

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

79th Session of the 11th Council

April 4, 2023 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. March 24, 2023 Facilities & Property Subcommittee Meeting Minutes
- B. March 28, 2023 City Council Meeting Minutes

Special Presentations

- 1. Earth Week (Clean up presentation for April 17-22)
Presenter: Alexander Zegarzewski, Parks Manager
- 2. Acknowledge and Congratulate the Champions of the City of Pontiac and Pontiac School District Easter Hoops Elementary Championship Basketball Game played on Saturday, April 1, 2023

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Resolution

- 3. Resolution Rescinding City Council Proceeding #78 Session involving the City Council's 3-2 vote on a Motion to Adopt the Adult Use Marihuana Business Ordinance as Amended, which occurred on March 28, 2023.

Agenda Items

Ordinances

- 4. Adoption of City of Pontiac Adult-Use Marihuana Business Ordinance (Second Reading Postponed from March 28, 2023 City Council Meeting)

5. Adoption of an Ordinance to Amend the City Of Pontiac Zoning Ordinance to include Adult-Use Marihuana Businesses in Designated Overlay Districts and Amend Appendix B of the Municipal Code of the City Of Pontiac, Amending Article 2, Section 2.103 – Zoning Map, to Create Four (4) Adult-Use Marihuana Overlay Districts Located in the City Of Pontiac, Specifically to be Known as Follows: Adult-Use Marihuana East Walton Overlay District, Adult-Use Marihuana Cesar Chavez Overlay District, Adult-Use Marihuana Downtown Overlay District, And Adult-Use Marihuana Woodward Gateway Overlay District **(Second Reading Postponed from March 28, 2023 City Council Meeting)**
6. Adoption of an Ordinance Amendment ZMA 23-001 to Rezone 204 W. New York Ave from R-1 Family Dwelling to R-3 Multiple Family Dwelling, (Wever School) **(Second Reading Postponed from March 28, 2023 City Council Meeting. Five votes are required to adopt the ordinance since a protest petition was submitted.)**
7. Resolution approving the first reading on a Zoning Map Ordinance Amendment with Conditions at 484 Auburn Road

Resolutions Continued

City Clerk

8. Resolution approving the appointment of Tiffany Tilley as Chief Assistant Clerk

Department of Public Works (DPW)

9. Resolution authorizing the Purchase of Mowing Equipment. **(Postponed from the March 28, 2023 City Council Meeting)**
10. Resolution authorizing the Purchase of Trailers to haul mowing equipment. **(Postponed from the March 28, 2023 City Council Meeting)**

Grants

11. Resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$591,004 to account 285-458-977.010-ARPD PW Street Sweepers.

Purchasing

12. Resolution approving DLZ Engineering Firm 2023-2024 Services to add to the authorized List of Contractors for City Use.

Treasury

13. Updated Resolution approving the Annual Board of Review Hardship Exemption Guidelines

Public Comment (Three Minutes Time Limit)

Closed Sessions

14. Resolution to enter into closed session for the purpose of discussing certain written confidential legal opinions regarding the national opioid settlements, Katz v City of Pontiac, and Vanguard Equity Management, LLC v City of Pontiac, pursuant to MCL 15.268(e)(h) and MCL 15.243(1)(g) and the purchase of certain real property pursuant to MCL 15.268(d)."

Communications

City Council

15. Thank you to City Council Outreach Specialist Darry Earl for coordinating the successful Pontiac Health and Wellness Fair this past week.
16. Pontiac Community Foundation is hiring part-time drivers for the M1 Mobility initiative starting at \$20 per hour. Inquire at hr@pontiaccommunityfoundation.org or (248) 246-6606.

30. Annual City-Wide Community Cleanup Happening April 17-April 23, 2023

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA A

Pontiac City Council Facilities & Property Subcommittee Meeting March 24, 2023 Minutes

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

Present:

Councilwoman Melanie Rutherford
Council President Mike McGuinness
Deputy Mayor Khalfani Stephens
Department of Public Works Director Al Cooley III
Department of Public Works Staff Larry Robinson
Member of the Public Tarik Dinha
Member of the Public Marty Siersma

Meeting Called to Order at 3:05 p.m.

Items Discussed:

- I. City Owned Properties Future Sale Plans**
- II. Facilities Condition Assessment**
 - a. The status of the facilities condition assessment
 - b. The cost of the assessment
- III. The current DPW yard facility**
 - a. The Current lease expiration
 - b. Plans for a new location
 - c. Buying vs leasing
- IV. Youth Recreation Center Site**
- V. Senior Center Improvements**
 - a. Status of the current work being performed
 - 1. The status of the exercise room upgrades
 - 2. The status of Bowens Senior Center computer room upgrades
 - 3. The status of resolving the Bowens Senior Center entrance sidewalk and support beams
- VI. Cemeteries**
 - a. The status of contract negotiations with Covenant

- b. The status of Request for Proposal (RFP') for Buckland Chapel Roof at Oak Hill Cemetery and the Roof at Ottawa Park Cemetery
- c. The status of the Request for Proposal for roadway improvements at Ottawa Park Cemetery and expected date of completion

VII. University Drive Facility

- a. The plan for the derelict city-owned building on University Drive at the M-59 junction and a time-frame for when the blight behind the building will be cleaned up

VIII. Perdue School

- a. The plan to address the city-owned, massive, blighted vacant building

IX. City Hall

- a. The status of resurfacing the City Hall parking lot.
- b. The time line for the project

X. Staffing Capacity

- a. Is there adequate staffing to handle baseline needs of the city facilities and properties
- b. The status of expanded janitorial staffing for City Hall and the Senior Centers

XI. Sheriff Substation Facility Work Status

XII. District Courthouse Facility Work Status

XIII. Phoenix Center Status and Next Steps

XIV. Public Comments – there were no requests for public comment

XV. Adjournment – meeting adjourned at 4:10 pm

CONSENT AGENDA B

March 28, 2023 Draft

**Official Proceedings
Pontiac City Council
78th 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, March 28, 2023 at 6:03 p.m. by Council Pro Tem William Carrington.

Invocation – Pastor Christopher Johnson, All Saints Church

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

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

Mayor Greimel was present
A quorum was announced.

Authorization to Excuse Councilmembers from the Meeting

Motion to excuse councilmembers McGuinness and Rutherford. Moved by Councilperson Goodman and second by Councilperson Parker.

Ayes: Carrington, Goodman, James, Nicholson and Parker

No: None

Motion Carried

Amendments to and Approval of the Agenda

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

Motion to amend the agenda to postpone item #4 Adoption of an Ordinance

Amendment ZMA 23-001 to Rezone 204 W. New York Ave from R-1 Family Dwelling to R-3 Multiple Family Dwelling. (Wever School) (Second Reading). Moved by Councilperson Goodman and second by Councilperson Parker.

Ayes: James, Nicholson, Parker, Carrington and Goodman

No: None

Motion Carried

The vote was taken to approve the agenda as amended.

Ayes: Goodman, James, Nicholson, Parker and Carrington

No: None

Motion Carried

Consent Agenda

23-116 **Resolution to approve the consent agenda for March 28, 2023.** Moved by

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Councilperson Parker and second by Councilperson Goodman.

Whereas, the City Council has reviewed the consent agenda for March 28, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for March 28, 2023 including March 21, 2023 City Council Meeting Minutes.

Ayes: Nicholson, Parker, Carrington, Goodman and James

No: None

Resolution Passed

Recognition of Elected Officials – None

Agenda Address

1. Carol Dowd addressed item #4
2. Ed Dowd addressed item #4
3. Renee Beckley addressed item #14
4. Marie Carlson addressed item #4
5. Diane Balsick addressed item #4
6. Gail Spaulding addressed item #4
7. Carlton Jones addressed items #2 & #3
8. Dr. Deirdre Waterman addressed items #13 & #14
9. Iola Miller addressed items #2 & #3
10. Chuck Johnson addressed items #8, #10 & #18
11. James Richardson addressed items #2 & #3
12. Joseph Valdez addressed items #2 & #3

Ordinances

Adoption of An Ordinance to amend City of Pontiac Adult-Use Marihuana Business Ordinance (Second Reading Postponed from March 21, 2023 City Council Meeting).

Motion to amend Section 11 Location Criteria: Marihuana Business Licensing Ordinance. Eliminates references to curbside service to be consistent with the prohibition of curbside service. Moved by Councilperson Nicholson and second by Councilperson Parker.

Ayes: Nicholson, Parker, Carrington, Goodman and James

No: None

Motion Carried

Motion to amend Section 03 Definitions Co-Locate or Co-Location. Expands the definition of co-location to avoid confusion over applications for the same business suite at a single property. Moved by Councilperson Goodman and second by Councilperson Nicholson.

Ayes: Parker, Carrington, Goodman, James and Nicholson

No: None

Motion Carried

Motion to amend Section 10 (d) Co-Location Operation. The modification clarifies that a separate permit is required for each marihuana business which is Co-Located as opposed to “located” within a single property. Moved by Councilperson Nicholson and second by Councilperson Parker.

Ayes: Carrington, Goodman, James, Nicholson and Parker

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No: None

Motion Carried

Motion to amend Section 12 General Permit Application Requirements – One Application per Location. The proposed amendment limits applicants to one application for each location and disqualifies multiple applications for the same establishment location. Moved by Councilperson Goodman and second by Councilperson Parker.

Ayes: Carrington, Goodman, James, Nicholson and Parker

No: None

Motion Carried

Motion to amend Section 14 (b) Social Equity Retailers – One Application per Location. This amendment limits social equity retailer applicants to one application per location and disqualifies multiple applications for the same social equity establishment location. Moved by Councilperson James and second by Councilperson Nicholson.

Ayes: Goodman, James, Nicholson, Parker and Carrington

No: None

Motion Carried

Motion to amend Section 25 (b)(12) Denial of Permit; Basis for Action-Multiple Application per Location. This amendment adds subparagraph (b)(12) as a basis for the denial of an application if multiple applicants submit more than one application for the same location. Moved by Councilperson Nicholson and second by Councilperson Goodman.

Ayes: James, Nicholson, Parker, Carrington and Goodman

No: None

Motion Carried

Motion to amend Section 19 Marijuana Business Co-Location and Stacking. This amendment clarifies the co-location requirements for a single property and adds social equity retailers to the types of marijuana business uses allowed to co-locate. Moved by Councilperson Nicholson and second by Councilperson Goodman.

Ayes: Nicholson, Parker, Carrington, Goodman and James

No: None

Motion Carried

Motion to amend Section 21 Permits Generally. This amendment replaces the term “special land use” with “special exception permit” to be consistent with the proposed zoning ordinance and deletes the adjective “proposed” preceding “final site plan.” Moved by Councilperson James and second by Councilperson Nicholson.

Ayes: Nicholson, Parker, Carrington, Goodman and James

No: None

Motion Carried

Motion to call for A vote on item #2 Adoption of City of Pontiac Adult-Use Marijuana Business Ordinance (Second Reading Postponed from March 21, 2023 City Council Meeting). Moved by Councilperson Nicholson and second by Councilperson Carrington.

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Ayes: Parker, Carrington, Goodman, James and Nicholson

No: None

Motion Carried

Adoption of City of Pontiac Adult-Use Marihuana Business Ordinance (Second Reading Postponed from March 21, 2023 City Council Meeting). Moved by Councilperson Nicholson and second by Councilperson Goodman.

Ayes: Carrington, Goodman and Nicholson

No: James and Parker

Ordinance Failed

Motion to postpone for one week Adoption of City of Pontiac Adult-Use Marihuana Business Ordinance (Second Reading Postponed from March 21, 2023 City Council Meeting). Moved by Councilperson Parker and second by Councilperson Carrington.

Ayes: Carrington, Goodman, James, Nicholson and Parker

No: None

Motion Carried

Adoption of an Ordinance to Amend the City Of Pontiac Zoning Ordinance to include Adult-Use Marihuana Businesses in Designated Overlay Districts and Amend Appendix B of the Municipal Code of the City Of Pontiac, Amending Article 2, Section 2.103 – Zoning Map, to Create Four (4) Adult-Use Marihuana Overlay Districts Located in the City Of Pontiac, Specifically to be Known as Follows: Adult-Use Marihuana East Walton Overlay District, Adult-Use Marihuana Cesar Chavez Overlay District, Adult-Use Marihuana Downtown Overlay District, And Adult-Use Marihuana Woodward Gateway Overlay District (Second Reading Postponed from March 21, 2023 City Council Meeting). Discussion.

Motion to amend Section 2.303 Table 2.2. Moved by Councilperson Nicholson and second by Councilperson Carrington.

Shall be amended as follows: Adult Use Marihuana Secure Transporters are not permitted in the Downtown Overlay District.

Ayes: Goodman, James, Nicholson, Parker and Carrington

No: None

Motion Carried

Motion to amend Section 2.553 H. Moved by Councilperson Nicholson and second by Councilperson Carrington.

Shall be amended to state that no accessory uses shall be permitted within the same retailer or society equity retailer establishment or other Retailer or Social Equity Retailer establishment, provided all said users are in conformance with this Zoning Ordinance, City's Adult-Use Marihuana Business ordinance, the Michigan Regulation and Taxation of the Marihuana Act, Initiated Law 2 or 2018, MCL 333.27951 et seq. ("MRTMA") and state and location regulations promulgated thereunder.

Ayes: James, Nicholson, Parker, Carrington and Goodman

No: None

Motion Carried

Motion to postpone for one week the Adoption of an Ordinance to Amend the City Of Pontiac Zoning Ordinance to include Adult-Use Marihuana Businesses in Designated Overlay Districts and Amend Appendix B of the Municipal Code of the City Of Pontiac, Amending Article 2, Section 2.103 – Zoning Map, to Create Four (4) Adult-Use Marihuana Overlay Districts Located in the City Of Pontiac, Specifically to be Known as Follows: Adult-Use Marihuana East Walton Overlay District, Adult-Use Marihuana Cesar Chavez Overlay District, Adult-Use Marihuana Downtown Overlay District, And Adult-Use Marihuana Woodward Gateway Overlay District (Second Reading Postponed from March 21, 2023 City Council Meeting). Moved by Councilperson Nicholson and second by Councilperson Goodman.

Ayes: Nicholson, Parker, Carrington, Goodman and James

No: None

Motion Carried

Resolutions

City Council

23-117

Resolution Recognizing April as Arab American Heritage Month in Pontiac. Moved by Councilperson Goodman and second by Councilperson Nicholson.

Whereas, the United States celebrates Arab American Heritage Month during the month of April, recognizing the history, cultures, and achievements of Arab American and people who trace their ethnic lineage to Southwest Asia and North Africa; and

Whereas, Arab Americans are Americans of Arab descent, with many Americans having ethnic roots in Arab countries including Lebanon, Syria, Palestine, Egypt, Yemen and Iraq, an extraordinary diverse population that spans many different ethnicities, languages, and religious communities; and

Whereas, the first Arab American immigrants arrived in the late 1800's, and a larger second wave of immigration began in post-World War II and continues today, with the largest communities in America concentrated in Southeastern Michigan; and

Whereas, the City of Pontiac, Michigan; has been positively shaped by past and present Arab American residents and business owners through the decades; and

Whereas, during an era of heightened racism, bigotry, and hate crimes, it is critically important to share accurate information, celebrate diverse cultures, overcome stereotypes and empower future generations; now,

Therefore, Be It Resolved, the Pontiac City Council hereby proclaims April 2023 as Arab American Heritage Month in Pontiac, Michigan; and further

Resolved, the Pontiac City Council celebrates the many noteworthy contributions of Arab Americans to our City, our State, our nation, and our World; and further

Resolved, that we welcome additional opportunities to commemorate and celebrate the people, places and events that have contributed to making the Arab American community such an important part of Pontiac, of Michigan, and of the United States.

Ayes: Nicholson, Parker, Carrington, Goodman and James

No: None

Resolution Passed

23-118

Resolution Recognizing April 2023 as Child Abuse Prevention and Awareness Month in Pontiac. Moved by Councilperson Parker and second by Councilperson Nicholson.

Whereas, the City of Pontiac, Michigan has a considerable population of young children who reside in our community and are being raised in our neighborhoods; and

Whereas, every young child in our community deserves to be safe, healthy, nurtured, and enriched, and to develop cherished memories of growing up in Pontiac; and

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Whereas, social-emotional competence of young children is a key indicator to later school success, with professionals playing a crucial role in reducing stress and improving mental health and wellbeing; and Whereas, the future of our great City of Pontiac, and the future of all our neighboring cities, depends on the quality of life we provide to Michigan's young children today; and

Whereas, disturbingly, the presence of child abuse and neglect is pervasive in every community and state in our nation; now,

Therefore, Be It Resolved, the Pontiac City Council, in partnership with Pontiac Mayor Tim Greimel, hereby Recognizes April 2023 as Child Abuse Prevention and Awareness Month in Pontiac, Michigan; and further

Resolved, the City Council expresses our gratitude to those organizations, professionals, caregivers, and advocates who are focused on preventing the abuse and protecting the wellbeing of our community's young children; and further

Resolved, the City Council calls upon the State of Michigan to further prioritize child abuse prevention efforts, in addition high-quality early childhood learning and development for all young children when making resource decisions, as their funding is crucial to young children's futures and to the values of our society.

Ayes: Parker, Carrington, Goodman, James and Nicholson

No: None

Resolution Passed

Community Development

23-119 **Resolution to approve the proposed budget amendment for Budget Year 2022-2023. Increase the appropriation in the following GL accounts, 101-690-804.016 – Legal Services – Iron Mountain -\$10,000, 101-690-971.000 – Land Purchase - \$26,500, 101-721-719.001– Dental Insurance - \$1,500, 101-721-721.010 – Healthcare Waiver - \$6,000, 249-371-852.010 – Cable TV Intranet - \$1,200.** Moved by Councilperson Nicholson and second by Councilperson Goodman.
Discussion.

Motion to amend Resolution to approve the proposed budget amendment for Budget Year 2022-2023. Increase the appropriation in the following GL accounts, 101-690-804.016 – Legal Services – Iron Mountain -\$10,000, 101-690-971.000 – Land Purchase - \$26,500, 101-721-719.001– Dental Insurance - \$1,500, 101-721-721.010 – Healthcare Waiver - \$6,000, 249-371-852.010 – Cable TV Intranet - \$1,200. Moved by Councilperson Nicholson and second by Councilperson Carrington.

GL Account number 101-690-971-000 0 Land Purchase - ~~\$26,500~~ \$26,900 – Reason for amendment – These purchases were not anticipated, hence, there was no appropriation in the original budget.

NOW, THEREFORE, BE IT RESOLVED that the budget of the City of Pontiac, Michigan for the fiscal year ending June 30, 2023, is hereby amended as follows for the ~~Code Enforcement Division~~ Community Development Department:

The appropriation for GL account number 101-690-971-000 – Land Purchase – shall be increased by ~~\$26,500~~ \$26,900

BE IT FURTHER RESOLVED that the total increase in appropriation for these five items (5) for the ~~Code Enforcement Division~~ Community Development Department shall be ~~\$45,200~~ \$45,600.

Ayes: Carrington, Goodman, James, Nicholson and Parker

No: None

Motion Carried

23-119 **Resolution to approve the proposed budget amendment for Budget Year 2022-2023. Increase the appropriation in the following GL accounts, 101-690-804.016 – Legal Services – Iron Mountain - \$10,000, 101-690-971.000 – Land Purchase - \$26,500, 101-721-719.001– Dental Insurance - \$1,500, 101-721-721.010 – Healthcare Waiver - \$6,000, 249-371-852.010 – Cable TV Intranet - \$1,200 as amended.** Moved by Councilperson Nicholson and second by Councilperson Goodman.

WHEREAS, the Redevelopment and Housing Department has been operating without adequate appropriation for some of the expense line items given below which are essential for the functioning of Redevelopment, Planning, and Building operations; and

WHEREAS, the Senior Accountant of the City of Pontiac has requested a budget amendment for the current fiscal year to increase the appropriation for the following five (5) expense line items for the Redevelopment and Housing Department:

GL Account number 101-690-804.016 – Legal Services- Iron Mountain - \$10,000 - Reason for amendment - There was no budget appropriation in the current fiscal year for this essential service.

GL Account number 101-690-971.000 – Land Purchase - \$26,900 - Reason for amendment – These purchases were not anticipated, hence, there was no appropriation in the original budget.

GL account number 101-721-719.001 – Dental Insurance - \$1,500 - Reason for amendment - There was no budget appropriation in the current fiscal year for this employee benefit line item.

GL account number 101-721-721.010 - Healthcare Waiver - \$6,000 - Reason for amendment - There was no budget appropriation in the current fiscal year for this employee benefit.

GL Account number 249-371-852.010 – Services – Cable TV / Intranet - \$1,200 - Reason for amendment - There was no budget appropriation in the current fiscal year for this essential service.

NOW, THEREFORE, BE IT RESOLVED that the budget of the City of Pontiac, Michigan for the fiscal year ending June 30, 2023, is hereby amended as follows for the Community Development Department: The appropriation for GL Account number 101-690-804.016 – Legal Services- Iron Mountain - shall be increased by \$10,000.

The appropriation for GL account number 101-690-971.000 – Land Purchase - shall be increased by \$26,900.

The appropriation for GL account number 101-721-719.001 – Dental Insurance - shall be increased by \$1,500.

The appropriation for GL account number 101-721-721.010 - Healthcare Waiver - shall be increased by \$6,000.

The appropriation for GL account number 249-371-852.010 – Services – Cable TV / Intranet - shall be increased by \$1,200.

BE IT FURTHER RESOLVED that the total increase in appropriation for these five items (5) for the Community Development Department shall be \$45,600.

Ayes: Carrington, Goodman, James, Nicholson and Parker

No: None

Resolution Passed

23-120 **Resolution to approve the proposed budget amendment for Budget Year 2022-2023. Increase the appropriation in the following GL accounts 101-733-702.004 – Overtime Wages - \$20,000, 101-733-749.001 – Motor Fuel, Oil & Lubricants - \$2,000, 101-733-818.006 – Contractual mowing services - \$25,000, 101-733-852.010 – Services – Cable TV/Intranet - \$2,640 (This budget amendment is for the Code Enforcement Division.)** Moved by Councilperson Goodman and second by Councilperson Carrington.

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WHEREAS, the Code Enforcement Division has been operating without adequate appropriation for some of the essential expense line items which are essential for the functioning of Code Enforcement operation; and

WHEREAS, the Senior Accountant of the City of Pontiac has requested a budget amendment for the current fiscal year to increase the appropriation for the following four (4) expense line items for the Code Enforcement Division:

GL Account number 101-733-702.004 - Overtime Wages - \$18,000 - Reason for amendment - to complete the inspection of all the apartment complexes in the City for compliance.

GL Account number 101-733-749.001 - Motor Fuel, Oil & Lubricants - \$2,000 - Reason for amendment - Increase in the vehicle use due to increase in the Code Enforcement activities.

GL account number 101-733-818.006 - Contractual Mowing Services - \$25,000 - Reason for amendment - The current appropriation is not sufficient to cover the cost of mowing due to vigorous enforcement of the code.

GL account number 101-733-852.010 - Services - Cable TV/Intranet - \$2,640 - Reason for amendment - There was no budget appropriation in the current fiscal year for this essential service.

NOW, THEREFORE, BE IT RESOLVED that the budget of the City of Pontiac, Michigan for the fiscal year ending June 30, 2023, is hereby amended as follows for the Code Enforcement Division:

The appropriation for GL Account number 101-733-702.004 - Overtime Wages - shall be increased by \$18,000.

The appropriation for GL Account number 101-733-749.001 - Motor Fuel, Oil & Lubricants - shall be increased by \$2,000.

The appropriation for GL account number 101-733-818.006 - Contractual Mowing Services - shall be increased by \$25,000.

The appropriation for GL account number 101-733-852.010 - Services - Cable TV/Intranet - shall be increased by \$2,640.

BE IT FURTHER RESOLVED that the total increase in appropriation for these four (4) items for the Code Enforcement Division shall be \$47,640.

Ayes: Goodman, James, Nicholson, Parker and Carrington

No: None

Resolution Passed

Department of Public Works (DPW)

Motion to postpone item #9 (Resolution authorizing the purchase of mowing equipment, item #10 (Resolution authorizing the purchase of trailers to haul mowing equipment) and item #11 (resolution authorizing approval of RCOC Traffic Signal Agreement for five (5) locations on Auburn Ave) for one week. Moved by Councilperson Carrington and second by Councilperson Goodman. Discussion. Councilman Carrington withdrew his motion and Councilman Goodman withdrew his second.

Motion to postpone item #9 (Resolution authorizing the purchase of mowing equipment and item #10 (Resolution authorizing the purchase of trailers to haul mowing equipment) for one week. Moved by Councilperson Carrington and second by Councilperson Nicholson.

Ayes: Nicholson, Parker, Carrington, Goodman and James

No: None

Motion Carried

23-121 **Resolution authorizing approval of RCOC Traffic Signal Agreement for (5) locations on Auburn Ave.** Moved by Councilperson Goodman and second by Councilperson Parker.

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WHEREAS, The City of Pontiac has entered into a contract with Michigan Department of Transportation, to install the devices and;

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

WHEREAS, the O&M costs are budgeted in the 2022/2023 Fiscal Year Major Street budget,

NOW, THEREFORE IT IS RESOLVED: The Pontiac City Council authorizes the Director of Public Works to sign the 5 RCOC Traffic Signal Agreements for Auburn Ave.

Ayes: Nicholson, Parker, Carrington, Goodman and James

No: None

Resolution Passed

Finance

23-122

Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023. Increase the appropriation in the following GL accounts: 249-371-702.000 – Salaries & Wages - \$19,140, 249-371-715.000 – FICA City Contribution - \$1,465 249-371-716.000 – Medical Insurance - \$3,000 249-371-718.500 – MERS Employer Contribution - \$975. Moved by Councilperson Nicholson and second by Councilperson Parker.

WHEREAS, the Building Inspection Division is in urgent need of an Inspector to work in the ARPA Housing Rehabilitation Program.; and

WHEREAS, the Building Inspector is proposed to be paid at an annual salary of \$76,550;

WHEREAS, the Building Division require additional funding for the period from April through June in the current fiscal year to pay for this essential service; and

NOW, THEREFORE, BE IT RESOLVED that the budget of the City of Pontiac, Michigan for the fiscal year ending June 30, 2023, is hereby amended as follows for the Building Division:

The appropriation for GL Account number 249-371-702.000 – Salaries & Wages - shall be increased by \$119,140.

The appropriation for GL Account number 249-371-715.000 – FICA City Contribution - shall be increased by \$1,465.

The appropriation for GL account number 249-371-716.000 – Medical Insurance - shall be increased by \$3,000.

The appropriation for GL account number 249-371-718.500 – MERS Employer Contribution - shall be increased by \$975.

BE IT FURTHER RESOLVED that the total increase in appropriation for these four (4) items for the Building Division shall be \$24,580.

Ayes: Parker, Carrington, Goodman, James and Nicholson

No: None

Resolution Passed

Grants

23-123

Resolution to approve the proposed budget amendment for Budget Year 2022-2023 Changes in the Estimated Revenue and the Appropriation in the following GL accounts 101-000-532.000 – Federal Grant Others – (\$10,000,000) 101-000-674.285 – Contribution from ARPA - \$10,000,000, 285-000-532.000-REVLOS – Federal Grants Others – 10,000,000, 285-699-956.101-REVLOS – Contribution to General Fund - \$10,000,000. Moved by Councilperson Goodman and second by Councilperson Parker.

WHEREAS, in the budget year 2022-23, the City Council approved the transfer of \$10,000,000 from the ARPA fund to the General Fund revenue to offset the revenue loss due to COVID pandemic; and

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WHEREAS, this transfer was budgeted in the incorrect revenue line item in the General Fund; and
WHEREAS, this transfer should have been budgeted in the Fund 285 – ARPA which was established in accordance with the Uniform State Chart of Accounts to track the ARPA grant related transactions; and
NOW, THEREFORE, BE IT RESOLVED that the budget of the City of Pontiac, Michigan for the fiscal year ending June 30, 2023, is hereby amended as follows:

The Estimated Revenue in GL Account number 101-000-532.000 – Federal Grant Others - shall be decreased by \$10,000,000.

The Estimated Revenue in GL Account number 101-000-674.285– Contribution from ARPA- shall be increased by \$10,000,000.

The Estimated Revenue in GL Account number 285-000-532.000-REVLOS – Federal Grant Others - shall be increased by \$10,000,000.

The appropriation for GL account number 285-699-956.101-REVLOS – Contribution to General Fund - shall be increased by \$10,000,000.

Ayes: Carrington, Goodman, James, Nicholson and Parker

No: None

Resolution Passed

23-124 **Resolution to approve the proposed budget amendment to establish budget appropriations in the amount of \$1,000 to account 285-699-902.005-ARPPRK Public Notices, \$10,000 to account 285-699-728.000-ARPPRK Postage, \$10,000 to account 285-699-901.000-ARPPRK Printing and Bindery Services, \$15,000 to account 285-699-818-.000-ARPPRK Other Professional Services, \$571,428.50 to account 285-699-816.101 Prof. Serv. – District 1, \$571,428.50 to account 285-699-816.102 Prof. Serv. – District 2, \$571,428.50 to account 285-699-816.103 Prof. Serv. – District 3, \$571,428.50 to account 285-699-816.104 Prof. Serv. – District 4, \$571,428.50 to account 285-699-816.105 Prof. Serv. – District 5, \$571,428.50 to account 285-699-816.106 Prof. Serv. – District 6, \$571,428.50 to account 285-699-816.107 Prof. Serv. – District 7. Moved by Councilperson Nicholson and second by Councilperson Parker.**

WHEREAS, the City of Pontiac was awarded The City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund (SLFRF) under the American Rescue Plan Act (ARPA), and;
WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, the City's Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the Pontiac City Council unanimously approved the Executive Administration's ARPA Program Budget on November 10th, 2022, allocating \$4,000,000 to establish a park revitalization program for neighborhood and mini parks, and to fund the administration of the program, and;

WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City has established the Pontiac Park Revitalization Program, and;

WHEREAS, the following budget amendment reflects funding for the Pontiac Park Revitalization Program and associated costs, and;

WHEREAS, the budget amendment will increase the budgeted appropriations in the amount of \$4,035,999.50, representing the Pontiac Home Repair Program expenditures.

NOW THEREFORE, be it resolved that the City Council hereby approves the proposed budget amendment to establish budget appropriations in the amount of \$1,000 to account 285-699-902.005-ARPPRK Public Notices, \$10,000 to account 285-699-728.000-ARPPRK Postage, \$10,000 to account 285-699-901.000-ARPPRK Printing and Bindery Services, \$15,000 to account 285-699-818-.000-ARPPRK Other Professional Services, \$571,428.50 to account 285-699-816.101 Prof. Serv. – District 1, \$571,428.50 to account 285-699-816.102 Prof. Serv. – District 2, \$571,428.50 to account 285-699-

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816.103 Prof. Serv. – District 3, \$571,428.50 to account 285-699-816.104 Prof. Serv. – District 4, \$571,428.50 to account 285-699-816.105 Prof. Serv. – District 5, \$571,428.50 to account 285-699-816.106 Prof. Serv. – District 6, \$571,428.50 to account 285-699-816.107 Prof. Serv. – District 7.

Ayes: Carrington, Goodman, James, Nicholson and Parker

No: None

Resolution Passed

23-125 **Resolution to approve the proposed budget amendment to establish budget appropriations in the amount of \$60,000 to account 285-699-702.000-ARPHRP Salaries and Wages, \$4,590 to account 285-699-715.000-ARPHRP F.I.C.A – City Contribution, \$11,210 to account 285-699-716.000-ARPHRP Medical Insurance, \$4,200 to account 285-699-718.500-ARPHRP MERS Employer Contributions, \$10,000 to account 285-699-728.000 Postage, \$3,000 to account 285-699-901.000-ARPHRP Printing and Bindery Service, \$500 to account 285-699-902.005-ARPHRP Public Notices, and \$1,100,000 to account 285-699-818.000-ARPHRP Other Professional Services.** Moved by Councilperson Parker and second by Councilperson Goodman.

WHEREAS, the City of Pontiac was awarded The City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund (SLFRF) under the American Rescue Plan Act (ARPA), and;

WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, the City's Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the Pontiac City Council unanimously approved the Executive Administration's ARPA Program Budget on November 10th, 2022, allocating \$3,622,000 to establish a home repair program and fund the administration of the program, and;

WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City has established the Pontiac Home Repair Program, and;

WHEREAS, the following budget amendment reflects funding for the Pontiac Home Repair Program and associated costs, and;

WHEREAS, the budget amendment will increase the budgeted appropriations in the amount of \$1,193,500, representing the Pontiac Home Repair Program expenditures.

NOW THEREFORE, be it resolved that the City Council hereby approves the proposed budget amendment to establish budget appropriations in the amount of \$60,000 to account 285-699-702.000-ARPHRP Salaries and Wages, \$4,590 to account 285-699-715.000-ARPHRP F.I.C.A – City Contribution, \$11,210 to account 285-699-716.000-ARPHRP Medical Insurance, \$4,200 to account 285-699-718.500-ARPHRP MERS Employer Contributions, \$10,000 to account 285-699-728.000 Postage, \$3,000 to account 285-699-901.000-ARPHRP Printing and Bindery Service, \$500 to account 285-699-902.005-ARPHRP Public Notices, and \$1,100,000 to account 285-699-818.000-ARPHRP Other Professional Services.

Ayes: Goodman, James, Nicholson, Parker and Carrington

No: None

Resolution Passed

23-126 **Resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$ 99,214 to account 285-485-977.007-ARPDW Mowers, \$10,998 to account number 285-458-977.009-ARPDW Trailers, and \$2,000 to account number 285-458-977.008-ARPDW Special Equipment.** Moved by Councilperson Goodman and second by Councilperson Nicholson.

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WHEREAS, the City of Pontiac was awarded The City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund (SLFRF) under the American Rescue Plan Act (ARPA), and;
WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;
WHEREAS, the City's Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;
WHEREAS, the Pontiac City Council unanimously approved the Executive Administration's ARPA Program Budget on November 10th, 2022, allocating \$1,000,000 to pedestrian enhancements and DPW Support; and,
WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the administration is proposing the purchase of 8 mowers, 2 trailers, and other special equipment to aid the Department of Public Works staff in blight removal and park maintenance; and,
WHEREAS, the following budget amendment reflects funding for the associated costs, and;
WHEREAS, the budget amendment will increase the budgeted appropriations in the amount of \$112,212, representing the purchase of the aforementioned equipment.
NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$ 99,214 to account 285-485-977.007-ARPDW Mowers, \$10,998 to account number 285-458-977.009-ARPDW Trailers, and \$2,000 to account number 285-458-977.008-ARPDW Special Equipment.

Ayes: James, Nicholson, Parker, Carrington and Goodman

No: None

Resolution Passed

23-127 **Resolution to approve The City of Pontiac's application submission to the Financially Distressed Cities, Villages, and Townships grant program through the Michigan Department of Treasury in the amount of \$353,007.** Moved by Councilperson Parker and second by Councilperson Nicholson.

WHEREAS, the City of Pontiac desires to submit an application to the Financially Distressed Cities, Villages, and Townships grant program through the Michigan Department of Treasury in the amount of \$353,007; and,

WHEREAS, the grant program requires that the City of Pontiac certify compliance with all Grant Program requirements; and,

WHEREAS, the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program; and,

WHEREAS, the grant program does not require matching funds.

THEREFORE, BE IT RESOLVED that the Pontiac City Council hereby approves participation in the Financially Distressed Cities, Villages, and Townships program, authorizes the submission of an application in the amount of \$353,007, authorizes the administration to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

Ayes: Nicholson, Parker, Carrington, Goodman and James

No: None

Resolution Passed

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Purchasing

23-128 **Resolution to approve Prequalified List of Contractors, Bid Award, and Contract Execution and authorize the Mayor to execute the agreement.** Moved by Councilperson Parker and second by Councilperson Nicholson.

WHEREAS, The Purchasing Division has completed its due diligence by requesting a contract amendment in accordance with the City's municipal code, Division II. Purchasing, Section 2-519; WHEREAS, the Purchasing Manager is requesting to establish a three-year agreement with contractors, which covers the same period of The Home Repair Program; NOW, THEREFORE, BE IT RESOLVED The Pontiac City Council approves the bid award and that the Mayor executes a three-year agreement, with options to renew, and a not-to-exceed amount of \$250,000 per fiscal year, per contractor with We Preserve Michigan LLC, Pontiac Drywall Systems, Inc., Mando Construction, Integrated Contractors, and DiMambro Construction, LLC.

Ayes: Nicholson, Parker, Carrington, Goodman and James

No: None

Resolution Passed

23-129 **Resolution to authorize the extension of Covenant Cemetery contract to complete the competitive bid process.** Moved by Councilperson Parker and second by Councilperson James.

WHEREAS, the agreement between the City and Covenant for management services for Oak Hill and Ottawa Park is due to expire on March 24, 2023.

WHEREAS, Oak Hill and Ottawa Park cemeteries require ongoing administrative and management care services;

WHEREAS, the City and Covenant had entered into negotiations for an improved contract;

WHEREAS, Covenant was only willing to agree to improved contract terms for the City if the City were to enter into a contract of multiple years that extends beyond December 31, 2023;

WHEREAS, the existing contract between the City and Covenant only allows an extension until the end of December 31, 2023; and

WHEREAS, the City in order to pursue improved contract terms in its cemetery management agreement must, therefore, go out with a Request for Proposals (RFP);

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves extending the Covenant agreement until June 30, 2023 in order to allow time for the issuance of an RFP and selection of a management company for Oak Hill and Ottawa Park and that Mayor Tim Greimel may execute the extension agreement for continued administrative and burial management services.

Ayes: Parker, Carrington, Goodman, James and Nicholson

No: None

Resolution Passed

Public Comment

1. Beatrice Wright
2. Carlton Jones
3. Iola Miller
4. Renee Beckley
5. Kathy Dessureau
6. Tameka Ramsey

Communications

City Council and Mayor's Office

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Mayor, Clerk and Council Closing Comments

Mayor Greimel, Clerk Doyle, Councilman Bret Nicholson, Councilman Mikal Goodman, Councilman William Parker, Jr., Councilwoman Kathalee James and Council President Pro-Tem William Carrington made closing comments

Adjournment

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

Ayes: Carrington, Goodman, James, Nicholson and Parker

No: None

Motion Carried

Council President Pro-Tem William Carrington adjourn the meeting at 9:34 p.m.

Garland S. Doyle
City Clerk

#3

RESOLUTION

MOTION TO RESCIND

CITY COUNCIL PROCEEDING # 78 SESSION

Pursuant to the 11th Pontiac City Council Rules and Procedures authorized by City Charter; and Robert's Rules of Order which govern City Council meetings according to the Council's Rules, I hereby make a Motion to Rescind City of Pontiac Proceeding # _____.

Specifically, I move to authorize a Resolution Rescinding City Council Proceeding #78 Session involving the City Council's 3-2 vote on a Motion to Adopt the Adult Use Marihuana Business Ordinance as Amended, which occurred on March 28, 2023.

RESOLUTION

RESCINDING CITY COUNCIL PROCEEDING #78TH SESSION

WHEREAS pursuant to proceeding #78th Session of the Pontiac City Council voted on March 28, 2023 to approve a Motion to Adopt the Adult Use Marihuana Business Ordinance as amended; and

WHEREAS the motion failed for lack of four (4) votes, as required by City Charter 3.112(c); and

WHEREAS various procedural and substantive concerns and questions were raised by Council members and City staff before during and after the vote taken on March 28, 2023; and

WHEREAS subsequent to the vote, the City Council unanimously approved a motion to revisit the matter by adding the same ordinance as amended, to the April 4, 2023 City Council meeting; and

WHEREAS Robert's Rules of Order permit actions to be rescinded by the Council.

It is hereby RESOLVED that the City Council rescinds its vote on the Motion to Adopt the Adult Use Marijuana Business Ordinance as Amended, during proceeding #78th Session which occurred during the March 28, 2023.

It is FURTHER RESOLVED that the City Clerk is authorized and directed to take all necessary steps to ensure that the record is corrected to nullify that action of the Council.

It is FURTHER RESOLVED that the Adult Use Marijuana Business Ordinance as amended be placed before the City Council for Second Reading and consideration at its April 4, 2023 meeting.

#4

ORDINANCE

CITY OF PONTIAC
ORDINANCE NO. # _____

AN ORDINANCE TO ALLOW ADULT-USE MARIHUANA ESTABLISHMENTS TO OPERATE IN THE CITY OF PONTIAC PURSUANT TO THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT, INITIATED LAW 1 OF 2018, MCL 333.27951 ET SEQ.; TO PROVIDE FOR STANDARDS AND PROCEDURES TO PERMIT AND REGULATE ADULT-USE MARIHUANA ESTABLISHMENTS; TO PROVIDE FOR THE IMPOSITION OF PERMIT APPLICATION FEES AND RENEWAL FEES; AND TO IMPOSE CONDITIONS FOR THE OPERATION OF ADULT-USE MARIHUANA ESTABLISHMENTS.

THE CITY OF PONTIAC ORDAINS:

ARTICLE _____. ADULT-USE MARIHUANA BUSINESS LICENSING

Sec. 01. Title.

The title of this ordinance shall be the "City of Pontiac Adult-Use Marihuana Business Ordinance."

Sec. 02. Purpose and Intent.

A. Purpose. The purpose of this Ordinance is to establish standards and procedures for the issuance, regulation, renewal, suspension, and revocation of business licenses for adult-use marihuana establishments in accordance with the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951 et seq. ("MRTMA") so as to protect the public health, safety, and welfare of residents of the City by setting forth the manner in which adult-use marihuana businesses can be operated in the City. Further the purpose of this Ordinance is to:

(1) Protect the health, welfare and safety of the public through reasonable regulations on adult-use marihuana business operations as it relates to noise, odor, air and water quality, food safety, public safety, security for the establishments and its personnel, and other health and safety concerns;

(2) Protect residential zoned properties and neighborhoods by limiting the location and the concentration of types of Marijuana Businesses to specific areas of the City;

(3) Establish application and license fees to defray and recover the City's costs for administering and enforcing this ordinance;

(4) Recognize that the City of Pontiac has been identified by the State of Michigan's Cannabis Regulatory Agency as a city that has been disproportionately impacted by marihuana prohibition and enforcement and that social equity in the marihuana industry is necessary to address the historical disproportionate impact of marihuana prohibition and enforcement upon Pontiac residents and to positively impact the Pontiac community;

(5) Minimize the adverse effects from growing, processing, dispensing and storage of marihuana;

(6) Minimize the adverse effects from excessive consumption and use of marihuana;

(7) Coordinate with state laws and regulations addressing Marihuana Businesses; and

(8) To restrict the issuance of Marihuana Business permits only to those individuals and entities that demonstrate an intent and ability to fully comply with this Ordinance and the laws of the City and the State of Michigan.

B. Legislative Intent. This ordinance authorizes the establishment of adult-use marihuana businesses within the City of Pontiac consistent with the provisions of MRTMA, subject to the following:

(1) Use, distribution, cultivation, production, possession, and transportation of marihuana remains illegal under federal law, and marihuana remains classified as a "controlled substance" by federal law. Nothing in this ordinance is intended to promote or condone the production, distribution, or possession of marihuana in violation of any applicable law. Nothing in this ordinance is intended to grant immunity from any criminal prosecution under state or federal law. This ordinance does not protect the owners of properties on which a marihuana commercial operation is occurring from prosecution or from having their property seized by federal law enforcement authorities.

(2) This ordinance is to be construed to protect the public health, safety and welfare over commercial adult-use marihuana business interests. The operation of a permitted adult-use marihuana business in the City is a revocable privilege and not a right in the City. Nothing in this ordinance is to be construed to grant a property right for an individual or business entity to engage, obtain, or have renewed a City-issued permit to engage in the use, distribution, cultivation, production, possession, transportation or sale of adult-use marihuana as a commercial enterprise

in the City. The City determines that the commercialization of marihuana is a “closely regulated industry” as that term is used in U.S. Supreme Court jurisprudence.

(3) Any individual or business entity which purports to have engaged in the use, distribution, cultivation, production, possession, transportation or sale of marihuana as a commercial enterprise in the City without obtaining the required authorization required by this ordinance is deemed to be an illegally established nuisance, and as such is not entitled to legal nonconforming status under this ordinance, the City zoning ordinance, or state statutory or common law.

(4) Nothing in this ordinance is intended to grant immunity from criminal or civil prosecution, penalty or sanction for the cultivation, manufacture, possession, use, sale, distribution or transport of marihuana in any form that is not in strict compliance with the MRTMA and the Marihuana Tracking Act, and all applicable administrative rules promulgated by the State of Michigan regarding the commercialization of marihuana. Strict compliance with all applicable state laws and regulations is a requirement for the issuance or renewal of any permit issued under this ordinance, and noncompliance with any applicable state law or regulation is grounds for the revocation or nonrenewal of any permit issued under this ordinance.

C. Indemnification of the City.

(1) By accepting a permit issued pursuant to this ordinance, the holder waives and releases the City, its officers, elected officials, and employees from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of marihuana business owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

(2) By accepting a permit issued pursuant to this ordinance, the holder agrees to indemnify, defend and hold harmless the City, its officers, elected officials, employees, and insurers, against all liability, claims or demands arising on account of any claim of diminution of property value by a property owner whose property is located in proximity to a licensed operating marihuana business arising out of, claimed to have arisen out of, or in any manner connected with the operation of a marihuana business or any claim based on an alleged injury to business or property by reason of a claimed violation of the federal Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1964(c).

D. Reservation.

(1) The City of Pontiac shall not waive or constrain, in any manner, the right and prerogative of the City of Pontiac to reject any and all applications, to reject an application not accompanied with the required documentation or data required by the application, or to reject an application which is any way incomplete, irregular, not responsive or not responsible.

(2) The City of Pontiac shall not waive or constrain, in any manner, the right and prerogative of the City of Pontiac to amend or repeal this ordinance in any manner, including, but not limited to, the complete prohibition of any type of adult-use marihuana business or limiting the number and types of adult-use marihuana businesses authorized to operate in the City.

(3) Nothing in this ordinance is to be construed to grant or grandfather any marihuana business a vested right, license, permit or privilege for continued operations within the City.

Sec. 03. Definitions.

Unless defined by this ordinance, any term used in this Section that is defined by the MRTMA, or the Administrative Rules promulgated by the Michigan Department of Licensing and Regulatory Affairs addressing marihuana shall have the definition given in MRTMA and in the Rules.

As used in this Section, the following terms shall have the meanings indicated:

"Applicant" means a person who applies for a City-issued permit to operate a Marihuana Business in accordance with the terms of this Ordinance and the City zoning ordinance. With respect to disclosures in an application for a permit issued pursuant to this Ordinance for purposes of ineligibility for a permit and the transfer of an interest in an issued permit, the term "applicant" includes a managerial employee of the applicant, any person who holds any direct or indirect ownership interest in the Marihuana Business, and the following true parties of interest for each type of applicant:

- (1) For an individual or sole proprietorship: the proprietor and spouse.
- (2) For a partnership and limited liability partnership: all partners and their spouses.
- (3) For a limited partnership and limited liability limited partnership: all general and limited partners, and their spouses.

- (4) For a limited liability company: all members and managers, and their spouses.
- (5) For a privately held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, and their spouses.
- (6) For a publicly held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, and their spouses.
- (7) For a multilevel ownership enterprise: any entity or person that receives or has the right to receive gross or net profits from the enterprise during any full or partial calendar or fiscal year.
- (8) For a nonprofit corporation: all individuals and entities with membership or shareholder rights in accordance with the articles of incorporation or the bylaws and their spouses.
- (9) For a trust: all trustees, any individual or body able to control and direct affairs of the trust, and any beneficiary who receives or has the right to receive the gross or net profit distributions of the trust during any full or partial calendar or fiscal year, and their spouses.

"Application" means the form(s) provided by the City, accompanied with the nonrefundable application fee per each permit requested.

"City" means the City of Pontiac, Michigan.

"Class A marihuana grower" means a grower licensed to grow not more than 100 marihuana plants.

"Class A Microbusiness" means a marihuana establishment authorized to operate at a single location and cultivate not more than 300 mature marihuana plants; package marihuana; purchase marihuana concentrate and marihuana-infused products from licensed marihuana processors; sell or transfer marihuana and marihuana-infused products to individuals 21 years of age and older; and transfer marihuana to a safety compliance facility for testing.

"Class B marihuana grower" means a grower licensed to grow not more than 500 marihuana plants.

"Class C marihuana grower" means a grower licensed to grow not more than 2,000 marihuana plants.

"Co-Locate" or "Co-Location" means any combination of growers, processors, retailers, social equity retailers, designated consumption, and Class A microbusiness establishments that are authorized by the City to operate as separate marihuana businesses at a single property but with separate business suites, partitions, and separate means of public ingress/egress from the exterior or from a common lobby area.

"Cultivate" means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.

"Department" means the State of Michigan Department of Licensing and Regulatory Affairs (LARA), including without limitation, the Cannabis Regulatory Agency, or its successor agency.

"Designated Consumption Establishment " means a marihuana-related business authorized to permit individuals 21 years of age and older to consume marihuana products on the licensed commercial premises located in the C-2 Downtown Overlay District No. 3.

"Disqualifying conviction" means a conviction that makes an applicant ineligible to receive a license under MRTMA and the Rules.

"Equivalent License" means any of the following state operating licenses when held by a single licensee:

- (1) Grower licenses of any class under both the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et. seq. ("MMFLA") and MRTMA.
- (2) Processor licenses under both the MMFLA and MRTMA.
- (3) Secure transporter licenses under both the MMFLA and MRTMA.
- (4) Safety compliance facility licenses under both the MMFLA and MRTMA.
- (5) A provisioning center license under the MMFLA and a retailer establishment license under the MRTMA.

"Grower" means a licensee establishment that cultivates, dries, trims, or cures and packages marihuana for sale or transfer to a processor, retailer, or another grower.

"Industrial Hemp" means the term as defined at MCL 333.27953 (c).

"License" means a license that is issued by the Department under MRTMA that allows the licensee to operate an adult-use marihuana establishment in the City.

"Marihuana" means the term as defined at MCL 333.27953. For purposes of this Ordinance marihuana does not include industrial hemp.

"Marihuana accessories" means the term as defined at MCL 333.27953 (g).

"Marihuana concentrate" means the resin extracted from any part of the plant of the genus cannabis.

"Marihuana Business" means the following adult-use marihuana establishments, whether operated for profit or not for profit: (a) grower, (b) safety compliance facility, (c) processor, (d) retailer, (e) social-equity retailer, (f) secure transporter, (g) Class A microbusiness, (h) designated consumption establishment, (i) marihuana event organizer or (j) temporary marihuana event.

"Marihuana establishment" means a location at which a permittee is permitted to operate under this Ordinance and MRTMA.

"Marihuana Event Organizer" means a person licensed to apply for a temporary marihuana event license.

"Marihuana-Infused Product" means a topical formulation, tincture, beverage, edible substance, or similar product containing marihuana and other ingredients and that is intended for human consumption.

"Marihuana Tracking Act" or "MTA" means Public Act 282 of 2016, MCL 333.27901, et seq., as amended and all future amendments.

"Michigan Regulation and Taxation of Marihuana Act" or "MRTMA" means, Initiated law 1 of 2018, MCL 333.27951, et. seq., as amended and all future amendments.

"Permit" means the permit issued pursuant to this ordinance authorizing the operation of a Marihuana Business in the City.

"Permittee" means a person who receives and holds a permit to operate a Marihuana Business issued by the City under this ordinance.

"Person" means an individual, sole proprietorship, partnership, limited partnership, limited liability limited partnership, corporation, limited liability company, trust, or other legal entity, and includes persons within the definition of "applicant" as that term is used in this Ordinance.

"Processor" means a person licensed to purchase or obtain marihuana from a grower establishment and who processes the marihuana and sells or transfers it in packaged form to a retailer, class A microbusiness, or another processor. A processor is not prohibited from handling, processing, marketing or brokering industrial hemp pursuant to the Industrial Hemp Research and Development Act.

"Retailer" means a licensee that obtains marihuana from marihuana establishments and sells or otherwise transfers marihuana to marihuana establishments and to individuals who are 21 years of age or older in accordance with MRTMA.

"Rules" means the unified administrative rules promulgated and from time to time amended by the Department to implement the MMFLA and MRTMA.

"Safety Compliance Facility" means a person licensed to test marihuana, including certification for potency and the presence of contaminants.

"Secure Transporter" means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.

"School" means and includes buildings and grounds used for school purposes to provide instruction to children and youth in grades pre-kindergarten through 12 by a public, private, denominational, or parochial school.

"Social Equity-Qualified Business" mean a marihuana establishment operated by an applicant that qualifies for the benefits offered under the social equity program administered by either the Department or the City.

"Stakeholder" means, with respect to a trust, the trustee and beneficiaries; with respect to a limited liability company, all members and managers; with respect to a corporation, whether profit or non-profit, all stockholders, directors, corporate officers or persons with equivalent titles; and with respect to a partnership or limited liability partnership, all general and limited partners.

"State" means the State of Michigan.

"State Operating License" means a license that is issued by the Department under MRTMA that allows the licensee to operate an adult-use marihuana establishment, as specified in the license.

"Temporary Marihuana Event" means a license held by a marihuana event organizer for an event where the onsite sale or consumption of marihuana products, or both, are authorized at the location indicated on the state license during the dates indicated on the state license.

Sec. 04. Creation of Marihuana Business Commission; Composition; Quorum

(a) There is hereby created a Marihuana Business Commission. There shall be four (4) members of the Marihuana Business Commission. The membership shall elect from among its members a chairman, vice-chairman, and secretary.

(b) A quorum of the Marihuana Business Commission shall consist of three (3) members.

Sec. 05. Marihuana Business Commission Membership; Qualifications; Term; Vacancies; Compensation.

(a) Members of the Marihuana Business Commission shall be residents of the city, and shall be chosen so far as reasonably practicable in such a manner as to represent a cross-section of the community.

(b) Members of the Marihuana Business Commission shall be appointed by the mayor to serve at the pleasure of the mayor for a term of three (3) years. Reappointment of a member to serve an additional consecutive term is subject to council approval.

(c) If a vacancy occurs on the Marihuana Business Commission, the mayor shall appoint a new member to fill the vacancy.

(d) Members of the Marihuana Business Commission shall serve without pay.

Sec. 06. Marihuana Business Commission Powers and Duties.

The Marihuana Business Commission shall review and decide all appeals that are forwarded to it by the clerk under this ordinance. The Marihuana Business Commission shall review all appeals de novo. The Marihuana Business Commission shall only overturn a decision or finding of the clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material,

substantial, and competent facts on the whole record considered by the clerk in arriving at such decision or finding.

Sec. 07. Marihuana Business Commission Rules and Regulations; Meetings.

(a) The Marihuana Business Commission shall adopt such rules and regulations as it deems necessary to govern its proceedings and deliberations.

(b) The rules and regulations adopted by the Marihuana Business Commission shall be subject to approval by the council.

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

Sec. 08. Marihuana Business Rules and Regulations.

(a) In addition to the Rules promulgated by the Department and the statutes of the State of Michigan, the operations of a Marihuana Business shall be conducted in accordance with the provisions of this ordinance and the City Code of Ordinances, including the zoning ordinance.

(b) Retailer establishments, Social Equity Retailer establishments, and Class A Microbusinesses located outside of the Downtown Overlay District shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises, between the hours of 10:00 p.m. and 7:00 a.m. Retailer establishments, Social Equity Retailer establishments and Class A Microbusinesses located in the Downtown Overlay District shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises, between the hours of 2:00 a.m. and 7:00 a.m.

(c) Delivery of a marihuana product for sale or transfer to marihuana customers by Retailer Establishments and Social Equity Retailer Establishments is permitted in strict compliance with Department Rules.

(d) Drive throughs and drive through, walk-up window service, and curbside service shall be a prohibited use for all Retailer Establishments, Social Equity Retailer Establishments and Class A Microbusinesses.

Sec. 09. Licensing of Adult-Use Marihuana Businesses.

(a) Number of permitted adult-use Marihuana Businesses.

Type of Establishment

Grower	No limit
Processor	No limit
Secure transporter	No limit
Retailer	17
Social Equity Retailer	6
Class A Microbusiness	5
Safety compliance facility	No limit
Designated Consumption Establishment-North of Huron Street	3
Designated Consumption Establishment-South of Huron Street	3
Marihuana event organizer	No limit
Temporary marihuana event	No limit

Sec. 10. City Marihuana Business Permit and Annual Fee Required.

(a) No person shall establish or operate a Marihuana Business located in the City without first meeting all of the requirements set forth in this Ordinance, obtaining a permit from the City Clerk, and obtaining a State Operating License. Permits and State Operating Licenses shall be kept current and publicly displayed within the business. Failure to maintain or display current state licenses and City permits is a violation of this ordinance. A Marihuana Business operating without a City permit under this Ordinance or without a State license is declared to be a public nuisance.

(b) There shall be an initial application fee of \$5,000.00 and an annual nonrefundable renewal of permit fee of \$5,000.00 to defray the administrative and enforcement costs associated with marihuana businesses located in the City.

(c) The City permit fee requirement set forth in this ordinance shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by the Department and any other

state regulatory agency, or by City ordinance, including, by way of example, and not limited to, any applicable fees for site plan review, zoning review, inspections, or building permits.

(d) A separate permit is required for each Marihuana Business co-located at a premises from which adult-use marihuana commercial businesses are operated. Operation of a grower, processor, retailer establishment or social equity retailer establishment, Class A microbusiness, and designated consumption establishment at the same co-location is authorized, provided that each establishment is separately licensed and permitted. Co-Location of a retailer establishment or social equity retailer establishment, Class A microbusiness and a designated consumption establishment at the same location as a grower or processing establishment is authorized when in conformity with the City zoning ordinance.

(e) Within thirty (30) days of approval of the applicant's application, the applicant will start all necessary requirements as required by the City to obtain their certificate of occupancy, including, without limitation, complying with all applicable building department, fire department, code and inspection requirements, including the approval of the site plan.

(f) All Marihuana Business permits shall be effective for one (1) year of its original date of issuance by the City and must be renewed annually.

(g) The conditional permittee has one (1) year to complete its site plan upon the approval of the issuance of the Marihuana Business conditional permit. The Community Development Director may extend the completion of the site plan up to an additional six months, provided the applicant demonstrates good cause for the extension.

Sec. 11. Location Criteria.

- (a) No marihuana business is eligible to receive a permit unless at the time the application for the marihuana business operating permit is submitted, the location of the proposed business operation complies with the requirements set forth in the City zoning ordinances as required for the specific type of marihuana commercial business for which the permit is being sought.
- (b) Mobile marihuana businesses and limited contact transaction operations are prohibited.
- (c) A permittee shall not operate a marihuana business at any location in the City other than at the address provided in the application on file with the City Clerk.

Sec. 12. General Permit Application Requirements.

(a) An applicant seeking a permit pursuant to the provisions of this ordinance and licensure by the state under MRTMA must submit an application in writing to the City Clerk on forms provided by the City Clerk. At the time of application, the application must be accompanied by a nonrefundable application fee of \$5,000.00 to defray the costs incurred by the City for processing of the application. In addition, the applicant shall present copies of government-issued photographic identification to accompany the application. Applicants are limited to one application per location. Multiple applications for the same establishment location shall be disqualified.

(b) An application shall be complete and made under the penalty of perjury and shall contain all of the following:

(1) The applicants, all of its stakeholders, and the proposed manager's full name, date of birth, residential and business address, email address, and telephone numbers including emergency contact information, and a copy of a government-issued photographic identification card of the applicant and all stakeholders:

(a) If the applicant is an individual or sole proprietorship, the proprietor and their spouse, if any, shall provide their name, address, date of birth, business address, business telephone number, email address, social security number, and, if applicable, federal tax identification (EIN) number.

(b) If the applicant is not an individual or sole proprietorship, the applicant shall provide information regarding the business entity, including, without limitation, the name and address of the entity, website address (if any), type of business organization, proof of registration with, or a certificate of good standing from, the State of Michigan, or other state or foreign jurisdiction, as applicable, and the names, dates of birth, residential and business addresses, email addresses, phone numbers of each applicant, each stakeholder and their spouses, and the federal tax identification number of the business entity.

(2) The identity of every person having an ownership or beneficial interest in the applicant with respect to which the license is sought, including the ownership structure of the entity that identifies the ownership percentage held by each stakeholder; provided, however, a social equity-qualified business entity who is an applicant must be able to demonstrate

51% or more ownership by qualifying social-equity applicants, including ownership structure of the entity that identifies the ownership percentage held by each stakeholder.

(3) If the applicant is not an individual, the articles of incorporation or organization, federal tax identification number and confirmation letter, and the limited liability company's operating agreement, the corporation's shareholder agreement and bylaws, and the partnership agreement for a partnership or limited partnership, as applicable.

(4) A copy of the applicant's notice of prequalification status issued by the Department to operate an adult-use marihuana establishment. If the applicant does not have adult-use prequalification status from the Department, the application will not be processed by the City.

(5) The name and address of the proposed Marihuana Business and any additional contact information deemed necessary by the City Clerk, including the following:

(a) A copy of the deed reflecting the applicant's ownership of the proposed permitted premises, or a purchase agreement or option to purchase the proposed permitted premises as applicable; or

(b) A copy of the lease reflecting the right of the applicant to possess, or an agreement or option reflecting the applicant's right to lease, the proposed permitted premises, and a notarized statement from the owner of such property authorizing the use of the property for a marihuana business as applicable.

(6) For the applicant and every stakeholder, affirmation that each is at least 21 years of age.

(7) A criminal history background report of the applicant's criminal history from the Internet Criminal History Access Tool (ICHAT) or a Michigan State Police criminal history report for applicants residing in Michigan. For applicants who reside in any other state, federal or foreign jurisdiction, or who have resided in any other state, federal or foreign jurisdiction within 5 years prior to the date of the application provide a certified state, federal or foreign jurisdiction sponsored or authorized criminal history report. The applicant is responsible for all charges incurred in requesting and receiving the criminal

history report and the report must be dated within thirty (30) days of the date of the application.

(8) Written consent authorizing the City to obtain a criminal history report from the Michigan State Police, the Federal Bureau of Investigation, or other applicable state, federal or foreign jurisdiction law enforcement or police agency, to ascertain whether the applicant and stakeholders have any disqualifying convictions or convictions involving dishonesty, theft, fraud, or controlled substances.

(9) A current organization chart that includes position descriptions and the names of each person holding such position, which shall include date of birth, address, copy of photo identification, and email address for any operator, manager, or employee if other than the applicant.

(10) A complete list of all marihuana related business permits and licenses held by applicant.

(11) An attested disclosure whether the applicant or operator has ever had a business license revoked or suspended, and if revoked or suspended, the reason for such revocation or suspension and copies of the orders of revocation or suspension.

(12) An attestation that no applicant or stakeholder is ineligible from holding a state license to operate a marihuana commercial business.

(13) An attestation that the applicant consents to inspections, examinations, searches and seizures required or undertaken pursuant to enforcement of this ordinance.

(14) A statement that no applicant is in default to the City for any property tax, special assessment, utility charges, fines, fees or other financial obligation owed to the City.

(15) For the applicant and for each stakeholder a resume that includes a business history and any prior experience with a marihuana-related business.

(16) The proposed business plan of the applicant, which shall include without limitation, the following:

(a) A description of the type of the proposed adult-use marihuana commercial operation and its physical address; and

(b) A staffing plan which describes the anticipated or actual number of employees, including an estimate of the number and type of jobs that the business is expected to create, a proposed living wage or salary (at least 200 percent of the Federal Poverty Level for a family of two, at its hourly basis) for all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution, and a health and welfare benefits package to be paid for such jobs, unless otherwise prohibited by state law, and the goals and objectives to recruit, hire and promote residents of the City; and

(c) A staff training and education plan that the applicant will provide to employees; and

(d) The financial structure, source of financing, development and build-out budget and projected initial operating budget of the proposed Marihuana Business; and

(e) Short and long-term goals and objectives; and

(f) An explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents to be achieved by the establishment, a proposed living wage or salary (at least 200 percent of the Federal Poverty Level for a family of two, at its hourly basis) for all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution, and a health and welfare benefits package to be paid for such jobs, unless otherwise prohibited by state law, including plans for community outreach and worker training programs;

(g) If co-location of Marihuana Businesses is proposed, provide an explanation of the integration of such businesses, including a drawing showing the relationship between the businesses being co-located, including floor area and the separation provided between such

facilities, including identification of any points of entry, ingress or egress, and controls at each location; and

(h) A neighborhood communication/education plan and strategies; and

(i) Any charitable plans and strategies whether through financial donations or volunteer work.

(17) A lighting plan showing the lighting outside of the marihuana business for security purposes and compliance with applicable City outdoor lighting requirements;

(18) A security plan, including, but not limited to, lighting, alarms, barriers, recording/monitoring devices, safes, and/or security guard arrangements proposed for the establishment and premises. The security plan must contain the specification details of each item of security equipment.

(19) A to-scale diagram of the proposed licensed premises, no larger than 11 inches by 17 inches, showing, without limitation, building floor plan and layout, all entryways, doorways, or passageways, and means of public entry and exits to the proposed licensed premises, loading zones, available on-site parking spaces, including handicapped accessible spaces, fencing at the premises, and all areas in which marihuana will be stored, grown, manufactured or dispensed;

(20) Any proposed elevation drawings, and photographs or other depiction of materials to be visible on the exterior of the proposed Marihuana Business.

(21) A proposed marketing, advertising, and business promotion plan for the proposed Marihuana Business.

(22) A description of planned tangible capital investment in the City for each proposed Marihuana Business.

(23) A social equity plan that (a) promotes and encourages participation and ownership in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement, and that (b) positively impacts local residents.

(24) A depiction of any proposed signage, text or graphic materials to be shown on the exterior of the proposed Marihuana Business.

(25) A sanitation plan designed to protect against any marihuana being ingested on the premises by any person or animal, describing how the waste and byproduct will be stored and disposed of, and how any marihuana will be rendered unusable upon disposal. The sanitation plan shall include a copy of the proposed contract or letter of intent between the Applicant and sanitation waste provider.

(26) A proposed inventory and recordkeeping plan that will track payment method, amount of payment, time of sale, product quantity, and other product descriptors and compliance with the requirements of the Department.

(27) Proof of financial responsibility in the form of a commitment or letter of intent to issue an insurance policy covering the business and naming the City of Pontiac, its elected and appointed officials, employees, and agents, as additional insured parties, primary and non-contributory available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors, in the amount of:

- a. at least Two Million Dollars (\$2,000,000) for property damage;
- b. at least Two Million Dollars (\$2,000,000) for injury to one (1) person; and
- c. at least Two Million Dollars (\$2,000,000) for injury to two (2) or more person resulting from the same occurrence.

The insurance policy underwriter must have a minimum A.M. Best Company insurance ranking of B+, consistent with state law. The policy shall provide that the City shall be notified by the insurance carrier thirty (30) days in advance of any cancellation or reduction in coverages.

(28) A signed acknowledgement that the applicant understands that all matters related to marihuana cultivation, possession, dispensing, testing, transporting, distribution and use are subject to federal and state laws and regulations, and that the approval of a permit hereunder does not exonerate or excuse the applicant from abiding by the

provisions and requirements and penalties associated therewith. Further, the applicant completely releases and forever discharges the city and its respective employees, agents, facilities, insurers, indemnors, successors, heirs and/or assigns from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory or recovery, which the applicant or its stakeholders may now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way arise out of the applicant or stakeholders' application for a permit and, if issued a permit, the applicant or stakeholders' operation of a Marihuana Business.

(29) A scaled location area map that identifies the relative locations of, and distances from, Schools, childcare centers, public parks, and religious institutions, as measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the school, childcare center, religious institution, or public park, nearest to contemplated location, and from the primary point of ingress to the contemplated location.

(30) If the applicant is applying for a permit to operate a Retailer, a Social Equity Retailer, a Class A Microbusiness, a Designated Consumption Establishment, or a Temporary Marihuana Event, a description of drug and alcohol awareness programs to be provided by the applicant to customers and the public.

(31) If the applicant is applying for a permit to operate a grower, a cultivation plan that includes a description of the cultivation methods to be used. Outdoor grows are prohibited.

(32) If the applicant is applying for a permit to operate a grower, a chemical and pesticide storage plan that complies with the requirements of the Department.

(33) An applicant for a Marihuana Secure Transporter license shall provide copies of the vehicle registration for all commercial motor vehicles that will be used to transport marihuana or marihuana-infused products. A secure transporter must provide proof of no-fault automobile insurance with a company licensed to do business in Michigan with

limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(34) Any other information requested by the City Clerk considered to be relevant to the processing or consideration of the application.

(c) An applicant may apply for multiple Marihuana Business permits of the same or different nature, except that Class A Microbusiness applicants may not hold an ownership interest in a grower, processor, retailer, or social equity retailer, and social equity retailer permits are limited to social equity qualified applicants. No person who holds an ownership interest in a safety compliance facility or in a secure transporter may hold an ownership interest in a grower, a processor, a retailer, a social equity retailer, or a Class A microbusiness.

Sec. 13. Marihuana Business Permit Application Process.

(a) Upon receipt of a completed application meeting the requirements of this ordinance and payment of the permit application fee, the Clerk shall refer a copy of the application to the fire department and the Community Development Department, the planning division, and other affected departments for review and compliance with the City Code.

(b) No application for a permit shall be approved unless:

(1) The fire department and the Community Development Department and other affected departments have inspected the proposed location for compliance with all state and local building, electrical, fire, mechanical and plumbing requirements.

(2) The Community Development Department, the planning division, and other affected departments have confirmed that the proposed location complies with the zoning ordinance.

(3) The proposed Marihuana Business has been issued a certificate of occupancy and, if necessary, a building permit.

(4) The City Treasurer confirms the applicant and each stakeholder and the proposed location of the Marihuana Businesses are not in default to the City.

(c) After sixty (60) days from the effective date of this ordinance, the Clerk shall begin accepting adult-use Marihuana Business applications for a permit to operate a grower, processor, secure

transporter, safety compliance facility, marihuana event organizer, and temporary marihuana event.

(d) The Clerk shall award a conditional permit to any applicant for a permit to operate a grower, processor, secure transporter, safety compliance facility, marihuana event organizer, and temporary marihuana event, upon the determination by the Clerk that the application is complete, the applicant receives the City and State of Michigan approvals required in this ordinance, and the applicant meets all of the requirements of this ordinance and the City Code, including the zoning ordinance. If the City Clerk identifies, or is informed of, a deficiency in an application, the applicant has two (2) weeks to correct the deficiency after notification by the City Clerk. The Clerk will grant a final permit if the applicant obtains final site plan approval and special land use approval within 6 months of receiving a conditional permit, and obtains an operating permit from the City and an operating license from the Department within 18 months after the conditional permit is granted and enters into a written agreement with the City confirming that the marihuana establishment will operate in accordance with the business plans, building plans, design standards, social equity plans and all other operational standards described by the applicant in the application materials submitted. The agreement shall further provide that if the establishment breaches the agreement, then the City may revoke authorization of the establishment following notice and a public hearing, and that in such event, the City shall be entitled to injunctive relief barring further operation of the establishment in the City. An extension of 6 months to obtain an operating permit from the City and an operating license from the Department may be granted in the discretion of the Clerk upon a showing of good cause for the delay.

(e) Retailer, Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment Applications. After sixty (60) days from the effective date of this ordinance, the Clerk shall set a 21-day application window period during which applicants may apply for a Retailer, Social Equity Retailer (limited to Social Equity Qualified applicants), Class A Microbusiness and Designated Consumption Establishment permits. After the 21-day application window closes, the Clerk shall assess, evaluate, score and rank all applications for permits to operate a Retailer, Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment submitted during the twenty-one (21) day application window period. The Clerk shall review all submitted applications for completeness.

(f) In its application assessment, evaluation, scoring, ranking, and deliberations related to permits to operate a Retailer, Social Equity Retailer, Class A Microbusiness, and Designated Consumption Establishment, the Clerk shall assess, evaluate, score, and rank each application based upon a point-based scoring and ranking procedure which shall be approved by City Council resolution, consistent with the requirements, conditions, and provisions of this ordinance in each of the following categories:

(1) The content and sufficiency of the information required to be in the application under this ordinance. Applicant must have submitted all required materials for each category in a professional, organized manner with clear and accurate labeling of all required items. Failure to clearly and accurately label and organize the application materials will result in the deduction of points. The maximum number of scoring points in this category shall be five (5) points.

(2) Whether the proposed Marihuana Business will have a detrimental impact on the surrounding area and neighborhood including the distance of the establishment to properties zoned or used residentially; traffic patterns, traffic mitigation and resident safety; plans for litter control, loitering, noise mitigation, odor mitigation. Applicant shall submit a traffic impact study by a professional traffic engineer. Applicant shall submit a sanitation plan designed to protect against any marihuana being ingested on the premises by any person or animal, describing how the waste and byproduct will be stored and disposed of, and how any marihuana will be rendered unusable upon disposal. The sanitation plan shall include a copy of the proposed contract between the Applicant and sanitation waste provider. Applicant shall submit an odor control plan satisfying the criteria in Sec. 15 of this ordinance. The maximum number of scoring points in this category shall be twenty (20) points.

(3) Neighborhood Communication/Education Plan on behalf of the proposed Marihuana Business. The plan shall include meetings, at least once per year, with the neighborhood organizations, residents and general public, and to provide a contact for on-going public information, questions and concerns. Written notice to all property owners within 1500 feet of the marihuana business location, neighborhood organizations and City Clerk shall be provided a copy of the written notice two (2) weeks before the public meeting. In addition, to other methods of notice, the written notice shall be sent by mail at least two (2) weeks

before the public meeting. The maximum number of scoring points in this category shall be ten (10) points.

(4) Whether the applicant or its stakeholders have made, or plan to make, significant physical investment and improvements to the building where the proposed Marihuana Business is to be located, including the applicant's financial structure, source of financing, development and build-out budget and projected initial operating budget of the proposed Marihuana Business and proposed tangible capital investment; the current and proposed condition of the proposed location; and the applicant's ownership stake in the physical location of the establishment. The maximum number of scoring points in this category shall be ten (10) points.

(5) Whether the applicant and all of its stakeholders have a record of acts that are not detrimental to the public health, security, safety, morals, good order, or general welfare prior to the date of the application; applicant shall demonstrate and document a history of regulatory compliance with all federal, state and local laws and regulations, and shall disclose all complaints, judgments, convictions, administrative and regulatory decisions, permit and license suspensions, revocations and fines, rendered by any federal, state and local government agencies, including but not limited to wage and hour laws, anti-discrimination and civil rights laws, and occupational, health and safety laws. The maximum number of scoring points in this category shall be ten (10) points.

(6) Whether the applicant has disclosed and documented sufficient financial resources and total amount of capitalization to develop, operate and maintain a Retailer, Social Equity Retailer, Class A Microbusiness or Designated Consumption Establishment, and demonstrates the requisite business experience to execute, the submitted business plan and other plans required by this ordinance. The applicant should disclose and document sources and total amount of capitalization to operate and maintain a Retailer establishment, a Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment, and include a CPA attested financial statement, a valid pro forma for three years, proof of financial responsibility in the form of a commitment or letter of intent to issue an insurance policy satisfying the criteria in Sec. 12 (b)(27) of this ordinance, attest that the applicant and any of its owners have not filed bankruptcy in the last seven (7) years, have not had liens placed upon financial accounts or property by the Internal Revenue Service or

state Treasuries, and has filed personal and/or corporate income tax returns for the past five (5) years. The maximum number of scoring points in this category shall be twenty (20) points.

(7) Description of staffing plan that includes the number and type of full-time and part-time positions the applicant intends to create; the proposed living wage or salary (at least 200 percent of the Federal Poverty Level for a family of two, at its hourly basis) for all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution, the applicant intends to pay employees, unless otherwise prohibited by state law; whether the applicant has articulated plans and strategies to recruit, hire and mentor for career advancement, a percentage of diverse residents from the City of Pontiac, including those residents who are veterans, low income and/or have a prior controlled substance record (excluding distribution of a controlled substance to a minor); a staff training and education plan that the applicant will provide to employees; an explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents to be achieved by the establishment; short and long-term goals and objectives; and whether the applicant has articulated plans to provide employee health and welfare benefit plans, including, but not limited to, sick leave, maternity leave, and paternity leave. The applicant shall maintain and provide data to the City Clerk supporting its staffing plan which shall be considered at the time of renewal of any permit issued pursuant to this ordinance to determine compliance. The maximum number of scoring points in this category shall be ten (10) points.

(8) Planned philanthropic initiatives and community improvement programs aimed at the City of Pontiac, which may include a \$1,000 donation to a fund administered by the City used to promote social equity in the City of Pontiac, a negatively impacted community, by promoting advocacy around criminal justice issues related to marihuana prohibition, supporting youth who have been negatively impacted by the war on drugs as it relates to the prohibition of marihuana, and community education and outreach on adult-use marihuana in general. The maximum number of scoring points in this category shall be ten (10) points.

(9) Whether the applicant received conditional approval for a medical marihuana provisioning center permit pursuant to City of Pontiac's Medical Marihuana Facilities Ordinance, Article XXX , Section 26.1491 et seq., is not currently in default of compliance with Article XXX, and has received site plan approval from the City's Community Development Department and has started construction of the medical marihuana provisioning center subject to receipt of a valid building permit from the City not less than 30 days prior to the application for Marihuana Retailer or Social Equity Retailer permit. The maximum number of scoring points in this category shall be twenty (20) points.

(10) Whether the applicant has rehabilitated and/or redeveloped within three (3) years before the submittal of the application under this ordinance, or will rehabilitate and/or redevelop, an existing building by demolishing and rebuilding or completely renovating a building that has been vacant or had been vacant as registered with the City for one (1) year or more. The maximum number of scoring points in this category shall be ten (10) points.

(11) Whether the applicant has rehabilitated and/or redeveloped within three (3) years before the submittal of the application under this ordinance, or will rehabilitate and/or redevelop, an existing building by demolishing and rebuilding or completely renovating a building that has been cited as blighted or dangerous or had been cited as blighted or dangerous (as such term is defined in the City's Code of Ordinances). The maximum number of scoring points in this category shall be ten (10) points.

(12) Whether an applicant proposes a social equity plan that promotes and encourages social equity participation and ownership in the marihuana industry by persons who reside in disproportionately impacted communities in those Michigan communities designated by the State of Michigan, who have been disproportionately impacted by marijuana prohibition and enforcement, and to positively impact those communities, in accordance with MCL 333.27958(1)(j). The maximum number of scoring points in this category shall be fifteen (15) points.

(13) Whether an applicant demonstrates social equity participation and greater than 50% ownership by persons who reside in disproportionately impacted communities in those Michigan communities designated by the State of Michigan, who have been disproportionately impacted by marijuana prohibition and enforcement, and to positively

impact those communities, in accordance with MCL 333.27958(1)(j). The maximum number of scoring points in this category shall be fifteen (15) points.

(g) Overall scoring and ranking shall be conducted and applied by the Clerk on the basis of assigned points from zero (0) points to one hundred and sixty five (165) points with the lowest overall total score as zero (0) points and the highest possible total score being one hundred and sixty five (165) points.

(h) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate retailer establishments, awarding conditional permits to the seventeen (17) highest scoring applicants. In the event of an evaluation scoring tie, which causes there to be more than seventeen (17) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Retailer. In the event that the number of Retailer permits falls below the maximum number authorized under this ordinance, the clerk shall not be required to score applicants. Instead, the clerk shall evaluate applications in the order that they are submitted and shall award permits for Retailers to an applicant who submits a complete application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall the number of Retailer permits exceed the maximum number authorized under this ordinance.

(i) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Class A Microbusinesses, awarding conditional permits to the five (5) highest scoring applicants. In the event of an evaluation scoring tie, which causes there to be more than five (5) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Class A Microbusiness. In the event that the number of Class A Microbusiness permits falls below the maximum number authorized under this ordinance, the Clerk shall not be required to score applicants. Instead, the Clerk shall evaluate applications in the order that they are submitted and shall award permits for Class A Microbusinesses to an applicant who submits a complete

application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall the number of Class A Microbusiness permits exceed the maximum number authorized under this ordinance.

(j) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Designated Consumption Establishments, awarding conditional permits to the three (3) highest scoring applicants for the North of Huron locations. In the event of an evaluation scoring tie, which causes there to be more than three (3) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Designated Consumption Establishment. In the event that the number of Designated Consumption Establishment permits falls below the maximum number authorized under this ordinance, the Clerk shall not be required to score applicants. Instead, the Clerk shall evaluate applications in the order that they are submitted and shall award permits for Designated Consumption Establishment to an applicant who submits a complete application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall the number of Designated Consumption Establishment permits exceed the maximum number authorized under this ordinance.

(k) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Designated Consumption Establishments, awarding conditional permits to the three (3) highest scoring applicants for the South of Huron locations. In the event of an evaluation scoring tie, which causes there to be more than three (3) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Designated Consumption Establishment. In the event that the number of Designated Consumption Establishment permits falls below the maximum number authorized under this ordinance, the Clerk shall not be required to score applicants. Instead, the Clerk shall evaluate applications in the order that they are submitted and shall award permits for Designated Consumption Establishment to an applicant who submits a complete application, receives the approvals required in this section, and meets

the requirements of this ordinance. However, in no event shall the number of Designated Consumption Establishment permits exceed the maximum number authorized under this ordinance.

(l) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Social Equity Retailer establishments, awarding conditional permits to the six (6) highest scoring applicants. In the event of an evaluation scoring tie, which causes there to be more than six (6) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Social Equity Retailer. In the event that the number of Social Equity Retailer permits falls below the maximum number authorized under this ordinance, the clerk shall not be required to score applicants. Instead, the clerk shall evaluate applications in the order that they are submitted and shall award permits for Social Equity Retailers to an applicant who submits a complete application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall the number of Social Equity Retailer permits exceed the maximum number authorized under this ordinance.

(m) The Clerk will grant a final permit to a retailer, social equity retailer, Class A microbusiness and designated consumption establishment if the applicant obtains final site plan approval and special land use approval within 6 months of receiving a conditional permit, obtains an operating permit from the City and an operating license from the Department within 18 months after the conditional permit is granted, and enters into a written agreement with the City confirming that the marihuana establishment will operate in accordance with the business plans, building plans, design standards, social equity plans and all other operational standards described by the applicant in the application materials submitted. The agreement shall further provide that if the establishment breaches the agreement, then the City may revoke authorization of the establishment following notice and a public hearing, and that in such event, the City shall be entitled to injunctive relief barring further operation of the establishment in the City. An extension of 6 months to obtain an operating permit from the City and an operating license from the Department may be granted in the discretion of the Clerk upon a showing of good cause for the delay.

(n) Nothing in this section is intended to confer a property or other right, duty, privilege or interest in a permit of any kind or nature whatsoever, including, but not limited to, any claim of entitlement.

(o) The Clerk may engage professional expert consultant assistance in performing the Clerk's duties and responsibilities under this Ordinance.

Sec. 14. Social Equity Retailers

(a) The City has created a permit process to allow state social equity qualifiers to apply for and be awarded social equity retailer permits in zoning districts designated in the City zoning ordinance. The City shall permit six (6) social equity retailer licenses for social equity applicants, including franchisees, who demonstrate and document 51% or more ownership by social equity qualifying applicants, including ownership structure of the entity that identifies the ownership percentage held by each stakeholder.

(b) Social equity applicants for social equity retailer permits may apply for other available adult-use permits including retailer establishment permits, except they may not apply for a Class A microbusiness, safety compliance facility or secure transporter permit. Social equity retailer applicants are limited to one application per location. Multiple applications for the same social equity establishment location shall be disqualified.

Sec. 15. Odor Control.

(a) No Marihuana Business, permittee, person, tenant, occupant, licensee, landlord or property owner shall permit the release of marihuana odors from any origin to cause obvious odors emanating from the premises in which they derived and interfere with the reasonable and comfortable use and enjoyment of another's property. Whether or not a marihuana odor interferes with the reasonable and comfortable use and enjoyment of another's property shall be determined by the objective standards of a reasonable person of normal sensitivity.

(b) Marihuana Businesses shall use sufficient procedures to prevent smoke, odor, debris, dust, fluids and other substances from escaping the premises of the Marihuana Business. If any smoke, odor, debris, dust, fluids or other substances leave the Marihuana Business in a detectable amount sufficient to interfere with the reasonable and comfortable use and enjoyment of adjacent property, or that causes damage to property, the permittee for the Marihuana Business and the owner of the premises shall be jointly and severally liable for such conditions and shall be responsible for immediate, full cleanup and correction of such condition. The permittee shall properly dispose of all such materials, and other substances in a safe,

sanitary, and secure manner in compliance with all federal and state laws and regulations, and this chapter.

1. A plan for ventilation of the Marihuana Business that describes the ventilation systems that will be used to prevent any odor of marihuana off the premises of the business. Such plan shall also include all ventilation systems used to control the environment for the plants and describe how such systems operate with the systems preventing any odor leaving the premises. For marihuana infused products, such plan shall also include all ventilation systems used to mitigate noxious gases or other fumes used or created as part of the production process.

2. Cultivated, produced, or distributed by a Marihuana Business. A Marihuana Business shall be ventilated so that the odor of marihuana cannot be detected by a person with a normal sense of smell at the exterior of the Marihuana Business or at any adjoining use or property.

3. Sufficient measures and means of preventing smoke, odor, debris, dust, fluids and other substances from exiting a Marihuana Business must be provided at all times. In the event that any odors, debris, dust, fluids or other substances exit a marihuana establishment, the owner of the subject premises and the permittee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The Marihuana Business shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations.

Sec. 16. Social Equity

(a) A permittee must use good-faith efforts in hiring employees who have been negatively impacted by marihuana prohibition. Adult-use recreational marihuana businesses should use good-faith efforts to hire and retain 25 percent of its employees who are low income or live in the City of Pontiac.

Sec. 17. Class A Microbusinesses

(a) A Class A microbusiness is subject to all applicable provisions in this Ordinance related to growers, processors, and retailers.

(b) All Class A Microbusinesses, shall comply with all applicable requirements of the City of Pontiac's zoning ordinance except where otherwise specified in this Ordinance.

(c) All Class A Microbusinesses shall be classified as Special Land Uses in the permitted zoning districts.

(d) A masonry screen wall shall be provided along all property lines abutting property that is zoned for residential use, subject to the requirements of the Pontiac Code of Ordinances.

(e) Class A Microbusinesses are prohibited if the location is within 1,000 feet from any pre-existing School; (i) the distance separation requirement between the school and the contemplated location set forth above shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the School, and from the primary point of ingress to the contemplated location along the centerline to the primary street address building entrance, regardless of the ownership of property or Permittee.

(f) Class A Microbusinesses located outside of the Downtown Overlay District shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises between the hours of 10:00 p.m. and 7:00 a.m. Class A Microbusinesses located in the Downtown Overlay District shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises, between the hours of 2:00 a.m. and 7:00 a.m.

(g) Drive throughs and drive through, walk-up window service, and curbside service shall be a prohibited use for all Class A Microbusinesses.

Sec. 18. Designated Consumption Establishments.

(a) All Designated Consumption Establishments shall comply with all applicable requirements of the City of Pontiac's zoning ordinance.

(b) Designated Consumption Establishments shall be limited to Downtown Overlay District as identified in the City zoning ordinance and on the City Zoning Map, with three Designated

Consumption Establishments permitted north of Huron Street and three Designated Consumption Establishments permitted south of Huron Street.

(c) Designated Consumption Establishments shall be closed for business, and no consumption of marihuana in any form shall occur upon the premises between the hours of 2:00 a.m. and 7:00 a.m.

(d) Designated Consumption Establishments shall be classified as Special Land Uses in the permitted zoning districts.

(e) A masonry screen wall shall be provided along all property lines abutting property that is zoned for residential use, subject to the requirements of the Pontiac Code of Ordinances.

(f) Designated Consumption Establishments are prohibited if the location is within 1,000 feet from any pre-existing School; (i) the distance separation requirement between the school and the contemplated location set forth above shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the School, and from the primary point of ingress to the contemplated location along the centerline to the primary street address building entrance, regardless of the ownership of property or Permittee.

(f) A Designated Consumption Establishment shall:

(1) Install and maintain an operable ventilation and filtration system to remove smoke to the outside of the building and eliminate odor at the property line of the premises;

(2) Prominently display a sign near the entrance of the business which carries the following warning:

WARNING: Marihuana use by pregnant or breastfeeding women, or by women planning to become pregnant, may result in fetal injury, preterm birth, low birth weight, or developmental problems for the child.

Sec. 19. Marihuana Business Co-Location and Stacking.

(a) Separate Marihuana Business grower, processor, retailer, social equity retailer, Class A microbusiness, and designated consumption establishment uses, shall be permitted to co-locate

at a single property subject to permit approval for each use from the City. Co-located establishments operating at the same location must have permit approval for each Marihuana Business type and use described above.

(b) Consistent with the MRTMA and the Rules, applicants for Class C grower permits shall be allowed to stack and receive multiple Class C grower permits, and to operate under each permit in a single establishment.

Sec. 20. Transfer of Location Prohibited; Transfer of Ownership and Assets.

(a) Transfer of Location Prohibited. Permittees may not transfer a permit issued under this ordinance to a different location.

(b) Transfer of Ownership or Assets. Permittees may apply to the Clerk to transfer ownership or assets of a permittee's business and the permit issued under this ordinance to a different individual or entity, subject to receiving in advance written approval from the Clerk and the Department pursuant to the MRTMA and the Rules. In order to request City approval to transfer ownership or assets and a permit to a different individual or entity, the permittee must make a written request to the Clerk, indicating the current permittee and the proposed permittee. The proposed permittee shall submit a complete application to the Clerk, and the Clerk shall grant the request so long as the proposed permittee meets all requirements outlined in this Ordinance and the Department authorizes the transfer pursuant to the MRTMA and the Rules. A sale or transfer of an ownership interest of a social equity applicant shall be at a price no less than fair market value and the buyer or transferee shall be qualified as a social equity applicant.

(c) With submission of a complete transfer of ownership or assets application, the proposed permittee for an ownership or asset transfer shall pay a nonrefundable application fee of \$5,000.00, in order to offset costs of the City associated with review of the proposed permittee's qualifications for a permitted marihuana business operation.

Sec. 21. Permits Generally

(a) Permittees shall report any material change in the required information to the Clerk within twenty four (24) hour and shall report any non-material change in the required information to the Clerk within ten (10) business days of the change. Failure to do so may result in a fine, suspension or revocation of the license.

(b) Permit approval shall not be effective, and no Marihuana Business may operate, unless the Marihuana Business has obtained a State License, the site of the proposed use and proposed structure for the Marihuana Business has zoning approval for such use, and the final site plan and special exception permit has been approved by the Planning Commission.

Sec. 22. Term of Marihuana Business Permit.

(a) Approval of a permit shall be for a period of one calendar year subject to continued compliance with this ordinance, the City Code, MRTMA and the Rules.

(b) Each permit for that current year shall be displayed in a conspicuous spot in the location.

(c) A permittee shall remove any expired permit on display and replace it with the current permit. A permittee shall not attempt nor act in any fraudulent manner in regard to the display of any permit.

Sec. 23. Closing of Marihuana Business.

(a) A permittee that closes a Marihuana Business must comply with the requirements issued by the Michigan Cannabis Regulatory Agency.

(b) Within thirty (30) days of a permittee ceasing operations, written notification must be provided to the City Clerk. (c) The permittee shall furnish to the City a current forwarding address, phone number and email for all permittees.

(d) The permittee shall surrender its Marihuana Business permit to the City upon the expiration of the thirty (30) days' notice to the City.

Sec. 24. Annual Marihuana Business Permit Renewal.

(a) Application for a permit renewal shall be made in writing to the Clerk at least 30 days prior to the expiration of an existing permit. Failure to submit a completed application for renewal of an existing permit along with the required renewal fee to the City Clerk on or before the license expiration date shall be grounds for the revocation or suspension of a permit. Any authorized establishment that has not timely submitted a renewal application as required herein shall suspend all business operations until such time as a renewal permit has been obtained.

(b) An application for permit renewal shall be made under oath on forms provided by the Clerk.

(c) An application for permit renewal shall be accompanied by a renewal fee of \$5,000.00 for each permit to help defray administrative and enforcement costs of the City associated with the operation of the Marihuana Business.

(d) Upon receipt of a completed application for renewal of a permit meeting the requirements of this ordinance and payment of the permit renewal fee, the Clerk shall refer a copy of the renewal application to the fire department and the Community Development Department, planning division, and other appropriate City departments and officials for review.

(e) No application for a permit renewal shall be approved unless:

(1) The fire department and the Community Development Department, planning division, and other appropriate departments have, within the past calendar year, inspected the proposed location for compliance with all state and local building, electrical, fire, mechanical and plumbing requirements.

(2) The Community Development Department, planning division, and other relevant departments have confirmed that the location complies with the zoning ordinance.

(3) The permittee possesses the necessary State Operating Licenses in good standing with the Department.

(4) The applicant has operated the Marihuana Business in accordance with the conditions and requirements of this ordinance and the City Code.

(5) The permittee has not been determined to be a public nuisance.

(6) An explanation, with supporting factual data, that the operations of the business have been consistent with all of the plans submitted with its application for a permit, including but not limited to the staffing plan, the neighborhood communication/education plan, and proof of an insurance policy covering the business and naming the City of Pontiac, its elected and appointed officials, employees, and agents, as additional insured parties, primary and non-contributory available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors, in the amount of:

a. at least Two Million Dollars (\$2,000,000) for property damage;

- b. at least Two Million Dollars (\$2,000,000) for injury to one (1) person; and
- c. at least Two Million Dollars (\$2,000,000) for injury to two (2) or more person resulting from the same occurrence.

The insurance policy underwriter must have a minimum A.M. Best Company insurance ranking of B+, consistent with state law. The policy shall provide that the City shall be notified by the insurance carrier thirty (30) days in advance of any cancellation or reduction in coverages.

(7) An explanation, with supporting factual data, of the efforts and success achieved by the social equity plan of the business to promote and encourage participation in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement, and the positive impact of the social equity plan on local residents.

(9) The City Treasurer has confirmed that the applicant and each stakeholder is not in default to the City for any property tax, special assessment, utility charges, fines, fees or other financial obligation owed to the City.

(10) The City has reviewed the application and determined that the applicant has satisfied the requirements of this Ordinance with respect to the criminal background check and security plan.

(11) Unless the applicant shows good cause, the applicant shall demonstrate to the City Clerk that the applicant was open and conducting business for a minimum of twenty (20) hours per week during each and every week of the prior year. The term "good cause" shall mean substantial grounds, such as an emergency, fire damage, or other unforeseeable circumstances that prevented the applicant from conducting business for a minimum of twenty (20) hours per week during each and every week of the prior year. Economic or financial decisions, or inability to secure capital or financial resources that prevented an applicant from conducting business for a minimum of twenty (20) hours per week during the prior year shall not be good cause.

(f) If written approval is given by each department or entity identified in this section, and the Clerk determines that the applicant has satisfied subsections (a), (b), (c), (d) and (e) of this Section, then the Clerk shall renew the permit of the applicant.

Sec. 25. Denial, Nonrenewal, Suspension, or Revocation of Marihuana Business Permit; Basis for Action; Appeal.

(a) Each Marihuana Business within the City for which a permit is granted shall be operated and maintained in accordance with all applicable City, State and federal laws, rules, and regulations. Any permit issued under this Ordinance may be revoked or suspended by the City after written notice and an administrative hearing if a City official finds and determines that grounds for revocation or suspension exist. Any grounds for revocation or suspension of a permit must be provided to the permittee at least ten (10) days prior to the date of the hearing by first class mail to the address given on the application or any address provided to the Clerk in writing subsequent to the filing of an application. The Clerk shall notify an applicant of the reasons for denial of an application for a permit, for permit renewal, or for suspension or revocation of a permit, or any adverse decision under this ordinance and provide the applicant or permittee an administrative hearing with the opportunity to be heard.

(b) In addition to any other reasons set forth in this ordinance, the City may refuse to issue a permit, may refuse to grant renewal of a permit, and may suspend or revoke a permit pursuant to Pontiac City Ordinance sections 1-24 or for any of the following reasons:

(1) A violation of any provision of this Ordinance, including, but not limited to, the failure to provide the information required by this Ordinance;

(2) Any disqualifying conviction or pattern of convictions by the permittee or any stakeholder of the permittee including any conviction of any felony or any misdemeanor involving controlled substances, theft, or dishonesty by the applicant, permittee, stakeholder, or any person holding an ownership interest in the licensee;

(3) Failure of the permittee to obtain or maintain a State License or approval pursuant to MRTMA and MMFLA;

(4) Commission of fraud or misrepresentation or the making of a false statement by the applicant, permittee, or any stakeholder of the applicant or permittee, while engaging in any activity for which this Ordinance requires a permit;

- (5) The Marihuana Business is determined by the City to have become a public nuisance or otherwise is operating in a manner detrimental to the public health, safety or welfare;
 - (6) Failure of the permittee to maintain the property causing a blighted or other condition in violation of any City ordinance, including but not limited to, Ord. No. 2355, 8-9-18, or in violation of any state law, including but not limited to, MCL 125.538 to 125.542.
 - (7) Any default in the payment of any charges, taxes, or fees, to the City if not cured upon thirty (30) days following notice sent by electronic means or mail to the address of the Marihuana Business. This cure period does not apply to scoring of initial applications for Retailer, Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment permits;
 - (8) Violation of any State law applicable to Marihuana Businesses.
 - (9) Failure to obtain or maintain a certificate of occupancy from the Building Department;
 - (10) Failure of the permittee to obtain or maintain a permit or to renew a permit from the City Clerk; or
 - (11) The establishment's approved site plan is determined to be in substantial violation by the City.
 - (12) Applicants submitted more than one application for the same location.
- (c) Appeal of denial of an application, denial of renewal, or revocation or suspension of a permit: Any applicant or permittee aggrieved by the denial, non-renewal, suspension or revocation of a permit or adverse decision under this ordinance may appeal to the Clerk, by filing with the Clerk, within fourteen (14) days after notice of the action complained of has been mailed or e-mailed to the applicant or to permittee's last known address on the records of the Clerk, a written statement setting forth fully the grounds for the appeal. The Clerk shall appoint a hearing officer to hear and evaluate the appeal and make a written recommendation and report to the Clerk. The Clerk shall review the report and recommendation of the hearing officer and issue a written decision. The Clerk's decision may be appealed to the Marihuana Business Commission by filing an appeal in writing to the Marihuana Business Commission no later than thirty (30) days after the Clerk's decision. The review on appeal of a denial, non-renewal, suspension, or revocation or adverse

action shall be by the Marihuana Business Commission pursuant to this ordinance. The Marihuana Business Commission shall overturn a decision or finding of the Clerk if it finds such decision or finding to be arbitrary or capricious and/or not supported by material, substantial, and competent facts on the whole record considered by the Clerk in arriving at such decision or finding. Any decision by the Marihuana Business Commission on an appeal shall be final for purposes of judicial review. The Clerk may engage professional consultants to assist with the review and scoring of applications under this section.

(d) Following the denial of a permit to an applicant for a retailer permit, social equity retailer permit, Class A microbusiness permit or designated consumption establishment permit, and any subsequent appeal during the recommendation and issuance process, the Clerk may move to recommend the application with the next highest number of scoring points as determined in the application process to be awarded a permit.

(e) The City Clerk shall notify the Michigan Cannabis Regulatory Agency of all renewal applications which are renewed or denied, and all permits that are suspended or revoked.

(f) A permittee whose renewal application is denied, must submit a new application as a new applicant.

Sec. 26. Penalties; temporary suspension of a permit.

(a) The City may require an applicant or permittee of a Marihuana Business to produce documents, records, or any other material pertinent to the investigation of an applicant or permittee or to an alleged violation of this Ordinance or state law and rules. Failure to provide the required material may be grounds for application denial, or permit suspension or revocation.

(b) Any person in violation of any provision of this Ordinance, including the operation of a Marihuana Business without a permit shall be responsible for a civil infraction and shall be subject to a civil fine and costs. Increased civil fines may be imposed for a repeat violation. As used in this Ordinance "repeat violation" shall mean a second or any subsequent infraction of the same requirement or provision committed by a person or establishment within any twenty-four (24) month period. Unless otherwise specifically provided in this Ordinance, the penalty schedule is as follows:

- (1) Five Hundred Dollars (\$500), plus costs, for the first violation;

- (2) One Thousand Dollars (\$1,000), plus costs, for a repeat violation;
- (3) Three Thousand Dollars (\$3,000), plus costs for any repeat violation that continues for more than one day.

(c) The City may temporarily suspend a Marihuana Business permit without a prior hearing if the City finds that public safety or welfare requires emergency action affecting the public health, safety, or welfare. The City shall cause the temporary suspension by issuing a suspension notice in connection with institution of proceedings for notice and a hearing.

(d) If the City temporarily suspends a permit without a prior hearing, the permittee is entitled to a hearing within thirty (30) days after the suspension notice has been served on the permittee or posted on the permitted premises. The hearing shall be limited to the issues cited in the suspension notice.

(e) If the City does not hold a hearing within thirty (30) days after the date the suspension was served on the permittee or posted on the permitted premises, then the suspended permit shall be automatically reinstated and the suspension vacated.

(f) The penalty provisions herein are not intended to foreclose any other remedy or sanction that might be available to, or imposed by the City, including criminal prosecution.

Sec. 27. Severability Clause.

Should any word, phrase, sentence, paragraph, or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect.

Sec. 28. Effective Date.

This Ordinance shall become effective: (a) 30 days following the date of adoption, (b) the effective date of the amendment to ordinance #2360 (removing the prohibition of marihuana establishments); or (c) the effective date of the zoning code text amendments permitting Adult-Use Marihuana Business land uses, whichever is later.

Sec. 29. Publication.

CERTIFICATION

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Pontiac, County of Oakland, State of Michigan, at a regular meeting of the City Council held on _____ day of _____, 2023, and public notice of said meeting was given pursuant to and in accordance with the requirements of Act No. 267 of the Public Acts of 1976, as amended, being the Open Meetings Act, and the minutes of said meeting have been or will be made available as required by said Act.

Members Present: _____

Members Absent: _____

It was moved by Member _____ and supported by Member _____ to adopt the Ordinance.

Members voting Yes: _____

Members voting No: _____

Members Abstaining: _____

The Ordinance was declared adopted by the Mayor and has been recorded with the City of Pontiac.

Garland Doyle, City Clerk
City of Pontiac, Michigan

ADOPTED:

PUBLISHED:

EFFECTIVE:

#5

ORDINANCE

CITY OF PONTIAC

ORDINANCE NO. # _____

AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO INCLUDE ADULT-USE MARIHUANA BUSINESSES IN DESIGNATED OVERLAY DISTRICTS AND USES TO INCLUDE:

ARTICLE 2, CHAPTER 1, SECTION 2.101, TABLE 1 ZONING DISTRICTS, SPECIAL PURPOSE ZONING DISTRICTS;

ARTICLE 2, CHAPTER 2, SECTION 2.203; SECTION 2.204; SECTION 2.205; and SECTION 2.303, TABLE 2.1-USSES PERMITTED WITHIN ADULT-USE MARIHUANA OVERLAY DISTRICTS; AND PRIMARY CAREGIVERS OR CAREGIVERS USE PERMITTED IN ZONING DISTRICTS IP-1 AND M-1 BY SPECIAL EXCEPTION;

ARTICLE 2, CHAPTER 3, SECTION 2.304; SECTION 2.305; SECTION 2.306; SECTION 2.307; SECTION 2.308; SECTION 2.309; SECTION 2.310; SECTION 2.311; SECTION 2.312; SECTION 2.313; SECTION 2.314, TO AMEND TABLE 2 REFERENCE TO TABLE 2.1

ARTICLE 2 CHAPTER 4; SECTION 2.403; TO AMEND TABLE 2 REFERENCE TO TABLE 2.1

ARTICLE 2 CHAPTER 4; SECTION 2.501; TO AMEND TABLE 2 REFERENCE TO TABLE 2.1

ARTICLE 2, CHAPTER 5 – DEVELOPMENT STANDARDS FOR SPECIFIC USES TO ADD SECTIONS 2.551 Adult-Use Marihuana Grower Establishments; 2.552 Adult-Use Marihuana Processor; 2.553 Adult-Use Marihuana Retailer; Social Equity Retailer; 2.554 Adult-Use Class A Microbusiness; 2.555 Adult-Use Marihuana Designated Consumption Establishment; 2.556 Adult-Use Marihuana Safety Compliance Facility; 2.557 Adult-Use Marihuana Secure Transporter; 2.558 Temporary Marihuana Event; AND 2.559 Primary Caregiver or Caregiver;

ARTICLE 3, SPECIAL PURPOSE ZONING DISTRICTS TO ADD CHAPTER 12 – ADULT-USE MARIHUANA BUSINESS OVERLAY DISTRICTS; AND

ARTICLE 4, SECTION 2, SECTION 4.206; TO AMEND TABLE 2 REFERENCE TO TABLE 2.1

ARTICLE 4, SECTION 3, SECTION 4.303; TO AMEND TABLE 2 REFERENCE TO TABLE 2.1

ARTICLE 7 DEFINITIONS TO ADD CHAPTER 2 AND CHAPTER 3, Article 7 – Definitions.

THE CITY OF PONTIAC ORDAINS:

Article 2, Chapters 1 and 2, Section 2.101 Table 1 and Section 2.303 Table 2, Zoning Districts to add:

Abbreviation	General Zoning Districts	Abbreviation	Special Purpose Zoning Districts
To Remain The Same	To Remain The Same	--	--
		--	--
		AUMOD	Adult-Use Marihuana Overlay District

Amend Article 2, Chapter 2, Section 2.203, Permitted Uses By District:

A. **Uses Permitted in Each District.** Except for Adult-Use Marihuana Business uses, Table 2 lists the permitted uses in each district. Table 2.1 and Table 2.2 list the permitted Adult-Use Marihuana Business uses in each Adult-Use Marihuana Overlay Districts as defined in this ordinance. Refer to Article 7, Chapter 2 for definitions of all uses listed in the following *Table 2.1 and Table 2.2*. In addition, Primary Caregivers shall be permitted by special exception in IP-1 and M-1 Zoning Districts.

B. **Development Standards Applicable to Uses.** Whenever a specific development standard is included for a particular use in *Table 2.1 or Table 2.2*, any development must comply with the requirements of the referenced section. All development standards are listed in Article 2, Chapter 5.

C. **Footnotes.** Refer to the footnotes to the table of permitted uses in Section 2.205. Footnotes applicable to each zoning district or category of zoning districts are listed in parentheses in the heading of *Table 2.1 and Table 2.2*.

D. **Special Purpose Zoning Districts Not Listed in *Table 2.1*.** Refer to Article 3 for the uses and development standards applicable in the special purpose zoning districts. Special purpose zoning districts are not listed in Table 2, and include the PURD Planned Unit Residential District, R-5 Manufactured Housing District, R-O Recreation-Open Space District, P-1 Parking District, G-O-T Government Office Technology District, C-C Civic Center District, MUD – Mixed Use District, TC Town Center District, and SP Special Purpose District.

Amend Article 2, Section 2, Section 2.204 Zoning District Design Standards

The following *Table 2.1* lists the uses that may be permitted in each zoning district, provided that the development also meets the design and building standards set forth for each district in Chapters 3 through 6 of this O, along with all other development standards contained in this Ordinance. For instance, while multiple family apartment buildings may be permitted in various zoning districts, each zoning district will have different standards for building bulk, location, and design. The customized design standards set forth in each zoning district are tailored to the existing and intended character of each zoning district and are further intended to prevent contextually inappropriate development from occurring within the City.

Amend Article 2, Chapter 2, Section 2.205 to add Subsection D:

D. The maximum allowable number of Adult-Use Marihuana Retailers in the City of Pontiac shall be seventeen (17) and the maximum number of Adult-Use Marihuana Social Equity Retailers shall be six (6). The maximum number of Marihuana Retail permits in each Adult-Use Marihuana Overlay District (AUMOD) shall be as set forth in Table 2.2, Adult Marihuana Uses by Overlay District, Including Limits Per Overlay District.

Amend Article 2, Chapter 2, Section 2.303 Table 2.1 (Uses Permitted by District) and Table 2.2 (Adult Marihuana Uses By Overlay District).

Not more than eight (8) (Marihuana) Retailers are to be located in any one of the four (4) Adult-Use Marihuana Business Overlay Districts; Social Equity Retailers authorized by City ordinance are allowed in any one of the four (4) Downtown Adult-Use Marihuana Business Overlay Districts; not more than five (5) Class A Microbusinesses are allowed across all Adult-Use Marihuana Business Overlay Districts; and not more than six (6) Designated Consumption Establishments shall be allowed in the Downtown Adult-Use Marihuana Business Overlay District with three (3) Designated Consumption Establishments permitted north of Huron Street and three (3) Designated Consumption Establishments permitted south of Huron Street; Grower, Safety Compliance Facility, Secure Transporter, are allowed in the East Walton Boulevard and Cesar E. Chavez Adult-Use Marihuana Business Overlay Districts; Temporary Marihuana Events shall be allowed only in the Downtown Adult-Use Marihuana Business Overlay District; and Primary Caregivers or Caregivers, shall be located by special exception approval in the IP-1 and M-1 Zoning Districts

Table 2.1 Uses Permitted by District

Commercial, Office, and Service Uses												
	Residential Districts			Commercial Districts					Industrial Districts			
	R-1	R-2	R-3	C-0	C-1	C-2	C-3	C-4	M-1	M-2	IP-1	
Designated Consumption Establishment												Section 2.555
Adult-Use Marihuana Grower Facility												Section 2.551
Adult-Use Marihuana Class A Microbusiness												Section 2.554
Adult-Use Marihuana Processor												Section 2.552

Adult-Use Marihuana Retailer or Social Equity Retailer													Section 2.553
Adult-Use Marihuana Safety Compliance Facility													Section 2.556
Adult-Use Marihuana Secure Transporter					X		X			X	X		Section 2.557
	R-1	R-2	R-3	C-0	C-1	C-2	C-3	C-4	M-1	M-2	IP-1		
Adult-Use Marihuana Temporary Marihuana Event													Section 2.558
Caregiver										X		X	Section 2.559

Table 2.2, Adult Marihuana Uses By Overlay District, Including Limits Per Overlay District

Adult-Use Marihuana Overlay Districts (AUMOD)					
	Downtown Overlay (District 3)	Cesar E. Chavez Overlay (District 2)	East Walton Overlay (District 1)	Woodward Gateway Overlay (District 4)	
Designated Consumption Establishment	O 3 – N of Huron 3 – S of Huron				Section 2.555
Adult-Use Marihuana Grower Facility		O 3	O 3		Section 2.551
Adult-Use Marihuana Class A Microbusiness (5 across all districts)	O	O	O	O	Section 2.554

Adult-Use Marihuana Processor		0 3	0 3		Section 2.552
Adult-Use Marihuana Retailer	0 5	0 5	0 5	0 2	Section 2.553
Adult-Use Marihuana Social Equity Retailer	0 1	0 2	0 2	0 1	Section 2.553
Adult-Use Marihuana Safety Compliance Facility		0	0		Section 2.556
Adult-Use Marihuana Secure Transporter		0	0		Section 2.557
Adult-Use Marihuana Temporary Marihuana Event	#				Section 2.558

o = Special Exception Permit required. Applicants must have a conditionally approved Adult-Use Marihuana Business Permit from the City of Pontiac.

= Temporary Use Permitted with the Proper City of Pontiac Permitting with any necessary Building and Zoning Approvals.

Note: If a number is listed in Table 2.2, that is the maximum allowed in that overlay district. If a number is not listed, there is no limitation per Overlay District, but applicants must receive proper Adult-Use Marihuana permits from the City.

Amend Article 2 Chapter 3; Section 2.304 R-1, R-1A, R-1B One Family Dwelling Districts

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the R-1 district.

Amend Article 2 Chapter 3; Section 2.305 R-2, Two Family Dwelling Districts

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the R-2 district.

Amend Article 2 Chapter 3; Section 2.306 R-3, Multi-Family Dwelling Districts

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the R-3 district.

Amend Article 2 Chapter 3; Section 2.307 C-0, Residential Office District

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the C-0 district.

Amend Article 2 Chapter 3; Section 2.308 C-1, Local Business/Residential Mixed-Use District.

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the C-1 district.

Amend Article 2 Chapter 3; Section 2.309 C-2, Downtown Mixed-Use District

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the C-2 district.

Amend Article 2 Chapter 3; Section 2.310 C-3 Corridor Commercial Mixed-Use District.

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the C-3 district.

Amend Article 2 Chapter 3; Section 2.311 C-4 Suburban Business District.

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the C-4 district.

Amend Article 2 Chapter 4; Section 2.311 M-1, Limited Industrial District

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the M-1 district.

Amend Article 2 Chapter 4; Section 2.311 M-2, Limited Industrial District

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the M-2 district.

Amend Article 2 Chapter 4; Section 2.311 IP-1, Industrial Park District

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the IP-1 district.

Amend Article 2 Chapter 4; Section 2.403 Permitted Private Frontage Layouts

Table 4. Permitted Private Frontage Layouts by Zoning District

Footnote A: Community, Education, and Institution Uses listed in *Table 2.1*. Uses Permitted by District are exempt from the private frontage requirements and need only comply with the setback requirements for the zoning district in which they are located.

Amend Article 2 Chapter 4; Section 2.501 Mixed Use Building – Residential with Non-Residential

B. Permitted Uses. Non-residential uses permitted in a mixed-use building are limited to those that are permitted in the district by *Table 2.1*. Uses Permitted by District. Special exception approval is required if a particular use that is proposed within a mixed-use building is listed as a special exception use in *Table 2.1*.

Amend Article 2, Chapter 5 – Development Standards for Specific Uses is amended to add SECTIONS 2.551 Adult-Use Marihuana Grower Establishments; 2.552 Adult-Use Marihuana Processor; 2.553 Adult-Use Marihuana Retailer; Social Equity Retailer; 2.554 Adult-Use Class A Microbusiness; 2.555 Adult-Use Marihuana Designated Consumption Establishment; 2.556 Adult-Use Marihuana Safety Compliance Facility; 2.557 Adult-Use Marihuana Secure Transporter; 2.558 Temporary Marihuana Event; AND 2.559 Primary Caregiver or Caregiver:

2.551 Adult-Use Marihuana Grower Establishments.

“Adult-Use Marihuana Grower” means a licensed and City-permitted marihuana establishment that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or marihuana retailer, as defined in the Michigan Regulation and Taxation of the Marihuana Act (“MRTMA”). As used in this ordinance, growers shall include class A growers, class B growers, and class C growers.

“Class A marihuana grower” means a grower licensed to grow not more than 100 marihuana plants.

“Class B marihuana grower” means a grower licensed to grow not more than 500 marihuana plants.

“Class C marihuana grower” means a grower licensed to grow not more than 2,000 marihuana plants.

A. General Provisions.

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a marihuana grower facility, and a sign shall be posted on the premises of each facility indicating that consumption is prohibited on the premises.

2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and at such other times as anyone is present on the premises. The premises shall be open for inspection and/or investigation at any time by the City Fire Department or Building Department. If the inspection or investigations indicate non-compliance with the City's Municipal Code, Building Code, Fire

Code and/or Zoning Code, then upon order from the City Building Official, City Code Enforcement or Fire Marshal the operations shall be suspended until the property owner or operator brings the premises into compliance.

3. All activity related to the marihuana growing shall be done indoors.

4. Any marihuana grower establishment shall maintain a log book and/or database identifying by date the amount of marihuana and the number of marihuana plants on the premises which shall not exceed the amount permitted under the grower license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the marihuana grower does not have more marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of marihuana at the facility. A grower establishment shall enter all transactions, current inventory, and other information as required by the State into the statewide monitoring system as required by law.

5. The marihuana grower facility shall, at all times, comply with the MRTMA and the rules and regulations of the Department of Licensing and Regulatory Affairs—Bureau of Marihuana Regulations (“LARA”), as amended from time to time.

B. Security.

1. The marihuana grower facility shall continuously monitor the entire premises on which it is operated with surveillance systems that include security cameras that operate 24 hours a day, seven (7) days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sheriff’s Department.

2. Any usable marihuana remaining on the premises of a marihuana grower while the marihuana facility is not in operation shall be secured in a safe permanently affixed to the premises.

C. Space Separation.

1. Unless permitted by the MRTMA, public areas of the marihuana grower facility must be separated from restricted or nonpublic areas of the grower facility by a permanent barrier.

2. Unless permitted by the MRTMA, no marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited.

1. Marihuana grower establishments shall be free from Infestation by insects, rodents, birds, or vermin of any kind.
2. Marihuana grower establishments shall produce no products other than usable marihuana intended for human consumption.
3. No marihuana grower shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the marihuana grower is operated.

E. Licensing.

1. The state license and city permit required by this chapter shall be prominently displayed on the premises of a marihuana grower facility.
2. Marihuana grower uses are not permitted outside the Cesar Chavez and Walton Blvd. Adult-Use Marihuana Business Overlay Districts.

F. Disposal of Waste.

1. Disposal of marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.
2. Litter and waste shall be properly removed and the operating systems for waste disposal shall be maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where marihuana is exposed.
3. That portion of the structure where chemicals, such as, herbicides, pesticides, and fertilizers are stored shall be subject to inspection and approval by the local Fire Department to ensure compliance with the Michigan Fire Protection Code.

G. Signage.

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No licensed marihuana grower shall place or maintain, or cause to be placed or maintained, an advertisement of marihuana in any form or through any medium:
 - i. Within 1,000 feet of the real property comprising a public or private elementary, vocational, or secondary school; and
 - ii. Within 100 feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Co-Location.

1. There shall be no accessory uses permitted within the same grower establishment location other than a processor, retailer, social equity retailer, Class A microbusiness, or designated consumption establishment provided all said uses are in conformance with this zoning ordinance, the City's Adult-Use Marihuana Business ordinance, the Michigan Regulation and Taxation of the Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951 et seq. ("MRTMA") and state and local regulations promulgated thereunder.
2. Multiple class C licenses may be stacked in the same grower establishment as defined by the MRTMA and shall only be considered as one establishment for the purposes of this subsection. A separate application fee is required to be paid for each class C license.

I. Building Design.

1. Floors, walls, and ceilings shall be constructed in such a manner that they may adequately be cleaned and kept clean and in good repair.

2. Any buildings, fixtures, and other facilities shall be maintained in a sanitary condition.
3. All necessary building, electrical, plumbing, and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting, and/or watering devices that support the cultivation, growing, or harvesting of marihuana are located.

J. Site Design

Grower marihuana businesses seeking approval from the City of Pontiac shall comply with the following site design standards, even if the site is the location of an existing business. These standards are for the public health, safety, aesthetics, and well-being of the business, patrons, and surrounding residential neighborhoods.

1. Landscaping. The applicant shall establish the required landscape buffer and required landscaping from Chapter 4 within any buffer between the proposed adult-use marihuana facilities, including bufferyards adjacent or across the street from properties zoned R-1, R-1a, R-1b, and R-2 where there are existing non-conformities. Existing buildings and utility boxes are exempt from this bufferyard and landscaping requirement. Where underground and overhead utility lines exist, appropriate landscaping shall be installed to not interfere with the public utility lines. In the Downtown Adult-Use Marihuana Business Overlay District, only, the following additional landscaping requirements shall apply:
 - a. All available areas for green space on a parcel containing an Adult-Use Retail Establishment shall be covered with landscape material for 100 percent of the area.
 - b. Landscaping shall be compatible with existing landscape buckets located in the Downtown Adult-Use Marihuana Business Overlay District.
2. Site Lighting. An adult-use marihuana site shall meet all the required lighting standards of Chapter 5. Additionally, exterior lighting fixtures including neon, LED, flashing lights, or similarly noxious or obtrusive lighting or effects shall be prohibited. Each site shall have a minimum lighting standard of 0.5 Foot-candles Average Maintained: Measured at grade in all parking and loading areas and pedestrian pathways. Actual site

measurement compliance shall not drop below a minimum of 0.3 foot-candles at any one location. For design purposes, the light loss factor (LLF) shall be calculated at:

- a. 0.7 LLF for Incandescent, Metal Halide, and Mercury Vapor lamp sources.
 - b. 0.8 LLF for Fluorescent and Sodium lamp sources.
 - c. 0.9 LLF for Light Emitting Diode (LED) lamp sources.
3. Window and Window Coverings. Pursuant to MCL 333.27961, establishments may not allow cultivation, processing, sale, or display of marihuana or marihuana accessories to be visible from a public place outside of the marihuana establishment without the use of binoculars, aircraft, or other optical aids.
- a. Generally, no more than 60% of the total window area may be opaque in appearance. However, the Planning Commission may approve an increase above 60% in total window area, which may be opaque in appearance if necessary for the Establishment to comply with this section and MCL 333.27961.
 - b. While opaque windows are authorized pursuant to the requirements of this section, such opacity shall only be accomplished by blackening or other means (such as covering behind or in front of the window) and shall not be accomplished by the boarding of windows. The boarding of windows shall only be authorized under the following circumstances: (1) severe weather conditions which necessitate the boarding of windows to avoid damage to the Establishment or (2) if necessary for the duration of short-term construction, not to exceed a ninety (90) day period.
 - c. In the event the Planning Commission determines that architectural profiles as depicted on submitted plans is inadequate for purposes of aesthetics, the Planning Commission may require Developer provide alternative architectural elements in lieu of clear, transparent windows, including but not limited to, changes in lighting, landscaping, projections or recesses on a wall plane. Boarding, blacking out (by use of any color or shade), or opaqueness of windows is not considered clear, transparent or translucent.

2.552 Adult-Use Marihuana Processor.

"Processor" means a licensed and City-permitted marihuana facility authorized to purchase or obtain marihuana from a grower establishment and who processes the marihuana and sells or transfers it in packaged form to a retailer, social equity retailer, class A microbusiness, or another processor.

A. General Provisions.

1. The processor shall comply at all times and in all circumstances with the MRTMA, and the general rules of LARA, as they may be amended from time to time.
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a marihuana processor, and a sign shall be posted on the premises of each marihuana processor indicating that consumption is prohibited on the premises.
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and at such other times as anyone is present on the premises. The premises shall be open for inspection and/or investigation at any time by the City Fire Department or Building Department. If the inspection or investigations indicate non-compliance with the City's Municipal Code, Building Code, Fire Code and/or Zoning Code, then upon order from the City Building Official, City Code Enforcement or Fire Marshal the operations shall be suspended until property owner or operator brings the premises into compliance.
4. Any processor facility shall maintain a log book and/or database identifying by date the amount of marihuana and the number of marihuana products on the premises which shall not exceed the amount permitted under the processor license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the processor does not have more marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of marihuana at the facility. A processor shall enter all transactions, current inventory, and other information as required by the State into the statewide monitoring system as required by law.

5. Processor facilities shall not produce any products other than those marihuana-infused products allowed by the MRTMA and the rules promulgated thereunder.

B. Security.

1. The marihuana processor facility shall continuously monitor the entire premises on which it is operated with surveillance systems that include security cameras that operate 24 hours a day, seven (7) days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sheriff's Department.

2. Any usable marihuana and marihuana products remaining on the premises of a marihuana processor while the marihuana facility is not in operation shall be secured in a safe permanently affixed to the premises.

3. All marihuana and marihuana products shall be contained within the building in an enclosed, locked facility in accordance with the MRTMA, as amended.

C. Space Separation.

1. Unless permitted by the MRTMA, public areas of the marihuana processor facility must be separated from restricted or nonpublic areas of the processor facility by a permanent barrier.

2. Unless permitted by the MRTMA, no marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited.

1. Processor facilities shall be free from infestation by insects, rodents, birds, or vermin of any kind.

2. No marihuana processor shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the marihuana processor is operated.

E. Licensing.

1. The state license and city permit required by this chapter shall be prominently displayed on the premises of a marihuana processor facility.
2. Marihuana processor uses are not permitted outside the Cesar Chavez and Walton Blvd. Adult-Use Marihuana Business Overlay Districts.

F. Disposal of Waste.

1. Disposal of marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where marihuana is exposed.

G. Signage.

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No licensed marihuana processor shall place or maintain, or cause to be placed or maintained, an advertisement of marihuana in any form or through any medium:
 - a. Within 1,000 feet of the real property comprising a public or private elementary, vocational, or secondary school; and
 - b. Within 100 feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Co-Location.

1. There shall be no accessory uses permitted within the same processor facility location other than those associated with a grower, adult-use marihuana retailer, social equity retailer, Class A microbusiness, or designated consumption establishment provided all said uses are in conformance with this zoning ordinance, City's Adult-Use Marihuana Business ordinance, the Michigan Regulation and Taxation of the Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951 et seq. ("MRTMA") and state and local regulations promulgated thereunder.
2. The dispensing of marihuana at the processor facility shall be prohibited.

I. Building Design.

1. Floors, walls, and ceilings shall be constructed in such a manner that they may adequately be cleaned and kept clean and in good repair.
2. Any buildings, fixtures, and other facilities shall be maintained in a sanitary condition.

J. Site Design

Processor businesses seeking approval from the City of Pontiac shall comply with the following site design standards, even if the site is the location of an existing business. These standards are for the public health, safety, aesthetics, and well-being of the business, patrons, and surrounding residential neighborhoods.

1. Landscaping. The applicant shall establish the required landscape buffer and required landscaping from Chapter 4 within any buffer between the proposed adult-use marihuana facilities, including bufferyards adjacent or across the street from properties zoned R-1, R-1a, R-1b, and R-2 where there are existing non-conformities. Existing buildings and utility boxes are exempt from this bufferyard and landscaping requirement. Where underground and overhead utility lines exist, appropriate landscaping shall be installed to not interfere with the public utility lines.
2. Site Lighting. An adult-use marihuana processor site shall meet all the required lighting standards of Chapter 5. Additionally, exterior lighting fixtures including neon, LED, flashing lights, or similarly noxious or obtrusive lighting or effects shall be prohibited.

Each site shall have a minimum lighting standard of 0.5 Foot-candles Average Maintained: Measured at grade in all parking and loading areas and pedestrian pathways. Actual site measurement compliance shall not drop below a minimum of 0.3 foot-candles at any one location. For design purposes, the light loss factor (LLF) shall be calculated at:

- a. 0.7 LLF for Incandescent, Metal Halide, and Mercury Vapor lamp sources.
 - b. 0.8 LLF for Fluorescent and Sodium lamp sources.
 - c. 0.9 LLF for Light Emitting Diode (LED) lamp sources.
3. Window and Window Coverings. Pursuant to MCL 333.27961, establishments may not allow cultivation, processing, sale, or display of marihuana or marihuana accessories to be visible from a public place outside of the marihuana establishment without the use of binoculars, aircraft, or other optical aids.
- a. Generally, no more than 60% of the total window area may be opaque in appearance. However, the Planning Commission may approve an increase above 60% in total window area, which may be opaque in appearance if necessary for the Establishment to comply with this section and MCL 333.27961.
 - b. While opaque windows are authorized pursuant to the requirements of this section, such opacity shall only be accomplished by blackening or other means (such as covering behind or in front of the window) and shall not be accomplished by the boarding of windows. The boarding of windows shall only be authorized under the following circumstances: (1) severe weather conditions which necessitate the boarding of windows to avoid damage to the Establishment or (2) if necessary for the duration of short-term construction, not to exceed a ninety (90) day period.
 - c. In the event the Planning Commission determines that architectural profiles as depicted on submitted plans is inadequate for purposes of aesthetics, the Planning Commission may require Developer provide alternative architectural elements in lieu of clear, transparent windows, including but not limited to, changes in lighting, landscaping, projections or recesses on a wall plane. Boarding, blacking out (by

use of any color or shade), or opaqueness of windows is not considered clear, transparent or translucent.

2.553 Adult-Use Marihuana Retailer; Social Equity Retailer.

“Retailer” and “Social Equity Retailer” means a licensed and City-permitted marihuana establishment that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to marihuana establishments and to individuals who are 21 years of age or older in accordance with MRTMA and the City’s Adult-Use Marihuana Business Ordinance.

A. General Provisions.

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Retailer or Social Equity Retailer and a sign shall be posted on the premises indicating that consumption is prohibited on the premises.
2. Retailers and Social Equity Retailers shall be closed for business between the hours of 10:00 p.m. and 7:00 a.m. with the exception of Retailers or Social Equity Retailers operating in the Downtown Overlay District which shall be closed for business between the hours of 2:00 am and 7:00 a.m.
3. The premises of a Retailer or Social Equity Retailer shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and at such other times as anyone is present on the premises. The premises shall be open for inspection and/or investigation at any time by the City Fire or Building Department. If the inspection or investigations indicate non-compliance with the City’s Municipal Code, Building Code, Fire Code and/or Zoning Code, then upon order from the City Building Official, City Code Enforcement or Fire Marshal the operations shall be suspended until property owner or operator brings the premises into compliance.
4. Any retailer or social-equity retailer shall maintain a log book and/or database identifying by date the amount of marihuana and the number of marihuana products on the premises which shall not exceed the amount permitted under the processor license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the processor does not have more marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful

amount of marihuana at the facility. A retailer or social-equity retailer shall enter all transactions, current inventory, and other information as required by the State into the statewide monitoring system as required by law.

B. Security.

1. Retailers and Social Equity Retailers shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24 hours a day, seven (7) days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sheriff's Department.

2. Any usable marihuana remaining on the premises of a Retailer or Social Equity Retailer while not in operation shall be secured in a safe permanently affixed to the premises.

C. Space Separation.

1. Unless permitted by the MRTMA public areas of the Retailer or Social Equity must be separated from restricted or nonpublic areas of the retailer by a permanent barrier.

2. Unless permitted by the MRTMA, no marihuana is permitted to be stored or displayed in an area accessible to the general public.

3. Marihuana may be displayed in a sales area only if permitted by the MRTMA.

D. Nuisance Prohibited. No Retailer or Social Equity Retailer shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Marihuana Retailer is operated.

E. Licensing.

1. The state license and city permit required by this chapter shall be prominently displayed on the premises of a Retailer or Social Equity Retailer.

2. The number of Adult-Use Retailers and/or Adult-Use Marihuana Social Equity Retailers which may be established in each of the following Adult-Use Marihuana Business Overlay Districts shall be governed by Table 2.2 as set forth in Article 2, Chapter 2, Section 2.303.

3. Except as otherwise permitted by state law, and the City Adult-Use Marihuana Business Ordinance, Retailers and Social Equity Retailers are not permitted within the same locations as non-marihuana uses.

F. **Disposal of Waste.** Disposal of marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.

G. **Signage.**

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law.

2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.

3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.

4. No licensed Marihuana Retailer or Social Equity Retailer shall place or maintain, or cause to be placed or maintained, an advertisement of marihuana in any form or through any medium:

a. Within 1,000 feet of the real property comprising a public or private elementary, vocational, or secondary school; and

b. Within 100 feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. **Co-Location.** There shall be no accessory uses permitted within the same Retailer or Social Equity Retailer establishment other than a grower, processor, Class A microbusiness, designated consumption establishment or other Retailer or Social Equity Retailer establishment, provided all said uses are in conformance with this Zoning Ordinance, City's Adult-Use Marihuana Business ordinance, the Michigan Regulation and Taxation of the Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951 et seq. ("MRTMA") and state and local regulations promulgated thereunder.

I. **Site Design.**

Retailers and Social Equity Retailers seeking approval from the City of Pontiac shall comply with the following site design standards, even if the site is the location of an existing business. These standards are for the public health, safety, aesthetics, and well-being of the business, patrons, and surrounding neighborhoods.

1. **Four-sided Architecture**: All Building Façades visible from an adjacent Lot or Street shall be constructed with the same building material quality and compatible architectural variety on all Building Façades in a compatible context to the rest of the building.
2. **Landscaping**. The applicant shall establish the required landscape buffer and required landscaping from Chapter 4 within any buffer between the proposed adult-use marihuana facilities, including bufferyards adjacent or across the street from properties zoned R-1, R-1a, R-1b, and R-2 where there are existing non-conformities. Existing buildings and utility boxes are exempt from this bufferyard and landscaping requirement. Where underground and overhead utility lines exist, appropriate landscaping shall be installed to not interfere with the public utility lines. In the Downtown Adult-Use Marihuana Business Overlay Districts, only, the following additional landscaping requirements shall apply:
 - a. All available areas for greenspace on a parcel containing an Adult-Use Retail Facility shall be covered with landscape material for 100 percent of the area.
 - b. Landscaping shall be compatible with existing landscape buckets located in the Downtown Adult-Use Marihuana Business Overlay District.
3. **Site Lighting**. An adult-use marihuana site shall meet all the required lighting standards of Chapter 5. Additionally, exterior lighting fixtures including neon, LED, flashing lights, or similarly noxious or obtrusive lighting or effects shall be prohibited. Each site shall have a minimum lighting standard of 0.5 Foot-candles Average Maintained: Measured at grade in all parking and loading areas and pedestrian pathways. Actual site measurement compliance shall not drop below a minimum of 0.3 foot-candles at any one location. For design purposes, the light loss factor (LLF) shall be calculated at:
 - a. 0.7 LLF for Incandescent, Metal Halide, and Mercury Vapor lamp sources.
 - b. 0.8 LLF for Fluorescent and Sodium lamp sources.

- c. 0.9 LLF for Light Emitting Diode (LED) lamp sources.
- 4. **Drive-Throughs.** Drive throughs and drive through, walk-up window service, and curbside service shall be a prohibited use for any "Retailer" or "Social Equity Retailer" establishment.
- 5. **Window and Window Coverings.** Pursuant to MCL 333.27961, establishments may not allow cultivation, processing, sale, or display of marihuana or marihuana accessories to be visible from a public place outside of the marihuana establishment without the use of binoculars, aircraft, or other optical aids.
 - a. Generally, no more than 60% of the total window area may be opaque in appearance. However, the Planning Commission may approve an increase above 60% in total window area, which may be opaque in appearance if necessary for the Establishment to comply with this section and MCL 333.27961.
 - b. While opaque windows are authorized pursuant to the requirements of this section, such opacity shall only be accomplished by blackening or other means, such as covering behind or in front of the window and shall not be accomplished by the boarding of windows. The boarding of windows shall only be authorized under the following circumstances: (1) severe weather conditions which necessitate the boarding of windows to avoid damage to the Establishment or (2) if necessary for the duration of short-term construction, not to exceed a ninety (90) day period.
 - c. In the event the Planning Commission determines that architectural profiles as depicted on submitted plans is inadequate for purposes of aesthetics, the Planning Commission may require Developer provide alternative architectural elements in lieu of clear, transparent windows, including but not limited to, changes in lighting, landscaping, projections or recesses on a wall plane. Boarding, blacking out (by use of any color or shade), or opaqueness of windows is not considered clear, transparent or translucent.

2.554 Adult-Use Class A Microbusiness.

“Class A Microbusiness” means a licensed and City-permitted marihuana establishment authorized to operate at a single location and cultivate not more than 300 mature marihuana plants; package marihuana; purchase marihuana concentrate and marihuana-infused products from licensed marihuana processors; sell or transfer marihuana and marihuana-infused products to individuals 21 years of age and older; and transfer marihuana to a safety compliance facility for testing in accordance with MRTMA and the City's Adult-Use Marihuana Ordinance.

A. General Provisions.

1. Class A Microbusiness shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises between the hours of 10:00 p.m. and 7:00 a.m.
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Class A Microbusiness, and a sign shall be posted on the premises of each Class A Microbusiness indicating that consumption is prohibited on the premises.
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and at such other times as anyone is present on the premises. The premises shall be open for inspection and/or investigation at any time by the City Fire Department or Building Department. If the inspection or investigations indicate non-compliance with the City's Municipal Code, Building Code, Fire Code and/or Zoning Code, then upon order from the City Building Official, City Code Enforcement, or Fire Marshal the operations shall be suspended until the property owner or operator brings the premises into compliance.
4. Any Class A Microbusiness shall maintain a log book and/or database identifying by date the amount of marihuana and the number of marihuana products on the premises which shall not exceed the amount permitted under the processor license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the processor does not have more marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of marihuana at the facility. A Class A Microbusiness shall enter all transactions, current inventory, and other information as required by the State into the statewide monitoring system as required by law.

B. Security.

1. Class A Microbusinesses shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24 hours a day, seven (7) days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sheriff's Department.

2. Any usable marihuana remaining on the premises of a Class A Microbusiness while the Marihuana Retailer is not in operation shall be secured in a safe permanently affixed to the premises.

C. Space Separation.

1. Unless permitted by the MRTMA public areas of the Class A Microbusiness must be separated from restricted or nonpublic areas of the retailer by a permanent barrier.

2. Unless permitted by the MRTMA, no marihuana is permitted to be stored or displayed in an area accessible to the general public.

3. Marihuana may be displayed in a sales area only if permitted by the MRTMA.

D. Nuisance Prohibited. No Class A Microbusiness shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Class A Microbusiness is operated.

E. Drive-Through. Drive-throughs and drive-through, walk-up window service, and curbside service on the premises of a Class A Microbusiness shall not be permitted.

F. Licensing.

1. The state license and city permit required by this chapter shall be prominently displayed on the premises of a Class A Microbusiness.

2. Class A Microbusiness is a Special Land Use (also referred to as Special Exception under this Ordinance) and no more than five (5) Class A Microbusinesses shall be permitted by the City.

3. Except as otherwise permitted by state law, and the City's Adult-Use Marihuana Business Ordinance, Class A Microbusinesses are not permitted within the same establishment location as non-marihuana uses.

G. **Disposal of Waste.** Disposal of marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.

H. **Signage.**

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law.

2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.

3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.

4. No licensed Class A Microbusiness shall place or maintain, or cause to be placed or maintained, an advertisement of marihuana in any form or through any medium:

a. Within 1,000 feet of the real property comprising a public or private elementary, vocational, or secondary school; and

b. Within 100 feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

I. **Co-Location.** There shall be no accessory uses permitted within the same Class A Microbusiness establishment location other than a grower, processor, adult-use marihuana retailer, social equity retailer, or designated consumption establishment, provided all said uses are in conformance with this Zoning Ordinance, City's Adult-Use Marihuana Business ordinance, the Michigan Regulation and Taxation of the Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951 et seq. ("MRTMA") and state and local regulations promulgated thereunder..

- J. **Site Design.** Any adult-use marihuana business seeking approval from the City of Pontiac shall comply with the following site design standards, even if the site is the location of an existing business. These standards are for the public health, safety, aesthetics, and well-being of the business, patrons, and surrounding residential neighborhoods.
1. **Four-sided Architecture.** All Building Façades visible from an adjacent Lot or Street shall be constructed with the same building material quality and compatible architectural variety on all Building Façades in a compatible context to the rest of the building.
 2. **Landscaping.** The applicant shall establish the required landscape buffer and required landscaping from Chapter 4 within any buffer between the proposed adult-use marihuana facilities, including bufferyards adjacent or across the street from properties zoned R-1, R-1a, R-1b, and R-2 where there are existing non-conformities. Existing buildings and utility boxes are exempt from this bufferyard and landscaping requirement. Where underground and overhead utility lines exist, appropriate landscaping shall be installed to not interfere with the public utility lines.
 3. **Site Lighting.** An adult-use marihuana site shall meet all the required lighting standards of Chapter 5. Additionally, exterior lighting fixtures including neon, LED, flashing lights, or similarly noxious or obtrusive lighting or effects shall be prohibited. Each site shall have a minimum lighting standard of 0.5 Foot-candles Average Maintained: Measured at grade in all parking and loading areas and pedestrian pathways. Actual site measurement compliance shall not drop below a minimum of 0.3 foot-candles at any one location. For design purposes, the light loss factor (LLF) shall be calculated at:
 - a. 0.7 LLF for Incandescent, Metal Halide, and Mercury Vapor lamp sources.
 - b. 0.8 LLF for Fluorescent and Sodium lamp sources.
 - c. 0.9 LLF for Light Emitting Diode (LED) lamp sources.
 4. **Window and Window Coverings.** Pursuant to MCL 333.27961, establishments may not allow cultivation, processing, sale, or display of marihuana or marihuana accessories to be visible from a public place outside of the marihuana establishment without the use of binoculars, aircraft, or other optical aids.
 - a. Generally, no more than 60% of the total window area may be opaque in appearance. However, the Planning Commission may approve an increase above

60% in total window area, which may be opaque in appearance if necessary for the Establishment to comply with this section and MCL 333.27961.

b. While opaque windows are authorized pursuant to the requirements of this section, such opacity shall only be accomplished by blackening or other means (such as covering behind or in front of the window) and shall not be accomplished by the boarding of windows. The boarding of windows shall only be authorized under the following circumstances: (1) severe weather conditions which necessitate the boarding of windows to avoid damage to the Establishment or (2) if necessary for the duration of short-term construction, not to exceed a ninety (90) day period.

c. In the event the Planning Commission determines that architectural profiles as depicted on submitted plans is inadequate for purposes of aesthetics, the Planning Commission may require Developer provide alternative architectural elements in lieu of clear, transparent windows, including but not limited to, changes in lighting, landscaping, projections or recesses on a wall plane. Boarding, blacking out (by use of any color or shade), or opaqueness of windows is not considered clear, transparent or translucent.

2.555 Adult-Use Designated Consumption Establishment.

“Designated Consumption Establishment” means a marihuana-related business authorized to permit individuals 21 years of age and older to consume marihuana and marihuana products on the licensed commercial premises located in the Downtown Overlay District No. 3. in accordance with MRTMA and the City’s Adult-Use Marihuana Ordinance.

A. General Provisions.

1. Designated Consumption Establishments shall be closed for business, and no consumption of marihuana in any form shall occur upon the premises between the hours of 2:00 a.m. and 7:00 a.m.
2. Consumption of marihuana in any form at a Designated Consumption Establishment shall occur indoors. A Designated Consumption Establishment shall post signage on any

outdoor areas, including patios, decks, and greenspace, indicating that smoking and other consumption of marihuana is prohibited.

3. Tobacco smoking and/or alcohol shall be prohibited on the premises of a Designated Consumption Establishment and a sign shall be posted on the premises of each Designated Consumption Establishment indicating that tobacco smoking and/or alcohol is prohibited on the premises.

4. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and at such other times as anyone is present on the premises. The premises shall be open for inspection and/or investigation at any time by the City Fire Department or Building Department. If the inspection or investigations indicate non-compliance with the City's Municipal Code, Building Code, Fire Code and/or Zoning Code, then upon order from the City Building Official, City Code Enforcement or Fire Marshal the operations shall be suspended until property owner or operator brings the premises into compliance.

5. Designated Consumption Establishments shall maintain a log book and/or database identifying by date the amount of marihuana and the number of marihuana products on the premises which shall not exceed the amount permitted under the processor license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the processor does not have more marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of marihuana at the facility. A Designated Consumption Establishment shall enter all transactions, current inventory, and other information as required by the State into the statewide monitoring system as required by law.

B. Security.

1. Designated Consumption Establishments shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24 hours a day, seven (7) days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sheriff's Department.

2. Any usable marihuana remaining on the premises of a Designated Consumption Establishment while the Designated Consumption Establishment is not in operation shall be secured in a safe permanently affixed to the premises.

C. **Nuisance Prohibited.** No Designated Consumption Establishment shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Designated Consumption Establishment is operated.

D. **Licensing.**

1. The state license and city permit required by this chapter shall be prominently displayed on the premises of a Designated Consumption Establishment.

2. A Designated Consumption Establishment is Special Land Use and shall be limited to Downtown Adult-Use Marihuana Business Overlay District as identified in the City zoning ordinance and on the City Zoning Map, with three (3) Designated Consumption Establishments permitted north of Huron Street, and three (3) Designated Consumption Establishments permitted south of Huron Street.

3. Except as otherwise permitted by state law and the City's Adult-Use Marihuana Business Ordinance Designated Consumption Establishments are not permitted within the same facility locations as non-marihuana uses.

E. **Disposal of Waste.** Disposal of marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.

F. **Signage.**

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law.

2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.

3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.

4. No licensed Designated Consumption Establishment shall place or maintain, or cause to be placed or maintained, an advertisement of marihuana in any form or through any medium:

- a. Within 1,000 feet of the real property comprising a public or private elementary, vocational, or secondary school; and
- b. Within 100 feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

G. **Co-Location.** There shall be no accessory uses permitted within the same Designated Consumption Establishment location other than a grower, processor, adult-use marihuana retailer, or social equity retailer, provided all said uses are in conformance with this Zoning Ordinance, City's Adult-Use Marihuana Business ordinance, the Michigan Regulation and Taxation of the Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951 et seq. ("MRTMA") and state and local regulations promulgated thereunder.

H. **Site Design.**

Any adult-use marihuana business seeking approval from the City of Pontiac shall comply with the following site design standards, even if the site is the location of an existing business. These standards are for the public health, safety, aesthetics, and well-being of the business, patrons, and surrounding residential neighborhoods.

1. **Four-sided Architecture.** All Building Façades visible from an adjacent Lot or Street shall be constructed with the same building material quality and compatible architectural variety on all Building Façades in a compatible context to the rest of the building.
2. **Landscaping.** The applicant shall establish the required landscape buffer and required landscaping as set forth in Chapter 4 within any buffer between the proposed adult-use marihuana facilities, including bufferyards adjacent or across the street from properties zoned R-1, R-1a, R-1b, and R-2 where there are existing non-conformities. Existing buildings and utility boxes are exempt from this bufferyard and landscaping requirement. Where underground and overhead utility lines exist, appropriate landscaping shall be installed to not interfere with the public utility lines.

3. **Site Lighting.** An adult-use marihuana site shall meet all the required lighting standards of Chapter 5. Additionally, exterior lighting fixtures including neon, LED, flashing lights, or similarly noxious or obtrusive lighting or effects shall be prohibited. Each site shall have a minimum lighting standard of 0.5 Foot-candles Average Maintained: Measured at grade in all parking and loading areas and pedestrian pathways. Actual site measurement compliance shall not drop below a minimum of 0.3 foot-candles at any one location. For design purposes, the light loss factor (LLF) shall be calculated at:

- a. 0.7 LLF for Incandescent, Metal Halide, and Mercury Vapor lamp sources.
- b. 0.8 LLF for Fluorescent and Sodium lamp sources.
- c. 0.9 LLF for Light Emitting Diode (LED) lamp sources.

4. **Window and Window Coverings.** Pursuant to MCL 333.27961, establishments may not allow cultivation, processing, sale, or display of marihuana or marihuana accessories to be visible from a public place outside of the marihuana establishment without the use of binoculars, aircraft, or other optical aids.

a. Generally, no more than 60% of the total window area may be opaque in appearance. However, the Planning Commission may approve an increase above 60% in total window area, which may be opaque in appearance if necessary for the Establishment to comply with this section and MCL 333.27961.

b. While opaque windows are authorized pursuant to the requirements of this section, such opacity shall only be accomplished by blackening or other means (such as covering behind or in front of the window) and shall not be accomplished by the boarding of windows. The boarding of windows shall only be authorized under the following circumstances: (1) severe weather conditions which necessitate the boarding of windows to avoid damage to the Establishment or (2) if necessary for the duration of short-term construction, not to exceed a ninety (90) day period.

c. In the event the Planning Commission determines that architectural profiles as depicted on submitted plans is inadequate for purposes of aesthetics, the Planning Commission may require Developer provide alternative architectural elements in

lieu of clear, transparent windows, including but not limited to, changes in lighting, landscaping, projections or recesses on a wall plane. Boarding, blacking out (by use of any color or shade), or opaqueness of windows is not considered clear, transparent or translucent.

2.556 Adult-Use Marihuana Safety Compliance Facility.

“Safety compliance facility” means a safety compliance facility as defined by the MRTMA and the administrative Marihuana Rules, including R 420.107 as amended, that takes or receives marihuana from a licensed grower, processor, retailer, social equity retailer, or Class A Microbusiness, collects random samples, tests the marihuana for contaminants, potency, and for tetrahydrocannabinol and other cannabinoids, and returns the test results, and may return the marihuana to a licensed grower, processor, retailer, social equity retailer, or Class A Microbusiness.

A. General Provisions.

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a marihuana safety compliance facility, and a sign shall be posted on the premises of each marihuana safety compliance facility indicating that consumption is prohibited on the premises.
2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and at such other times as anyone is present on the premises. The premises shall be open for inspection and/or investigation at any time by the City Fire Department or Building Department. If the inspection or investigations indicate non-compliance with the City’s Municipal Code, Building Code, Fire Code and/or Zoning Code, then upon order from the City Building Official, City Code Enforcement or Fire Marshal the operations shall be suspended until property owner or operator brings the premises into compliance.
3. Marihuana safety compliance facilities shall maintain a log book and/or a database accurately identifying all transactions, current inventory, and other information by date and source. A safety compliance facility shall enter all transactions, current inventory, and other information as required by the State into the statewide monitoring system as required by law.

B. Security.

1. The marihuana safety compliance facility shall continuously monitor the entire premises on which it is operated with surveillance systems that include security cameras that operate 24 hours a day, seven (7) days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sheriff's Department.
2. Any usable marihuana remaining on the premises of a marihuana safety compliance facility while the marihuana safety compliance facility is not in operation shall be secured in a safe permanently affixed to the premises.
3. All marihuana shall be contained within the building in an enclosed, locked facility in accordance with the MRTMA, as amended.

C. Space Separation.

1. Unless permitted by the MRTMA, public areas of the marihuana safety compliance facility must be separated from restricted or nonpublic areas of the safety compliance facility by a permanent barrier.
2. Unless permitted by the MRTMA, no marihuana is permitted to be stored in an area accessible to the general public.

D. Nuisance Prohibited. No marihuana safety compliance facility shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the marihuana safety compliance facility is operated.

E. Licensing.

1. The state license and city permit required by this chapter shall be prominently displayed on the premises of a marihuana safety compliance facility.
2. Marihuana safety compliance facility uses are permitted in the Cesar Chavez, Walton Blvd., and Downtown Adult-Use Marihuana Business Overlay Districts.

F. Disposal of Waste.

1. Disposal of marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.

2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where marihuana is exposed.

G. Signage.

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.

2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.

3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.

4. No licensed marihuana safety compliance facility shall place or maintain, or cause to be placed or maintained, an advertisement of marihuana in any form or through any medium:

- a. Within 1,000 feet of the real property comprising a public or private elementary, vocational, or secondary school; and

- b. Within 100 feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Building Design.

1. Floors, walls and ceilings shall be constructed in such a manner that they may adequately be cleaned and kept clean and in good repair.

2. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition.

2.557 Adult-Use Marihuana Secure Transporter.

“Secure transporter” means a marihuana-related business located in the City that stores marihuana and transports marihuana between adult-use marihuana businesses for a fee. A secure transporter shall comply at all times with the MRTMA and the rules promulgated thereunder.

A. General Provisions.

1. Consumption and/or use of marihuana shall be prohibited at an establishment of a secure transporter.
2. A vehicle used by a secure transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of marihuana to determine compliance with all State and local laws, rules, regulations and ordinances.
3. The premises of a secured transporter located within the City shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and at such other times as anyone is present on the premises. The premises shall be open for inspection and/or investigation at any time by the City Fire Department. If the inspection or investigations indicate non-compliance with the City's Municipal Code, Building Code, Fire Code and/or Zoning Code, then upon order from the City Building Official, City Code Enforcement or Fire Marshal the operations shall be suspended until property owner or operator brings the premises into compliance.
4. A secure transporter licensee and each stakeholder thereof shall not have an interest in a grower, processor, retailer, social equity retailer, Class A Microbusiness, Designated Consumption Establishment, or safety compliance facility and shall not be a registered qualifying patient or a registered primary caregiver.
5. All secure transporters shall maintain a log book and/or database identifying each transaction by date, the amount of marihuana and the number of marihuana products being transported and the source. This log shall be available to law enforcement personnel to inspect. A secure transporter shall enter all transactions, current inventory, and other information as required by the State into the statewide monitoring system as required by law.

B. Secure Storage.

1. Storage of marihuana by a secure transporter shall comply with the following:
 - a. The storage facility shall not be used for any other commercial purpose.
 - b. The storage facility shall not be open or accessible to the general public.
 - c. The storage facility shall be maintained and operated so as to comply with all State and local rules, regulations and ordinances.
2. All marihuana stored within the facility shall be stored within enclosed, locked facilities in accordance with the MRTMA, as amended.

C. **Sanitation.** All persons working in direct contact with marihuana being stored by a secure transporter shall conform to hygienic practices while on duty, including but not limited to:

1. Maintaining adequate personal cleanliness.
2. Washing hands thoroughly in adequate hand-washing areas before starting work and at any other time when the hands may have become soiled or contaminated.
3. Refraining from having direct contact with marihuana if the person has or may have an illness, open lesion (including boils, sores, or infected wounds) or any other abnormal source of microbial contamination until the condition is corrected.

D. **Disposal of Waste.**

1. Disposal of marihuana shall be accomplished in a manner that prevents its acquisition by a person who may not lawfully possess it and otherwise in conformance with State law.
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where marihuana is exposed.

E. **Transport Driver.**

1. A secure transporter shall comply with all of the following:
 - a. Each driver transporting marihuana must have a chauffeur's license issued by the State.

b. Each employee who has custody of marihuana or money that is related to a marihuana transaction shall not have been convicted of or released from incarceration for a felony under the laws of this State, any other state, or the United States within the past five (5) years.

c. Each vehicle shall always be operated with a two (2) person crew with at least one (1) individual remaining with the vehicle during the transportation of marihuana.

2. A route plan and manifest shall be entered into the statewide monitoring system and a copy shall be carried in the transporting vehicle and presented to a law enforcement officer upon request.

3. The marihuana shall be transported by one (1) or more sealed containers and not be accessible while in transit.

4. A secure transporter vehicle shall not bear markings or other indication that it is carrying marihuana or a marihuana-infused product.

F. Signage.

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law.

2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.

3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.

4. No licensed marihuana secure transporter shall place or maintain, or cause to be placed or maintained, an advertisement of marihuana in any form or through any medium:

a. Within 1,000 feet of the real property comprising a public or private elementary, vocational, or secondary school; and

b. Within 100 feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

G. Licensing.

1. The state license and city permit required by this chapter shall be prominently displayed on the premises of a marihuana secure transporter use.
2. Marihuana secure transporter uses are permitted in the Cesar Chavez and the East Walton Blvd. Marihuana Business Overlay Districts and in the C-1, C-3, M-1 and M-2 zoning districts outside the Adult-Use Marihuana Business Overlay Districts.
3. Marihuana secure transporters are not permitted within the same facility with other adult-use marihuana business uses.

H. Site Design

Any adult-use marihuana business seeking approval from the City of Pontiac shall comply with the following site design standards, even if the site is the location of an existing business. These standards are for the public health, safety, aesthetics, and well-being of the business, patrons, and surrounding residential neighborhoods.

1. **Four-sided Architecture.** All Building Façades visible from an adjacent Lot or Street shall be constructed with the same building material quality and compatible architectural variety on all Building Façades in a compatible context to the rest of the building.
2. **Landscaping.** The applicant shall establish the required landscape buffer and required landscaping from Chapter 4 within any buffer between the proposed adult-use marihuana facilities, including bufferyards adjacent or across the street from properties zoned R-1, R-1a, R-1b, and R-2 where there are existing non-conformities. Existing buildings and utility boxes are exempt from this bufferyard and landscaping requirement. Where underground and overhead utility lines exist, appropriate landscaping shall be installed to not interfere with the public utility lines.
3. **Site Lighting.** An adult-use marihuana site shall meet all the required lighting standards of Chapter 5. Additionally, exterior lighting fixtures including neon, LED, flashing lights, or similarly noxious or obtrusive lighting or effects shall be prohibited. Each site shall have a minimum lighting standard of 0.5 Foot-candles Average Maintained: Measured at grade in all parking and loading areas and pedestrian pathways. Actual site measurement compliance shall not drop below a minimum of 0.3 foot-candles at any one location. For design purposes, the light loss factor (LLF) shall be calculated at:

- a. 0.7 LLF for Incandescent, Metal Halide, and Mercury Vapor lamp sources.
- b. 0.8 LLF for Fluorescent and Sodium lamp sources.
- c. 0.9 LLF for Light Emitting Diode (LED) lamp sources.

4. Window and Window Coverings. Pursuant to MCL 333.27961, establishments may not allow cultivation, processing, sale, or display of marihuana or marihuana accessories to be visible from a public place outside of the marihuana establishment without the use of binoculars, aircraft, or other optical aids.

- a. Generally, no more than 50% of the total window area may be opaque in appearance. However, the Planning Commission may approve an increase above 50% in total window area, which may be opaque in appearance if necessary for the Establishment to comply with this section and MCL 333.27961.
- b. While opaque windows are authorized pursuant to the requirements of this section, such opacity shall only be accomplished by blackening or other means (such as covering behind or in front of the window) and shall not be accomplished by the boarding of windows. The boarding of windows shall only be authorized under the following circumstances: (1) severe weather conditions which necessitate the boarding of windows to avoid damage to the Establishment or (2) if necessary for the duration of short-term construction, not to exceed a ninety (90) day period.
- c. In the event the Planning Commission determines that architectural profiles as depicted on submitted plans is inadequate for purposes of aesthetics, the Planning Commission may require Developer provide alternative architectural elements in lieu of clear, transparent windows, including but not limited to, changes in lighting, landscaping, projections or recesses on a wall plane. Boarding, blacking out (by use of any color or shade), or opaqueness of windows is not considered clear, transparent or translucent.

2.558 Temporary Marihuana Event.

“Temporary Marihuana Event” means a temporary license held by a Temporary Marihuana Event Organizer for an event where the onsite sale or consumption of marihuana products, or both, are

authorized to permit individuals 21 years of age and older to consume marihuana products on the premises indicated on the state license during the dates indicated on the state license.

A. General Provisions.

1. Use or consumption of alcohol shall be prohibited on the premises of a Temporary Marihuana Event and signs shall be posted at the Temporary Marihuana Event indicating that alcohol consumption is prohibited on the premises.
2. The premises or location of the Temporary Marihuana Event shall be open for inspection and/or investigation at any time by City investigators, including City Fire Department, Building Department or other law enforcement agencies. If the inspection or investigations indicate non-compliance with the City's Municipal Code, Building Code, Fire Code and/or Zoning Code, then upon order from the City Building Official, City Code Enforcement or Fire Marshal the event shall be suspended until Temporary Marihuana Event Organizer brings the premises into compliance.
3. Temporary Marihuana Events shall maintain a log book and/or a database identifying by date the amount of marihuana on the premises and from which particular source. A Temporary Marihuana Event shall enter all transactions, current inventory, and other information as required by the State into the statewide monitoring system as required by law.

B. Licensing.

1. The state license and city permit required by this chapter shall be prominently displayed on the premises of the Temporary Marihuana Event.
2. Temporary Marihuana Events are only permitted in the Downtown Adult-Use Marihuana Business Overlay District.
3. The hours of operation of a Temporary Marihuana Event shall be from 7:00 am to 10:00 pm. A single Temporary Marihuana Event may not exceed a maximum two (2) day period. The total days that Temporary Marihuana Events may take place shall not exceed four (4) days total in any calendar month.

4. The Temporary Marihuana Event Organizer shall submit for approval a zoning application for a Temporary Marihuana Event which shall include permission from the property owner and provide hours of operation, a detailed narrative of the event, an operational plan, a security and safety plan and safety measures.

5. The Temporary Marihuana Event Organizer shall submit for approval a site plan identifying pedestrian and vehicular parking areas.

2.559 Primary (Medical Marihuana) Caregiver or Caregiver.

“Primary Caregiver” or “Caregiver” means a person who is at least 21 years old and who has agreed to assist with a Qualifying patient's medical use of marihuana and who has not been convicted of any felony within the past 10 years, has never been convicted of a felony involving illegal drugs or a felony that is an assaultive crime as defined in section 9a of chapter X of the code of criminal procedure, 1927 PA 175, MCL 770.9a, and holds a current and valid registration with the State of Michigan in accordance with the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL 333.26421 et seq. (“MMMA”), and any applicable City permit. A registered caregiver shall comply at all times with the MMMA, the rules promulgated thereunder, this ordinance, and applicable City ordinances. The term “Qualifying patient” means qualifying patient under the MMMA.

A. General Provisions.

1. A registered primary caregiver, operating in compliance with the MMMA, the rules promulgated thereunder, the requirements of this ordinance and applicable City ordinances, shall be permitted only in zoning districts IP-1 and M-1 by special exception. The City makes the following findings in support of its determination that the regulation of primary caregivers as permitted in zoning districts IP-1 and M-1 by special exception is consistent with the purposes and intent of the MMMA:

- a. The MMMA's protections are limited to individuals suffering from serious or debilitating medical conditions or symptoms, to the extent that the individuals' marihuana use is carried out in compliance with the provisions of the MMMA, including the provisions related to the operations of registered primary caregivers.

- b. The MMMA's definition of "medical use" of marihuana includes the "transfer" of marihuana "to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition," but only if such "transfer" is performed by a registered primary caregiver who is connected with the same qualifying patient through the registration process established by the Department of Licensing and Regulatory Affairs, and who is otherwise operating in strict compliance with the MMMA and the MMMA General Rules.
 - c. The MMMA provides that a registered primary caregiver may assist no more than five (5) qualifying patients with their medical use of marihuana.
 - d. By permitting the operations of registered primary caregivers by special exception in zoning districts IP-1 and M-1, the City promotes the MMMA's purpose of ensuring that (i) a registered primary caregiver is not assisting more than five (5) qualifying patients with their medical use of marihuana, and (ii) a registered primary caregiver does not unlawfully expand its operations beyond five (5) qualifying patients so as to become an illegal commercial grow operation.
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a primary caregiver, and a sign shall be posted on the premises of each facility indicating that consumption is prohibited on the premises.
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and at such other times as anyone is present on the premises. The premises shall be open for inspection and/or investigation at any time by the City Fire Department or Building Department. If the inspection or investigations indicate non-compliance with the City's Municipal Code, Building Code, Fire Code and/or Zoning Code, then upon order from the City Building Official, City Code Enforcement or Fire Marshal the operations shall be suspended until property owner or operator brings the premises into compliance.
4. Acquisition, possession, cultivation, use, delivery or distribution of marihuana by the primary caregiver, shall be conducted indoors. A registered primary caregiver may keep and cultivate, in an "enclosed, locked facility" (as that term is defined by the MMMA), up to 12 marihuana plants for each registered qualifying patient with whom the registered primary

caregiver is connected through the registration process established by the Department of Licensing and Regulatory Affairs, and up to 12 additional marihuana plants for personal use if the primary caregiver is also registered as a qualifying patient under the MMMA.

5. The primary caregiver shall maintain a log book and/or database identifying by date the amount of marihuana and the number of marihuana plants on the premises which shall not exceed the amount permitted under the MMMA. This log shall be available to law enforcement personnel to confirm that the primary caregiver does not have more marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of marihuana at the facility.

6. The primary caregiver shall, at all times, comply with the MMMA and the rules and regulations of the Department of Licensing and Regulatory Affairs—Bureau of Marihuana Regulations (“LARA”), as amended from time to time.

B. Security.

1. The primary caregiver facility shall continuously monitor the entire premises on which it is operated with surveillance systems that include security cameras that operate 24 hours a day, seven (7) days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sheriff’s Department.

2. Any usable marihuana remaining on the premises of a primary caregiver while the marihuana facility is not in operation shall be secured in a safe permanently affixed to the premises.

C. Space Separation.

1. Unless permitted by the MMMA, public areas of the primary caregiver facility must be separated from restricted or nonpublic areas of the primary caregiver facility by permanent barrier.

2. Unless permitted by the MMMA, no marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited.

1. Primary caregiver facilities shall be free from Infestation by insects, rodents, birds, or vermin of any kind.
2. Primary caregiver facilities shall produce no products other than usable marihuana intended for human consumption.
3. No primary caregiver facility shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the marihuana grower is operated.

E. Licensing.

1. The state license and city permit required by this chapter shall be prominently displayed on the premises of a primary caregiver facility.
2. Primary caregiver uses are not permitted outside the IP-1 and M-1 zoning districts.
3. Except for the primary caregiver, no other person shall deliver marihuana to the qualifying patient.

F. Disposal of Waste.

1. Disposal of marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where marihuana is exposed.
3. That portion of the structure where the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the local Fire Department to ensure compliance with the Michigan Fire Protection Code.

G. Signage.

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.

2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No registered primary caregiver shall place or maintain, or cause to be placed or maintained, an advertisement of marihuana in any form or through any medium:
 - a. Within 1,000 feet of the real property comprising a public or private elementary, vocational, or secondary school; and
 - b. Within 100 feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Building Design.

1. Floors, walls, and ceilings shall be constructed in such a manner that they may adequately be cleaned and kept clean and in good repair.
2. Any buildings, fixtures, and other facilities shall be maintained in a sanitary condition.
3. All necessary building, electrical, plumbing, and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting, and/or watering devices that support the cultivation, growing, or harvesting of marihuana are located.

I. Site Design

Primary caregivers seeking approval from the City shall comply with the following site design standards. These standards are for the public health, safety, aesthetics, and well-being of the business, patrons, and surrounding residential neighborhoods.

1. **Landscaping.** The applicant shall establish the required landscape buffer and required landscaping from Chapter 4 within any buffer between the proposed adult-use marihuana facilities, including bufferyards adjacent or across the street from properties zoned R-1, R-1a, R-1b, and R-2 where there are existing non-conformities. Existing buildings and utility boxes are exempt from this bufferyard and landscaping requirement.

Where underground and overhead utility lines exist, appropriate landscaping shall be installed to not interfere with the public utility lines.

2. **Window and Window Coverings.** Pursuant to MCL 333.27961, establishments may not allow cultivation, processing, sale, or display of marihuana or marihuana accessories to be visible from a public place outside of the marihuana establishment without the use of binoculars, aircraft, or other optical aids.

a. Generally, no more than 60% of the total window area may be opaque in appearance. However, the Planning Commission may approve an increase above 60% in total window area, which may be opaque in appearance if necessary for the Establishment to comply with this section and MCL 333.27961.

b. While opaque windows are authorized pursuant to the requirements of this section, such opacity shall only be accomplished by blackening or other means (such as covering behind or in front of the window) and shall not be accomplished by the boarding of windows. The boarding of windows shall only be authorized under the following circumstances: (1) severe weather conditions which necessitate the boarding of windows to avoid damage to the Establishment or (2) if necessary for the duration of short-term construction, not to exceed a ninety (90) day period.

c. In the event the Planning Commission determines that architectural profiles as depicted on submitted plans is inadequate for purposes of aesthetics, the Planning Commission may require Developer provide alternative architectural elements in lieu of clear, transparent windows, including but not limited to, changes in lighting, landscaping, projections or recesses on a wall plane. Boarding, blacking out (by use of any color or shade), or opaqueness of windows is not considered clear, transparent or translucent.

Amend Article 3 Special Purpose – Zoning District is amended to add Chapter 12 Adult Use Marihuana Business Districts

3.1201 Intent.

The purpose of the Adult-Use Marihuana Business Overlay Districts is to provide for the placement of adult-use marihuana business establishments and related uses as authorized in

accordance with the Michigan Regulation and Taxation of the Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951 et seq. ("MRTMA") and the City's Adult-Use Marihuana Business Ordinance, so as to protect the public health, safety, and welfare of residents of the City and to minimize potential adverse impacts on adjacent property owners and neighborhoods.

3.1202 Adult-Use Marihuana Business Overlay District Uses.

Except as otherwise provided or restricted by this ordinance, the City's Adult-Use Marihuana Business Ordinance and the regulations promulgated thereunder, the following adult-use marihuana business uses are authorized in the Adult-Use Marihuana Business Overlay Districts, provided the development also meets the design and building standards set forth in Section 3.1212 and Article 2, Chapter 5, Development Standards for Specific Uses:

- A. Retailer;
- B. Social Equity Retailer;
- C. Safety compliance facility;
- D. Secure transporter;
- E. Grower;
- F. Processor;
- G. Class A Marihuana Microbusiness;
- H. Designated Consumption Establishment;
- I. Temporary Marihuana Event.

3.1203 Adult-Use Marihuana Business Overlay District Permitted Accessory Uses.

- A. Off-street parking, loading and unloading as required per Section 4.307; and
- B. Any use that is not incidental to the permitted principal use.

3.1204 Adult-Use Marihuana Business Overlay District Requiring Site Plan Review.

All adult-use Marihuana business uses are subject to site plan review set forth in Section 6.202.

3.1205 Licensing.

All operators of adult-use marihuana businesses listed in Section 3.1202 must obtain State of Michigan license and applicable City of Pontiac permits, including but not limited to, adult-use marihuana businesses, building, and zoning.

3.1206 Standards for Approval.

For consideration of adult-use marihuana business uses by the Planning Commission, the Commission shall review each application for the purpose of determining that each adult-use marihuana business on its location will satisfy the following criteria:

- A. The adult-use marihuana business will not impact surrounding residential neighborhoods.
- B. The adult-use marihuana business will provide easy access for persons with accessible parking.
- C. The adult-use marihuana business will be adequately served by utilities with sufficient capacity.
- D. The corridors and streets surrounding the adult-use marihuana business will have the capacity to accommodate Adult-Use Marihuana Business Overlay District's potential increases in traffic volumes.
- E. The adult-use marihuana business will demonstrate a safe and secure environment and uphold the public welfare of the community.
- F. The adult-use marihuana business will not add unintended or impromptu costs to City and municipal services.
- G. The adult-use marihuana business will comply with Section 6.303, Standards for Approval.

3.1207 Adult-Use Marihuana Business Overlay District Location Description.

Adult-Use Marihuana Business Overlay District boundaries are established on the Adult-Use Marihuana Business Overlay District maps. These overlay districts are part of the City of Pontiac Zoning Map. The Adult-Use Marihuana Business Overlay District maps may be a single sheet or composed of several map sheets and shall be kept on record in the City of Pontiac Clerk and Building Safety offices.

The adult-use marihuana business uses permitted in the Adult-Use Marihuana Business Overlay District must meet the following requirements:

A. **East Walton Overlay District (Overlay District 1).** All properties along Walton Blvd. and streets north of Walton Blvd., but not including areas north of Collier Road between the west side of Telegraph Road to Fuller Street, including those contained within Overlay Map 1 for this Adult-Use Marihuana Business Overlay District.

1. Not more than eight (8) permits to operate an Adult-Use Marihuana Retailer and/or Adult-Use Marihuana Social Equity Retailer shall be awarded in this Overlay District No. 1. See Overlay Map 1 for this Adult-Use Marihuana Business Overlay District.

B. **Cesar Chavez District (Overlay District 2).** All properties along Cesar Chavez, starting from the Kennett Road Landfill and areas south to Cesar Chavez to W. Montcalm St.

1. Not more than seven (7) licenses to operate an Adult-Use Marihuana Retailer and/or Adult-Use Marihuana Social Equity Retailer shall be awarded in this Overlay District No. 2. See Overlay Map 2 for this Adult-Use Marihuana Business Overlay District.

C. **Downtown Overlay District (Overlay District 3).** All properties within Downtown District.

1. Not more than six (6) permits to operate an Adult-Use Marihuana Retailer and/or Adult-Use Marihuana Social Equity Retailer shall be awarded in this Overlay District No. 3. See Overlay Map 3 for this Adult-Use Marihuana Business Overlay District.
2. In addition, Designated Consumption Establishments shall be limited to Downtown Adult-Use Marihuana Business Overlay District, with a maximum of three (3) Designated Consumption Establishments permitted north of Huron Street and a maximum of three (3) Designated Consumption Establishments permitted south of Huron Street.

D. **Woodward Gateway Overlay District (Overlay District 4).** All Properties located along Woodward Avenue that are depicted within Overlay Map 4 (Starting from Huron Street and continuing South along Woodward and ending South of South Boulevard).

1. Not more than three (3) licenses to operate an Adult-Use Marihuana Retailer and/or Adult-Use Marihuana Social Equity Retailer shall be awarded in this Overlay District No. 4. See Overlay Map 4 for this Adult-Use Marihuana Business Overlay District.

The overlay district is a regulatory tool to implement the establishment of adult-use marihuana businesses in the City of Pontiac. An overlay district is applied over one (1) or more previously established zoning districts, establishing additional or stricter regulations, standards and criteria for adult-use marihuana business uses in addition to those of the underlying zoning district.

3.1208 Buffer Distance Restrictions.

A. Except in the Downtown Overlay District, A proximity of any proposed adult-use marihuana businesses shall not be less than:

1. One thousand (1,000) feet from an operational public or private school;
2. Five hundred (500) feet from an operational commercial childcare organization (non-home occupation) that is licensed and registered with the State of Michigan Department of Health and Human Services or its successor agency;
3. Five hundred (500) feet from a public park;
4. Except in the Downtown Overlay District (OVERLAY No. 3). All properties, in all other overlay districts, a proposed adult-use marihuana businesses shall not be less than five hundred (500) feet from a religious institution that is defined as tax exempted by the Oakland County Assessor; and

B. Such distance between the school, childcare center, public park, or religious institution, and the contemplated location shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines at right angles to the centerline from the primary point of ingress to the school, childcare center, or religious institution, residential dwelling unit or from the entrance to a public park, and from the primary point of ingress to the adult-use marihuana business along the centerline to the primary street address building entrance.

C. If a parcel lot of the Adult-Use Marihuana establishment does not meet the minimum buffer distance as set forth above, an Adult-Use marihuana retailer and/or Adult-Use Marihuana Social Equity Retailer shall be prohibited at that location.

3.1209 Co-Location.

A. Consistent with the Michigan Regulation and Taxation of the Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951 et seq. ("MRTMA") and rules promulgated by the Department, the City's Adult-Use Marihuana Ordinance, and except as otherwise provided in the zoning ordinance, any combination of growers, processors, marihuana retailers, social equity retailers, Class A Microbusinesses, and designated consumption establishments may operate as separate adult-use marihuana businesses at the same physical location.

B. Consistent with the MRTMA and rules promulgated by the Department, applicants for class C grower permits shall be allowed to receive multiple such permits and operate under each permit in a single establishment.

3.1210 Building Design, Area, Height, Bulk, and Placement.

A. Four-sided Architecture: All Building Façades visible from an adjacent Lot or Street shall be constructed with the same building material quality and compatible architectural variety on all Building Façades in a compatible context to the rest of the building.

B. Building and design improvements must comply with the underlying zoning requirements of Article 2, Chapter 4, Private Frontage Design Standards, and the specific uses development standards outlined in Article 2, Chapter 5.

C. If the provisions of the Adult-Use Marihuana Business Overlay District are silent on building and design requirements, the requirements of the underlying district shall apply.

D. If the building and design requirements of the Adult-Use Marihuana Business Overlay District conflict with the requirements of the underlying district, then the building and design requirements of the Adult-Use Marihuana Business Overlay District shall supersede the underlying district regulations.

E. Odor shall be managed through the installation of activated carbon filters on exhaust outlets to the building exterior from any rooms used for production, processing, testing, packaging, selling, research and warehousing. Negative air pressure shall be maintained within the rooms.

F. An alternative odor control system may be approved by the Pontiac Building Official based on a report by a registered mechanical engineer licensed by the State of Michigan, demonstrating

that the alternative system will control odor equally or better than the required activated carbon filtration system.

G. Generators must be installed to operate the air filter system in case of power outage or failure.

H. Exterior lighting fixtures including neon, LED, flashing lights, or similarly noxious or obtrusive lighting or effects shall be prohibited, including lighting device with intermittent fading, flashing, blinking, rotating or strobe light illumination on any adult-use marihuana business building, structure or property.

I. Luminous tube lighting (e.g., neon, rope lighting) shall not be used to outline or frame doors, building elevators and/or windows.

J. Luminous tube and exposed bulb fluorescent lighting is prohibited as an architectural detail on all building/structures (e.g., along the roof line, eaves) and on all building facades.

K. Exterior site lighting must be installed in site parking areas, egress, and ingress areas. Lighting must be compliant with Article 4, Chapter 5.

L. It shall be prohibited to display any signs that are inconsistent with State or local law, and Article 5.

M. It shall be prohibited to use the symbol or image of a marihuana leaf or the medical "green cross" symbol in any exterior building signage.

N. The following sign language is not permitted on any adult-use marihuana business building use: Marihuana, Marijuana, Cannabis, Ganja, Dope, Roach, Hash, Reefer or any other word/phrase with similar likeness.

O. Window signs that occupy not more than ten percent of the inside surface of the window area of each floor level of a business or building are permitted.

3.1211 Alternative Design Standards Applicable to Adult-Use Marihuana Retail and Social Equity Retail Establishments in Woodward Gateway Overlay District

Due to Woodward Gateway Overlay District's standing as a strategic corridor for growth and development in the City, the District's status as the "Gateway" (i.e. entry) to the City of Pontiac, additional standards shall apply in this District as set forth herein to provide adequate screening from adjacent properties and maintain the character and quality of Developments located at the entryway to the City. In the event that a design standard set forth in this section conflicts with any alternative design standards set forth in this Chapter, the design standards set forth herein shall be applied to the Woodward Gateway Overlay District. Nothing in this Section shall be construed as negating the requirement for Adult-Use Retailer and Social Equity Retailer establishments located in the Woodward Gateway Overlay District to comply with any regulations set forth in this Chapter that do not otherwise conflict with this Section.

For the reasons set forth herein, the additional design standards set forth in this Section shall apply to Adult-Use Marihuana Retailers and Social Equity retailers located in the Woodward Gateway Overlay District:

- A. A five (5) foot bufferyard shall be maintained on all sides of the parcel and shall conform to the following standards:
 - 1. The bufferyard may be interrupted only to provide for roads or driveways for vehicular access.
 - 2. Grass, ground cover, or other suitable live plant material shall be planted over the entire bufferyard area, except that paving may be used in areas of intensive pedestrian circulation.
 - 3. A minimum of two (2) deciduous canopy trees shall be planted for each 100 lineal feet, or portion thereof, of required bufferyard length. Alternatively, one (1) deciduous canopy tree and four (4) evergreen trees shall be planted for each 100 lineal feet, or portion thereof, of required bufferyard length. Deciduous canopy trees and/or evergreen trees set forth under this Section shall meet the minimum caliper requirements as set forth under the City of Pontiac's Zoning Ordinance, Article 4, Chapter 4.
 - 4. For the purpose of determining required plant material, required bufferyard area length shall be measured along the exterior periphery of the bufferyard area.
 - 5. Parking Lot Landscaping Requirements:

- a. Any premises having a parking lot or lots with an area of 6,000 square feet or greater shall provide landscape areas within the interior of the parking lot.
- b. Interior landscaping shall provide coverage of eight percent (8%) of the parking lot surface area.
- c. Landscaped areas shall be placed within the perimeter of a parking lot. The perimeter of a parking lot is defined by placing a simple geometric shape around the external edges of the lot. Landscaping areas located in the corners or otherwise set in from the edge of the parking lot where such area would otherwise be paved are considered to be within the parking lot and may be included as a part of the required landscaping.
- d. Required parking or paving setbacks, screening, bufferyard, or other landscaping required by this ordinance shall not be utilized to meet any other requirement of these landscaping provisions.
- e. A minimum of one (1) canopy tree, one (1) understory tree, and two (2) shrubs shall be installed for every 300 square feet of landscaped area.
- f. The use of concrete, asphalt or other paved surface inside the required landscape areas shall be prohibited.
- g. All landscaped areas shall be designed and located to standards acceptable to the Planning Commission that clearly define internal streets, traffic lanes and parking areas and maintain intersection sight distance. In addition:
 - 1) Landscaped areas within a parking lot shall have a minimum width of nine (9) feet.
 - 2) Raised concrete curbing shall be placed around the perimeter of all landscaped areas located within a parking lot. Up to two (2) gaps each of 12 inches or less are permitted per landscaped area to allow for the drainage of stormwater into landscape islands for the purposes of irrigation.

3.1212 Review Authority and Establishment.

- A. The Planning Commission shall be the special exception and site plan review authority for the permitted adult-use marihuana business uses in the Adult-Use Marihuana Business Overlay Districts.
- B. Adult-use marihuana business uses must be in accordance with the Special Exception permit review standards contained in Article 6, Chapter 3.
- C. A special exception permit for adult-use marihuana business uses requires public notice of 500 feet from the proposed adult-use marihuana business.
- D. All permitted adult-use marihuana businesses uses must be in accordance with the uses and development standards outlined in Article 2.
- E. Within the Adult-Use Marihuana Business Overlay Districts all requirements of the underlying districts remain in effect, except where these regulations provide an alternative to such requirements.

Amend Article 4 Chapter 2; Section 4.206, Keeping of Household Animals or Pets.

C. Permitted and Special Exception Uses. Refer to *Table 2.1* for permitted and special exception uses in the IP-1 district.

Amend Article 4 Chapter 3; Section 4.303, Minimum Parking Requirements

B. Minimum Parking Required. The minimum number of off-street parking spaces shall be determined in accordance with the following Table 8. For the list of uses that are included in each category, refer to Table 2.1 or the use definition categories in Article 7, Chapter 2.

Article 7 – Definitions - amend to Add Chapter 2 Definitions, and Chapter 3, General Definitions as follows:

Article 7 – Chapter 2 Definitions

7.202 Commercial, Office and Service Uses.

[Add] “Designated Consumption Establishment” means a licensed marihuana establishment authorized to permit individuals 21 years of age and older to consume marihuana products on the licensed commercial premises.

[Add] "Class A Microbusiness" means a licensed and City-permitted marihuana establishment authorized to operate at a single location and cultivate not more than 300 mature marihuana plants; package marihuana; purchase marihuana concentrate and marihuana-infused products from licensed marihuana processors; sell or transfer marihuana and marihuana-infused products to individuals 21 years of age and older; and transfer marihuana to a safety compliance facility for testing in accordance with MRTMA and the City's Adult-Use Marihuana Ordinance

[Add] "Marihuana Retailer" or "Social Equity Retailer" means a licensed and City-permitted marihuana establishment that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to marihuana establishments and to individuals who are 21 years of age or older in accordance with MRTMA and the City's Adult-Use Marihuana Business Ordinance.

[Amend] "Safety compliance facility" means a safety compliance facility as defined by the MRTMA and the administrative Marihuana Rules, including R 420.107 as amended, that takes or receives marihuana from a licensed grower, processor, retailer, social equity retailer, or Class A Microbusiness, collects random samples, tests the marihuana for contaminants, potency, and for tetrahydrocannabinol and other cannabinoids, and returns the test results, and may return the marihuana to a licensed grower, processor, retailer, social equity retailer, or Class A Microbusiness.

[Amend] "Secure transporter" means a marihuana-related business located in this State that stores marihuana and transports marihuana between adult-use marihuana businesses for a fee. A secure transporter shall comply at all times with the MRTMA and the rules promulgated thereunder.

7.203 Industrial Uses.

[Add] **Downtown Adult-Use Marihuana Business Overlay District.** See Map 3.

[Add] **Cesar Chavez Adult-Use Marihuana Business Overlay District.** See Map 2.

[Amend] Grower. A commercial entity that cultivates, dries, trims, or cures and packages marihuana for sale to a processor, provisioning center, or marihuana retailer. As used in this ordinance, grower shall include class A growers, class B growers, and class C growers, and as

further regulated by either MMFLA or MRTMA as to the number of plants that each class is authorized to grow in accordance with the grower's state license and City permit.

[Add] "Primary Caregiver" or "Caregiver". Is a person who is at least 21 years old and who acquires, possesses, cultivates, uses, delivers or distributes marihuana to treat or alleviate a debilitating medical condition and has agreed to assist with a qualified patient's medical use of marihuana, who has not been convicted of any felony within the past 10 years, has never been convicted of a felony involving illegal drugs or a felony that is an assaultive crime as defined in section 9a of chapter X of the code of criminal procedure, 1927 PA 175, MCL 770.9a, and holds a current and valid registration with the State of Michigan in accordance with the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL 333.26421 et seq. ("MMMA"), and any applicable City permit.

[Amend] K. Processor. Commercial entity that purchases marihuana from a grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in package form to a provisioning center or marihuana retailer, including social-equity retailer.

[Amend] Q. Safety Compliance Facility. A safety compliance facility as defined by the MRTMA and the administrative Marihuana Rules, including R 420.107 as amended, that takes or receives marihuana from a licensed grower, processor, retailer, social equity retailer, or Class A Microbusiness, collects random samples, tests the marihuana for contaminants, potency, and for tetrahydrocannabinol and other cannabinoids, and returns the test results, and may return the marihuana to a licensed grower, processor, retailer, social equity retailer, or Class A Microbusiness.

[Amend] S. Secure Transporter. A commercial entity located in this State that stores marihuana and transports marihuana between medical marihuana facilities for a fee, marihuana retailer, or microbusiness Class A.

[Add] **Walton Blvd. Adult-Use Marihuana Business Overlay District.** See Map 1.

[Add] **Woodward Gateway Overlay District.** See Map 4.

Article 7 – General Definitions, Chapter 3

[Add] **MRTMA.** The Michigan Regulation and Taxation of the Marihuana Act, Initiated Law 1 of 2018, being Sections 333.27951 to 333.27967 of the Michigan Compiled Laws, and the administrative rules promulgated thereunder.

[Add] **Marihuana Business.** Are the following adult-use marihuana establishments, whether operated for profit or not for profit: (a) grower, (b) safety compliance facility, (c) processor, (d) retailer, (e) social-equity retailer, (f) secure transporter, (g) Class A microbusiness, (h) Designated Consumption Establishment, (i) marihuana event organizer or (j) temporary marihuana event.

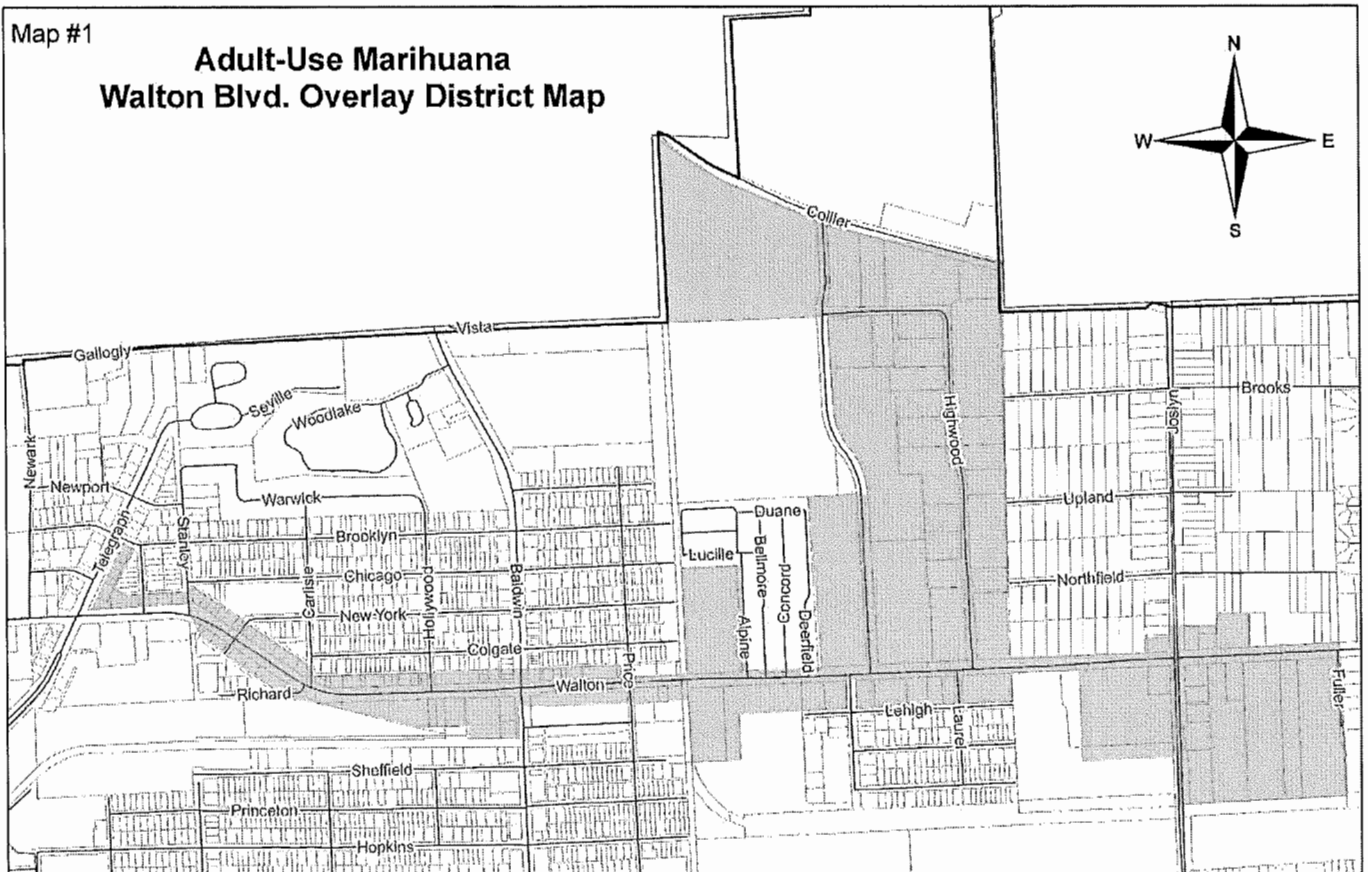
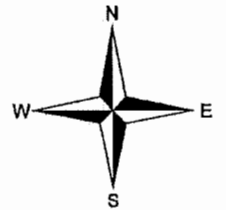
Section 1. Amendments.

That the Zoning Map of the City of Pontiac, said map being incorporated by reference in the Zoning Ordinance for the City of Pontiac pursuant to Article 2, is hereby amended, changed, and altered so that hereafter the zoning classifications for the below-described areas shall include four (4) Adult Use Marihuana Overlay Districts (AUMODs) as described herein:

- (1) **Adult-Use Marihuana East Walton Overlay District (Overlay District 1)**, (See Map 1, below), which includes all properties along Walton Blvd. and streets north of Walton Blvd., but not including areas north of Collier Road between the west side of Telegraph Road to Fuller Street, subject to all other locational requirements and regulations on adult-use marihuana facilities set forth in the City of Pontiac Zoning Ordinance as to the East Walton Overlay District.
- (2) **Adult-Use Marihuana Cesar Chavez Overlay District (Overlay District 2)**, (See Map 2, below) which includes all properties along Cesar Chavez, starting from the Kennett Road Landfill and areas south to Cesar Chavez to W. Montcalm St., subject to all other locational requirements and regulations on adult-use marihuana facilities as set forth in the City of Pontiac Zoning Ordinance as to the Cesar Chavez Overlay District.
- (3) **Adult-Use Marihuana Downtown Overlay District (Overlay District 3)**, (See Map 3, below), which includes all properties within the Downtown District as depicted in Map 3, subject to all other locational requirements and regulations on adult-use marihuana facilities as set forth in the City of Pontiac Zoning Ordinance as to the Downtown Overlay District.
- (4) **Adult-Use Marihuana Woodward Gateway Overlay District (Overlay District 4)**, (See Map 4, below), which includes all Properties located along Woodward Avenue that are depicted within Overlay Map 4 (Starting from Huron Street and continuing South along Woodward and ending South of South Boulevard.), subject to all other locational requirements and regulations on adult-use marihuana facilities as set forth in the City of Pontiac Zoning Ordinance as to the Woodward Gateway Overlay District.

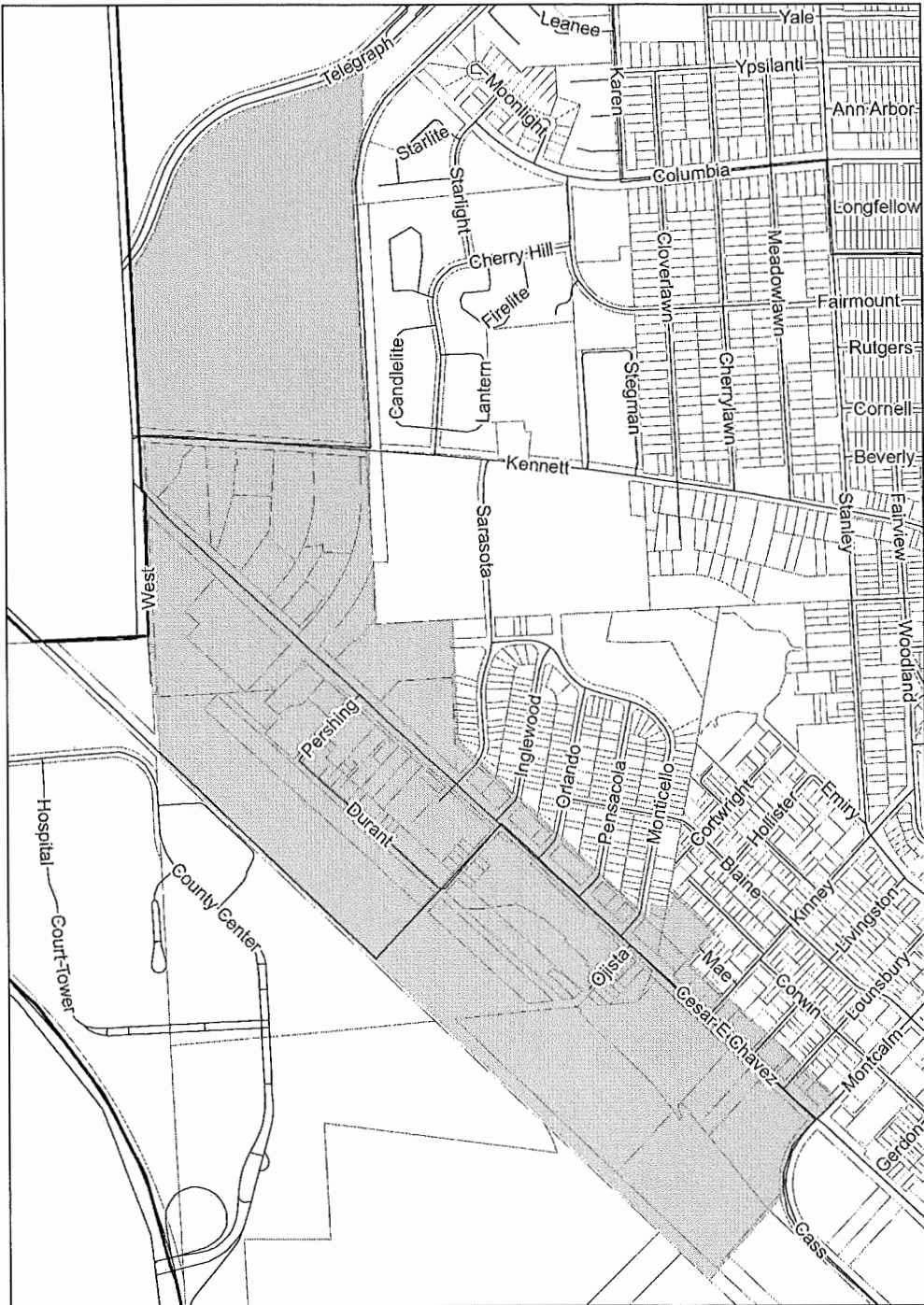
Map #1

Adult-Use Marihuana Walton Blvd. Overlay District Map



Map #2

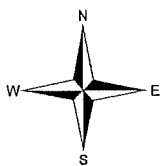
Adult-Use Marihuana Cesar Chavez Overlay District Map



0 500 1,000 2,000 3,000 4,000 Feet

Map #3

Adult-Use Marihuana Downtown Overlay District Map



0 340 680 1,360 2,040 2,720 Feet



Section 2. Repealer and Severability.

All other parts and provisions of the Zoning Ordinance shall remain in effect, amended only as provided above. If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Effective Date

The foregoing amendment to the City of Pontiac Zoning Map was approved and adopted by the City Council on _____, 2023, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. The Ordinance shall be effective on _____, 2023, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment in a publication in a newspaper of general circulation in the zoning district as required by Section 401 of Act 110 of 2006, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

ORDINANCE DECLARED ADOPTED.

CERTIFICATION

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Pontiac, County Oakland, State of Michigan, at a regular meeting of the City Council held on _____ day of _____, 2023, and public notice of said meeting was given pursuant to and in accordance with the requirements of Act No. 267 of the Public Acts of 1976, as amended, being the Open Meetings Act, and the minutes of said meeting have been or will be made available as required by said Act.

Members Present: _____

Members Absent: _____

It was moved by Member _____ and supported by Member _____ to adopt the Ordinance.

Members voting yes: _____

Members voting no: _____

Members abstaining: _____

The Ordinance was declared adopted by the Mayor and has been recorded with the City of Pontiac.

Garland Doyle, City Clerk
City of Pontiac, Michigan

ADOPTED:

PUBLISHED:

EFFECTIVE:

#6

ORDINANCE

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC**

ORDINANCE NO. _____

ZONING ORDINANCE MAP AMENDMENT

AN ORDINANCE TO AMEND APPENDIX B OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC, AMENDING ARTICLE 2, SECTION 2.103—ZONING MAP, TO CHANGE THE ZONING CLASSIFICATIONS FOR A PARCEL ON W NEW YORK AVE, ON THE WEST SIDE OF CARLISLE STREET BETWEEN NEW YORK AVENUE AND W. CHICAGO AVENUE FROM R-1 ONE FAMILY DWELLING TO R-3 MULTIPLE FAMILY DWELLING.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.

That the Zoning Map of the City of Pontiac, said map being incorporated by reference in the Zoning Ordinance for the City of Pontiac pursuant to Article 2 therefor, be and the same is hereby amended, changed, and altered so that hereafter the zoning classifications for the below legal descriptions, also known as 204 W. New York Ave, on the west side of Carlisle Street between New York Avenue and W. Chicago Avenue, Tax ID: 14-08-343-011, shall be rezoned from R-1 One Family Dwelling to R-3 Multiple Family Dwelling.

Legal Description (as provided):

T3N, R10E, SEC 8 MARIMONT SUB LOTS 302 TO 314 INCL. ALSO LOTS 385 TO 400 INCL.
ALSO THAT PART OF VAC ½ OF ALLEY ADJ TO SD LOT 302 9/27/89 COR.

Section 2. Repealer and Severability.

All other parts and provisions of the Zoning Ordinance shall remain in effect, amended only as provided above. If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section,

clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Effective Date

The foregoing amendment to the City of Pontiac Zoning Map was approved and adopted by the City Council on _____, 2023, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. The Ordinance shall be effective on _____, 2023, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment in a publication in a newspaper of general circulation in the zoning district as required by Section 401 of Act 110 of 2006, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

ORDINANCE DECLARED ADOPTED.

CERTIFICATION

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Pontiac, County Oakland, State of Michigan, at a regular meeting of the City Council held on _____ day of _____, 2023, and public notice of said meeting was given pursuant to and in accordance with the requirements of Act No. 267 of the Public Acts of 1976, as amended, being the Open Meetings Act, and the minutes of said meeting have been or will be made available as required by said Act.

Members Present: _____

Members Absent: _____

It was moved by Member _____ and supported by Member _____ to adopt the Ordinance.

Members voting yes: _____

Members voting no: _____

Members abstaining: _____

The Ordinance was declared adopted by the Mayor and has been recorded with the City of Pontiac.

Garland Doyle, City Clerk
City of Pontiac, Michigan

ADOPTED:

PUBLISHED:

EFFECTIVE:



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

TO: Planning Commission

CC: Mark Yandrick, Planning Manager

FROM: Richard K. Carlisle, FAICP, Planning Consultant to the City of Pontiac

DATE: February 15, 2023

RE: Zoning Map Amendment
204 W. New York Avenue
Tax Parcel ID: 14-08-353-011

Executive Summary:

The applicant, Community Housing Network, is proposing to rezone (Case: ZMA23-001) the site of the abandoned Wever School from R-1 One Family Dwelling to R-3 Multiple Family Dwelling. The site is 3.8 acres in size, located at the northwest corner of Carlisle and New York Ave. The property is currently held by the Oakland County Treasurer.

Planning Commission recommended APPROVAL, 5-0, of the rezoning at the public hearing on March 1, 2023.

Overview / Project Description:

The applicant is Community Housing Network (CHN), "a nonprofit organization committed to providing homes for people in need," which operates in southeast Michigan. The applicant proposes a multiple family residential development to be named Carlisle Townhomes. The existing building will be razed and replaced with forty-two (42) rental townhomes distributed among five (5) buildings. The units will be one- and two- bedrooms with five (5) barrier-free units. An image of the types of building contemplated has been provided. Commissioners should be aware that details of site development may change during site plan review. City Staff discussed the possibility of the applicant offering conditions of approval, such as the rezoning only be for the CHN's ownership, however they request a regular rezoning.

Figure 1 – Aerial View of Site

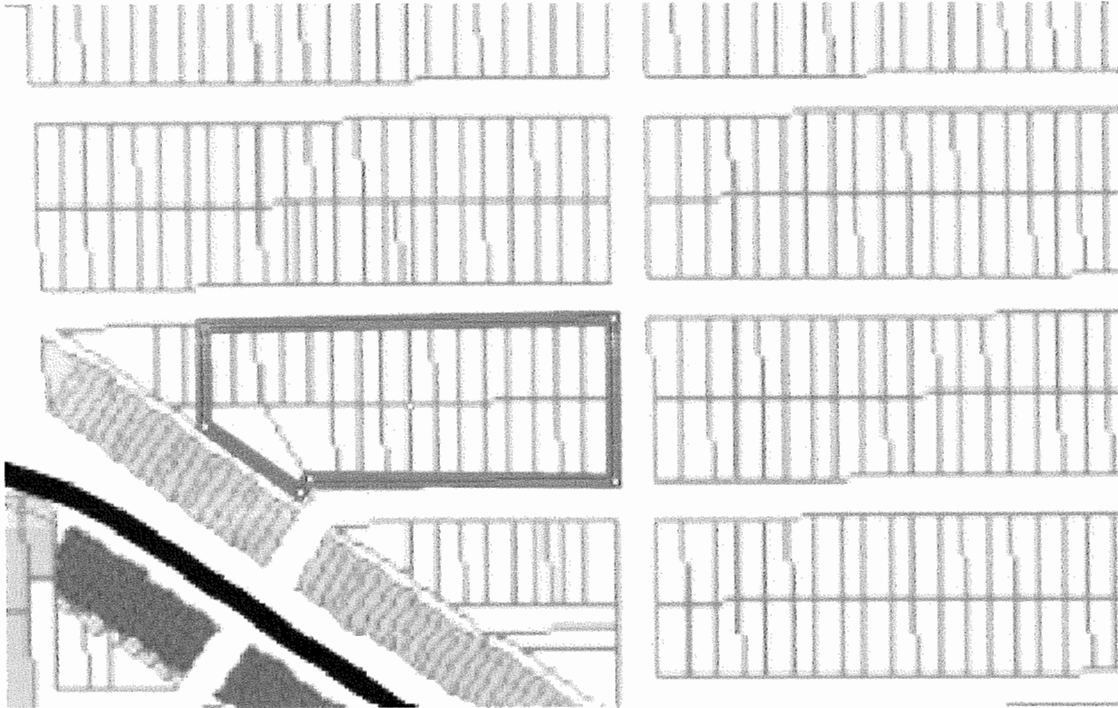


What shows up on the map as Moriah Baptist Church Detroit is the vacant Wever School building. Perhaps the church used the building at one point. Below is View from Carlisle Street (New York St. would be to the left).

Figure 2 – Street View from Carlisle Street



R-1 Single Family Dwelling



The subject site and surrounding area is zoned R-1 One Family Dwelling. The frontage along Walton is zoned commercial.

6.804 Criteria for Amendment of the Official Zoning Map

- A. Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

Comments: The City's Master was adopted October 7, 2014. There are three goals of particular significance to this project:

1. Strengthen existing residential neighborhoods.
2. Providing new, diverse housing choices.
3. Ensure that residential redevelopment and new infill developments complement and enhance the character of the existing neighborhoods and have a positive effect on property values.

Furthermore, the subject site and surrounding area is designated as Traditional Neighborhood Residential which contemplates duplexes, row houses, townhomes and detached single family homes. Therefore, the subject rezoning is consistent with the City's Master Plan.

- B. Compatibility of the site's physical, geological, hydrological, and other environmental features with the uses permitted in the proposed zoning district.

Comments: The site is a former school. Aside from the building, the site it is largely open with few significant natural features.

- C. Evidence the applicant cannot receive a reasonable return on Investment through developing the property with one (1) or more of the uses permitted under the current zoning.

Comments: Infill projects that include major demolition, which is the case here, need a certain level of density to make the project feasible. It is especially true when the end goal is to provide affordable housing.

- D. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values.

Comments: Although the surrounding area is largely single family, the school has been vacant for some time, which cannot be positive to a neighborhood. However, the Planning Commission and applicant should strive to ensure that the ultimate development contains features (building design and materials, open space, landscaping, etc.) that benefit the surrounding neighbors. These are details that will be discussed during the site plan review process.

- E. The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City.

Comments: The site is served with public utilities and services. We will defer to the City Engineer to comment further on the adequacy of those services.

- F. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

Comments: The site has good accessibility from adjacent streets which include Carlisle, New York, and Chicago. All provide excellent accessibility to W. Walton.

- G. The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.

Comments: The size is of sufficient size and regularly shaped to allow for reasonable development of the site.

H. If a rezoning is appropriate, the requested zoning district is more appropriate from the City's perspective than another zoning district.

Comments: Given the intent of the Master Plan and the challenges of development of the site, the proposed rezoning would be appropriate and beneficial to the City and the surrounding neighborhood.

I. If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

Comments: Although the applicant indicates that the intent is to build townhomes, the request is to rezone to R-3 Multiple Family Residential. Commissioners should be aware that if this project does not advance, other uses permitted in the R-3 District are possible. However, most uses which could be potentially objectionable are special exception uses. Therefore, the City would have a great deal of discretion to determine the compatibility of uses of the site.

J. The requested rezoning will not create an isolated or incompatible zone in the neighborhood.

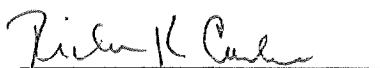
Comments: Given the fact that the site was once used as a school, there was some degree of activity that was previously experienced by the neighborhood. The fact that it will be developed in a residential manner is not incompatible with the surrounding area.

Recommendations:

The proposed rezoning is consistent with the City's Master Plan and will allow for redevelopment of a site which is currently vacant. The proposed zoning category provides a realistic option to the current R-1 category which would allow for demolition of the building and infill with new housing.

Planning Commission Recommended APPROVAL, 5-0 for the rezoning of case ZMA23-001 from R-1 to R-3 zoning district at the public hearing on March 1, 2023.

Note: A protest petition was filed for this application at the first reading on March 21, 2023 that met the requirement of 6.806.(A)(2), which is 20% of the voters within 100 feet of the subject property signing the petition. With this protest petition, it requires a 2/3 vote of the council membership for approval of the Zoning Map Amendment, which is five (5) votes no matter how many members are present in a meeting.


CARLISLE/WORTMAN ASSOC., INC
Richard K. Carlisle, FAICP
Past President/Senior Principal

Edits by Mark Yandrick
City of Pontiac Planning Manager

#7

ORDINANCE

**Resolution of the Pontiac City Council
To Approve First Reading of Zoning Ordinance Map Amendment
to Conditionally Rezone 484 Auburn Avenue**



**Resolution to Approve First Reading of Zoning Ordinance Map Amendment to
Conditionally Rezone 484 Auburn Avenue**

At a meeting of the City Council ("Board") of the City of Pontiac, County of Oakland, State of Michigan (the "City") at a meeting held on _____, at 47450 Woodward Ave, Pontiac, MI 48342 at 6:00 p.m., there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____:

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance Map to conditionally rezone 484 Auburn Avenue; specifically to amend the Zoning Ordinance Map which list 484 Auburn Avenue as C-1 Local Business to C-3 Corridor Mixed Use District in accordance with the Conditional Rezoning Agreement.

WHEREAS, the City of Pontiac City Council finds it is in the best interest for the health, safety, and welfare, to reject the Planning Commission's Recommendation and approve the amendments to the Zoning Ordinance Map as presented.

NOW THEREFORE, BE IT RESOLVED by the Pontiac City Council that it hereby adopts the first reading of the amendments as presented to the City Council on _____, to the City's Zoning Ordinance Map.

A roll call vote on the foregoing resolution was taken, the result of which is as follows:

YES:

NO:



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

TO: Planning Commission

CC: Mark Yandrick, Planning Manager

FROM: Richard K. Carlisle, FAICP, Planning Consultant to the City of Pontiac

DATE: March 6, 2023

RE: Zoning Map Amendment
484 Auburn
Tax Parcel ID #14-33-205-021/22

Executive Summary:

The applicant is proposing to rezone a parcel that is 24,000 sq. ft. in size from C-1 Local Commercial to C-3 Corridor Commercial. The request is for a vehicle storage facility but the property owner is looking at the long term viability of the site. The site is located on the southwest corner of Auburn and S. Francis St. There are properties zoned C-3 along the frontage of Auburn between Sanford St. and ML King Blvd. The Master Plan designates the subject site as well as other areas along Auburn as Mixed Use, although with a focus on pedestrian and neighborhood scale business on this block.

Overview / Project Description:

The subject site is 24,000 sq. ft. in size(approximately ½ acre) located on the southwest corner of Auburn and St. Francis Street. There is an existing building on the site. The site is currently zoned C-1 Local Commercial which permits a variety of residential, retail, office and service uses intended to serve surrounding residential areas. The C-3 Corridor Commercial District is intended to serve a much broader market area. While C-3 permits similar uses as C-1, it also permits industrial and quasi-industrial uses.

Figure 1 – Aerial View of 484 Auburn



Oakland County Property Gateway 2020

Figure 2 – Parcel View of 484 Auburn



Oakland County Property Gateway 2020

6.804 Criteria for Amendment of the Official Zoning Map

- A. **Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.**

Comments:

The Master Plan designates the Auburn corridor in proximity to the subject site as mixed use. The Mixed Use category recognizes that historical patterns of industrial use located adjacent to residential was potentially harmful to the viability of neighborhoods. At the same time, the Master Plan recognizes the need to encourage the redevelopment of older buildings along corridors such as Auburn. The current C-1 District does permit a variety of uses that would be compatible with the goals of the Master Plan.

- B. **Compatibility of the site's physical, geological, hydrological, and other environmental features with the uses permitted in the proposed zoning district.**

Comments:

From a physical, natural or environmental perspective, the site does not present any unique features or obstacles for development.

- C. **Evidence the applicant cannot receive a reasonable return on Investment through developing the property with one (1) or more of the uses permitted under the current zoning.**

Comments:

The C-1 District allows for a wide variety of uses. There is no evidence that the property cannot be reasonably used as currently zoned.

- D. **Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values.**

Comments:

Given the setting in close proximity to neighboring residential use, a rezoning to C-3 could introduce more intensive uses that are incompatible with a neighborhood environment.

- E. **The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City.**

Comments:

The City Engineer will need to comment on the adequacy of public utilities, but it does not appear that uses that are currently permitted in the C-1 District present an inordinate burden on utilities.

- F. **The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.**

Comments:

Auburn Rd. is a major corridor with existing commercial use. Some of the potential uses permitted in the C-3 District could introduce both traffic volumes and characteristics that may be incompatible with the City's goals of promoting neighborhood preservation in a mixed-use environment.

- G. **The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.**

Comments:

The boundaries are confined to a single property which is currently zoned C-1. The building is existing but no additional information is provided whether the applicant intends to use the building or redevelop the site.

- H. **If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.**

Comments:

Given that the site is currently zoned C-1 which permits reasonable use, the requested rezoning would not be considered to be a more appropriate category.

- I. **If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.**

Comments:

The request is not for a specific use or even limited use of the property. Section 6.807 permits an applicant to request a rezoning with conditions.

J. The requested rezoning will not create an isolated or incompatible zone in the neighborhood.

Comments:

Given that there are other C-3 properties located on Auburn Road, the requested rezoning does represent an isolated case. However, it does represent a circumstance where potential incompatibles uses can be established .

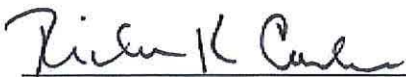
Staff Recommendations:

Without further information, there is little to support this application. The current C-1 zoning allows for a variety residential, retail, office and service uses that would be more compatible for surrounding residential uses. The applicant has the opportunity to submit conditions that would eliminate uses that would be incompatible with a residential environment.

Planning Commision Recommendation

At it's March 15, 2023 meeting, Planning Commission considered this zoning map amendment in a public hearing. During the question and answer with the applicant, the applicant shared a different use, an art wholesale and distribution facility, that had not been shared with staff previously. While a rezoning to C-3 is still necessary for this use, the applicant voluntarily offered two (2) conditions related to the rezoning:

1. No heavey machinery will be used at the site.
2. No outside storage other than the use a dumpster.



CARLISLE/WORTMAN ASSOC., INC

Richard K. Carlisle, FAICP

Past President/Senior Principal

Edits by: Mark Yandrick

City of Pontiac Planning Manager

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC**

ORDINANCE NO. _____

ZONING ORDINANCE MAP AMENDMENT

AN ORDINANCE TO AMEND APPENDIX B OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC, AMENDING ARTICLE 2, SECTION 2.103—ZONING MAP, TO CHANGE THE ZONING CLASSIFICATIONS FOR SPECIFIC PARCELS ON THE SOUTH SIDE OF AUBURN BETWEEN WOODWARD AND MARTIN LUTHER KING, SUBJECT TO THE AGREED UPON CONDITIONS.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.

That the Zoning Map of the City of Pontiac, said map being incorporated by reference in the Zoning Ordinance for the City of Pontiac pursuant to Article 2 therefor, be and the same is hereby amended, changed, and altered so that hereafter the zoning classifications for the below legal description, commonly referred to as 484 Auburn, Parcel ID: 14-33-205-021/22, from C-1 Local Business to C-3 Corridor Commercial with CR Conditional Rezoning, this Amendment is subject to the Conditions as described in Section 3.

Provided Legal Description:

T3N, R10E, SEC 33 OSMUN GARDENS NO. 2 LOTS 4 TO 8 INCL

Section 2. Conditions.

Said amendment is conditioned as provided in the voluntarily agreed Conditional Rezoning Agreement entered into between the City of Pontiac and 484 Auburn, LLC, which include:

- a) No heavy machinery will be utilized on the premises; and
- b) The property will not utilize any outside storage except for dumpsters.

If the conditions as described above, and any other conditions as provided in the Conditional Rezoning Agreement, are not adhered to, the property in this Amendment will revert back to C-1 Local Business.

Section 3. Repealer and Severability.

All other parts and provisions of the Zoning Ordinance shall remain in effect, amended only as provided above. If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 4. Effective Date

The foregoing amendment to the City of Pontiac Zoning Map was approved and adopted by the City Council on _____, 2023, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. The Ordinance shall be effective on _____, 2023, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment in a publication in a newspaper of general circulation in the zoning district as required by Section 401 of Act 110 of 2006, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

ORDINANCE DECLARED ADOPTED.

Tim Greimel, Mayor
City of Pontiac, Michigan

**CITY OF PONTIAC
CONDITIONAL REZONING AGREEMENT**

This Conditional Rezoning Agreement (the “**Agreement**”) is made this ____ day of _____, 2023, by and between THE CITY OF PONTIAC, with its offices located at 47450 Woodward Ave., Pontiac, MI 48342 (the “**City**”), and 484 Auburn, LLC (“**484 Auburn**”) with its principal office located at 4301 Orchard Lake Rd., Ste. 180-225, West Bloomfield, MI 48323.

THE PARTIES RECITE THAT:

WHEREAS, the 484 Auburn owns certain parcels of real property located within the City of Pontiac, which is commonly described as follows:

484 Auburn Ave., Pontiac, MI 48342

WHEREAS, 484 Auburn seeks re-zoning of the property described in **Exhibit A**. The Property is currently zoned as Local Business (C-1) and 484 Auburn is requesting that the property be rezoned to Corridor Mixed Use District (C-3).

WHEREAS, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL §125.3405 *et seq*), certain conditions voluntarily offered by the owner of land, including an agreement between the City and the 484 Auburn, may become a condition of rezoning of the Property; and

WHEREAS, the 484 Auburn submitted the Application for Conditional Rezoning, which was supplemented by the Offer of Conditions on March 15, 2023 all attached as **Exhibit B** (collectively “**Application**”), voluntarily offering, in writing, certain conditions to rezone the Property as set forth above, subject to the conditions of this Agreement; and

WHEREAS, the City Planning Commission on [REDACTED], held a Public Hearing on the request for Conditional Rezoning and proposed amendment to the City's Zoning Map Ordinance; and

WHEREAS, the City Council on [REDACTED], voted to approve the request for Conditional Rezoning and adopted Ordinance No. [add Ordinance number] to amend the City's Zoning Map Ordinance based upon the conditions set forth in this Agreement and the attached Exhibits;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the City and the 484 Auburn agree as follows:

1. CONDITIONAL REZONING, PROJECT DEVELOPMENT, AND CONDITIONS AND EXCEPTIONS TO USE OF PROPERTY

A. **Conditional Rezoning.** Consistent with MCL §125.3405, the Property has been conditionally rezoned from the classification(s) Local Business (C-1) to Corridor Mixed Use District (C-3) as set forth above, with conditions as approved by the City Council based upon the 484 Auburn's Offer of Conditions, subject to and in accordance with this Agreement, unless this Agreement is amended by mutual agreement of the City and 484 Auburn, following public hearing, or unless the 484 Auburn determines to use the Property in accordance with the zoning applicable to the Property under and in accordance with the termination provisions set forth herein. 484 Auburn and future owners of the Property shall not develop and use the Property in a manner inconsistent with this Agreement.

B. **Project Definition.** The Project shall be based on the 484 Auburn's Site Plan Approval Application Submittal Package that is to be submitted subsequent to the approval and execution of this Agreement and is a condition of this Agreement as more fully set forth in Section C below. Except as modified herein or pursuant to any variances or deviations approved by the City, the Property shall remain subject to all other zoning and use district regulations of the City Zoning Ordinance, for property zoned Corridor Mixed Use (C-3) above, as limited by 484 Auburn's Offer of Conditions, and shall remain subject to all other requirements of the City's building, zoning, and other land use regulations.

C. **Offered Conditions.** The 484 Auburn has voluntarily offered the following condition in consideration for the City's granting of the rezoning:

- i. 484 Auburn, its respective successors, assigns, and transferees, shall not utilize any heavy machinery on the premises; and

- ii. 484 Auburn, its respective successors, assigns, and transferees, shall not utilize any outside storage except for dumpsters.

D. **Acknowledgement.** 484 Auburn hereby acknowledges that the rezoning with conditions was proposed by the 484 Auburn to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in the conditional rezoning agreement; and, 484 Auburn further agrees and acknowledges that the conditions and conditional rezoning agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered into on a voluntary basis, and represents a permissible exercise of authority by the City. 484 Auburn further represents and warrants that it agrees to all of the following:

- i. That the property in question shall not be developed or used in a manner inconsistent with this conditional rezoning agreement.
- ii. That each of the requirements and conditions set forth in this Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved rezoning with conditions, taking into consideration the changed zoning district classification and the specific use authorization granted.
- iii. Nothing in this Agreement shall be construed as replacing the requirement for 484 Auburn to obtain preliminary and final Site Plan, subdivision, condominium, or special land use review and approval, as applicable.
- iv. That, in the event that 484 Auburn fails to adhere to the conditions above, the property in this Agreement will revert back to Local Business (C-1) .

2. **PERIOD OF APPROVAL.** Unless extended by the City Council for good cause, the rezoning with conditions shall expire following a period of two (2) years from the effective date of the rezoning unless bona fide development of the property pursuant to approved building and other permits required by the City commences within the two (2) year period and proceeds diligently and in good faith as required by ordinance to completion.

A. **Expiration.** In the event bona fide development has not commenced within two (2) years from the effective date of the rezoning, the rezoning with conditions and the conditional rezoning agreement shall be void and of no effect. 484 Auburn may apply for a one (1) year extension one (1) time. The request must be submitted to the City Clerk before the two (2) year time limit expires. 484 Auburn must show good cause as to why the extension should be granted.

B. **Effect of Expiration.** If the rezoning with conditions becomes void in the manner provided in this section, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established. Either or both of the following actions may be taken:

- i. 484 Auburn may seek a new rezoning of the property and the City may approve same; and/or
- ii. Pursuant to MCL 125.3405, the land shall revert to its former zoning classification following the process for approval of a rezoning with conditions.

C. **Extension.** If an extension of approval is granted by the City Council, a new conditional rezoning agreement with the new expiration date shall be recorded.

3. **RECORDATION.** This Rezoning shall become effective following publication in the manner provided by law and recording of the conditional rezoning agreement with the County Register of Deeds.

4. **DEFAULT.** If development and/or actions are undertaken on or with respect to the property in violation of the conditional rezoning agreement, such development and/or actions shall constitute a nuisance per se. In such case, the City may issue a stop work order relative to the property and seek any other lawful remedies. Until curative action is taken to bring the property into compliance with the conditional rezoning agreement, the City may withhold, or, following notice and an opportunity to be heard, revoke permits and certificates in addition to or in lieu of such other lawful action to achieve compliance. In the event that the 484 Auburn defaults on the condition(s) of this Agreement, then, the City may, at its option and within its sole discretion, terminate this Agreement. In the event that this Agreement is terminated by then, by written notice given by the City to the 484 Auburn within three (3) months following such failure by the 484 Auburn, the City may, at its option and within its sole discretion, declare the Property to revert back to its previous Zoning District(s) and terminate the approval of any Site Plan for the Project.

5. **ENTIRE AGREEMENT.** This Agreement, the exhibits attached hereto, if any, and the instruments which are to be executed in accordance with the requirements hereof set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between the City and the 484 Auburn concerning the Project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than as set forth herein.

6. **RELATIONSHIP OF THE PARTIES.** The relationship of the City and the 484 Auburn shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and the 484 Auburn, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.

7. **MODIFICATION.** This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by the City and the 484 Auburn.

8. **MICHIGAN LAW TO CONTROL.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.

9. **DUE AUTHORIZATION.** The City and the 484 Auburn each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the City, its City Board and all other governmental agencies whose approval may be required as a precondition to the effectiveness hereof, and as to the 484 Auburn, by the members thereof, and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

10. **SUCCESSORS AND ASSIGNS.** The approval of the terms, provisions, and conditions of this Agreement are for the benefit of the Property and shall run with the Property and shall bind and inure to the benefit of the parties to this Agreement and their respective successors, assigns, and transferees.

11. **NO PERSONAL LIABILITY.** The obligations hereunder of the City and the 484 Auburn shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, Board member, agent, employee or partner of any of said entities shall have any personal obligation, responsibility or liability for the performance of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

[SIGNATURES COMMENCE ON NEXT PAGE]

WITNESSED:

WITNESSED:

Approved as to Form:

By: _____
Its: _____

SIGNED:

CITY OF PONTIAC

By: Tim Greimel
Its: Mayor

SIGNED:

484 AUBURN MI

By:
Its:

EXHIBIT A
(Legal Description)

EXHIBIT B

Copy of Application for Conditional Rezoning

(See following pages)

#8

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Office of the City Clerk

TO: Honorable City Council

FROM: Garland S. Doyle, M.P.A., City Clerk

DATE: March 30, 2023

RE: **Appointment of Chief Assistant Clerk**

The Chief Assistant Clerk will assist in the planning, organizing, directing and coordinating activities of the City Clerk's Office; attends City Council meetings as required; assists in Council agenda review and adoption process; maintain official City documents and records; assist in the coordination and supervision of the City elections; coordinate and participate in the documentation, publication and maintenance of official city records as required; coordinate assigned activities with other City departments and outside agencies.

WHEREAS, Section 3.202 of the Charter states "the Clerk may, with approval of Council, appoint a chief assistant who serves at the pleasure of the Clerk and performs the duties of the office in the absence or disability of the Clerk." and;

WHEREAS, The City Clerk is seeking approval to appoint Ms. Tiffany Tilley to the position of Chief Assistant Clerk and;

WHEREAS, Ms. Tilley has a master's degree in business administration and twenty years of professional experience and;

WHEREAS, Ms. Tilley has over five years of municipal government experience including elections and has served as an appointee for a municipal clerk for three years and a county clerk appointee for over a year and;

WHEREAS, Ms. Tilley's successful work experience in both the public and private sector demonstrates that she is qualified to serve as the Chief Assistant Clerk.

NOW, THEREFORE
BE IT RESOLVED, The Pontiac City Council approves the Clerk's appointment of Ms. Tiffany Tilley as the Chief Assistant Clerk effective April 10, 2023.

BE IT FURTHER
RESOLVED, That upon this appointment, Ms. Tilley's salary will be \$90,000.

cc: Mayor Greimel
Deputy Mayor Stephens
A. Benitez, Human Resources Director

TIFFANY D. TILLEY, MBA

CAREER PROFILE

Experienced executive director, project manager, communications director, and teaching professional with proven success in non-profit leadership. Ability to train, and mentor staff. Demonstrated strong skills in overseeing tasks from concept to completion and finishing them on time and within budget. Expertise in training, organizational goals, and financial management. Great understanding and supporter of human rights and social justice efforts. Background in community service and government outreach as a leader and member with a variety of organizations.

AREAS OF STRENGTH AND EXPERTISE

- | | | |
|----------------------------------|---------------------------------|-------------------------|
| • Organization Development | • Oral/Written Communications | • Grant Management |
| • Team Leadership | • Strategic Planning & Analysis | • Project Management |
| • Community Affairs and Outreach | • Training/Mentoring | • Relationship Building |

PUBLIC SERVANT

**MICHIGAN STATE BOARD OF EDUCATION
ELECTED MEMBER**

**STATE OF MICHIGAN
1/1/19-1/1/27**

WORK EXPERIENCE

**SOUTHFIELD COMMUNITY ANTI-DRUG COALITION
EXECUTIVE DIRECTOR**

**SOUTHFIELD, MI
04/18 -4/22**

- Oversaw the development of a new Coalition, Executive Board, and Advisory Board.
- Applied for federal funds under SAMHSA and won a \$125k annual grant
- Created programing for youth in Southfield Public Schools and the Boys and Girls Club
- Created programming and training for parents including hosting several series with facilitators including topics such as Substance Abuse Training, Leadership Training, Environmental Strategies, Health & Wellness, etc...
- Responsible for the hiring and retention of competent, qualified staff. Provided support and oversight for the supervision of volunteers.
- Responsible for signing all notes, agreements, and other instruments made and entered into and on behalf of the organization.
- Track and manage tasks for grant requirements and reporting.
- Served as an effective spokesperson for SCADC represents mission of SCADC to agencies, organizations, and the general public, including media, and manages material development of collateral.

**HERITAGE REALTY, LLC.
PROJECT MANAGER**

**DETROIT, MI
07/16-09/17**

- Planned, schedules, and tracks project timelines and progress
- Prepared internal and external reports pertaining to job status
- Enabled 9.9 M to go for renovating affordable housing communities in Pontiac, MI
- Experience in investigating projects, assessing project feasibility, and structuring deals
- Obtained public approvals and permits; Negotiations for community benefits
- Lobbying with Government Officials

- Communicated with various project participants in all project phases, including public speaking and interdepartmental coordination for coordination, accuracy, and ongoing compliance
- Real Estate Sales

WAYNE STATE UNIVERSITY

DETROIT, MI

TEACHER IN SEMAA (SCIENCE, ENGINEERING, MATH AND AEROSPACE ACADEMY)

05/12 – 12/14

- Trained by NASA to deliver curriculum
- Managed classroom sizes of up to 30 students delivering NASA curriculum teaching elementary students space exploration, conceptual physics, rocket science, etc.
- Managed Teacher Assistants delegating duties and outlining expectations

WAYNE COUNTY CLERK'S OFFICE

DETROIT, MI

COMMUNITY AND LEGISLATIVE LIASON

05/12 – 05/13

09/17 – 04/18

- Liaison to the Wayne County Delegation of State Legislatures on behalf of the Clerk
- Researched, analyzed and advised on public policy that evolves around election issues
- Represented the Clerk weekly at various events throughout Detroit including community meetings, neighborhood meetings, block club meetings, political meetings, etc. As well as assisted in election recounts for several cities
- Registered voters, explained ballot proposal language to voters at meetings, GOTV Rallies and other events
- Wrote copy, letters, created certificates, and resolutions
- Assisted in the coordination, development and implementation of media strategy, press relations, pitch to AP, and marketing of the Wayne County Challenge

EXECUTECH STAFFING

DETROIT, MI

SUBSTITUTE TEACHER K-12

09/10–05/12

- Taught ELA, reading, math, social studies, science and history to students including those with special needs
- Managed classroom sizes of 25-35 students per period, including administering lesson plans and daily activities
- Established norms of class behavior, maintained order at all times, reinforced skills such as independence, problem solving, and goal setting and enforced disciplinary actions when needed
- Worked with students in low income areas in over 15 schools k-12 located in, Detroit, Inkster, Hamtramck, and Pontiac

CHRISTIAN TELEVISION NETWORK

DETROIT, MI

DIRECTOR OF CORPORATE, COMMUNITY AND GOVERNMENT RELATIONS

11/07 – 8/09

- Created and implemented overall community outreach goals and specific strategies for increasing local involvement. (i.e. Produced television show "Profiles" featuring prominent business and community stakeholders. Copy for external messages. Helped organize black tie fundraiser. Arranged presence, collaborations, and sponsorship for major events & entities, such as IDBE, BET etc.)
- Managed approaches to prospects. Developed ongoing relationships with priority corporate donor groups, government officials and positioned partnership opportunities. (City Council, former Mayor Ken Cockrel, Legislators, DEGC, Congressman Conyers, Governor's Office, etc.)
- Served as staff liaison for 50 volunteers soliciting corporations and government officials
- Facilitated internal and external communications, including restructuring of the sales department

DETROIT DOWNTOWN INC.

DETROIT, MI

COMMUNICATIONS DIRECTOR

1/03 – 8/04

- Managed Press Releases, Designed Event Materials (Microsoft Applications, Adobe Photoshop, PageMaker, Illustrator and Quark Express)
- Managed external communications with the Mayor's Office and CEO's in the Private Sector
- Managing Editor of "The Insider"; Quarterly Newsletter for DDI to CEO's in the Private Sector
- Helped organize major events such as, Ideas Before Dawn, Annual Golf Outing, Aglow Dinner and Annual Luncheon

DEPARTMENT OF ELECTIONS**APPOINTEE OF DETROIT CITY CLERK JACKIE CURRIE****DETROIT, MI****2/02 – 11/05**

- Organized Press Conferences, maintained relationship with press, assisted with media strategy, speech writing, copy, newsletter, billboard copy and co-produced radio program series “Your Vote is Your Voice”
- Helped organize special events, rallies and Mock Elections in Detroit Public High Schools with Publius
- Election Ambassador “Project Vote”; taught voter awareness, registered voters, assisted absentee voters, maintained QVF database, miscellaneous office work
- Assisted the Director of Elections with Election Day activities

ADDITIONAL WORK EXPERIENCE

Director of Community and Economic Development, City of Highland Park, MI; Instructor, Black Caucus Foundation, Detroit MI; Project Coordinator, Detroit Parent Network, Detroit MI (Vista Volunteer); Project Coordinator, ACCESS, Dearborn MI (Vista Volunteer); Marketing Associate, Field Marketing.

EDUCATION**UNIVERSITY OF DETROIT MERCY**

- MBA 2014

ROCHESTER COLLEGE

- B.S. Organizational Leadership and Communications 2009

UNIVERSITY OF MICHIGAN

- B.S. Corporate Communication

MIDDELTON REAL ESTATE SCHOOL

- Real Estate Salesperson License 2014

WRITING CREDITS

Writing credits include publisher/editor of The Covenant Magazine, consumer editor of Decisive Magazine, editor of The Insider, city manager of Rolling Out Magazine, contributing writer for The Michigan Chronicle, The Michigan FrontPage, The Michigan Journal, The Church Guide of Detroit and Connect with Detroit Magazine. Interviewees have included Actor Morris Chestnut, Writer & Director John Singleton, Actor & Co-Star of ABC’s Ugly Betty Tony Plana, Radio Personality Russ Parr, Rev. Jesse Jackson, Singer Dwele, MSNBC Contributor Jeff Johnson and local leaders such as Pastor Marvin Winans, Pastor Glenn Plummer, Wayne Co. COO Bella Marshall-Barden, former Mayor Dennis Archer, and former Mayor Kwame Kilpatrick.

VOLUNTEERISM & AFFILIATIONS

Exuding leadership, Tilley’s additional past and present community roles include, Corresponding Secretary, Political Director, and DNC Liaison for the 14th Congressional District; DNC Liaison for the Michigan Democratic Party Black Caucus; Vice President for UNA/USA Greater Detroit Chapter (United Nations Association); Co-Vice Chair of UNA/USA MI Chapter Young Professionals for International Cooperation (YPIC); Classical Roots Steering Committee Member for the Detroit Symphony Orchestra; and Advisory Board Member for the Healthy Teens Clinic. Memberships have included NBMBA Association; National Congress of Black Women Oakland County Chapter; and MLK Taskforce.

#9

RESOLUTION



Department of Public Works

OFFICIAL MEMORANDUM

TO: Pontiac City Council

FROM: Allen H. Cooley III, Director of Public Works

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: March 21, 2023

RE: **Purchase of Mowing equipment**

The Department of Public Works along with the Mayor's office have worked to bring several services back in house at the City of Pontiac. In order to accomplish this goal, we will need additional equipment to support the work within the City.

DPW plans to provide in house grass service for Parks, City grounds and ROW medians throughout the City. We have staffed up as these employees are also used for the Snow removal work that we already brought in house. Working with the purchasing department we are able to use Sourcewell Cooperative site for competitively bid equipment and items.

The DPW Department is looking to purchase 6 Scag Turf Tiger II 61" zero turn ride on mowers and 2 Scag V-Ride 48" stand on mowers at a cost of \$99,214.00 Dollars. The Sourcewell quote is part of the packet with individual costs per machine. Burdick Street Landscape Supply & Equipment is the local vendor for this equipment through Sourcewell Contract.

This equipment will be purchase out of ARPA funds that the Pontiac City Council has allocated.

After review of 3 different equipment manufactures available in Sourcewell and Omni Coop's it is the recommendation of the Department of Public Works that the Pontiac City Council approves the purchase of said equipment from Burdick Street Landscape Supply & Equipment.

WHEREAS, the City of Pontiac DPW will purchase equipment needed for lawn mowing of Parks and Grounds.

WHEREAS, it is necessary to have this equipment to properly in house mowing operations.

NOW, THEREFORE IT IS RESOLVED:

WHEREAS, the Pontiac City Council authorizes the DPW Director to purchase needed mowing equipment from Burdick Street Landscape Supply & Equipment for a cost of \$99,214.00.

Q U O T A T I O N

PAGE: 1

BURDICK STREET LANDSCAPE SUPPLY & EQT
43 EAST BURDICK STREET
OXFORD, MI 48371 USA
Phone #: (248)969-2800
Fax #: (248)969-2978

PHONE #: (248)758-3600
CELL #:
ALT. #:
P.O. #:
TERMS: Net 30
SALES TYPE: Quote

DATE: 3/21/2023
ORDER #: 152836
CUSTOMER #: 11859
CP: KEVIN
LOCATION: 1
STATUS: Active

BILL TO 11859

CITY OF PONTIAC - DPW
47450 WOODWARD AVE
PONTIAC, MI 48342 U.S.A.

SHIP TO

CITY OF PONTIAC - DPW
47450 WOODWARD AVE
PONTIAC, MI 48342 U.S.A.

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
****	MISC	sourcewell co op pricing reflected on all products	1	\$0.00	\$0.00	\$0.00
SCA	SVRII-48V-23CV	48" Velocity Plus, 23hp Kohler CV	1	\$10,899.00	\$8,501.00	\$8,501.00
SCA	SVRII-48V-23CV	48" Velocity Plus, 23hp Kohler CV	1	\$10,899.00	\$8,501.00	\$8,501.00
SCA	STTII-61V-38CV-EFI	61" Vel. Plus, 38hp Kohler Command EFI	1	\$17,567.00	\$13,702.00	\$13,702.00
SCA	STTII-61V-38CV-EFI	61" Vel. Plus, 38hp Kohler Command EFI	1	\$17,567.00	\$13,702.00	\$13,702.00
SCA	STTII-61V-38CV-EFI	61" Vel. Plus, 38hp Kohler Command EFI	1	\$17,567.00	\$13,702.00	\$13,702.00
SCA	STTII-61V-38CV-EFI	61" Vel. Plus, 38hp Kohler Command EFI	1	\$17,567.00	\$13,702.00	\$13,702.00
SCA	STTII-61V-38CV-EFI	61" Vel. Plus, 38hp Kohler Command EFI	1	\$17,567.00	\$13,702.00	\$13,702.00
SCA	STTII-61V-38CV-EFI	61" Vel. Plus, 38hp Kohler Command EFI	1	\$17,567.00	\$13,702.00	\$13,702.00

Prices reflected on this quote are valid for 10 days.

SUBTOTAL:	\$99,214.00
TAX:	\$0.00
ORDER TOTAL:	<u>\$99,214.00</u>

Authorized By: _____

SCAG
POWER EQUIPMENT

SIMPLY THE BEST.



LAWN MAINTENANCE AND DEBRIS/
TURF MANAGEMENT EQUIPMENT

SCAG
POWER EQUIPMENT

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WHEN WE SAY SIMPLY THE BEST, WE MEAN IT.

Our product line is continually evolving to meet the changing demands of your work. Because a subpar weld or poorly designed component will eventually cause you unnecessary downtime, we design and engineer each and every one of our machines with precise attention to detail and quality control that borders on obsessive. Plus, we only use the most exceptional materials to manufacture our machines to the highest standards.

When you buy a Scag®, you're not just buying a lawnmower, debris blower, truck loader or spreader-sprayer; you're investing in your livelihood. And it's our promise to you that we've put it all on the line to deliver the most tough, dependable machines that are ready to go out and get the job done right—because when we say **SIMPLY THE BEST**, we mean it.

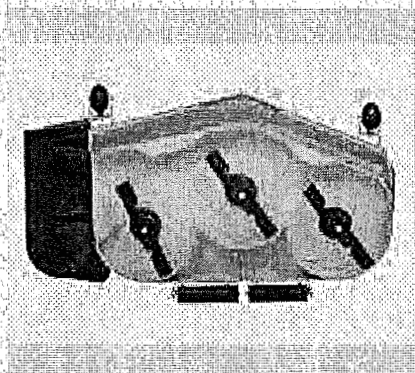
SCAG
POWER EQUIPMENT

SIMPLY THE BEST.

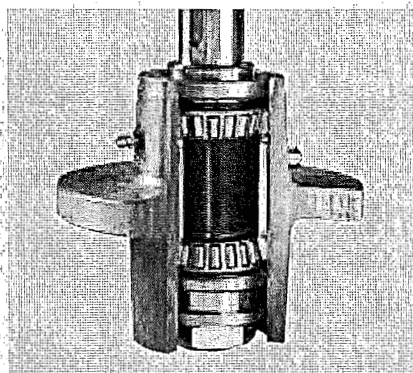




SCAG POWER EQUIPMENT



Velocity Plus™ Cutter Decks deliver an unmatched quality-of-cut and a wide, even discharge.



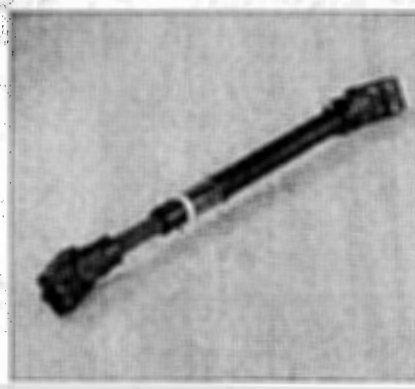
Heavy-duty Scag® spindles are the envy of the industry — Velocity Plus and Advantage™ decks.



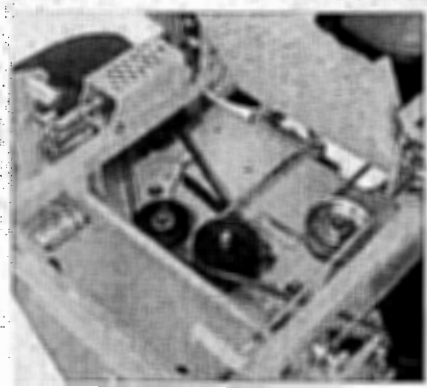
Operator Suspension System with a coil-over shock provides incredible, adjustable comfort without affecting cut quality — Cheetah II™.



Hydraulic oil coolers and/or pump-cooling fans extend component life — most mower models, excluding V-Ride II™ 32"/36", SWZ and SW.



Heavy-duty driveshaft delivers solid, dependable power to the cutter deck — Turf Tiger II™.

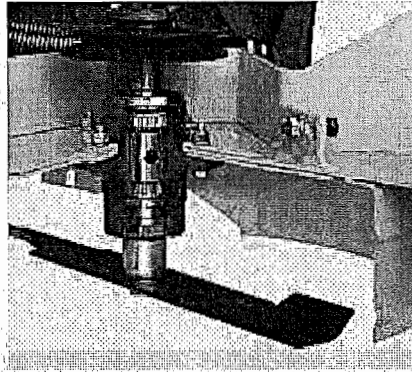


Service points are easily accessible to decimate downtime and maximize your productivity.

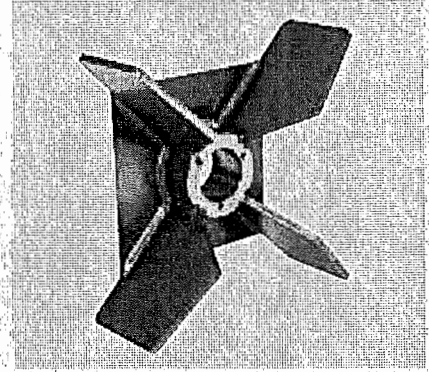
THE SCAG DIFFERENCE



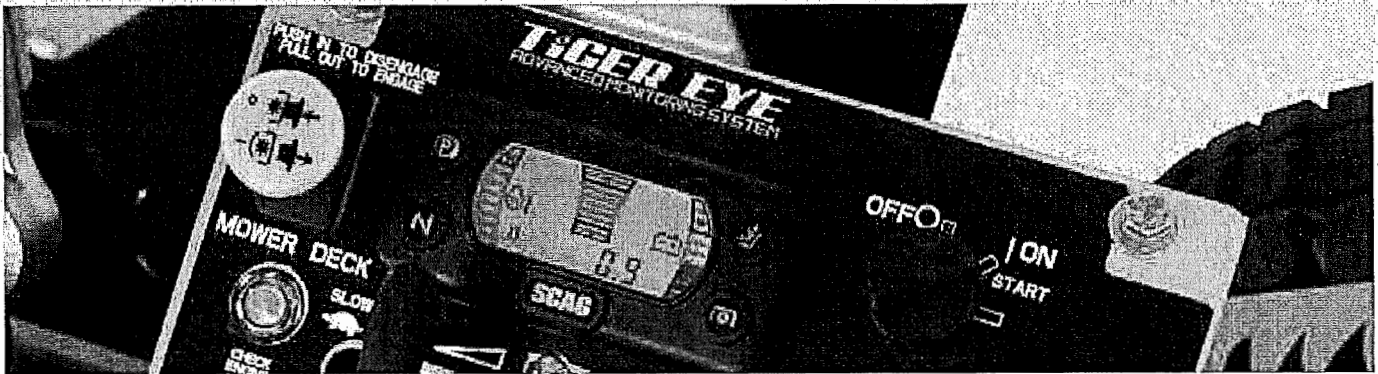
Ground speeds up to 16 mph ensure high productivity — Cheetah II.



Tri-Plate construction on Velocity Plus deck provides superior strength — V-Ride II and select zero-turn riders.

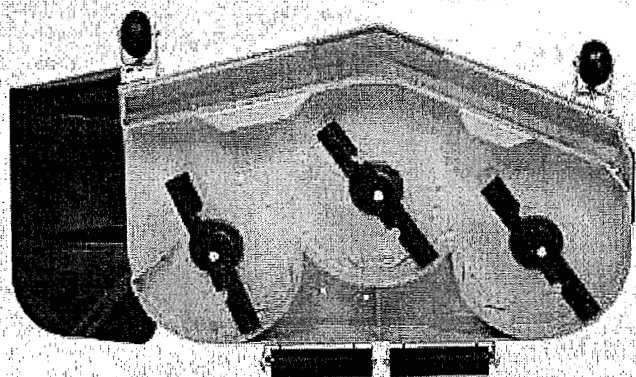


All Scag blower and truck loader impellers are fabricated in-house, then dynamically balanced to ensure ultra-smooth performance and long service life.



The Tiger Eye™ Advanced Monitoring System keeps a constant, real-time "eye" on important system functions on select Scag machines. A wide variety of systems are monitored in real time, giving you valuable information in just a glance, right from the operator's seat. The backlit panel makes viewing easy in all conditions, from direct sunlight to complete darkness.

SCAG
POWER EQUIPMENT



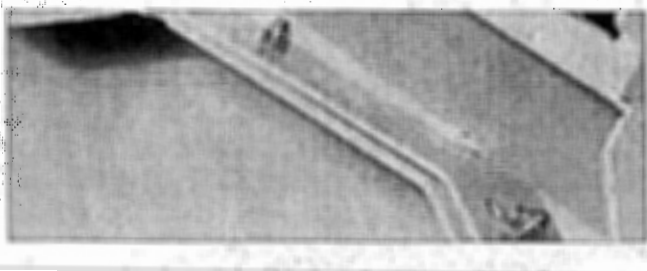
**VELOCITY
PLUS**

VELOCITY PLUS CUTTER DECK

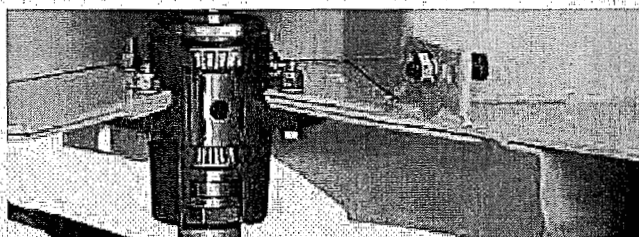
Velocity Plus™ decks are legendary because of their proven performance and durability. No other deck leaves a smoother cut or channels and disperses clippings more evenly. The Velocity Plus deck combines a uniquely productive baffle design with the force of ultra-fast blade tip speeds to create a windstorm of air speed that disperses clippings far and wide. Professional cutters will tell you no other deck has that downright toughness or provides a better cut than the Scag® Velocity Plus Cutter Deck.

- The Scag Turbo Baffle increases discharge velocity and creates a fanning pattern of discharged clippings, dispersing them cleanly and evenly—virtually eliminating windrowing and clumping, even in heavy cutting conditions. The Turbo Baffle is standard on Velocity Plus cutter decks on riders and stand-on models.
- 48", 52", 61" and 72" Velocity Plus deck sizes available.
- Specially designed cutter blades stay sharper, longer.
- Extra-large discharge opening for maximum clipping dispersal.
- Dual 12", rear-mounted anti-scalp rollers provide additional turf protection; includes Turf Tiger II™, Cheetah II™ and Tiger Cat® II.
- Replaceable trim-side wear pad protects the deck and landscaping from scraping and impact damage (Velocity Plus and current Advantage™ decks).

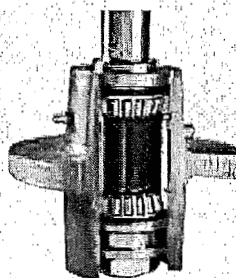
Actual product may differ from photo.



Scag's patented Custom-Cut Baffle™ allows convenient adjustment of under-deck airflow for optimum performance under all conditions. Whether you are tackling difficult-to-cut grass or collecting leaves in the fall, you will be prepared to handle the job with ease.



Scag cutter decks deliver superior strength and performance. Three layers of high-strength steel create the nearly ½"-thick (0.485") Tri-Plate cutter deck top (V-Ride II™ and select zero-turn riders). Scag Velocity Plus and Advantage decks are backed with a 3-year, "no-crack" warranty.



AN INDUSTRY BENCHMARK THE SCAG HEAVY-DUTY SPINDLE

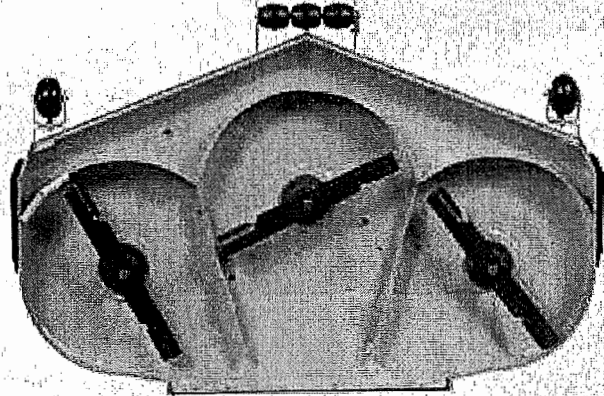
- Heavy-duty, 1⅝"-diameter shaft made of high-strength, hardened steel alloy.
- Matched set of tapered roller bearings provides up to 50% more load-carrying capacity than ball bearings.
- Top-mounted fitting for easy greasing.
- Grease relief valve prevents over-greasing.
- Secured with ⅝", grade-8 mounting hardware for superior strength.
- Three-year limited warranty (see page 77 for details).

Note: Patriot™, Freedom Z®, Liberty® Z and SWZT use a maintenance-free, sealed-aluminum-housing, ball-bearing spindle design.

CUTTER DECKS

THE SCAG VELOCITY PLUS REAR-DISCHARGE CUTTER DECK

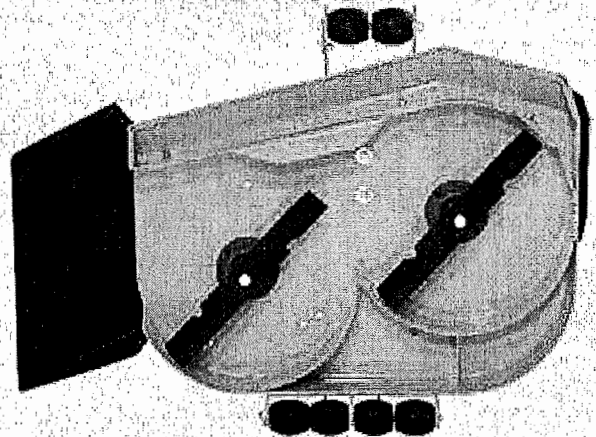
The 61" Velocity Plus Cutter Deck is available with rear discharge (RD) on the Scag Cheetah II. Same tough spindles and Tri-Plate deck top, same Scag toughness built in. The Velocity Plus RD deck is ideal for cemeteries, roadsides, medians and parking lots, or any location where side-discharging is not allowed or is undesirable.



Advantage

ADVANTAGE DECK

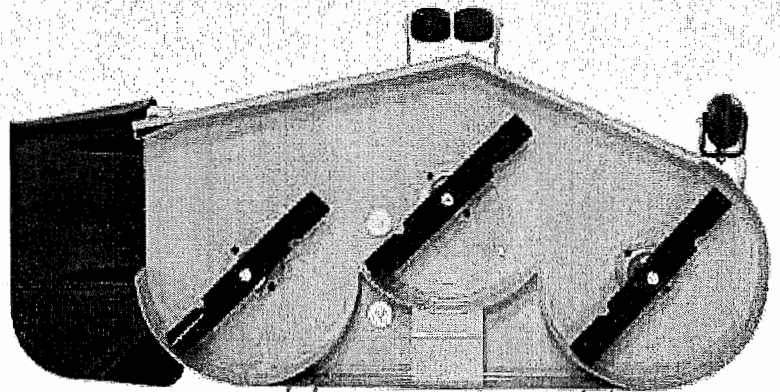
For over two decades, the Advantage deck has been providing an ultra-smooth cut on any grass. Equipped with the adjustable Custom-Cut Baffle and Scag's heavy-duty cast-iron spindle, this deck has what it takes to do the job right for a very long time. 32" and 36" widths available. Available on some V-Ride II, SWZ and SW models.



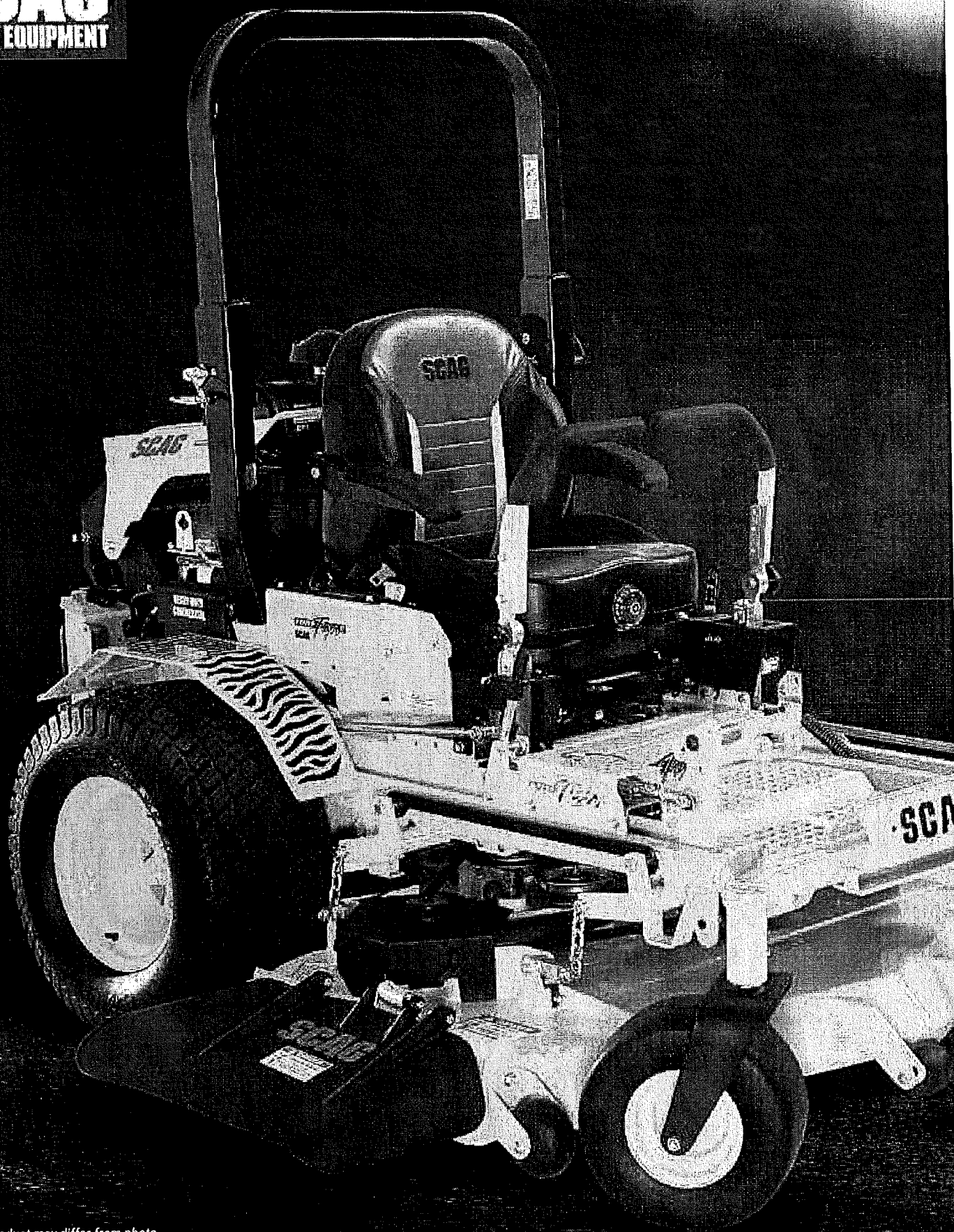
HERO

HERO DECK

The Hero™ deck design was originally introduced with the Freedom Z, and is now found on the Patriot, Liberty Z and SWZT models as well. This extra-strong, fully fabricated and welded deck features "maintenance-free" aluminum spindles for years of worry-free performance. Available in 36", 42", 48", 52" and 61" widths.



SCAG
POWER EQUIPMENT



Actual product may differ from photo.

TURF *Tiger* II

**IT'S TIME FOR YOU TO RISE
TO THE TOP OF THE FOOD CHAIN.**

Tame turf with the front-of-the-pack Turf Tiger II™, a machine that's tougher than any job you can throw at it. Engineered for superior durability, productivity and comfort, the Turf Tiger II gives you the edge over whatever nature throws at you while leaving you ready to take on the next challenge.

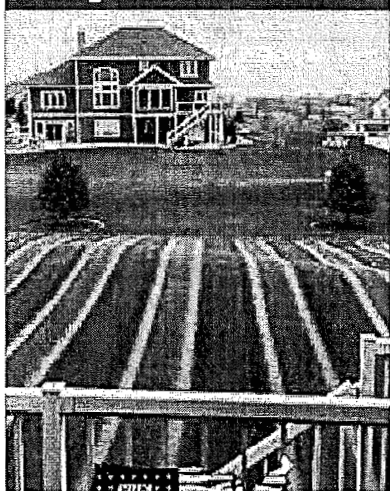


SCAG
POWER EQUIPMENT

TURF TIGER II



#ScagNation Profile



DWIGHT P.

Sun Prairie, WI

SCAG OWNER FOR 1 YEAR
COMMERCIAL OPERATOR

WHY DID YOU CHOOSE SCAG?

"They allow me to showcase my very best stripes."

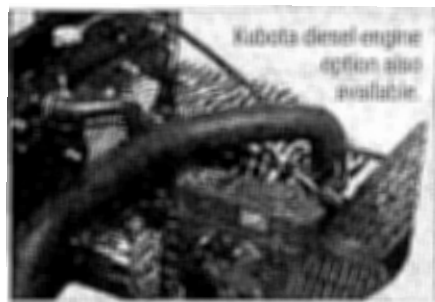
HOW DOES OWNING A SCAG IMPROVE YOUR BUSINESS?

"We can give our customers the highest-quality service because we use the highest-quality equipment."

PROPANE

ELECTRONIC FUEL-INJECTION

Turf Tiger II™ propane-powered model features a Kohler® Command PRO® EFI engine, along with a standard industrial, 33.5 lb/7.9-gallon, aluminum LP tank. Vapor withdrawal for maximum reliability.



Actual product may differ from photos.

FEATURES & SPECIFICATIONS

- High-strength, double-tube steel frame ensures a solid foundation for years of reliable service; replaceable front caster wheel weldment.
- Cutter deck driveshaft system provides consistent, reliable power and a wide cutting-height range; deck cutting heights range from 1½" to 6" in ¼" increments.
- Heavy-duty drive system features dual 16 cc pumps and high-torque 18 ci Parker wheel motors for responsive, dependable power.
- Up to 12 mph forward speed for maximum productivity.
- Large-capacity hydraulic system includes a large oil cooler to increase hydraulic component efficiency and extend system life; pump cooling fans further cool the hydraulic system.
- Fabricated, welded and reinforced Velocity Plus™ Cutter Deck is ultra-strong and true commercial-grade. Tri-Plate deck is nearly ½" thick.
- Large caster wheels feature tapered roller bearings in axles and pivots for long life; lip seal keeps grease in and dirt out.
- Flat-free caster tires reduce maintenance costs and keep you in the field, cutting grass.
- Large 6-ply, 26" drive tires deliver superior traction and a smooth ride.
- Command-Comfort Operator Station features unprecedented levels of adjustability and ergonomics. This individualized system fights fatigue and provides maximum comfort and convenience.
 - 4-point, rubber iso-mounted, torsion-spring suspension seat adjusts to operator's weight to provide superior comfort. Seat features full padding, forward/rearward adjustment, high back, adjustable armrests and adjustable back angle.
 - Quick-Fit™ steering control levers are fully adjustable to provide a custom fit for maximum comfort.
 - 3-position deck-lift foot pedal allows individualized comfort for operators of all heights.
- Convenient cup holder keeps beverage within reach.
- ROPS (Roll-Over Protection System) is standard equipment, featuring low hinge point for easy transport and storage.
- Adjustable, foot-operated parking brake allows the operator to apply the brake without removing hands from the steering controls. Ausco disc brakes for reliable performance.
- Ultra-low center of gravity makes the Turf Tiger II surefooted on a wide variety of terrain.
- Large-capacity, single fuel tank with a large, angled neck for easy filling provides hours of cutting without refueling; 12-gallon capacity. Tank is mounted under the seat to lower the center of gravity for better stability and handling.
- Tiger Eye™ Advanced Monitoring System keeps a constant, real-time "eye" on important system functions of the Turf Tiger II. (Specific functions vary by mower model and engine.)

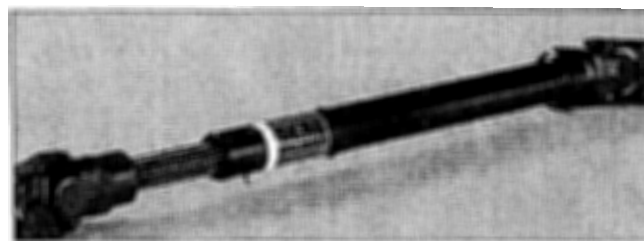
FUEL INJECTION

MAXIMIZE POWER & REDUCE FUEL COSTS

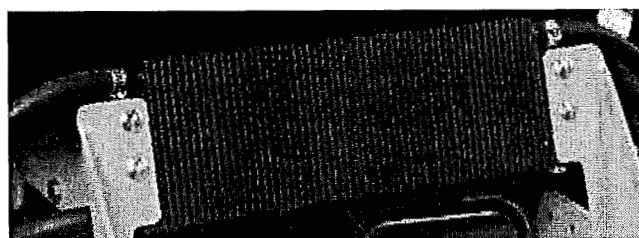
The Scag® Turf Tiger II is available with an air-cooled Briggs & Stratton® Vanguard® BIG BLOCK™ EFI engine. This engine is equipped with electronic fuel injection (EFI) to reduce fuel consumption and maximize power. The Turf Tiger II can also be outfitted with a Kawasaki® FD850D-DFI (digital fuel injection) or propane-powered Kohler Command PRO EFI engine that optimizes fuel economy and maximizes your profitability.



Dual 16 cc Hydro-Gear® pumps power this dependable drive system. Pump shock valves ensure reliability and long life. Cooling fans help maintain safe operating temperatures.



Heavy-duty driveshaft delivers solid, dependable power to the cutter deck. Specially engineered for ease of maintenance.



Oil cooler keeps hydraulic temperatures low for efficient operation, added reliability and long component life.



SCAG
POWER EQUIPMENT



Actual product may differ from photo.

UNITED STATES DEPARTMENT OF COMMERCE

IN YOUR WORLD, IT PAYS TO BECOME MORE SWIFT, AGILE AND POWERFUL—LITERALLY.

Stay on top with the quick and precise Cheetah II™, a machine that devours jobs at a pace you've only dreamed of while delivering an unmatched quality-of-cut and incredibly smooth ride. With the Cheetah II, you'll never be caught from behind.



SCAG
POWER EQUIPMENT

CHEETAH II



#ScagNation Profile



COLE H.

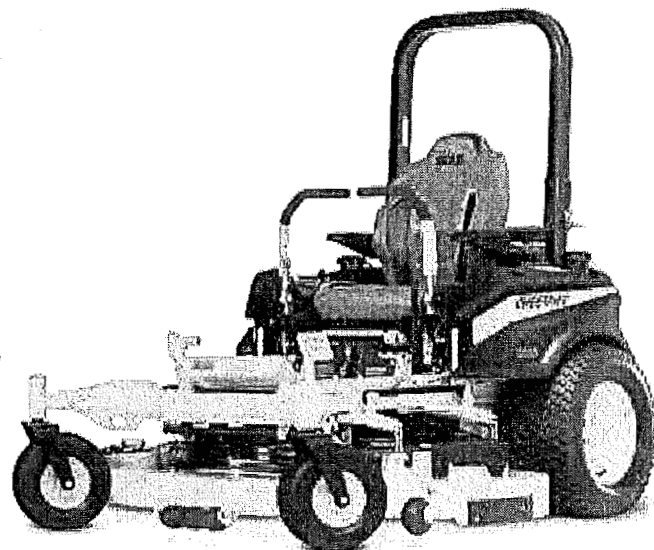
SCAG OWNER FOR 2 YEARS
COMMERCIAL OPERATOR

WHY DID YOU CHOOSE SCAG?

*"Best cutting mower
I have tried and a good
local dealer."*

**HOW DOES OWNING A SCAG
IMPROVE YOUR BUSINESS?**

*"I am able to mow more
efficiently due to the
quality-of-cut compared
to other mower brands
I have had in the past."*

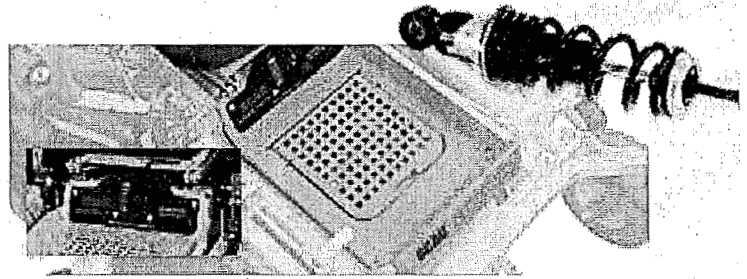


Actual product may differ from photos.

FEATURES & SPECIFICATIONS

- Quick-Fit™ steering control levers, the Operator Suspension System and a spacious footplate reduce fatigue for comfortable operation.
- Double-tube mainframe makes the Cheetah II™ tough, durable and dependable year after year.
- Extra-low center of gravity gives the Cheetah II surefooted stability on a wide variety of terrain.
- Fabricated, welded and reinforced Velocity Plus™ Cutter Deck is ultra-strong and truly commercial-grade. Tri-Plate deck top is nearly ½" thick.
- Engine options include Kawasaki® FX EFI or Briggs Vanguard® EFI.
- Dual tanks provide up to a 13-gallon fuel capacity to keep you mowing for hours, ensuring better productivity.
- Heavy-duty Ogura GT5 (350 ft lb) clutch; adjustable air gap for long service life.
- Adjustable, three-position steering-lever-dampener mounting lets you customize the feel and responsiveness of the controls for easier operation.
- Convenient cup holder keeps beverage within reach.
- Foot-operated parking brake allows the operator to apply the brake without removing hands from the steering controls.
- Dual, integrated Hydro-Gear® transaxles give you responsive, dependable power; a cooling fan on each unit keeps operating temperatures low.
- Large-capacity hydraulic system increases component efficiency and extends system life.
- Extra-large drive tires provide dependable traction and a smooth ride.
- 6"-wide, flat-free front caster tires have tapered roller bearings in the axles and pivots for long life; lip seals keep grease in and dirt out.
- Tiger Eye™ Advanced Monitoring System keeps a constant, real-time "eye" on important system functions of the Cheetah II. (Specific functions vary by mower model and engine.)
- Integrated tie-down locations make securing the Cheetah II on a trailer simple.

OPERATOR SUSPENSION SYSTEM



Isolates the operator station from the effects of rough terrain. A coil-over shock provides effective suspension action right where it's needed, and only where it's needed, for a smooth ride. Adjust the suspension system on the fly from firm to soft with a selection of five settings to match your personal preference.

This ultra-simple design utilizes only three moving parts to cushion the operator while maintaining the structural integrity of the mower's frame. Most importantly, this suspension system has no negative effect on the quality-of-cut.



The comfortable, contoured seat features rubber iso-mounts at four points to absorb vibration and increase comfort.

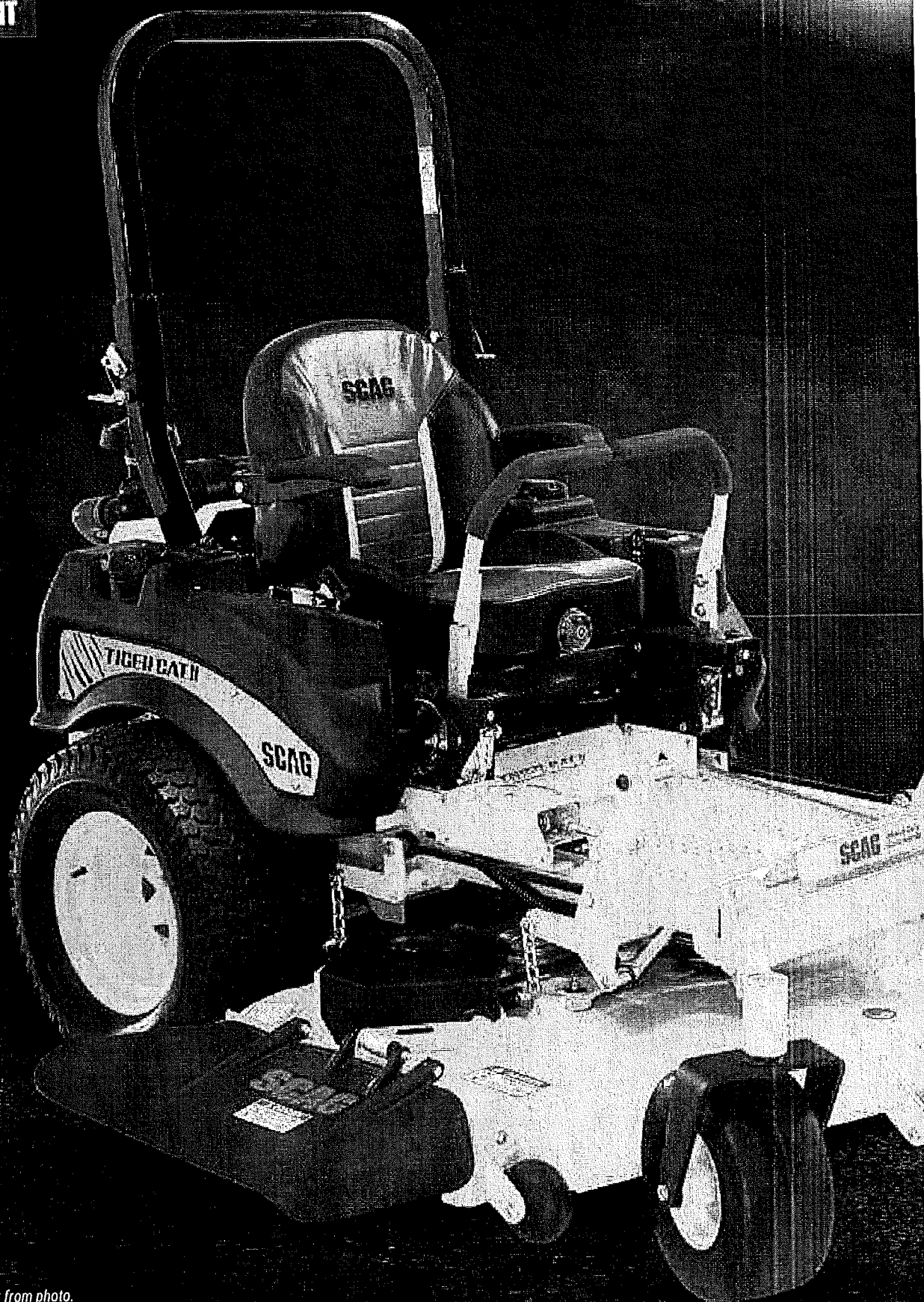


Two-speed ZT-5400® transaxle lets you choose either Low Range to travel up to 12 mph or High Range for up to 16 mph.



Operator-friendly instrument panel includes a conveniently located ignition switch, cutter-deck-engagement switch, choke, throttle controls and Tiger Eye Advanced Monitoring System.

SCAG
POWER EQUIPMENT



Actual product may differ from photo.

TIGER CAT II

**THE POWER OF A TIGER.
THE SWIFTNESS OF A CAT.**

The nimble Tiger Cat® II combines the best of both worlds. Making full use of its compact footprint and robust engine, this easily adjustable and extremely durable machine gets into, around and out of tight spaces quickly—putting you on the path toward increased profitability.



SCAG
POWER EQUIPMENT

TIGER CAT II



#ScagNation Profile



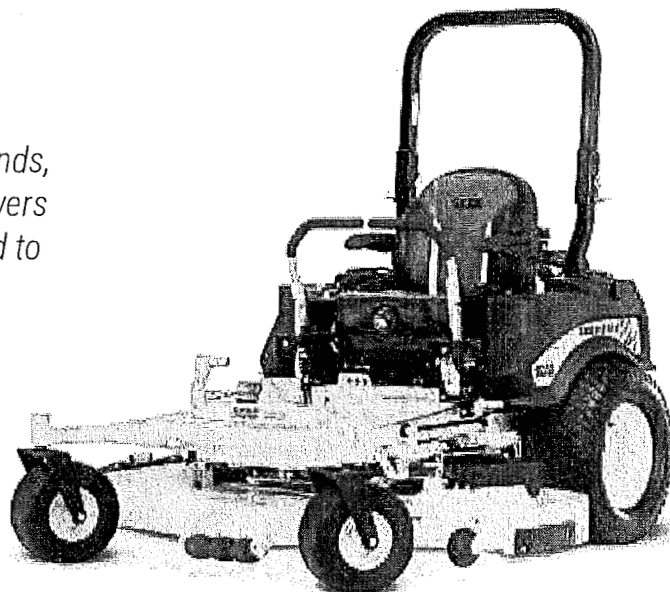
MIKE R.

Amherst, NY

SCAG OWNER FOR 10 YEARS
COMMERCIAL OPERATOR

WHY DID YOU CHOOSE SCAG?

"Scag construction is superior to other brands, and they design mowers to be serviceable and to last a very long time. I would never own anything else."



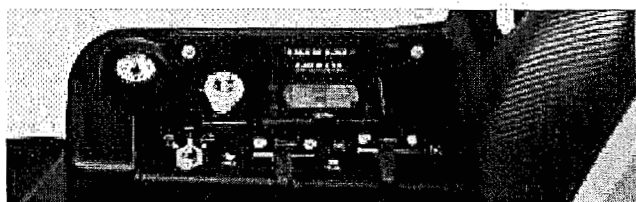
Actual product may differ from photos.

FEATURES & SPECIFICATIONS

- Heavy-duty, tubular-steel frame provides a solid foundation for years of reliable service; replaceable front caster wheel weldment.
- Fabricated, welded and reinforced Velocity Plus™ Cutter Deck is ultrastrong and truly commercial-grade. Tri-Plate deck is nearly ½" thick.
- Powerful drive system features dependable design, while dual 12 cc pumps and high-torque, cast-iron wheel motors ensure reliable power.
- Up to 12 mph forward and 5 mph reverse ground speeds make quick work of tough jobs.
- Low center of gravity delivers sure footing on a variety of terrain.
- Torsion-spring suspension seat adjusts to operator's weight to provide superior comfort. Seat features full padding, forward/rearward adjustment, high back, adjustable armrests and adjustable back angle.
- 4-point, rubber iso-mounting provides additional comfort to the seat.
- Large 24" drive tires ensure solid traction and curb-climbing ability.
- 9.5-gallon approximate fuel capacity for hours of cutting time. Large fuel tank filler neck allows for quick refueling. Fuel tank features a molded-in cup holder for extra convenience.
- Foot-operated parking brake allows the operator to apply the brake without removing hands from the steering controls. Ausco disc brakes for reliable performance.
- Large flat-free caster wheels feature tapered roller bearings for long life. Lip seals keep grease in and dirt out.
- Tough idler pulley system features all-steel pulleys, high-quality bearings and pulley-bearing debris guards for long, reliable service.
- Tiger Eye™ Advanced Monitoring System keeps a constant, real-time "eye" on important system functions of the Tiger Cat® II. (Specific functions vary by mower model and engine.)
- User-friendly design provides simple operation and allows easy access for maintenance.
- Air-filtration systems ensure clean engine air for maximum power and long life; heavy-duty remote canister filter on Kawasaki® FX and Briggs Vanguard® engines.
- All Tiger Cat II models include standard twin-stick steering controls, flat-free front caster tires and foldable Roll-Over Protection System (ROPS).

-
- A variety of accessories are available for the Tiger Cat II, such as:
 - Grass Catchers.
 - Mulching Systems.
 - Trailer Hitch.
 - Tiger Striper Lawn Striping System.
 - Chrome Wheel Covers.
 - LED Light Kit.
 - Operator-Controlled Discharge Chute (OCDC).

See page 53 for additional options.



Operator-friendly instrument panel includes a conveniently located ignition switch, cutter-deck-engagement switch, choke, throttle controls and Tiger Eye Advanced Monitoring System.



High-torque, cast-iron wheel motors ensure dependability. Heavy-duty drive system is designed for reliability.



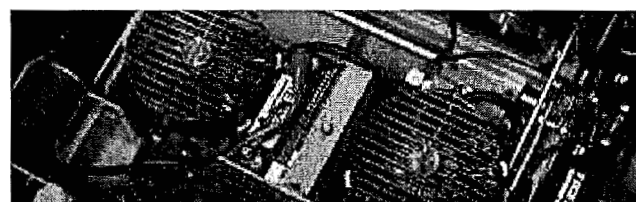
Heavy-duty Ogura GT3.5 clutch features 250 ft lb of holding strength. Adjustable air gap for long life.



Entire foot plate area lifts to provide complete access to the top of the deck for easy servicing.

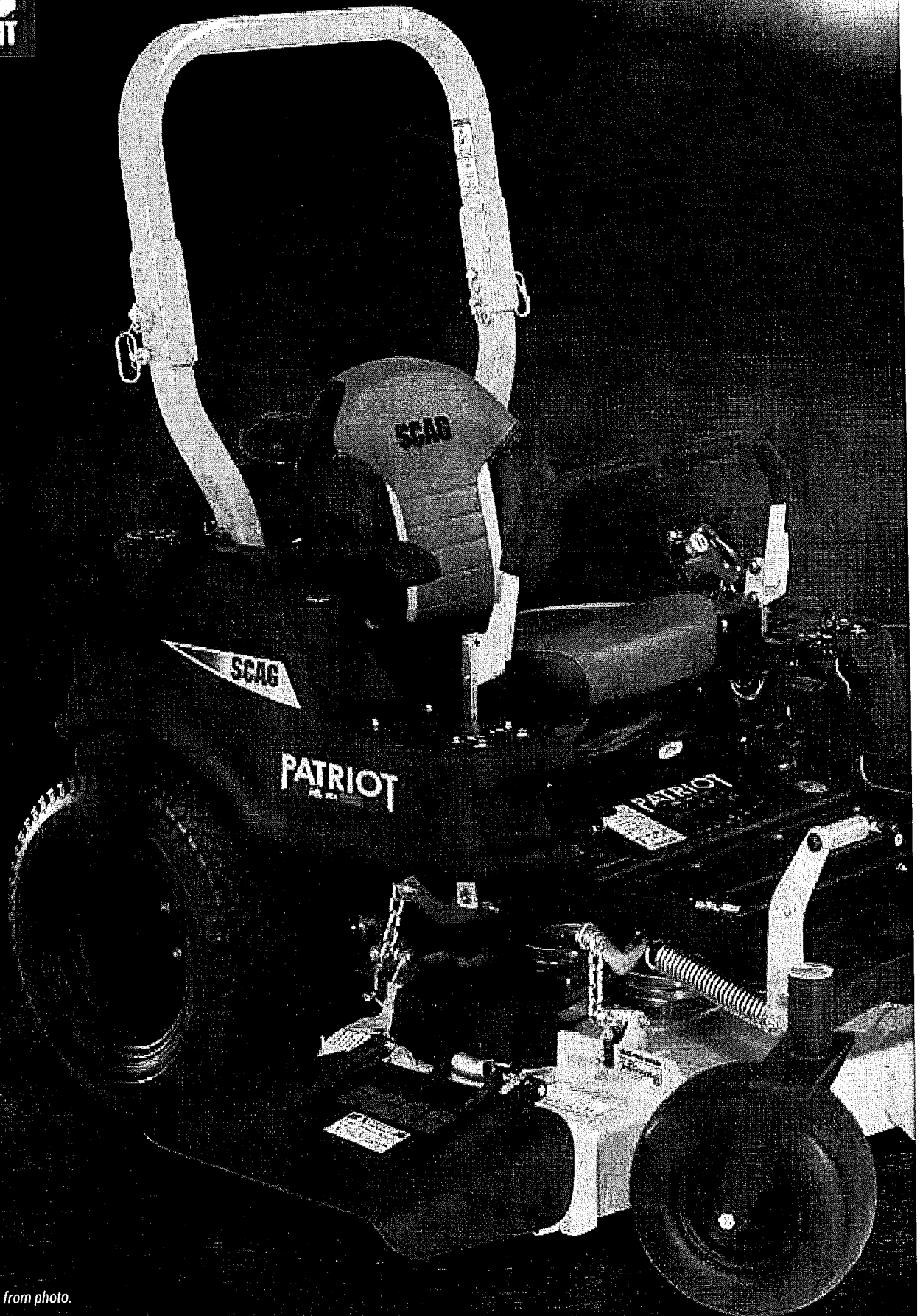


Adjustable, 3-position deck-lift foot pedal makes changing the height-of-cut fast and easy. Adjusts from 1" to 5" in ¼" increments.



Rugged 12 cc hydraulic pumps feature pressure-relief valves and top-mounted fans for added reliability and longer life.

SCAG
POWER EQUIPMENT



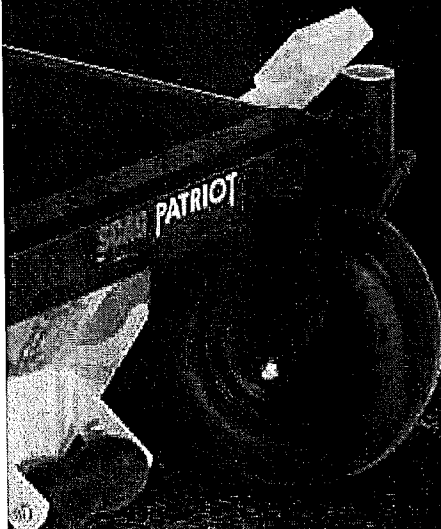
Actual product may differ from photo.

PATRIOT

 **USA SCAG**

**BUILT TO DELIVER MAINTENANCE-FREE,
HIGH-PERFORMANCE OPERATION AND
A BEAUTIFUL QUALITY-OF-CUT.**

The Patriot™ makes a statement; it says you're a hardworking lawn care professional that believes in getting a job done right. In other words, this machine is built to make money and leave your customers—and their neighbors—saluting your handiwork.



SCAG
POWER EQUIPMENT

PATRIOT



SEAN R.
West Comp, NY

SCAG OWNER FOR 1 YEAR
HOMEOWNER OPERATOR

WHY DID YOU CHOOSE SCAG?

"Great dealership and looking for a durable/ reliable mower."

HOW DOES OWNING A SCAG IMPROVE YOUR LANDSCAPING?

"Saves time with cutting speed and reliability."

FAVORITE FEATURES OF YOUR SCAG?

"The quality-of-cut, drive-motor power and comfort."

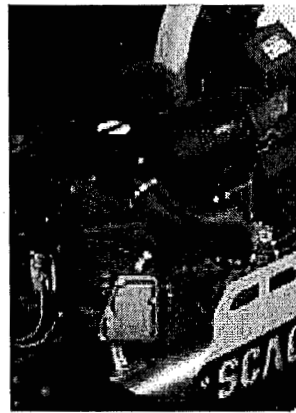


2-Bag Grass Catcher with Spindle-Driven Blower
See page 48 for details.

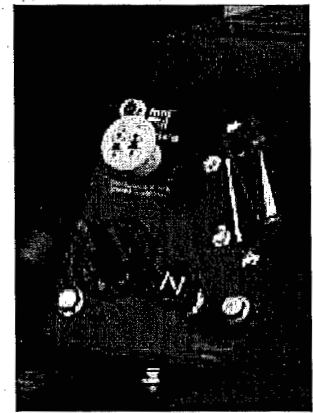
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FEATURES & SPECIFICATIONS

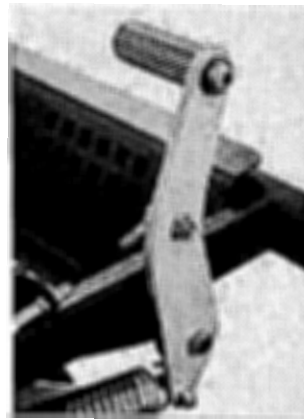
- 52" or 61" cutter deck with anti-scalp rollers provides a beautiful quality-of-cut.
- Hero™ cutter deck features sealed aluminum spindles with ball bearings that deliver maintenance-free, high-performance operation; ½"-thick mounting flange.
- Torsion-spring suspension seat is easily adjustable and delivers a high level of operator comfort.
- Low-maintenance mower design reduces grease points for operator convenience.
- 6.5-gallon total fuel capacity maximizes refueling intervals to save time and get the job done fast. Large, angled fuel neck for easy filling.
- Cup holder and storage tray built into fuel tank for operator convenience.
- Innovative height-of-cut adjustment is quick and conveniently adjusts from 1½" to 5" in ¼" increments.
- Self-adjusting belt systems keep belts in constant, proper adjustment for long life.
- Commercial-grade, powder coat paint for an attractive, professional finish and increased durability.
- Digital hour meter features preprogrammed maintenance reminders.
- Highly flexible discharge chute will not dent and is easy on the landscape.
- Low-profile, foldable Roll-Over Protection System (ROPS).
- Hydro-Gear® ZT-3100® (SPZ52) or ZT-3400® (SPZ61) hydro transaxles (2 independent units with charge pumps and all-metal gears) deliver smooth drive power while spin-on oil filters provide easy maintenance.
- Extra-low center of gravity for maximum stability over challenging terrain.
- Ground speeds up to 10 mph (SPZ61) or 8.5 mph (SPZ52) for maximum productivity.
- Large front caster tires and extra-large 22" (SPZ52) or 24" (SPZ61) drive tires for solid traction and a smooth ride.
- Foot-operated parking brake activates a disc brake system; Ausco disc brakes for reliable performance.
- Rubber iso-mounted footplate for increased operator comfort.
- 2-year commercial or 3-year/500-hour non-commercial mower warranty. See the Scag® Limited Warranty Statement for complete details.



Powerful Kawasaki® FX V-Twin, Briggs Vanguard® or Kohler® Command PRO® engine options up to 26 hp provide smooth, reliable power.



Convenient operator station puts the mower controls within easy reach.



Cutter-deck-lift foot pedal is spring-assisted and makes raising the cutter deck smooth and easy.



Pierced, extruded-steel footplate is rubber iso-mounted for enhanced comfort.

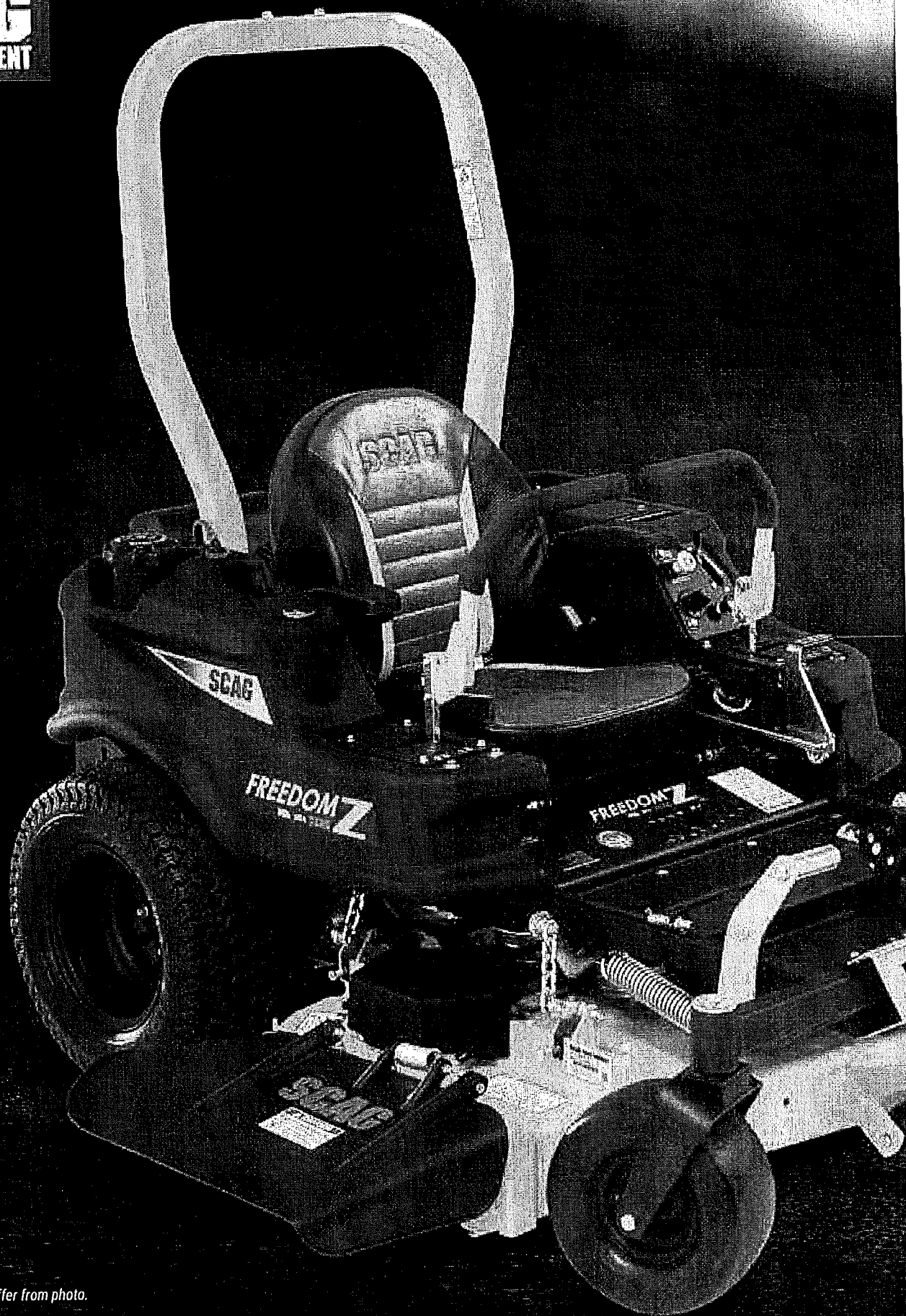


Four-corner deck-leveling system ensures easy cutter-deck adjustments for an even cut.



Ogura GT2 (108 ft lb) PTO clutch brake for easy deck engagement. Adjustable internal air gap for long life.

SCAG
POWER EQUIPMENT



Actual product may differ from photo.

FREEDOM **Z**

 **USA SCAG**

ALL BUSINESS. EVEN AT HOME.

The Freedom Z[®] is perfect for landscapers needing a machine that can go the distance or for the pro-at-home who owns a large-acreage lot. Commercial-quality through and through, this machine is comfortable anywhere the job needs to be done.



SCAG
POWER EQUIPMENT

FREEDOM Z



JACKSON S.

Louisville, KY

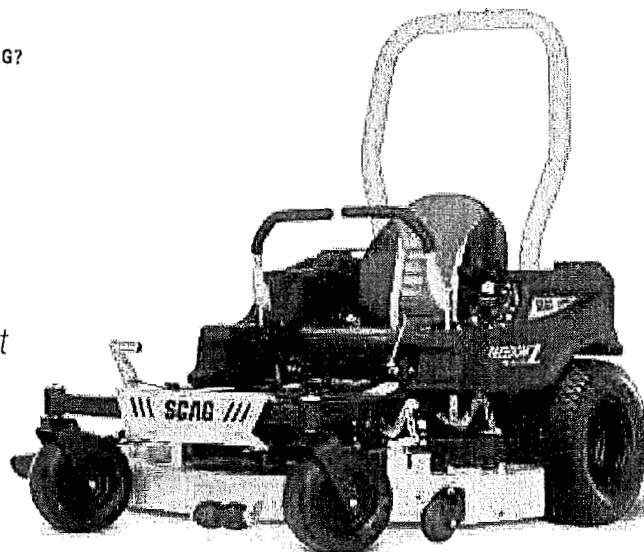
SCAG OWNER FOR 2 YEARS
COMMERCIAL OPERATOR

FAVORITE FEATURE OF YOUR SCAG?

*"The quality-of-cut is
unsurpassed."*

HOW DOES OWNING A SCAG
IMPROVE YOUR BUSINESS?

*"After I cut with
a Scag for the first
time, I decided to start
a lawn business."*



Actual product may differ from photos.

FEATURES & SPECIFICATIONS

- 48" or 52" Hero™ cutter deck with anti-scalp rollers provides a beautiful quality-of-cut.
- Hero cutter deck features sealed aluminum spindles with ball bearings that deliver maintenance-free, high-performance operation; ½"-thick mounting flange.
- Comfortable, thick-cushioned seat is easily adjustable and delivers a high level of operator comfort.
- Low-maintenance mower design reduces grease points for operator convenience.
- 6.5-gallon total fuel capacity maximizes refueling intervals to save time and get the job done fast.
- Cup holder and storage tray built into fuel tank for operator convenience.
- Innovative height-of-cut adjustment is quick and conveniently adjusts from 1" to 4½" in ¼" increments.
- Easy-to-read fuel gauge adds convenience.
- Interlocked parking brake system prevents movement when parked on slopes. The mower will not operate with the brake on, preventing premature brake wear.
- Self-adjusting belt systems keep belts in constant, proper adjustment for long life.
- Hydro-Gear® ZT-2800® hydro transaxles (2 independent units with charge pumps and all-metal gears) deliver smooth drive power while spin-on oil filters provide easy maintenance.
- Large front caster tires and 20" drive tires ensure solid traction and a smooth ride.
- Digital hour meter features preprogrammed maintenance reminders to help you keep your mower running great.
- Ground speeds up to 8 mph for high productivity.
- Highly flexible discharge chute will not dent and is easy on the landscape.
- Low-profile, fixed-position Roll-Over Protection System (ROPS). Foldable ROPS option available as an accessory.
- Extra-low center of gravity for maximum stability over challenging terrain.
- Commercial-grade powder coat paint for an attractive, professional finish and increased durability.
- 3-year/500-hour non-commercial or 1-year commercial mower warranty. See the Scag® Limited Warranty Statement for complete details.



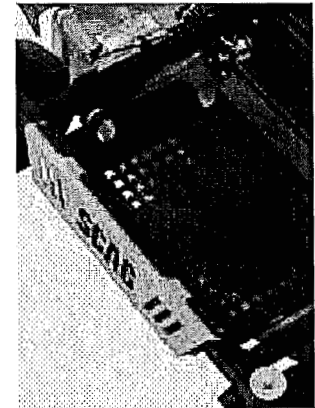
Powerful V-Twin engine options up to 26 hp provide smooth, reliable power.



Convenient operator station puts the mower controls within easy reach.



Cutter-deck-lift foot pedal is spring-assisted and makes raising the cutter deck smooth and easy.



Pierced, extruded-steel footplate for enhanced comfort.



Four-corner deck-leveling system ensures easy cutter-deck adjustments for an even cut.



Ogura GT1 (74 ft lb) PTO clutch brake for easy deck engagement. Adjustable internal air gap for long life.

SCAG
POWER EQUIPMENT



Actual product may differ from photo.

★ LIBERTY ★ Z

 USA SCAG

BECAUSE EVERY HOME DESERVES STRIPES.

The Liberty® Z is designed and manufactured to deliver a top-of-the-line experience at a homeowner price point. It's a machine that's most at home, at your home. The Liberty Z gives more people the chance to see why Scag® machines are Simply the Best.



SCAG
POWER EQUIPMENT

LIBERTY Z



ALAN M.
Lisbon, CT

**SCAG OWNER FOR 1 YEAR
HOMEOWNER OPERATOR**

**HOW DOES OWNING A SCAG
IMPROVE YOUR LANDSCAPING?**

*"Residentially it assists
in dominating the
neighborhood!"*

FAVORITE FEATURE OF YOUR SCAG?

*"The Tiger Striper Lawn
Striping System
for sure!"*

New 42" model (shown) available.



Actual product may differ from photos.

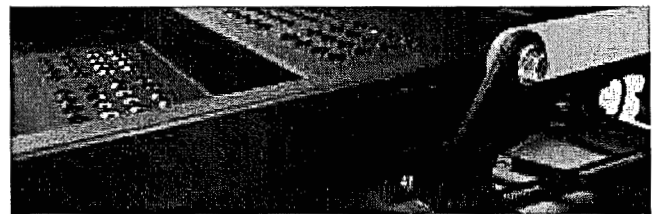
FEATURES & SPECIFICATIONS

- Low-maintenance mower design reduces grease points for owner convenience.
- Fully fabricated and welded 36", 42", 48", 52" or 61" Hero™ cutter deck with anti-scalp rollers provides a beautiful quality-of-cut. This is the same proven deck design found on the Freedom Z® and Patriot™ models.
- Ground speeds up to 7 mph for high productivity.
- Hydro-Gear® ZT-2800® or ZT-3100® (61" model) hydro transaxles (2 independent units with charge pumps and all-metal gears) deliver smooth drive power and feature spin-on oil filters for easy maintenance. The 48" model features proven Tuff Torq transaxles.
- Extra-low center of gravity for maximum stability.
- Large 11" front caster tires and 20" drive tires for solid traction and a smooth ride.
- Sealed aluminum cutter deck spindles with ball bearings deliver maintenance-free, high-performance operation; ½"-thick mounting flange for incredible strength.
- Self-adjusting belt systems keep belts in constant, proper alignment for long life.
- Easy access to the engine oil-drain and filters for quick and simple maintenance.
- Powder coat paint for a showroom-quality finish and increased durability.
- Full-featured instrument panel with all controls within convenient reach of the operator.
- Digital hour meter features preprogrammed maintenance reminders to help you keep your mower running great.
- Large-diameter, padded, adjustable steering levers for ergonomic operation.
- Highly flexible discharge chute will not dent and is easy on the landscape.
- Wide, spacious footplate with extruded pattern for safe traction while getting on and off the mower.
- Fuel capacity of up to 5.5 gallons (48", 52" and 61" models) maximizes refueling intervals to save time and get the job done fast. Cup holder built into the fuel tank for operator convenience.
- 5-year/750-hour non-commercial mower warranty. See the Scag® Limited Warranty Statement for details.
- A variety of accessories are available to meet your specific needs, such as:
 - 2-Bag Grass Collection System.
 - Hurricane Mulch System.
 - LED Light Kit.
 - Trailer Hitch.

See page 53 for additional options.



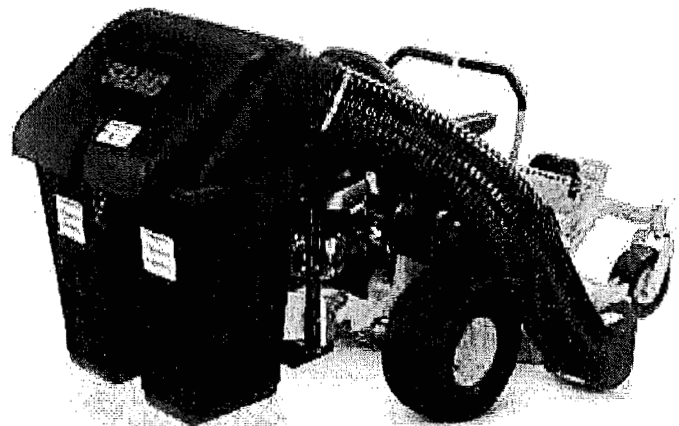
Cushioned, contoured and bolstered seat is adjustable and delivers a high level of comfort. Standard armrests on the 48", 52" and 61" models provide additional stability and comfort no matter how long the job.



Heavy-duty, tubular-steel frame provides a solid foundation for years of reliable service.



Easy-to-use height-of-cut adjustment is quick and conveniently adjusts from 1½" to 4½" in ¼" increments.



Add a 2-Bag Grass Collection System to your Liberty® Z mower to give your lawn a pristine, clipping-free finish.

SCAG
POWER EQUIPMENT



Actual product may differ from photo.

V-RIDE II

WITHOUT HAVING TO TAKE A BREAK.

Featuring a comfortable operator platform with first-class suspension that minimizes fatigue to the operator, the V-Ride II™ delivers a natural, intuitive and smooth riding position the entire day. With unrivaled performance, stability and durability, this machine helps keep you in tip-top condition to get the job done day after day, year after year.

SCAG
POWER EQUIPMENT

V-RIDE II



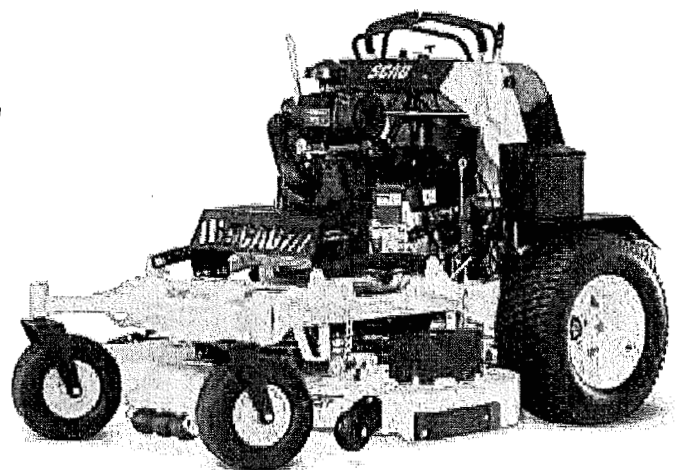
MATTHEW H.

Mount Vernon, OH

SCAG OWNER FOR 1 YEAR
COMMERCIAL OPERATOR

WHY DID YOU CHOOSE SCAG?

"Being in the green industry, you need reliable and long-lasting equipment, and that's why I chose Scag. They have excellent support and they are built to last!"

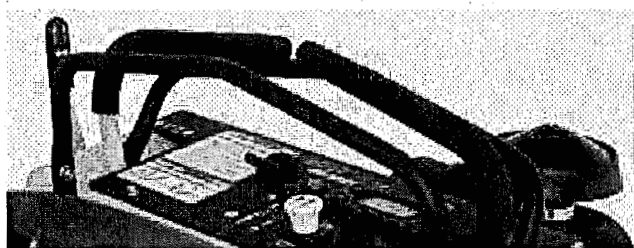


Actual product may differ from photos.

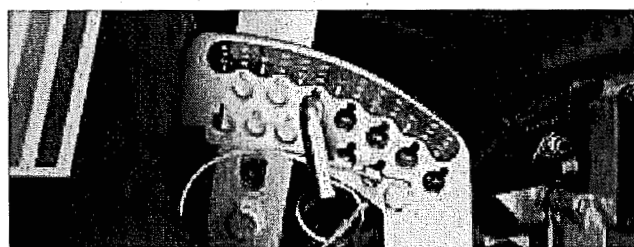
FEATURES & SPECIFICATIONS

- Spacious operator platform with adjustable suspension delivers a smooth ride and reduces operator fatigue.
- Scag® heavy-duty cutter deck spindles with 1½" hardened-steel shaft, cast-iron housing and greaseable, tapered roller bearings provide reliable strength. Spindles covered by a 3-year warranty.
- Strong, reliable Ogura PTO clutch engages and disengages the blades quickly and easily with adjustable air gap for long life. Models with 37 hp or more feature a SoftStart Electric Clutch Controller.
- Powerful and efficient Kawasaki® and Briggs Vanguard® engines provide smooth, reliable power. EFI options deliver exceptional fuel efficiency and dependable performance.
- Heavy-duty canister air filter available on Briggs Vanguard and Kawasaki FX and FX EFI engines.
- Heavy-duty steel frame construction ensures a solid foundation for long life.
- Built-in tie-down points allow for quick and easy transport.
- Large drive tires provide surefooted traction: 20" tires on the 32" and 36" models; 24" tires on the 48", 52" and 61" models.
- Rugged dual hydraulic drive system delivers dependable power with 12 cc Hydro-Gear® pumps with cooling fans; 10 cc pumps on 32" and 36" V-Ride II™.
- Productive ground speeds help get the job done fast: up to 10.5 mph on most models; up to 8.5 mph on 32" and 36" models.
- Large 8-gallon fuel tank (6.75-gallon fuel tank on the 36" and 5-gallon on the 32" models). All models feature large, angled filler neck and fuel gauge for operator convenience.
- Flat-free (semi-pneumatic) front caster tires eliminate downtime and expense caused by flat tires.
- Tiger Eye™ Advanced Monitoring System keeps a constant, real-time "eye" on important system functions of the V-Ride II. (Specific functions vary by mower model and engine. Not available on 32" or 36" models.)
- The 32" and 36" Advantage™ and the 48", 52" and 61" Velocity Plus™ Cutter Decks provide an unmatched quality-of-cut and a wide, even discharge. Tri-Plate deck tops on 36"-61" models are nearly ½" thick.
- The V-Ride II is covered by a strong 2-year commercial or 3-year/500-hour non-commercial mower warranty. See the Scag Limited Warranty Statement for details.
- A variety of accessories are available for the V-Ride II such as:
 - 2-Bag Spindle-Driven Grass Catcher.
 - Side-Mounted Fabric Grass Catcher.
 - Hurricane Plus™ Mulch System.
 - Blade Buddy™.
 - Operator-Controlled Discharge Chute (OCDCh).
 - LED Light Kit.

See page 53 for additional options.



Ergonomic operator controls provide incredible ease of use along with maximum comfort. Intuitive control design minimizes the learning curve for new operators.



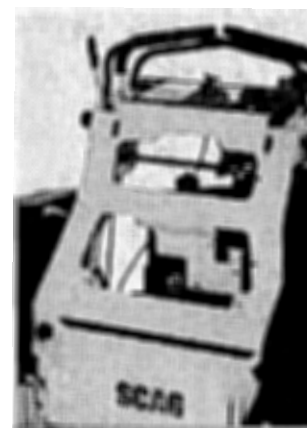
Easily change cutting heights in the field with no tools (1½" to 4½" in ¼" increments). Deck can be lifted from the operating position with the pull of a spring-assisted lever.



Easy-to-reach, full-featured instrument panel has ignition key, cutter-deck-engagement switch, throttle, choke and Tiger Eye Advanced Monitoring System. (Tiger Eye not available on 32" and 36" V-Ride II models.)



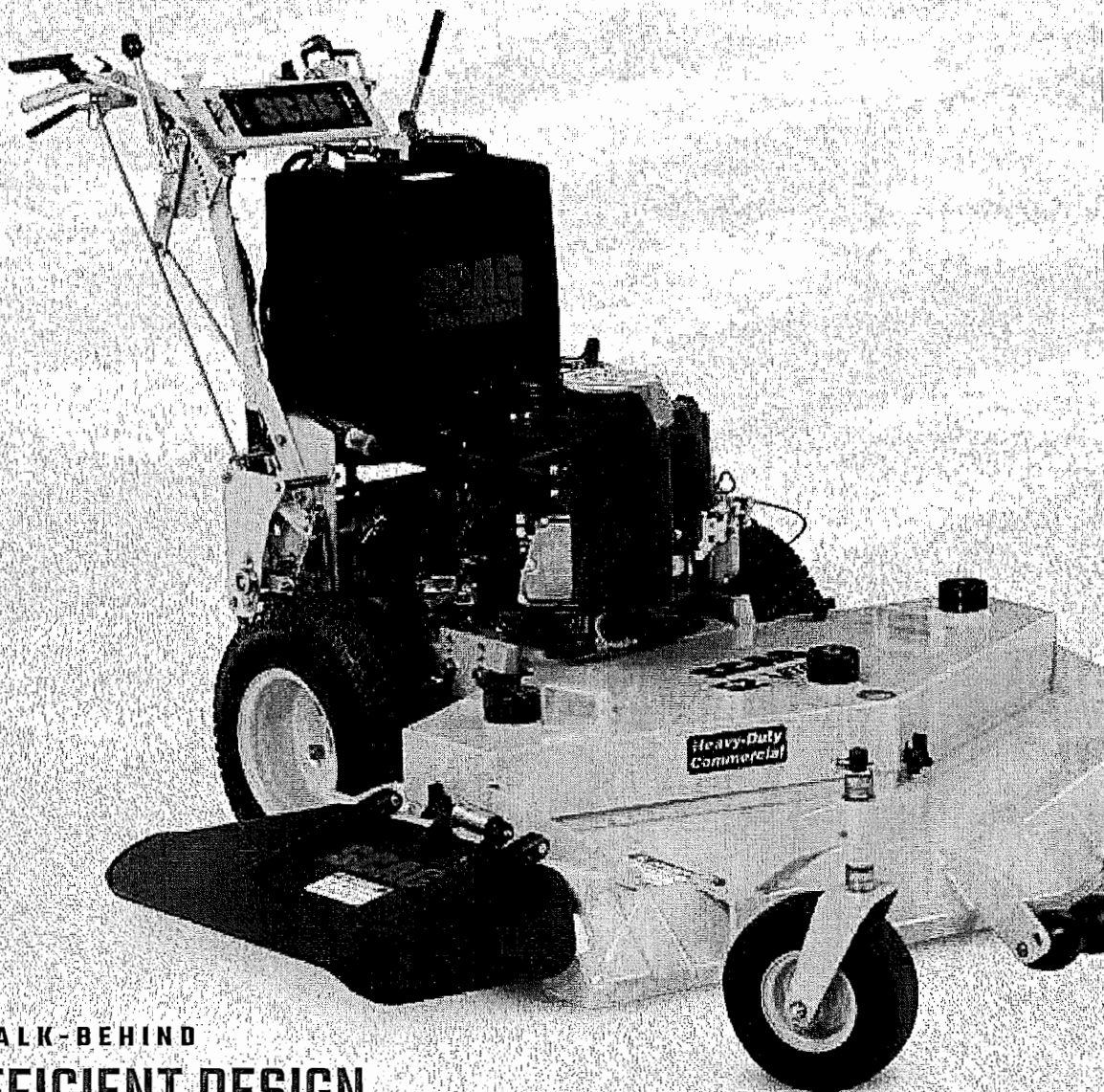
Extra-large comfort cushion allows for comfortable operation, hour after hour. Adjustable platform suspension further enhances operator comfort.



Comfort cushion and lower panel are removable to allow quick and easy service access to the hydraulic system.

SCAG
POWER EQUIPMENT

SWZ



HYDRO-DRIVE WALK-BEHIND SIMPLE & EFFICIENT DESIGN

Hydraulic power and simple design combine to make the SWZ the most efficient and easy-to-handle walk-behind you can buy. The SWZ has all the features Scag® mowers are famous for: tough, durable components for long life and heavy-duty cutter decks that deliver an unmatched cut.

- Heavy-duty Advantage™ and Velocity Plus™ Cutter Decks are constructed for outstanding durability (52" and 61" decks are made with a 10-gauge top and 7-gauge skirt, 36" and 48" decks are constructed of 7-gauge steel).
- Tough spindle assembly features a cast-iron housing with a heavy-duty flange secured with $\frac{5}{16}$ " grade-8 mounting hardware. Tapered roller bearings add 50% more load-carrying capacity than ball bearings. Covered by a 3-year limited warranty.
- Productive ground speeds up to 7.4 mph get the job done fast.
- Large 5.5-gallon fuel tank features a molded-in cup holder and large filler neck.
- Convenient instrument panel puts controls at operator's fingertips. Panel has key, cutter-deck-engagement switch, choke and throttle. SWZ also includes tracking adjustment, parking brake, forward-speed lever and digital hour meter.
- Fixed cutter deck adjusts from $1\frac{3}{4}$ " to $4\frac{1}{2}$ " in $\frac{1}{4}$ " increments.
- Large 16" drive wheels feature rounded edges for better flotation and less turf tearing.
- Flat-free (semi-pneumatic) front caster tires reduce maintenance costs and keep you in the field, cutting grass.
- Nylon hydraulic fluid reservoir features a large surface area to keep operating temperatures low.

Actual product may differ from photos.

#ScagNation Profile



ADDISON E.

Neptune, NJ

SCAG OWNER FOR 6 YEARS
COMMERCIAL OPERATOR

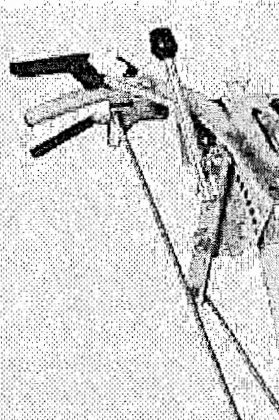
WHY DID YOU CHOOSE SCAG?

"Quality."

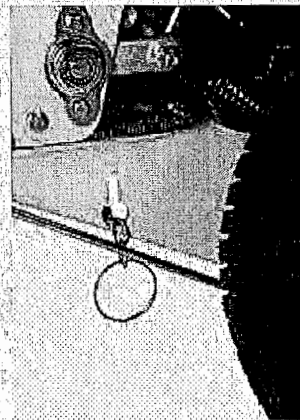
HOW DOES OWNING A SCAG
IMPROVE YOUR BUSINESS?

*"Less breaking down,
which means less
downtime."*

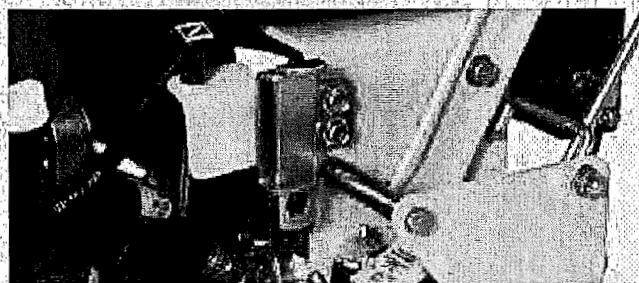
- Brake interlock switch prevents operation of unit with parking brake on.
- Hydro transmission belt is self-adjusting to save maintenance time and extend belt life.
- Belt cover has easy-access holes to reach the top spindle nuts for blade removal.
- Flexible discharge chute will not dent and is easy on landscaping.



Spring-assisted EZ-Grip design reduces hand force required to operate drive controls for maximum operator comfort.



Declutch cold-start feature enhances cold-weather starting. It uses a large, easy-to-pull chain that locks into a slot in the engine deck to relieve pump pressure.



Adjust-A-Trac tool is conveniently mounted on the engine deck for quick and easy neutral and tracking adjustments in the field.



Dependable Ogura clutch engages and disengages the blades quickly and easily. Adjustable air gap for long life.

SCAG
POWER EQUIPMENT

SW



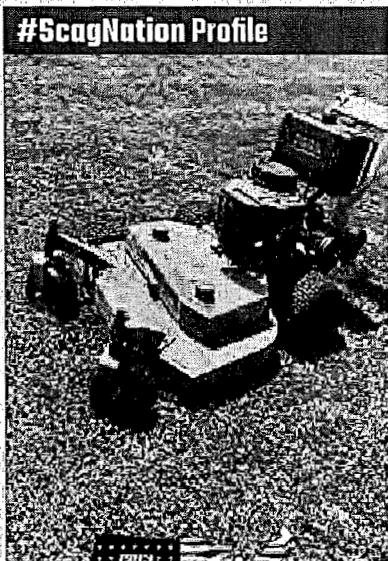
BELT-DRIVE WALK-BEHIND SIMPLE & EASY-TO-SERVICE DESIGN

Simple-to-maintain belt-drive design and five-speed transmission makes the SW easy to service and operate. Economical, durable and productive, the SW Walk-Behind provides years of dependable operation and an outstanding return on investment.

- Heavy-duty Advantage™ and Velocity Plus™ Cutter Decks are constructed for outstanding durability (52" decks are made with a 10-gauge top and 7-gauge skirt; 32", 36" and 48" decks are constructed of 7-gauge steel).
- Large drive wheels feature rounded edges for better flotation and less turf tearing.
- Large 5.5-gallon fuel tank features a molded-in cup holder and large filler neck.
- Tough spindle assembly features a cast-iron housing with a heavy-duty flange secured with $\frac{5}{16}$ " grade-8 mounting hardware. Tapered roller bearings add 50% more load-carrying capacity than ball bearings. Covered by a 3-year limited warranty.
- Fixed cutter deck adjusts from 1 $\frac{1}{4}$ " to 4 $\frac{1}{2}$ " in $\frac{1}{4}$ " increments.
- Flat-free (semi-pneumatic) front caster tires reduce maintenance costs and keep you in the field, cutting grass.
- Full commercial-grade construction ensures years of productive use.

Actual product may differ from photos.

#ScagNation Profile



NICHOLAS C.

Winfield Park, NJ

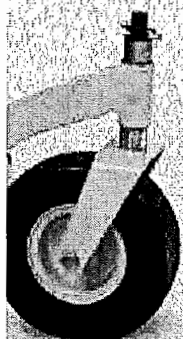
SCAG OWNER FOR 20+ YEARS

WHY DID YOU CHOOSE SCAG?

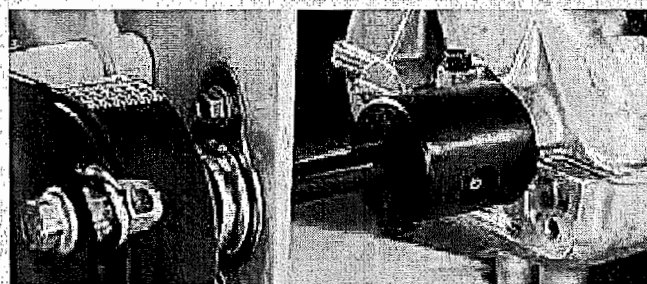
"It does jobs so much faster and can make lawns look like green carpets."

HOW DOES OWNING A SCAG IMPROVE YOUR BUSINESS?

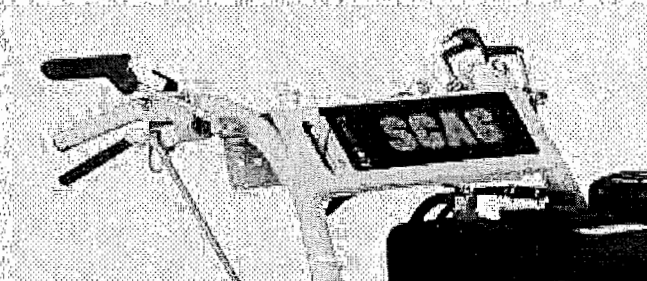
"It just makes life easier and it can cut high grass with ease."



Dependable Ogora clutch engages and disengages the blades quickly and easily. Adjustable air gap for long life.



Five-speed Peerless transmission features nine-spline coupler shafts for durability and a wide selection of forward ground speeds.

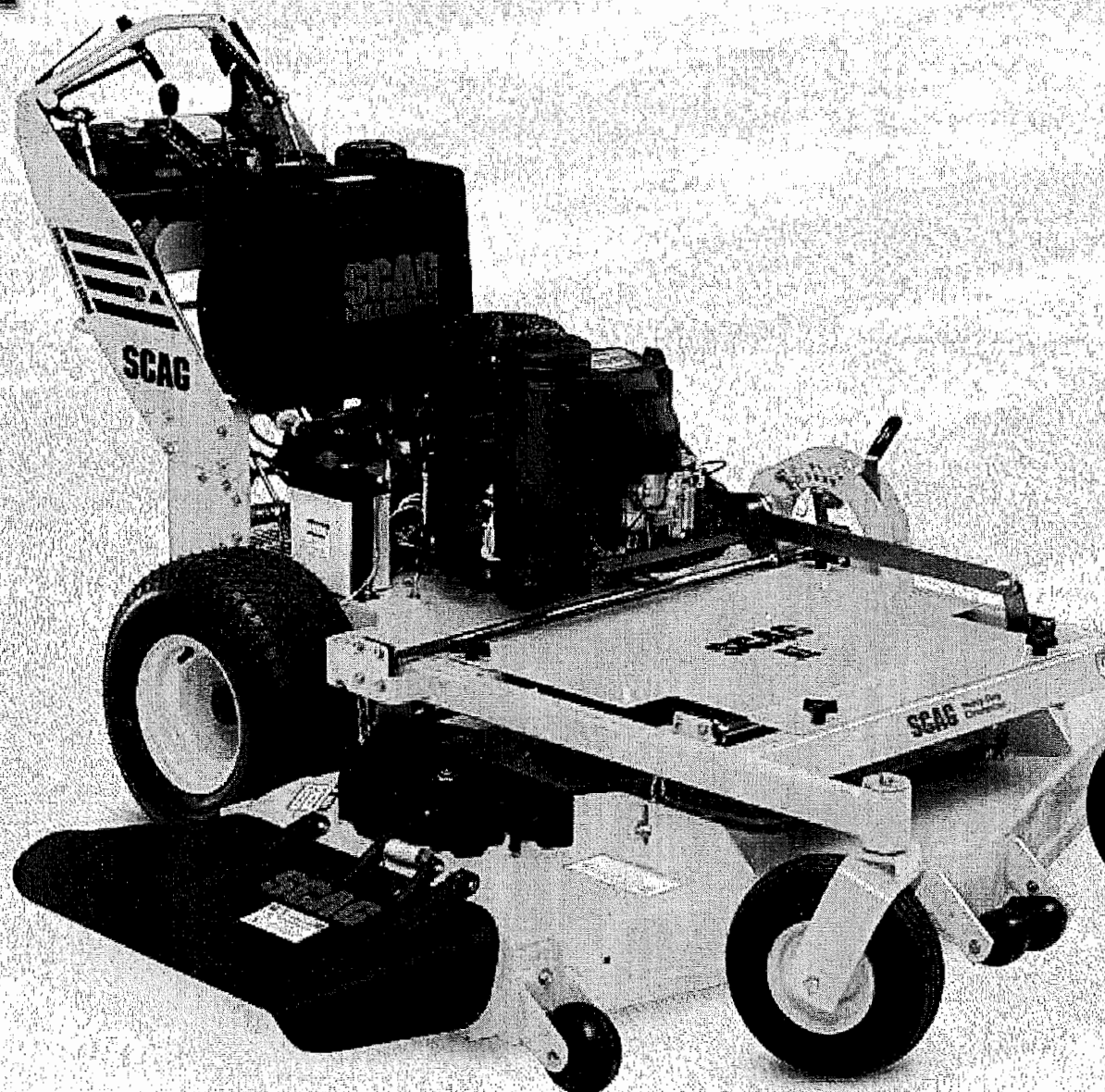


Spring-assisted EZ-Grip design reduces hand force required to operate drive controls for maximum operator comfort.

- Productive ground speeds up to 6 mph get the job done fast.
- Convenient instrument panel puts controls at operator's fingertips. Panel has key, cutter-deck-engagement switch, choke, throttle and digital hour meter.
- Belt cover has easy-access holes to reach the top spindle nuts for blade removal.
- Flexible discharge chute will not dent and is easy on landscaping.

SCAG
POWER EQUIPMENT

1750



HYDRO-DRIVE WALK-BEHIND

COMFORTABLE & DEPENDABLE OPERATION

- Large 18" drive tires and 9" front caster tires provide stability.
- Ground speeds up to 7 mph forward and 3 mph in reverse get the job done fast.
- Available with a Kawasaki® FS series engine for smooth, reliable power. Convenient oil-drain access allows for easy maintenance.
- Large 5.5-gallon fuel tank features a molded-in cup holder and large filler neck for convenience; built-in fuel gauge.
- Adjustable height-of-cut from 1½" to 4½" in ¼" increments.
- Extra-strong, fully fabricated and welded steel Hero™ cutter deck; 36", 48", 52" or 61" floating deck design provides a beautiful quality-of-cut.
- Sealed aluminum spindles with ball bearings deliver maintenance-free, high-performance operation; ½"-thick mounting flange for strength.
- Strong, reliable Ogura PTO clutch engages and disengages the blades quickly and easily. Adjustable air gap for long life and reduced maintenance costs.

Actual product may differ from photos.

#ScagNation Profile



ZACHARY G.

Knoxville, TN

SCAG OWNER FOR 5 YEARS
COMMERCIAL OPERATOR

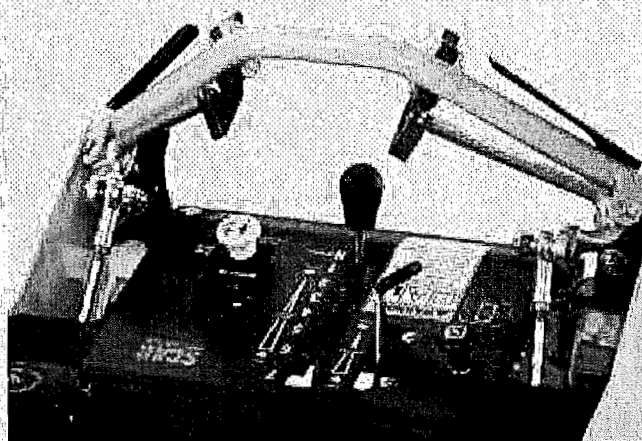
WHY DID YOU CHOOSE SCAG?

"The highest quality and craftsmanship in the game."

HOW DOES OWNING A SCAG IMPROVE YOUR BUSINESS?

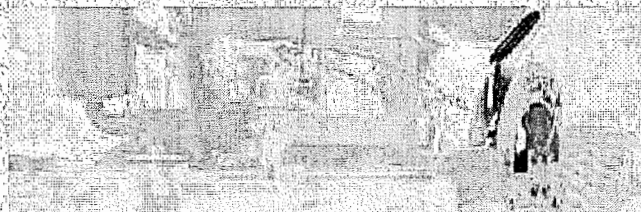
"Less maintenance, better on fuel, less time spent doing repairs."

- 3-year/500-hour non-commercial or 2-year commercial mower warranty. See the Scag® Limited Warranty Statement for complete details.
- Easy-to-reach, full-featured instrument panel has ignition key, cutter-deck-engagement switch, speed-selection lever, throttle, choke and digital hour meter.
- Brake interlock switch prevents operation of unit with parking brake on.

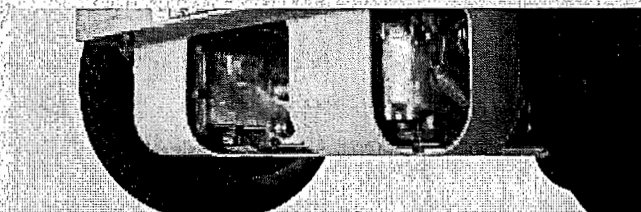


ERGONOMIC CONTROL SYSTEM

Ultra-comfortable, ergonomic control system designed to make operation easy, hour after hour. The controls not only contour to the natural angles of your extended arms but are placed to keep your hands out of harm's way when mowing next to trees and bushes. Unitized handle construction provides added strength.



Innovative, rider-style height-of-cut adjustment is quick and convenient.



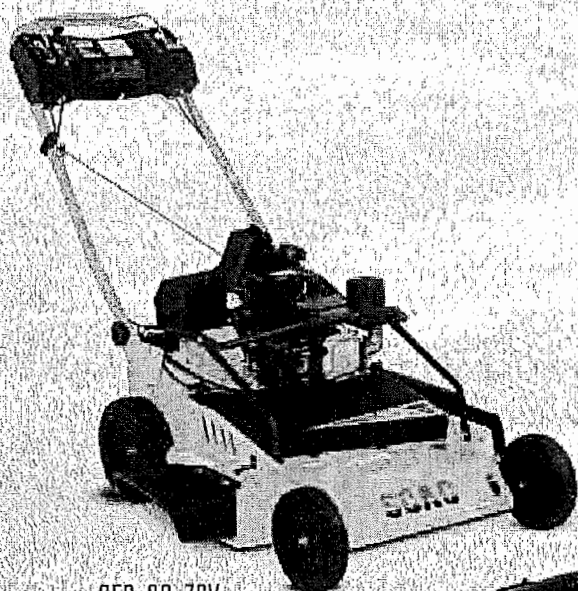
Dual hydraulic ZT-2800® transaxles with cooling fans and steel fan covers allow independent, amazingly smooth and positive power to each wheel; two independent units with charge pumps and all-metal gears. Rear skid plate protects the underside and transaxles from impact damage.



Dependable Ogura clutch engages and disengages the blades quickly and easily. Adjustable air gap for long life.

SCAG
POWER EQUIPMENT

SFC



SFC-30-7CV



SFC-30-7CV-S

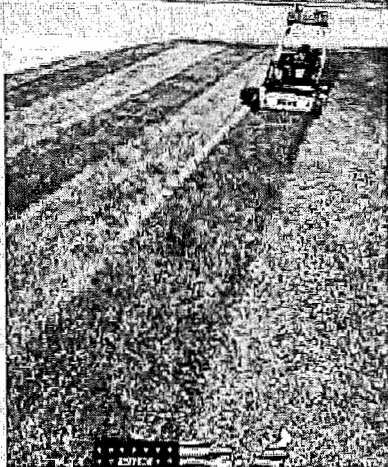
FINISH CUT WALK-BEHIND FINISH THE JOB

Fully welded and fabricated using ultra-strong, military-grade steel for years of dependable performance, the SFC-30 Finish Cut Walk-Behind Mower is no pushover. Packing big productivity and versatility into a compact form, this commercial-grade machine delivers a beautiful, professional quality-of-cut, helping you put the finishing touches on the job or at home.

- Heavy-duty construction ensures years of worry-free service and productivity.
- Blade brake clutch allows the operator to disengage cutter blades without shutting off the machine.
- Offset cutter blade layout results in a simple, more user-friendly system than timed belt setups.
- Easy-to-maintain design means belt replacement takes less than half the time as compared to timed belt designs. Tool-free removal of belt cover.
- Proven, maintenance-free GT MV 702 transmission delivers dependable drive power.
- Productive ground speeds help get the job done fast; up to 4 mph.

Actual product may differ from photos.

#ScagNation Profile



DILLON C.

Galena, KS

SCAG OWNER FOR 3 YEARS
COMMERCIAL OPERATOR

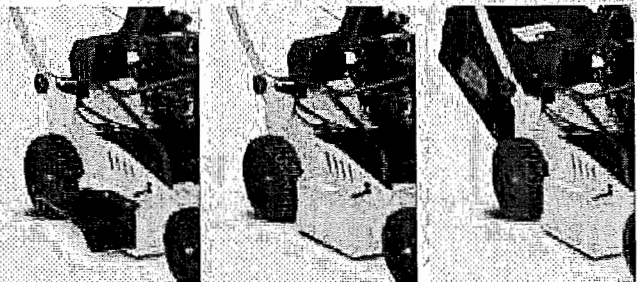
HOW DOES OWNING A SCAG IMPROVE YOUR BUSINESS?

"I can now start mowing early in the morning without worrying about the grass clumping from being wet. The Scag still delivers a perfect cut."

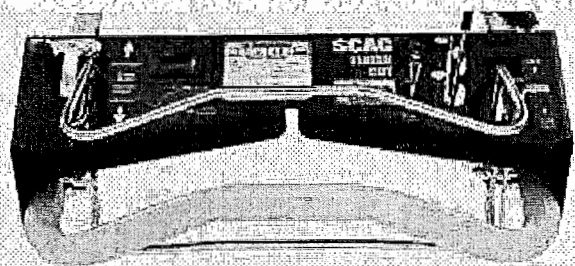
- Extra-strong, fully fabricated and welded cutter deck; 14-gauge, grade 100, military-grade steel deck shell with 12-gauge spindle reinforcement plate. ¼" trim-side bar provides extra protection.
- Powerful and efficient Kohler® Command PRO® CV224 engine delivers ample power, along with exceptional efficiency and dependable performance.
- Quick engine oil-drain paired with Kohler's Clean-Change™ System make for easy oil changes without a mess.
 - 3-year limited engine warranty through Kohler.
 - 1-gallon fuel tank provides long run time (excludes CA models).
- Large, wide tires provide dependable traction and even load disbursement; fixed-position or swiveling front wheels, depending on the model.
- Front and rear tie-down points for easy trailering.
- Strong warranty: 1-year commercial or 3-year / 500-hour non-commercial limited warranty coverage against manufacturing defects.



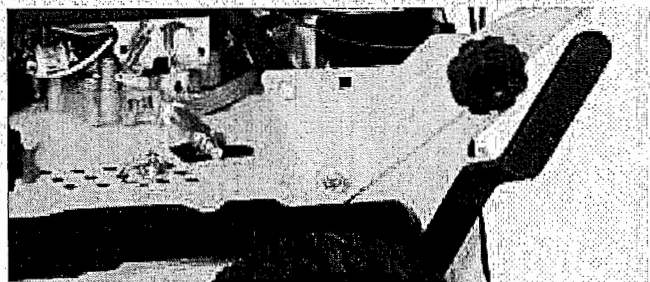
Front swivel caster wheel model offers increased ease of maneuverability in highly landscaped areas. Swivel Wheel accessory also available to convert fixed-wheel models.



3-in-1 versatility delivers the ability to side-discharge, mulch or collect clippings. All items come standard, so you can meet the demands of any job without purchasing extra accessories.



Ultra-comfortable, ergonomic control system is designed to make operation easy, hour after hour. 5-position handlebar height adjustment.



Single-point, rider-style height-of-cut adjustment. Cutting heights from 1½" to 5" in ¼" increments. Pin installs from the top for quick, easy changes.

SCAG
POWER EQUIPMENT

ACCESSORIES



TURF TIGER II

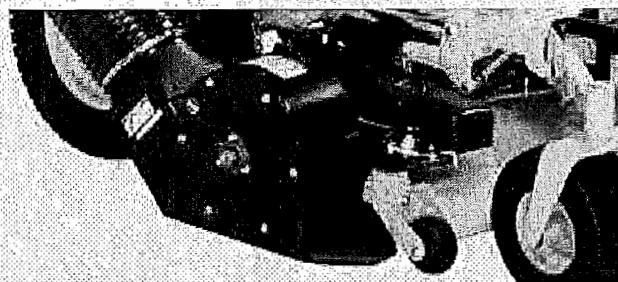


TIGER CAT II

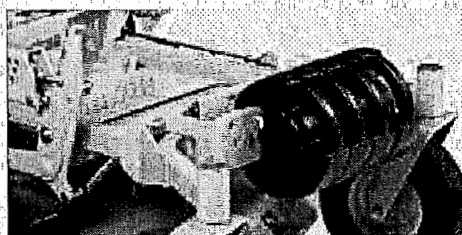
Actual product may differ from photos.

CLAM-SHELL GRASS CATCHER

- High-capacity, 12-bushel/112-gallon hopper.
- Easily dump the hopper from the operator's seat. Ideal for on-site dumping or dumping onto a tarp.
- After the initial installation, the blower, debris tube and hopper can be quickly removed or reinstalled.
- High-speed, balanced, all-steel blower is spindle-driven off of the cutter deck. No auxiliary engine means less weight, less maintenance, lower cost and quieter operation.
- The debris screen simply slides out from the side of the hopper and can be cleaned at any time without having to first empty the hopper.
- Spring-loaded, self-adjusting belt drives the powerful, debris-reducing blower.
- Vertical blower design increases mower width by only 8½" for the Turf Tiger II™, Cheetah II™ and Tiger Cat® II models. That's narrower than the discharge chute and allows for easy trimming and convenient trailer loading.
- Blower assembly (excluding belt) is covered by a 1-year warranty.



CLAM-SHELL GRASS CATCHER & FABRIC 3-BAG GRASS CATCHER: All spindle-driven catchers have a balanced, all-steel, 4-blade blower that pulverizes debris, reducing particle size to increase packing density.



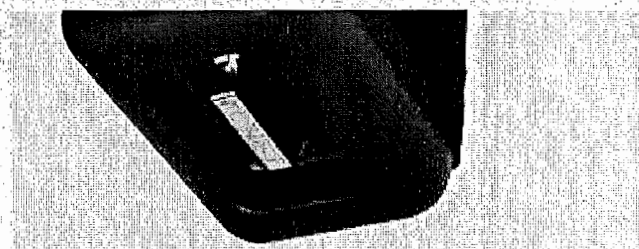
CLAM-SHELL GRASS CATCHER & FABRIC 3-BAG GRASS CATCHER: Both of the catchers include front weights and a mounting bar, keeping the center of gravity low and stable (number of weights depends on catcher and mower model).

FABRIC 3-BAG GRASS CATCHER

- High-capacity, 16-bushel/148-gallon bagging system.
- Individual bags are ideal for dumping into containers or back of a truck.
- After the initial installation, the blower, debris tube and 3-bag collection unit can be quickly removed or reinstalled.
- High-speed, balanced, all-steel blower is spindle-driven off of the cutter deck. No auxiliary engine means less weight, less maintenance, lower cost and quieter operation.
- Metal debris screen inside hood is durable and easy to clean.
- Spring-loaded, self-adjusting belt drives the powerful, debris-reducing blower.
- Vertical blower design increases mower width by only 8½" for the Turf Tiger II, Cheetah II and Tiger Cat II models. That's narrower than the discharge chute and allows for easy trimming and convenient trailer loading.
- Blower assembly (excluding belt) is covered by a 1-year warranty.



FABRIC 3-BAG GRASS CATCHER: Three tapered, commercial-grade, fabric grass-collection bags make dumping easy. Optimum debris packing means less time emptying the bags and more productive mowing.



FABRIC 3-BAG GRASS CATCHER: Hard, molded-plastic bottoms help keep the bags safe from curb and trailer damage. The steel grab handle and tapered bag design make emptying the bags easy.

SCAG
POWER EQUIPMENT

ACCESSORIES



V-RIDE II



PATRIOT

- 2-Bag Grass Catcher with Spindle-Driven Blower available for V-Ride II™ and Patriot™ models only. Not available for 32" and 36" V-Ride II models. Spindle-driven 2-bag catcher models include a 6" debris tube.

Actual product may differ from photos.

FABRIC GRASS CATCHERS



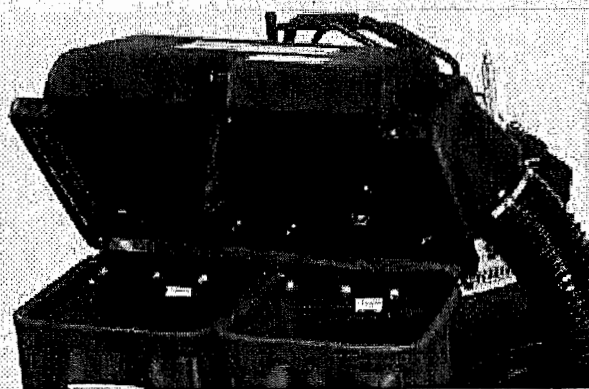
LIBERTY Z

FABRIC 2-BAG GRASS CATCHER

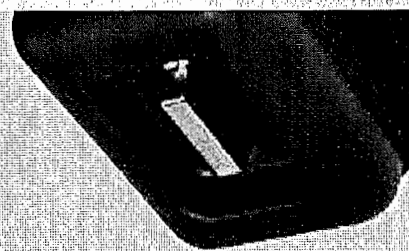
- Heavy-duty, 2-Bag Grass Catcher with 8" debris tube provides seven bushels of collection capacity. This system uses ultra-tough, commercial-grade bags for optimum debris packing and easy emptying. Fits Patriot, Freedom Z® and Liberty® Z models.

FABRIC BAG GRASS CATCHER

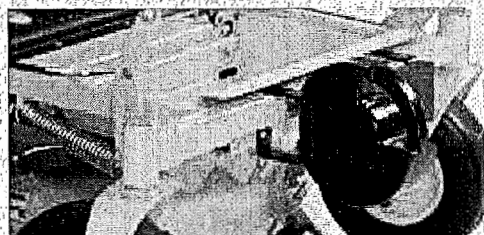
- The Scag® Fabric Bag Grass Catcher features a 4-cubic-foot capacity and is lightweight for easy dumping.



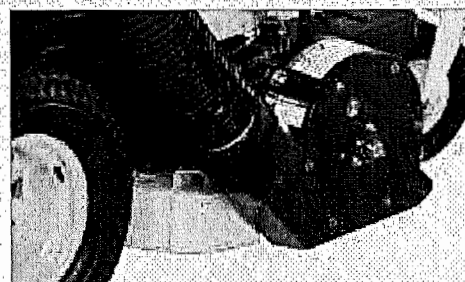
Two tapered, commercial-grade, fabric grass-collection bags make dumping easy. Optimum debris packing means less time emptying the bags and more productive mowing.



Hard, molded-plastic bottoms help keep the bags safe from curb and trailer damage. The steel grab handle and tapered bag design make emptying the bags easy.

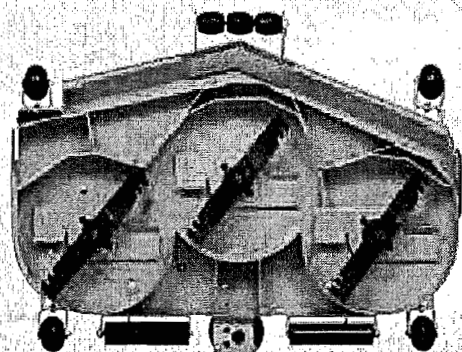


2-Bag Grass Catchers include front weights and a mounting bar, keeping the center of gravity low and stable (number of weights depends on catcher and mower model).

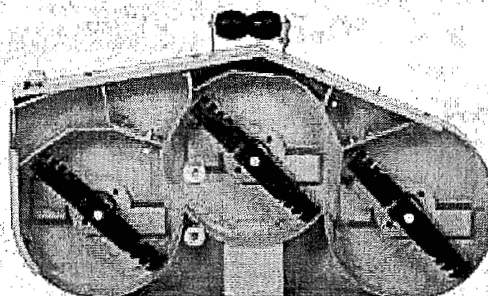


All spindle-driven catchers have a balanced, all-steel, 4-blade blower that pulverizes debris, reducing particle size to increase packing density. Spindle-Driven Blower available for V-Ride II and Patriot models only.

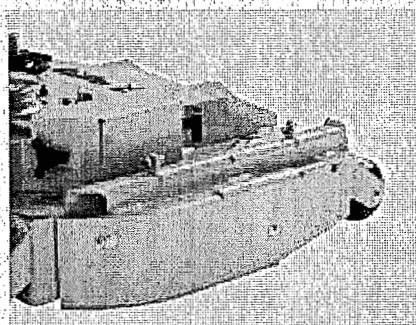
SCAG POWER EQUIPMENT



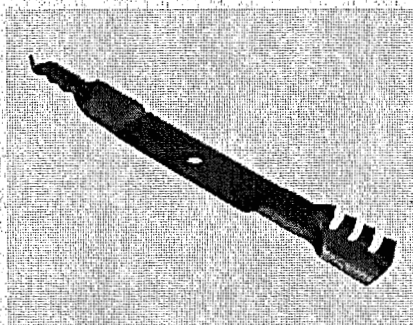
HURRICANE PLUS™ MULCH SYSTEM fits all Velocity Plus™ decks. The patented mulching system employs productive "Eye of the Hurricane" mulching plates, baffles and Eliminator™ blades.



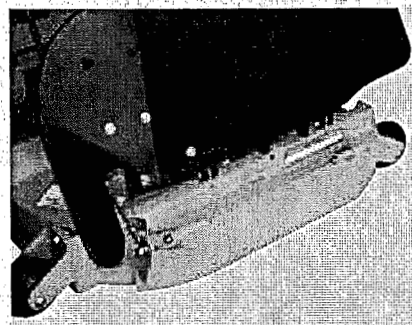
HURRICANE MULCH SYSTEM is also available for most new Hero™ decks on Patriot™, Freedom Z®, Liberty® Z and SWZT mower models.



CONVENIENT SCAG® MULCH PLATE lets you convert from side discharge to mulching mode while in the field. There's a mulching plate designed to fit all current and most previous Scag mowers.



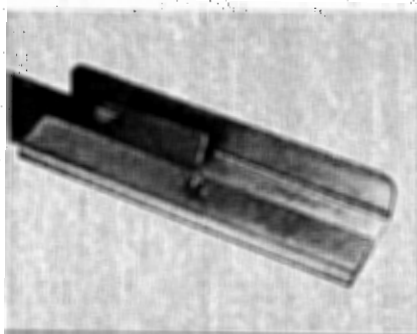
ELIMINATOR BLADES feature a serrated "double-cut" edge, shredding the grass and returning clippings and nutrients back to the soil. Eliminator blades are included with the Hurricane Plus Mulch System or can be purchased separately for use with the Mulch Plate. Other blades also available for various cutting conditions.



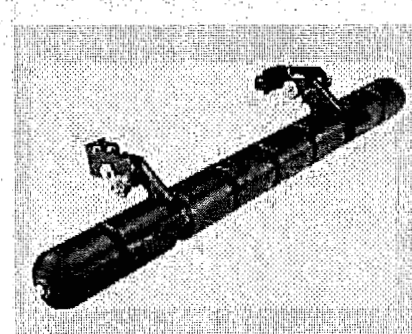
THE SCAG OPERATOR-CONTROLLED DISCHARGE CHUTE (OCDC) allows the operator to temporarily close off the cutter deck's discharge opening when mowing along sidewalks, around flower beds, etc. Available for select Velocity Plus deck models only.



REPLACEABLE WEAR PAD protects the trim side of the deck from curb and trailer damage. Also protects property from being damaged by the deck. Available for select Velocity Plus and Advantage™ deck models only.



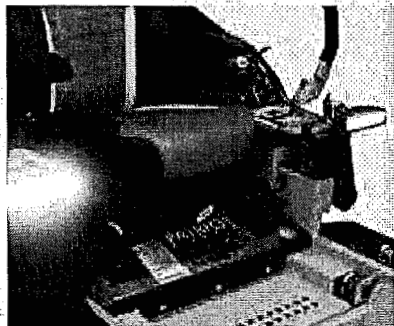
PATENTED BLADE BUDDY™ prevents cutter blade from rotating while changing blades. Makes blade removal and reinstallation quick and easy.



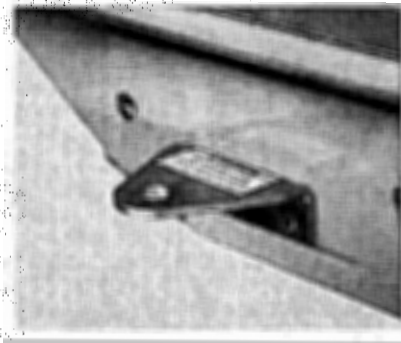
PATENTED SCAG TIGER STRIPER LAWN STRIPING SYSTEM gives grass a high-profile, professionally striped finish. It features a spring-loaded roller design for enhanced pattern appearance. Kit easily installs and removes in minutes. Kits available for Patriot, Freedom Z, Liberty Z, Turf Tiger II™, Cheetah II™ and Tiger Cat® II, as well as select previous models.

Accessories may vary by model and may differ from photos shown here.

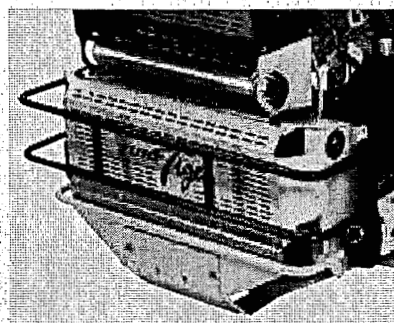
MOWER ACCESSORIES



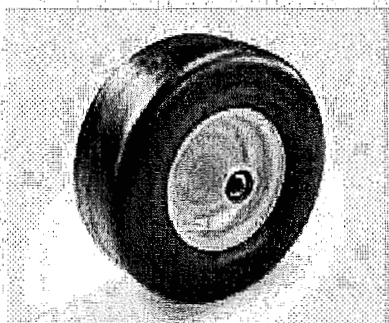
LED LIGHT KIT is easy to mount and extends visibility. Various kits available to fit all new zero-turn and stand-on mowers. Light kit options also available to fit Windstorm® blower and truck loaders. Appearance of light kit varies by machine model.



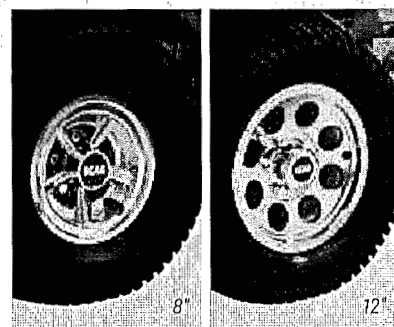
TRAILER HITCH (250 lb capacity) lets you haul a trailer or pull tow-behind attachments. Available for Turf Tiger II, Cheetah II and Tiger Cat II models, as well as some other previous models. Patriot, Freedom Z and Liberty Z Hitch also available.



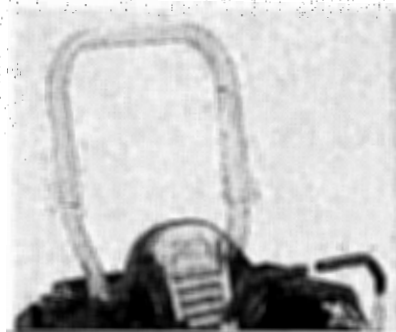
TURF TIGER BUMPER provides additional protection against trailer damage and damage from objects in the field. Fits Turf Tiger II models. (May not be used in conjunction with grass catchers.)



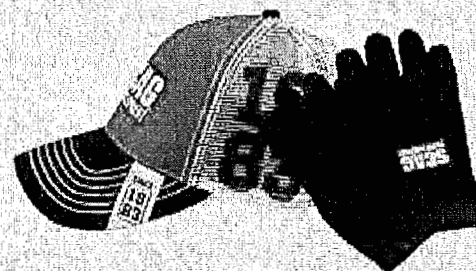
SEMI-PNEUMATIC, FLAT-FREE CASTER TIRES minimize downtime. Available in a wide range of sizes to fit most mowers. Standard on most new models, excluding Patriot, Freedom Z and Liberty Z. Available as an option for the Patriot and Freedom Z and select previous models.



CHROME WHEEL COVERS are made of extremely durable plastic. Available in 8" and 12" diameters to fit most Patriot, Liberty Z, Turf Tiger II, Cheetah II, Tiger Cat II and V-Ride II™ models, Windstorm and some SWZT and SWZ models. Sold in sets of two to fit the rear drive wheels.



ROLL-OVER PROTECTION SYSTEM (ROPS) folds down for transport and storage. Easy-mount ROPS features OSHA 1928 certification and seatbelt. Available as an option for current Freedom Z and some other previous Scag models.



WEAR IT WITH PRIDE

ScagShop.com is your exclusive online source for the latest official Scag wearables and gift items. Check out the fantastic selection of hats, shirts (adult and youth sizes), jackets, drinkware, signage, gifts and much more. Place your order directly online and have it shipped right to your home or workplace. Great prices, fast service. Check back often so you don't miss out on the newest styles!

Items shown above are for illustration only. Actual selection of items can change often and without notice or obligation.

*Note: Scag replacement parts and machine accessories are not available on **ScagShop.com**. Contact your local Scag dealer to order these items.*

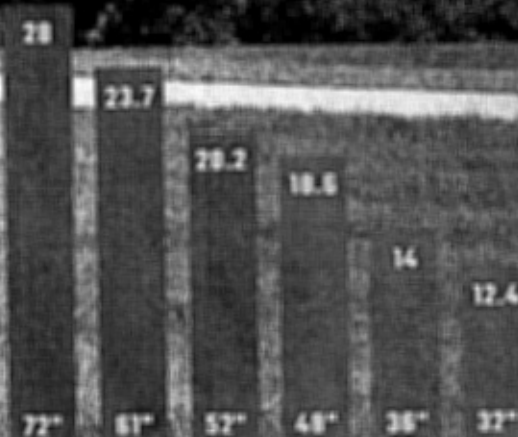


SCAG FILTERS & LUBRICANTS

You have invested in Scag: "Simply the Best" power equipment that money can buy. Why would you risk the longevity of its critical systems by using inferior filters and lubricants?

Genuine Scag Filters and Lubricants are specially designed to meet the specific needs of your high-performance Scag machine.

SCAG
POWER EQUIPMENT



ON THE JOB

RIDERS* (SCAG'S PRO D-RIDER 240)

*Performance based on a 100% cut height.
*Single required 20% to allow for overlap and turn.

AT HOME



RIDERS* (SCAG'S PRO D-RIDER 240)

*Performance based on a 100% cut height.
*Single required 20% to allow for overlap and turn.

UNMATCHED PRODUCTIVITY

OPTIONAL MOWER ACCESSORIES BY MODEL REFERENCE

Some accessories listed may not fit all sizes of models indicated. Many of the accessories shown are also available to fit older Scag® mowers. Contact your Scag dealer for details.

	TURF TIGER II™	CHEETAH II™	TIGER CAT® II	PATRIOT™	FREEDOM Z®	LIBERTY® Z	V-RIDE II™	SWZT	SWZ	SW	SFC
CLAM-SHELL SPINDLE-DRIVEN GRASS CATCHER	•	•	•								
FABRIC 3-BAG SPINDLE-DRIVEN GRASS CATCHER	•	•	•								
FABRIC 2-BAG GRASS CATCHER				•	•	•					
2-BAG SPINDLE-DRIVEN GRASS CATCHER*				•			•				
FABRIC BAG GRASS CATCHER GC-F4				•	•	•	•	•	•	•	
CHROME WHEEL COVERS	•	•	•	•		•	•	•	•		
SWIVEL WHEEL											•
HURRICANE/HURRICANE PLUS™ MULCH SYSTEM	•	•	•	•	•	•	•	•	•	•	
MULCH PLATE**	•	•	•	•	•	•	•	•	•	•	
TIGER STRIPER LAWN STRIPING SYSTEM**	•	•	•	•	•	•					
TRAILER HITCH**	•	•	•	•	•	•					
LED LIGHT KIT	•	•	•	•	•	•	•				
FLAT-FREE CASTER TIRE**				•	•						
BLADE BUDDY™	•	•	•	•	•	•	•	•	•	•	•
TURF TIGER BUMPER	•										
OPERATOR-CONTROLLED DISCHARGE CHUTE (OCDC)	•	•	•				•				
ADDITIONAL BLADE OPTIONS	•	•	•	•	•	•	•	•	•	•	

* 2-Bag Spindle-Driven Grass Catcher is not available for 32" and 36" V-Ride II models.

** Also available for some older models.

Actual products may differ from photos.

ACCESSORIES 53

**NO FRILLS. JUST STRENGTH
IN SIMPLICITY.**

IT'S EASY TO SAY SIMPLY THE BEST.

But talk is cheap. Anyone can talk the talk, but it takes incredible commitment and hard work to walk the walk; especially in an industry where people easily see through malarkey. That's why we pride ourselves on our time-tested engineering, precision craftsmanship and the belief in the strength of rugged simplicity and no-nonsense practicality. We've proven for decades that greatness doesn't need to be overly complicated. At Scag®, flashy bells and whistles are secondary to the fundamentals of strong welds, tight tolerances, easy-to-use controls and exceptional materials.





SCAG
POWER EQUIPMENT

TURF STORM



Actual product may differ from photo.

TURF STORM

TREAD THE MORE. BETTER TURF IS HERE.

AN INDISPENSABLE TOOL FOR THE SERIOUS LANDSCAPE CHEMICAL APPLICATOR.

The Turf Storm™ is built Scag® tough to treat large commercial properties or residential lawns, and anyone else looking to expand their lawn care offerings. Offering liquid and dry capacities for maximum productivity and profitability, this machine helps create better turf faster and more efficiently than ever before.

SCAG
POWER EQUIPMENT

TURF STORM



Actual product may differ from photos.

TURF STORM

Model	STS60-21BV
Engine	Briggs Vanguard®
HP**	21
Liquid Capacity	60 gallons (30 each tank)
Dry/Granular Capacity	220 lb

See full specifications on page 74.

*Consult with your Scag® dealer for more information.

**Engine power levels as rated by the manufacturer. All models subject to availability.

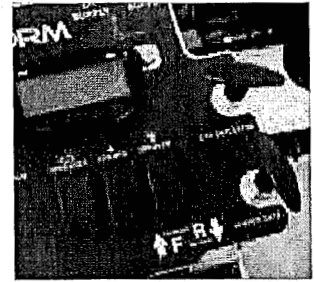
Pre-production unit shown; actual product may vary from photos shown.

Shown equipped with the optional Foam Marker Kit. This accessory must be purchased separately and installed on the Turf Storm™.

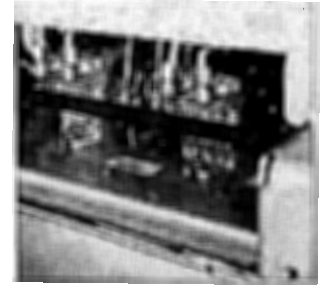
Always wear proper personal protective equipment when operating. Reference the safety recommendations of each chemical used for specific guidelines.

FEATURES & SPECIFICATIONS

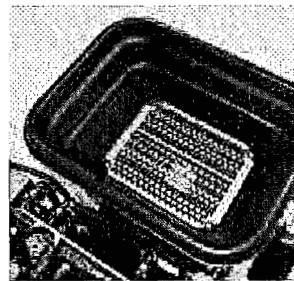
- Ergonomic drive-control-lever design provides incredible ease of use with adjustable front bar for precise speed control for accurate application rate.
- A spacious operator platform with extra-large operator comfort cushion and coil-spring suspension deliver a smooth ride.
- Heavy-duty construction ensures years of dependable service and worry-free productivity.
- Important structural components made of stainless steel resist the effects of repeated exposure to commonly used, highly corrosive chemicals.
- Wide stance and minimal length optimize the machine's overall maneuverability and stability.
- Incredible machine balance ensures sure footing, eliminating the need for locking front casters.
- Rugged dual-hydraulic drive system delivers dependable power with 10 cc Hydro-Gear® pumps and 14.5 ci Parker wheel motors.
- Productive ground speeds up to 8.5 mph help get the job done fast.
- Large 5-gallon fuel tank features a large filler neck, fuel gauge and molded-in cup holder for operator convenience.
- Powerful and efficient 21 hp Vanguard engine delivers ample power, exceptional efficiency and dependable performance while a 50-amp charging system ensures dependable spreader operation and battery life.
- Smooth-riding, large 20" drive tires and 16" caster tires provide dependable traction.
- Front and rear tie-down points enable easy trailering.
- 8-foot-wide, fold-away spray boom (with 5 gpm sprayer pump) features five nozzles delivering spraying widths of 2, 6, 8 or 10 feet.
- Hinged boom arms fold inward for transport or for tight space access.
- Replaceable nozzle design (with strainer) accommodates most standard tips, allowing you to install the right tip for the job and conditions.
- Dual 30-gallon liquid tanks (60-gallon total) keep you spraying longer; equipped with drain valves and a pre-pump, 50-mesh screen strainer for easy draining and cleaning.
- Drain plug at the lowest part of the tank allows for quick and convenient tank draining and cleaning in between the use of different chemicals.
- Strong 2-year commercial / 2-year non-commercial / 90-day rental limited warranty with coverage against manufacturing defects.
- A variety of accessories* will be available for the Turf Storm, allowing you to customize the machine for maximum productivity based on your specific needs:
 - 7 gpm Pump.
 - Foam Marker Kit.
 - Rear-Mounted Material Storage Trays.
 - LED Light Kit.
 - Weight Kit.



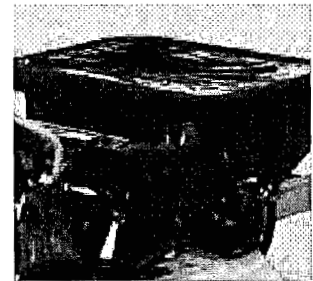
Accuracy and consistency of application are easy to maintain with controls and gauges that are clearly marked and located within easy reach. High-quality switches, levers, dials and gauges ensure reliable engagement/adjustment and long life.



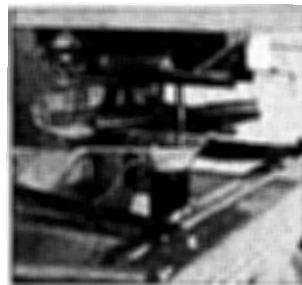
Removable cushion and open lower area allow quick and easy service access to the hydro drive pumps, hydro oil reservoir and other mechanicals.



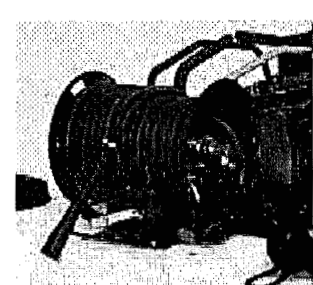
Dry/granular hopper has generous 220-pound capacity.



Hopper cover is included to help keep granular materials dry to prevent clumping and sticking.



Spread dry materials up to 25 feet wide thanks to a high-torque electric spreader motor.



Heavy-duty hose reel with 75 feet of high-pressure hose lets you reach those spaces that are too tight or steep to drive into.

SCAG
POWER EQUIPMENT




Actual product may differ from photo.

WINDSTORM

A PERFECT STORM

**A STORM IS ON THE HORIZON, AND IT'S
ABOUT TO BLOW TOUGH JOBS AWAY.**



Here comes the Scag® Windstorm®, powered by a 37 hp, fuel-injected Briggs Vanguard® BIG BLOCK™ engine to deliver incredible ground-clearing force. An ultra-compact, stand-on design gives you the maneuverability needed in tight spaces while its exclusive, multi-directional air output lets you direct airflow exactly where you need it. Keep an eye on the weather—the Windstorm is here.

SCAG
POWER EQUIPMENT

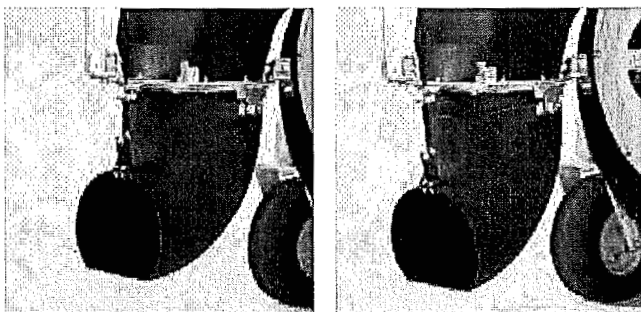
WINDSTORM



NOZZLE DIRECTION SYSTEM

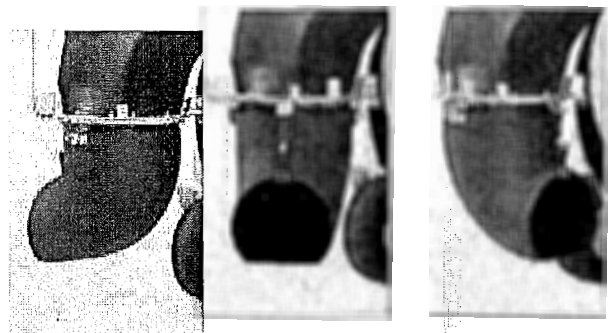
Scag's exclusive NDS (Nozzle Direction System) provides unprecedented control of the air-discharge tilt and rotation.

Quick and easy control via fingertip switches:



A convenient mechanical lever gives you easy access to 16 degrees of vertical tilt adjustment. Lowering the tilt angle helps loosen and blast stubborn debris. Raising the tilt angle reduces blowback.

Actual product may differ from photos.



Two switches allow for automatic left/right horizontal rotation or manual rotation adjustment; 180 degrees of rotation, left to right. Unlike other stand-on blowers, Scag's innovative NDS design ensures maximum air output in any direction in which the nozzle is aimed. Equipped with direction-indicator flag for operator convenience.

FEATURES & SPECIFICATIONS

- Massive air output of up to 6,000 effective CFM* (7,500 theoretical peak CFM**) provides incredible ground-clearing force on a variety of surfaces and applications.
- Heavy-duty blower construction ensures years of dependable service and worry-free productivity.
 - Impeller: 23" steel, 8-blade, dynamically balanced.
 - Impeller Mounting: Tapered locking hub.
- Rugged dual-hydraulic drive system delivers dependable power with 12 cc Hydro-Gear® pumps and 14 ci Parker wheel motors.
- Large-capacity hydraulic system includes pump cooling fans which help lower hydraulic system temperatures for added reliability and longevity.
- Productive ground speeds help get the job done fast: up to 10.5 mph.
- Large 8-gallon fuel tank features large, angled filler neck and fuel gauge for operator convenience.
- Powerful and efficient 37 hp Briggs Vanguard® BIG BLOCK™ EFI engine delivers huge power, along with exceptional efficiency and dependable performance.
- Strong, reliable Ogura PTO clutch engages and disengages the blower quickly and easily; adjustable air gap for long life.
 - Ogura's patented SoftStart Electric Clutch Controller ensures smooth engagement to reduce wear and improve lifespan of belts and mechanical parts, and eliminates potential engine stall and RPM droop.
- Wide stance and minimal length optimize the machine's overall maneuverability and stability.
- Large 24" drive tires provide surefooted traction.
- Flat-free (semi-pneumatic) front caster tires eliminate downtime and expense caused by flat tires.
- Front and rear tie-down points for easy trailering.
- Strong warranty: 2-year commercial / 2-year non-commercial / 90-day rental limited warranty coverage against manufacturing defects.
- A variety of accessories are available for the Windstorm®, such as: LED Light Kit and Chrome Wheel Covers.

WINDSTORM

Model	WS23-37BV-EFI
Impeller Diameter	23"
HP***	37
Engine	Briggs Vanguard® EFI

See full specifications on page 75.

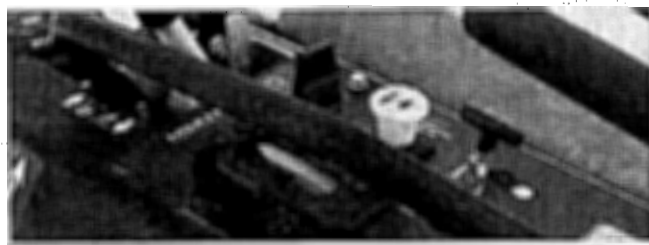
*Effective CFM: Calculation obtained by applying accepted engineering methods of measuring overall average airflow volume. This is the default figure published by Scag® for all of its blowers and truck loaders. Visit Scag.com/pro-tip/cfm-definition to learn more.

**Theoretical Peak CFM: Figure derived by assuming the highest single-point measurement obtained during testing would apply to the overall airflow volume calculation. This figure is published by some other brands of blowers as their default "CFM" measurement.

***Engine power levels as rated by the manufacturer. All models subject to availability.



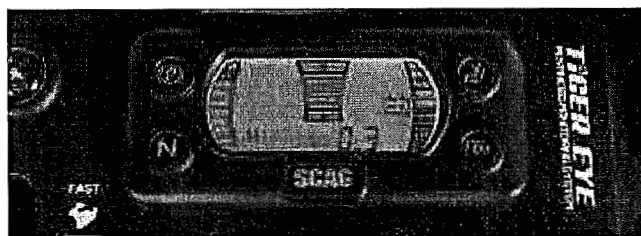
Ergonomic drive-control-lever design provides incredible ease of use.



Easy-to-reach, full-featured instrument panel for easy viewing and operation.



Removable cushion and lower panel allow quick and easy service access, while a spacious operator platform with coil-spring suspension provides a smooth ride.



The Tiger Eye™ Advanced Monitoring System keeps a constant, real-time "eye" on important system functions of your Windstorm. The system features blue backlighting for low-light conditions, yet has high-contrast visibility in full sunlight. IP67-rated water- and dustproof with a scratch-resistant lens for worry-free performance in any conditions.

Systems monitored*: Operator presence, PTO and parking brake circuits; safety interlock module, hour meter and volt meter/charging system.

An optional Air Filter Service Indicator accessory is available.

*Systems monitored may vary by engine.

SCAG
POWER EQUIPMENT

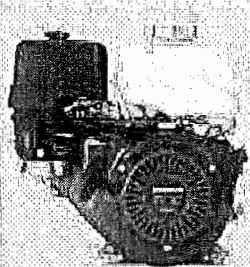
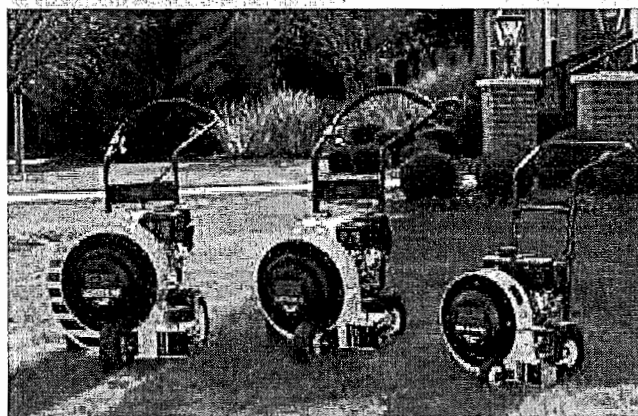
WHEELED BLOWERS



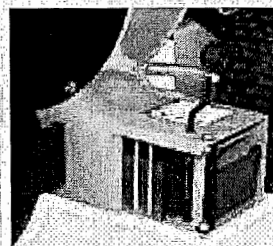
WHEELED BLOWERS CLEAR THE WAY

Ready to roll when you are, nimble and powerful Scag® Wheeled Blowers clear leaves and other debris away with ease and efficiency. Easily transportable to wherever a job takes you, these low-maintenance blowers run smoothly and dependably on any surface. Depending on your needs, choose from three different CFM outputs to get the job done—and show leaves what you're made of.

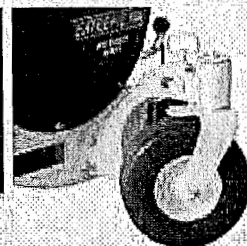
Extreme Pro shown. Actual product may differ from photos.



HONDA ENGINE



LBX15 shown



For Extreme and Extreme Pro only.

DISCHARGE CHUTE

SWIVEL WHEEL KIT

- Heavy-duty construction for dependable strength and long life.
- Impeller is dynamically balanced for smooth operation and optimum performance.
- A 2° blower tilt at discharge gets airflow under leaves without losing ground clearance.
- Comfortable Sure-Grip foam wraps around tubular-steel, iso-mounted handles.
- Heavy-duty, 3/4" solid-steel axles.
- Tie-down bracket and lift handle (Extreme™ and Extreme Pro™)
- Engine features low-oil shutoff.
- Proven Honda® engines on the Extreme and Extreme Pro.
 - Powerful and quiet with low fuel consumption and low emissions.
 - Precision-balanced engine provides exceptionally smooth performance.
- Commercial-grade, all-steel, mechanical throttle control features a plastic debris cover for worry-free performance.
- Large discharge openings are positioned only 2" off the ground for better debris lifting.
 - Front- or side-discharge adjustment via a simple lever.
 - Extreme and Extreme Pro also have an adjustable discharge angle via a remote lever on the handlebar.
- Front Swivel Wheel accessory is available to add even easier maneuverability for Extreme and Extreme Pro models.

CLASSIC™

EXTREME™

EXTREME PRO™

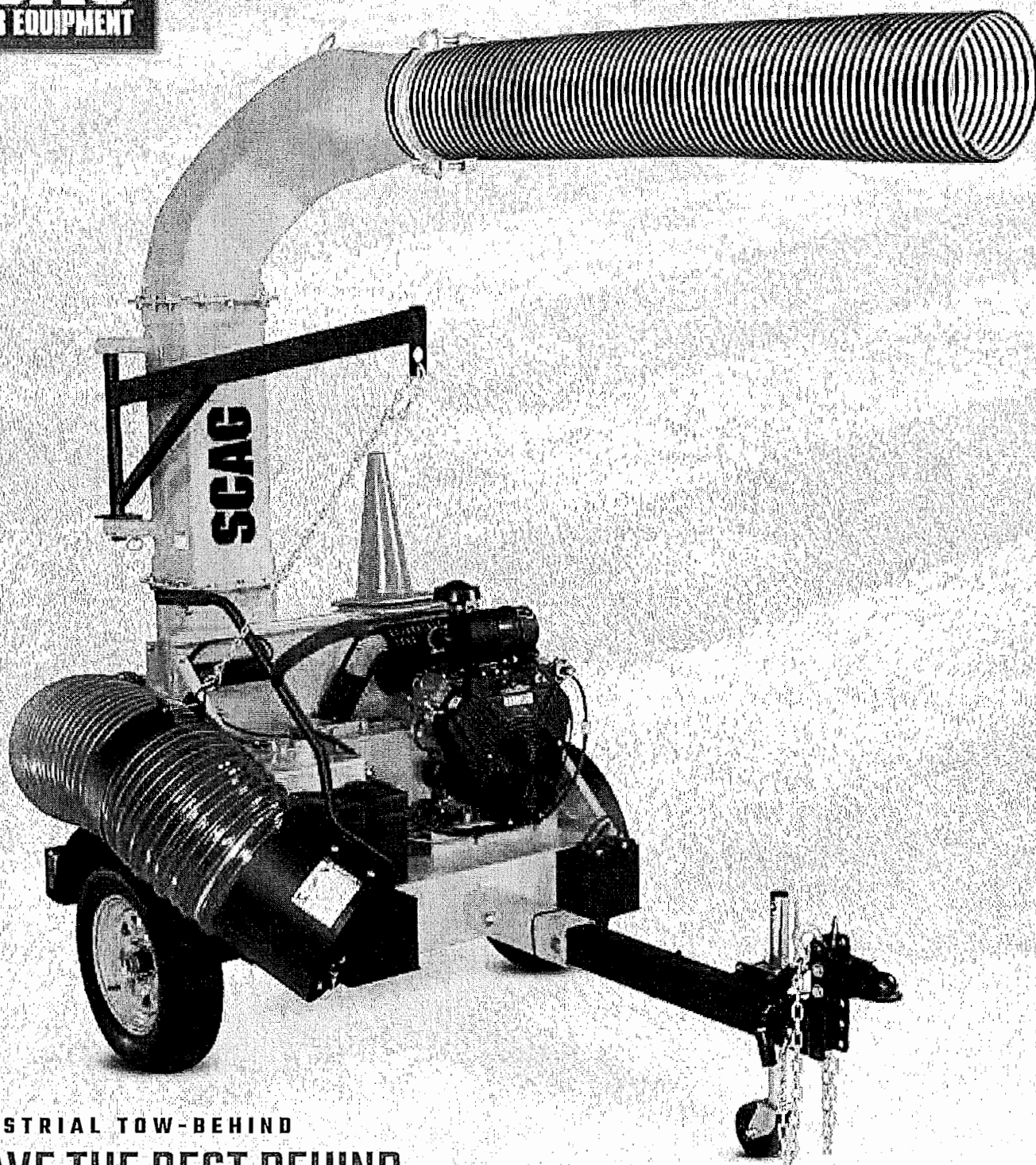
Model	LBX15-BS950	LBX15-GX270	LBXP17-GX390
Engine	Briggs & Stratton® BS950	Honda® GX270	Honda® GX390
HP*	6.5	8.5	11.7
CFM Output	1,392	2,293	2,824
Frame Construction	All-steel, welded 10-gauge		
Impeller	15", 4-blade, welded steel	15", 6-blade, welded steel	17", 6-blade, welded steel
Impeller Mounting	Keyed crankshaft, bolt with thread-lock	Tapered locking hub	
Vibration Control	4-point iso-mount handlebar	8-point iso-mount handlebar	
Discharge Control	Front/Side	Front/Side, remote angle adjustment	
Front Wheel	1.5" x 6" flat-free tire	9" x 3.5" pneumatic tire	4.10 x 3.5" pneumatic tire
Rear Wheels	4.10 x 3.5" pneumatic Turf Safe tires		13" x 5"-6" pneumatic Turf Safe tires
Warranty	1-Year Commercial; 2-Year Non-Commercial; 90-Day Rental	2-Year Commercial; 2-Year Non-Commercial; 90-Day Rental	

*Engine power levels as rated by the manufacturer. All models subject to availability.

See full specifications on page 75.

SCAG
POWER EQUIPMENT

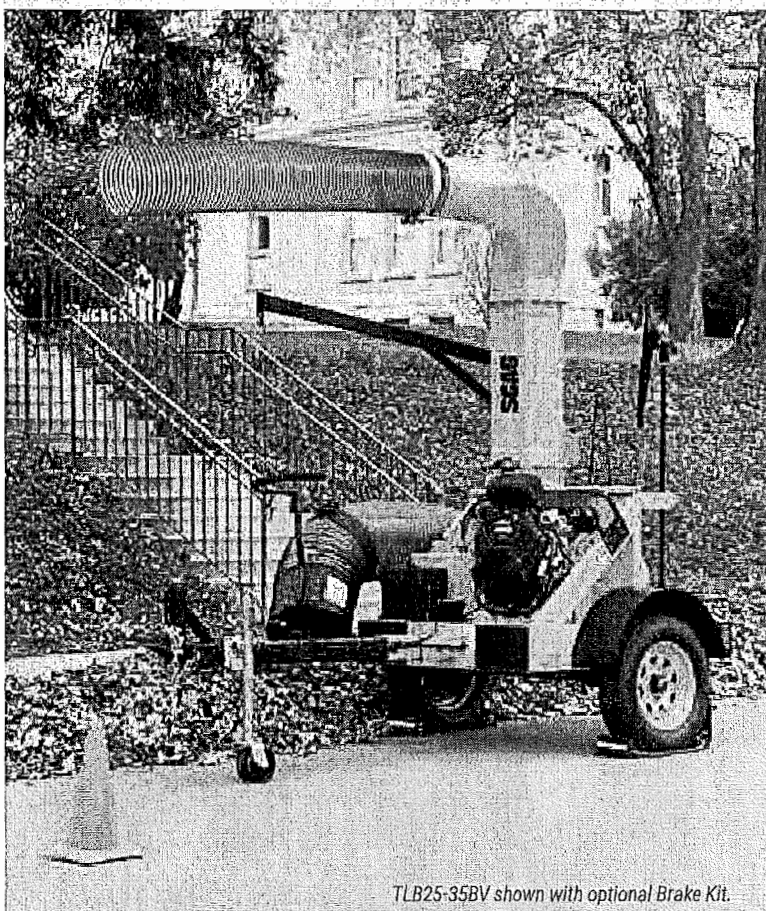
TRUCK LOADERS



INDUSTRIAL TOW-BEHIND
LEAVE THE REST BEHIND

When the best demand the best, it's time for the toughest and most powerful: the Scag® Industrial Tow-Behind Truck Loader. No matter the job—from landscaping and municipal operations to golf courses—this machine features the commercial-grade size and performance needed to get the job done. Leave the rest behind and work with the best.

TLB25-35BV shown. Actual product may differ from photos.



TLB25-35BV shown with optional Brake Kit.

- 25"-diameter, welded-steel impeller with ½"-thick steel blades.
- Adjustable, commercial-grade hose boom with chain support and spring-pin transport lock.
- Convenient, bolt-in, replaceable ¼"-steel wear liners.
- Reliable electric start (battery and all-weather box included).
- Ambidextrous nozzle handle.
- 4-ply tires with Torflex® (3,500 lb) heavy-duty axles.
- Front swivel jack with wheel and rear stand.
- Height-adjustable 2⅝" ball hitch (TLB25-35BV and TLB25-37CH) or pintle hitch (TLB25-49KBD) standard.
- Standard 3-hole tool rack.
- Highway-ready:*
 - Fenders, safety chains, tail lights, side markers and license plate bracket.
 - Standard Roadside Package (traffic cones and wheel chocks with holders)
- 3-position, adjustable-length trailer tongue on TLB25-35BV and TLB25-37CH models.
- Transport-lock pin secures the intake nozzle to the trailer when not in use.
- Various accessories available.

*Reference your local regulations to ensure compliance.

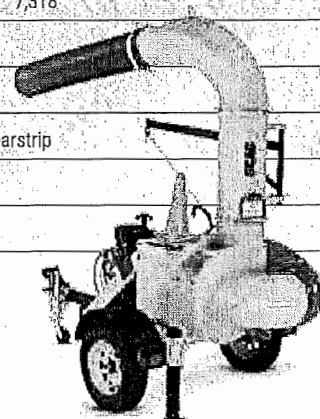
BRIGGS & STRATTON VANGUARD BIG BLOCK

KOHLER COMMAND PRO

KUBOTA DIESEL

Model	TLB25-35BV	TLB25-37CH	TLB25-49KBD
Engine	Briggs & Stratton® Vanguard® BIG BLOCK™, V-Twin, electric start	Kohler® Command PRO®, V-Twin, electric start	Kubota®, 4-cylinder, liquid-cooled, electric start
HP**	35	37	49
Fuel Capacity	8.5 gallons		
CFM Output	6,781	6,909	7,318
Impeller / Housing	25" welded steel, 4 blades in 10.5"-wide housing		
Impeller Mounting	Straight bore		
Hose	84" length, 16"-diameter intake hose; 0.045 blue thermoplastic rubber, wire helix with wearstrip		
Hitch Class Required	10,000 lb		
Accessories	Brake Kit; Light Kit		
Warranty	2-Year Commercial; 2-Year Non-Commercial; 90-Day Rental		

**Engine power levels as rated by the manufacturer. All models subject to availability.



SCAG
POWER EQUIPMENT

TRUCK LOADERS



TOW-BEHIND

IT KEEPS GOING AND GOING

Featuring two engine options and a two-year warranty, the ultra-tough Scag® Tow-Behind Truck Loader delivers peace of mind for operators that need a machine that can keep up with them. Designed firstmost with durability in mind, the Tow-Behind Truck Loader can handle whatever a job throws at it. Simply put, this machine is built to last.

TL20W-29BV shown. Actual product may differ from photos.



- 20"-diameter, welded-steel impeller with $\frac{3}{8}$ "-thick steel blades.
- Adjustable hose boom with chain support and spring-pin transport lock.
- Convenient, bolt-in, replaceable $\frac{1}{4}$ "-steel wear liners.
- Rear access to wear plates and impeller.
- Reliable electric start (battery and all-weather box included).
- Ambidextrous nozzle handle.
- Torflex® (2,000 lb) heavy-duty axles.
- Highway-ready:*
 - Fenders, safety chains, tail lights, side markers and license plate bracket.
 - Optional Roadside Package (traffic cones and wheel chocks with holders).
- Front swivel jack with wheel and rear stand.
- Standard 3-hole tool rack.
- Height-adjustable, 2" ball hitch standard; will also accept a pintle hitch or 2 $\frac{5}{16}$ " ball hitch.
- 3-position, adjustable-length trailer tongue.
- Transport-lock pin secures the intake nozzle to the trailer when not in use.
- Various accessories available.

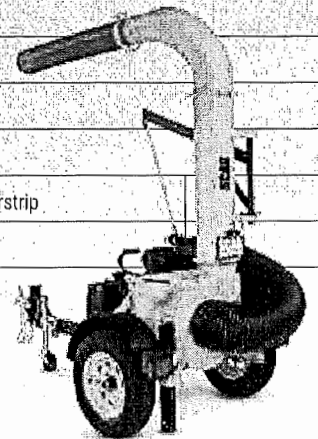
*Reference your local regulations to ensure compliance.

KOHLER ELECTRONIC FUEL INJECTION

BRIGGS & STRATTON VANGUARD BIG BLOCK

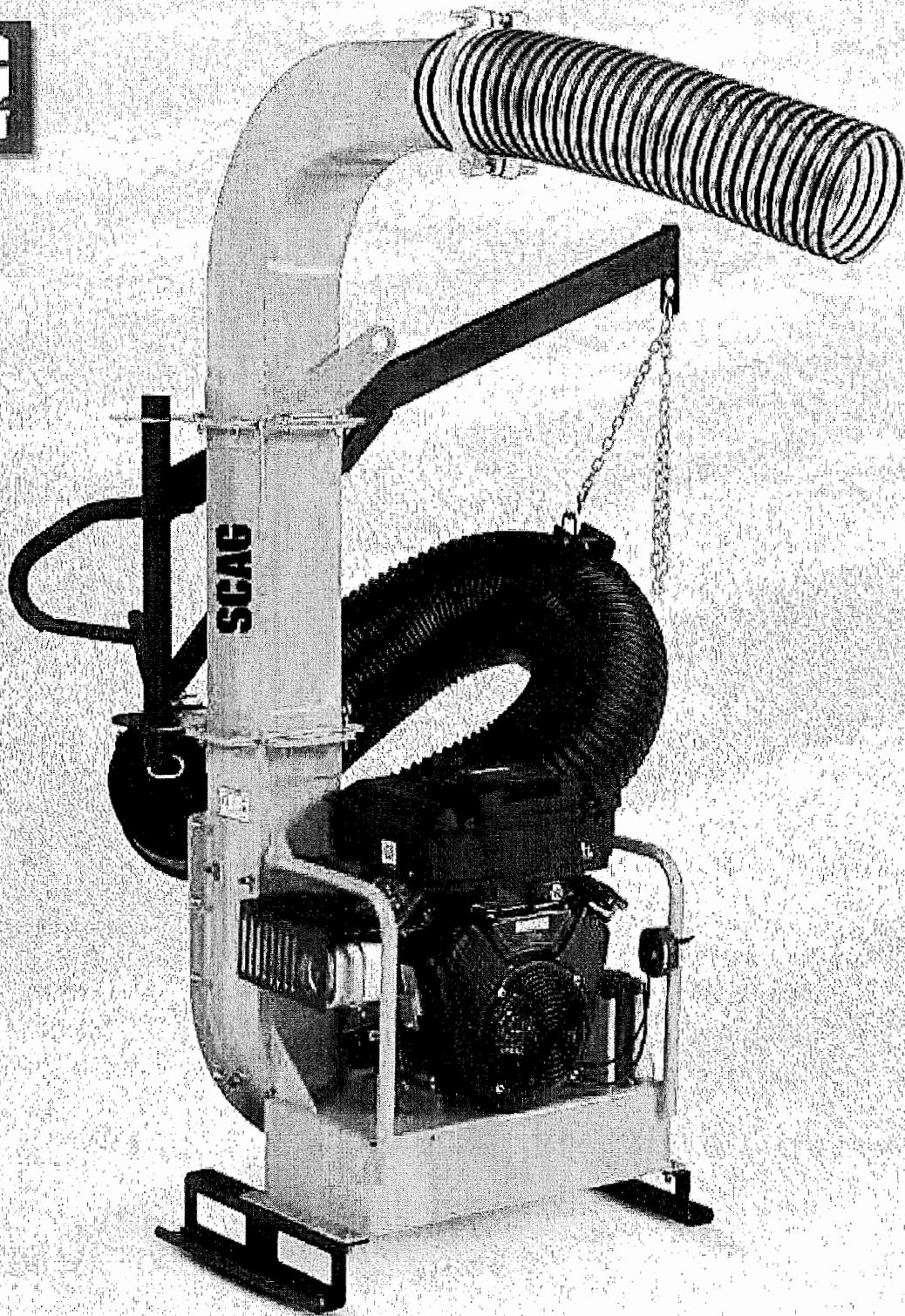
Model	TL20W-26CH-EFI	TL20W-29BV
Engine	Kohler® Command PRO® EFI, V-Twin, electric start	Briggs & Stratton® Vanguard® BIG BLOCK™, V-Twin, electric start
HP**	26.5	29
Fuel Capacity	5.5 gallons	
CFM Output	4,680	
Impeller / Housing	20" welded steel, 4 blades in 7.5" wide housing	
Impeller Mounting	Tapered locking hub	
Hose	120" length, 12"-diameter intake hose; 0.045 black thermoplastic rubber, wire helix with wearstrip	
Accessories	Brake Kit; Roadside Package (traffic cones & wheel chocks with holders); Light Kit	
Warranty	2-Year Commercial; 2-Year Non-Commercial; 90-Day Rental	

**Engine power levels as rated by the manufacturer. All models subject to availability.



SCAG
POWER EQUIPMENT

TRUCK LOADERS

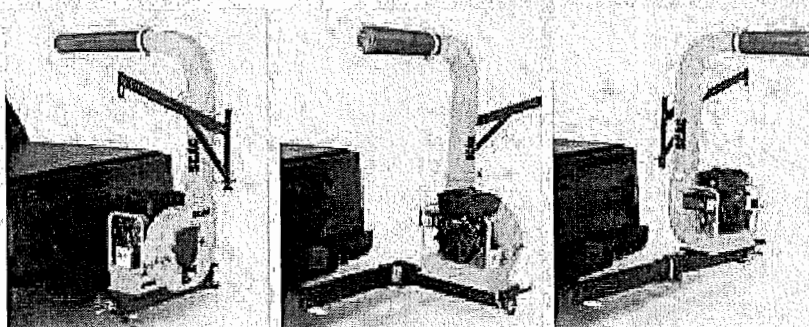
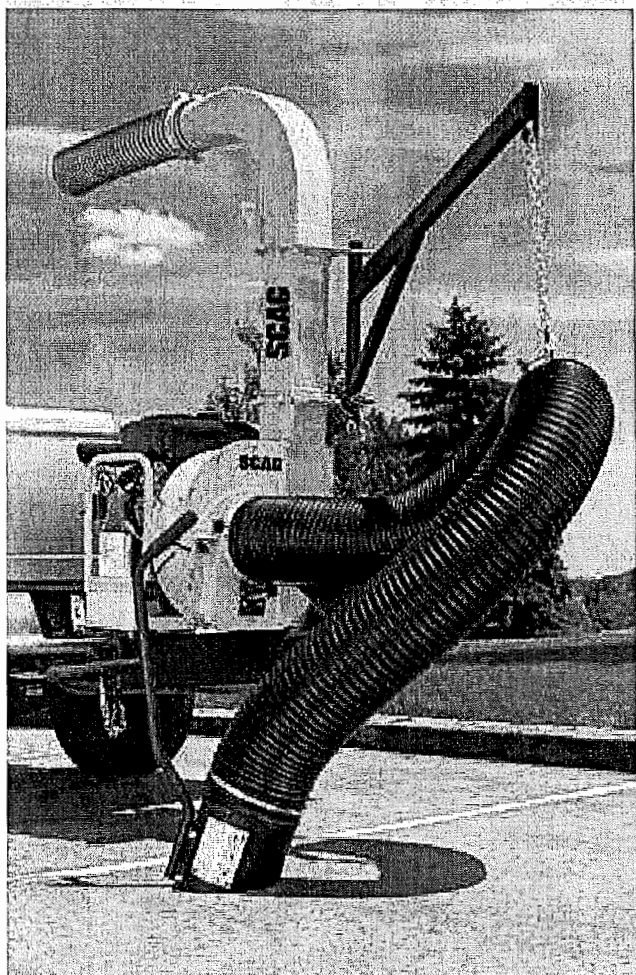


SKID-MOUNT

STAND YOUR GROUND

Known for their durability, Scag® Skid-Mount Truck Loaders don't quit. Increasing uptime and productivity with industry-leading reliability, they're manufactured with robust, heavy-duty components to handle the toughest jobs—keeping your operation going for the long haul.

TLS20-18BV shown. Actual product may differ from photos.



TLS20-18BV shown with swing-away TL Hitch-Mount accessory.

- Heavy-duty, all-steel, welded construction.
- 20"-diameter, welded-steel impeller with $\frac{3}{8}$ "-thick steel blades.
- Replaceable, $\frac{1}{4}$ " wear liners in blower housing.
- Easy rear access to wear plates and impeller.
- Reliable electric start (battery included).
- Adjustable hose boom and spring-pin transport lock.
- Ambidextrous nozzle handle.
- Comes standard with 4" skid risers; swing-away Hitch-Mount option available (TLS20-18BV).
- Stack Extension accessory offers customization to better fit your personal setup.
- Quick-detach hose for quick and easy transport, storage and cleaning.
- Transport-lock pin secures the intake nozzle to the loader when not in use.
- Optional Light Kit available.

SKID-MOUNT

INDUSTRIAL SKID-MOUNT

Model	TLS20-18BV	TLS20W-29BV
Engine	Briggs & Stratton® Vanguard®, V-Twin, electric start	Briggs & Stratton® Vanguard® BIG BLOCK®, V-Twin, electric start
HP*	18	29
Fuel Capacity	1.75 gallons	5.5 gallons
CFM Output	3,075	4,680
Impeller / Housing	20" welded steel, 4 blades in 6"-wide housing	20" welded steel, 4 blades in 7.5"-wide housing
Impeller Mounting	Tapered locking hub	
Hose	120" length, quick-detach, 10"-diameter intake hose; 0.045 black	120" length, quick-detach, 12"-diameter intake hose; 0.045 black
Accessories	Swing-away TL Hitch-Mount accessory (Class III hitch or heavier required); Light Kit; Stack Extension	Light Kit; Stack Extension
Warranty	2-Year Commercial; 2-Year Non-Commercial; 90-Day Rental	

**Engine power levels as rated by the manufacturer. All models subject to availability.*

SPECIFICATIONS



TURF TIGER II™

MODEL NUMBER	DECK WIDTH	HP*	ENGINE
STTII-52V-25CH-LP-EFI	52"	25	Kohler® Command PRO® LP – propane-powered, electronic fuel injection
STTII-52V-31BV		31	Briggs Vanguard® BIG BLOCK™
STTII-61V-25CH-LP-EFI	61"	25	Kohler® Command PRO® LP – propane-powered, electronic fuel injection
STTII-61V-25KBD		25	Kubota® – 3-cylinder, diesel-powered
STTII-61V-31BV		31	Briggs Vanguard® BIG BLOCK™
STTII-61V-31DFI		31	Kawasaki® – digital fuel injection, liquid-cooled
STTII-61V-40BV-EFI	72"	40	Briggs Vanguard® BIG BLOCK™ – electronic fuel injection
STTII-72V-25KBD		25	Kubota® – 3-cylinder, diesel-powered
STTII-72V-31DFI		31	Kawasaki® – digital fuel injection, liquid-cooled
STTII-72V-40BV-EFI		40	Briggs Vanguard® BIG BLOCK™ – electronic fuel injection



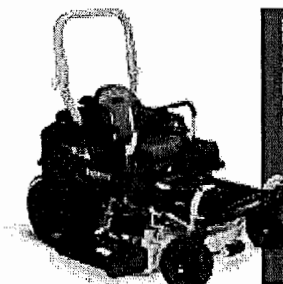
CHEETAH II™

SCZII-61V-37BV-EFI	61"	37	Briggs Vanguard® BIG BLOCK™ – electronic fuel injection
SCZII-61V-38FX-EFI		38	Kawasaki® FX – electronic fuel injection
SCZII-61RD-38FX-EFI		38	Kawasaki® FX – electronic fuel injection
SCZII-72V-37BV-EFI	72"	37	Briggs Vanguard® BIG BLOCK™ – electronic fuel injection
SCZII-72V-38FX-EFI		38	Kawasaki® FX – electronic fuel injection



TIGER CAT II™

STCII-48V-22FX	48"	22	Kawasaki® FX
STCII-52V-26FT-EFI	52"	26	Kawasaki® FT – electronic fuel injection
STCII-52V-28BV-EFI		28	Briggs Vanguard® BIG BLOCK™
STCII-61V-26FT-EFI	61"	26	Kawasaki® FT – electronic fuel injection
STCII-61V-32BV		32	Briggs Vanguard® BIG BLOCK™



PATRIOT™

SPZ-52H-22FX	52"	22	Kawasaki® FX – V-twin
SPZ-52H-23CV		23	Kohler® Command PRO® – V-twin
SPZ-52H-26BV		26	Briggs Vanguard® – V-twin
SPZ-61H-23FX	61"	23	Kawasaki® FX – V-twin
SPZ-61H-25CV		25	Kohler® Command PRO® – V-twin
SPZ-61H-26BV		26	Briggs Vanguard® – V-twin



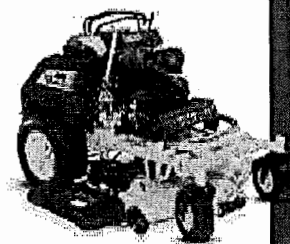
FREEDOM Z™

SFZ-48H-24KT	48"	24	Kohler® 7000 Series – V-Twin
SFZ-52H-26KT	52"	26	Kohler® 7000 Series – V-Twin



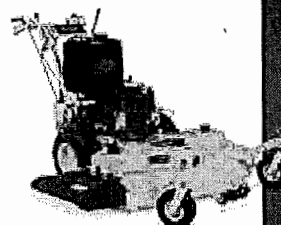
LIBERTY® Z

MODEL NUMBER	DECK WIDTH	HP*	ENGINE
SZL-36H-18FR	36"	18	Kawasaki® FR – V-twin
SZL-36H-20KT		20	Kohler® 7000 series – V-twin
SZL-42H-22KT	42"	22	Kohler® 7000 series – V-twin
SZL-48H-22KT	48"	22	Kohler® 7000 series – V-twin
SZL-52H-23FR	52"	23	Kawasaki® FR – V-twin
SZL-61H-24FR	61"	26	Kawasaki® FR – V-twin



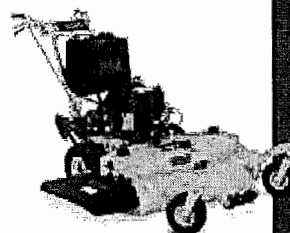
V-RIDE® II™

SVRII-32A-16FX	32"	16	Kawasaki® FX – V-twin
SVRII-36A-19FX	36"	19	Kawasaki® FX – V-twin
SVRII-48V-22FX	48"	22	Kawasaki® FX – V-twin
SVRII-52V-26FT-EFI	52"	26	Kawasaki® FT – electronic fuel injection
SVRII-52V-37BV-EFI		37	Briggs Vanguard® BIG BLOCK™ – electronic fuel injection
SVRII-61V-38FX-EFI	61"	38	Kawasaki® FX – V-twin – electronic fuel injection
SVRII-61V-40BV-EFI		40	Briggs Vanguard® BIG BLOCK™ – electronic fuel injection



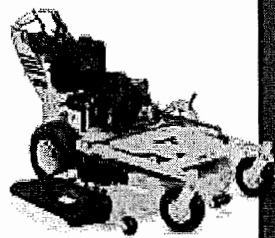
SWZ

SWZ-36A-14FS	36"	14	Kawasaki® FS – V-twin
SWZ-48V-15FSE	48"	15	Kawasaki® FS – V-twin, electric-start
SWZ-52V-18FSE	52"	18	Kawasaki® FS – V-twin, electric-start
SWZL-52V-22FSE		22	Kawasaki® FS – V-twin, electric-start
SWZL-61V-22FSE	61"	22	Kawasaki® FS – V-twin, electric-start



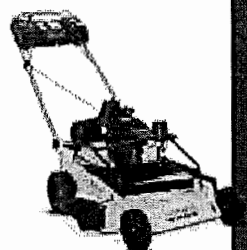
SW

SW-32-14FS	32"	14	Kawasaki® FS – V-Twin
SW-36A-14FS	36"	14	Kawasaki® FS – V-Twin
SW-48V-14FS	48"	14	Kawasaki® FS – V-Twin
SW-52V-15FS	52"	15	Kawasaki® FS – V-Twin



SWZT

SWZT-36H-14FS	36"	14	Kawasaki® FS – V-Twin
SWZT-48H-15FSE	48"	15	Kawasaki® FS – V-Twin, electric-start
SWZT-52H-18FSE	52"	18	Kawasaki® FS – V-Twin, electric-start
SWZT-61H-22FSE	61"	22	Kawasaki® FS – V-Twin, electric-start



SFC

SFC-30-7CV	30"	7	Kohler® Command PRO® CV224
SFC-30-7CV-CA		7	Kohler® Command PRO® CV224 (California)
SFC-30-7CV-S (front swivel wheels)		7	Kohler® Command PRO® CV224
SFC-30-7CV-S-CA (front swivel wheels)		7	Kohler® Command PRO® CV224 (California)

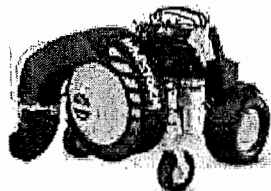
SCAG
POWER EQUIPMENT

SPECIFICATIONS



TURF STORM™	Model	STS60-21BV
	Total Fuel Capacity	5 gallons; features large filler neck, fuel gauge
	Engine	Briggs & Stratton® Vanguard®
	HP*	21
	Drive System Type	Dual hydraulic
	Frame Construction	Stainless steel
	Front Wheels	16" caster tires
	Rear Wheels	20" drive tires
	Liquid Capacity	60 gallons (30 each tank)
	Dry/Granular Capacity	220 lb
	Pumps	Hydro-Gear®: 10 cc
	Motors	Parker 14.5 ci
	Forward Ground Speed	Up to 8.5 mph
	Charging System	50 amp
	Length	67"
	Width (spray booms in)	54"
	Max Width (spray booms out)	82"
	Height	50"
	Weight (dry weight / tanks & hopper empty)	965 lb
	Warranty	2-Year Commercial; 2-Year Non-Commercial; 90-Day Rental; limited warranty coverage against manufacturing defects

*Engine power levels as rated by the manufacturer.
All models subject to availability.


WINDSTORM®

EXTREME PRO™

EXTREME™

CLASSIC™

Model	WS23-37BV-EFI	LBXP17-GX390	LBX15-GX270	LBC15-BS950
Engine	Briggs & Stratton® Vanguard® EFI	Honda® GX390	Honda® GX270	Briggs & Stratton® BS950
HP*	37	11.7	8.5	6.5
CFM Output	Effective CFM: 6,000** Theoretical Peak CFM: 7,500***	2,824	2,293	1,392
Electric Clutch	Ogura GT3.5 (250 ft lb) with SoftStart Electric Clutch Controller	n/a		
Frame Construction	All-steel, welded 10-gauge			
Impeller Construction	All-steel, welded, 8-blade, dynamically balanced	All-steel, welded, 6-blade, dynamically balanced		All-steel, welded, 4-blade, dynamically balanced
Impeller Mounting	Tapered locking hub			Keyed crankshaft, bolt with thread-lock
Impeller Diameter / Width	23" / 8.5"	17" / 4.25"	15" / 4.25"	15" / 3.5"
Housing Construction	All-steel, welded, 12-gauge front and side housing plate and 10-gauge back housing plate	All-steel, welded, 10-gauge front and back housing plates; 12-gauge skirt		
Housing Width	10"	6.0"		4.5"
Blower Tilt Angle	16 degrees of total vertical tilt; 180 degrees of left/right horizontal rotation	2-degree tilt at discharge; allows blower to more effectively get under wet, heavy debris		
Handlebar	n/a	Tubular steel with thick, comfortable foam grip; 3-position, adjustable height		
Vibration Control	n/a	8-point iso-mount handlebar		4-point iso-mount handlebar
Discharge Opening	69 square inches	25.25 square inches		16 square inches
Discharge Control, Front/Side	Nozzle Direction System features a separate auto left/right switch and fine-tune switch for up to 180 degrees of rotation	Quick-lever located near discharge		
Discharge Control, Angle	Located for easy reach from operator's position; up to 16 degrees of vertical tilt adjustment	Discharge angle control via remote lever on handlebar		n/a
Axle	n/a	3/4"-diameter steel		
Front Wheel(s)	13" x 5"-6", flat-free	4.10" x 3.5" pneumatic tire	9" x 3.5" pneumatic tire	1.5" x 6" flat-free tire
Rear Wheels	24" x 9.5"-12", 4-ply	13" x 5"-6" pneumatic Turf Safe tires	4.10" x 3.5" pneumatic Turf Safe tires	
Length	71.50"	52"	56"	43"
Width	51"	30.25"	28"	27"
Weight	943 lb	190 lb	160 lb	105 lb
Warranty	2-Year Commercial; 2-Year Non-Commercial; 90-day Rental	2-Year Commercial; 2-Year Non-Commercial; 90-Day Rental		1-Year Commercial; 2-Year Non-Commercial; 90-Day Rental

* Engine power levels as rated by the manufacturer. All models subject to availability.

** Effective CFM: Calculation obtained by applying accepted engineering methods of measuring overall average airflow volume. This is the default figure published by Scag® for all of its blowers and truck loaders. Learn more at Scag.com/pro-tip/cfm-definition.

*** Theoretical Peak CFM: Figure derived by assuming the highest single-point measurement obtained during testing would apply to the overall airflow volume calculation. This figure is published by some other brands of blowers as their default "CFM" measurement.

TOW-BEHIND

INDUSTRIAL TOW-BEHIND

Model	TL20W-26CH-EFI	TL20W-29BV	TLB25-35BV	TLB25-37CH	TLB25-49KBD
Engine	Kohler® Command PRO® EFI, V-Twin, electric start	Briggs & Stratton® Vanguard® BIG BLOCK™, V-Twin, electric start	Briggs & Stratton® Vanguard® BIG BLOCK™, V-Twin, electric start	Kohler® Command PRO®, V-Twin, electric start	Kubota®, 4-cylinder, liquid-cooled, electric start
HP*	26.5	29	35	37	49
Fuel Capacity / Tank	5.5 gallons / plastic tank with built-in fuel gauge		8.5 gallons / steel tank with built-in fuel gauge		
CFM Output	4,680		6,781	6,909	7,318
Frame Construction	All-steel, welded				
Impeller Construction	4-blade, 3/8"-thick blades, all-steel, welded		4-blade, 1/2"-thick blades, all-steel, welded		
Impeller Mounting	Tapered locking hub		Straight bore		
Impeller Diameter / Width	20" / 6.5"		25" / 9"		
Blower Housing Construction	Removable back panel for easy impeller & wear plate access				
Blower Housing Width	7.5"		10.5"		
Blower Housing Wear Plates	Standard: 1/4" steel, replaceable				
Hose	120" length, 12"-diameter intake hose; 0.045 black thermoplastic rubber, wire helix with wearstrip		84" length, 16"-diameter intake hose; 0.045 blue thermoplastic rubber, wire helix with wearstrip		
Unit Mounting	Hitch: At least Class III rating		Hitch: At least 10,000 lb rating		
Discharge Tube	Clear thermoplastic, 8" diameter				
Throttle Control	Commercial-grade, all-steel mechanicals, plastic debris cover		Commercial-grade, all-steel mechanicals		
Highway Ready**	Yes – optional Roadside Package available		Yes – standard Roadside Package		
Axle	Heavy-duty Dexter Torflex® axle - 2,000 lb		Heavy-duty Dexter Torflex® axle - 3,500 lb		
Tires	205 / 75 R15 highway tires with steel wheels				
Trailer Width	53.5"		66.75"		
Height	110"		121.25"		
Weight	990 lb	1,060 lb	1,700 lb		2,300 lb
Warranty	2-Year Commercial; 2-Year Non-Commercial; 90-Day Rental		2-Year Commercial; 2-Year Non-Commercial; 90-Day Rental		

SKID-MOUNT

INDUSTRIAL SKID-MOUNT

Model	TLS20-18BV	TLS20W-29BV
Engine	Briggs & Stratton® Vanguard®, V-Twin, electric start	Briggs & Stratton® Vanguard® BIG BLOCK™, V-Twin, electric start
HP*	18	29
Fuel Capacity / Tank	1.75 gallons / engine-mounted metal tank	5.5 gallons / plastic tank with built-in fuel gauge
CFM Output	3,075	4,680
Frame Construction	All-steel, welded	
Impeller Construction	4-blade, 3/8"-thick blades, all-steel, welded	
Impeller Mounting	Tapered locking hub	
Impeller Diameter / Width	20" / 5.25"	20" / 6.5"
Blower Housing Construction	Removable back panel for easy impeller & wear plate access	
Blower Housing Width	6"	7.5"
Blower Housing Wear Plates	Standard: 1/4" steel, replaceable	
Hose	120" length, 10"-diameter quick-detach intake hose; 0.045 black	120" length, 12"-diameter quick-detach intake hose; 0.045 black
Unit Mounting	4" steel skid risers	
Discharge Tube	Clear thermoplastic, 7" diameter	Clear thermoplastic, 8" diameter
Throttle Control	Commercial-grade, all-steel mechanicals, plastic debris cover	
Height	74.25" (without skid or hitch mount attached)	75" (without skid mount attached)
Weight	437 lb	675 lb
Warranty	2-Year Commercial; 2-Year Non-Commercial; 90-Day Rental	

*Engine power levels as rated by the manufacturer. All models subject to availability.

**Reference your local regulations to ensure compliance.

WARRANTIES

Since Scag Power Equipment was established in 1983, we've built an industry-wide reputation for producing reliable, heavy-duty commercial equipment. We are proud of the quality of our mowers and their well-earned reputation for durability. The Scag® warranty policy shows our commitment to you and to the products we manufacture. See your local Scag dealer for details on the warranty policy or reference the Limited Warranty Statement included in your operator's manual.

TURF TIGER II, CHEETAH II, TIGER CAT II, V-RIDE II, SWZ & SW WARRANTY

2-YEAR COMMERCIAL MACHINE WARRANTY*

Frame and structural components including oil reservoirs, fittings, oil coolers, electrical switches and clutches, pulleys, hydraulic pumps and wheel motors are covered for two years of commercial use. This warranty covers manufacturing defects for two years, including parts and labor (excludes wear items).

3-YEAR CUTTER DECK SPINDLE WARRANTY*

Velocity Plus™ and Advantage™ Cutter Decks are equipped with the exclusive Scag heavy-duty, cast-iron cutter blade spindle. We ensure our spindle's dependability, not only through its top-quality construction, but also through complete coverage of parts and labor for the first and second years, and parts only for the third year. Applies to commercial and non-commercial use.

3-YEAR OR 500-HOUR NON-COMMERCIAL MACHINE WARRANTY***

Frame and structural components including oil reservoirs, fittings, oil coolers, electrical switches and clutches, pulleys, hydraulic pumps and wheel motors are covered for three years or 500 hours (whichever comes first) of non-commercial use. This warranty covers manufacturing defects for three years or 500 hours (whichever comes first), including parts and labor (excludes wear items).

PATRIOT & SWZT WARRANTY

2-YEAR COMMERCIAL MACHINE WARRANTY*

3-YEAR OR 500-HOUR NON-COMMERCIAL MACHINE WARRANTY***

FREEDOM Z & SFC WARRANTY

1-YEAR COMMERCIAL MACHINE WARRANTY*

3-YEAR OR 500-HOUR NON-COMMERCIAL MACHINE WARRANTY***

LIBERTY Z WARRANTY

5-YEAR OR 750-HOUR NON-COMMERCIAL MACHINE WARRANTY***

TURF STORM SPREADER-SPRAYER, TRUCK LOADERS, WINDSTORM, EXTREME PRO BLOWER & EXTREME BLOWER WARRANTY

2-YEAR COMMERCIAL MACHINE WARRANTY*

Frame and structural components including frame, blower housing, oil reservoirs, fittings, oil coolers, electrical switches and clutches, pulleys, hydraulic pumps and wheel motors (where applicable) are covered for two years of commercial use. This warranty covers manufacturing defects for two years, including parts and labor (excludes wear items).

2-YEAR NON-COMMERCIAL MACHINE WARRANTY***

CLASSIC BLOWER WARRANTY

1-YEAR COMMERCIAL MACHINE WARRANTY*

2-YEAR NON-COMMERCIAL MACHINE WARRANTY***

ALL PRODUCTS

90-DAY WEAR ITEM WARRANTY & RENTAL USE*

Wear items, including drive belts, blades, hydraulic hoses, tires and batteries, and rental use are warranted for 90 days.

ENGINE WARRANTY

Engines and engine components are covered by the individual engine manufacturer. See engine owner's manual for warranty period and details.

* Warranty time periods are from the date of purchase, are only applicable to the original owner and are non-transferable. Warranty does not cover wear items, misuse, abuse, lack of maintenance, etc. See the Limited Warranty Statement in your owner's manual for more details.

** "Non-Commercial" is defined as single-property usage, where the single property is the residence of the owner of the product. If the product is being used on more than the owner's single property, it is deemed commercial use and this warranty does not apply. Scag Power Equipment reserves the right to deny and/or void this warranty if evidence clearly points to commercial use.



SCAG GOLD EXTENDED WARRANTY

Consult with your Scag dealer for information about purchasing the Scag Gold Extended Warranty to protect your investment even longer.



Scag Power Equipment, Division of Metalcraft of Mayville, Inc.
1000 Metalcraft Drive, Mayville, WI 53050



GENUINE SCAG PARTS

Protect your Scag® equipment investment by using only genuine Scag replacement parts. Only genuine Scag parts are designed for an exact fit and to provide maximum performance and reliability. Do not settle for cheap imitations. Insist on genuine Scag replacement parts.



NEXT-DAY EMERGENCY PARTS DELIVERY

AVOID DOWNTIME WITH EXCELLENT DEALER SUPPORT

Scag dealers strive to keep a comprehensive inventory of service parts on hand and ready to meet your needs. We know you need to minimize downtime to make your business profitable. If a needed part is not in stock, Scag Emergency Parts Delivery can get that part to your dealer via next-day air delivery! Ask your dealer for details about this special service.



SCAG FINANCING PROGRAMS

YOUR EQUIPMENT BUDGET CAN GO EVEN FURTHER

We make it easy for you to own "Simply the Best" outdoor power equipment with special financing programs. Your Scag dealer can provide complete information on how to economically put a Scag machine to work for you.

OFFICIAL LAWN MOWER &
DEBRIS MANAGEMENT
EQUIPMENT OF:



PROUD NATIONAL SPONSOR OF:



SIMPLY THE BRAVE:



WE PROUDLY SUPPORT:



Visit Scag.com/company/about-us/ to learn
more about Scag Partnerships.

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p/n 22-23

SCAG.COM



#10

RESOLUTION



Department of Public Works

OFFICIAL MEMORANDUM

TO: Pontiac City Council

FROM: Allen H. Cooley III, Director of Public Works

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: March 21, 2023

RE: **Purchase of Trailers to Haul Mowing equipment**

The Department of Public Works along with the Mayor's office have worked to bring several services back in house at the City of Pontiac. In order to accomplish this goal, we will need additional equipment to support the work within the City.

DPW plans to provide in house grass service for Parks, City grounds and ROW medians throughout the City. We have staffed up as these employees are also used for the Snow removal work that we already brought in house.

The DPW Department is looking to purchase 2-2023 Sure Trac 7' x 18' landscape/utility trailers at a cost of \$10,998.00 These trailers were not the lowest cost but gave the highest weight rating for strength and will be able serve a dual purpose in giving DPW the ability to use them for mowing equipment and also future equipment purchased.

This equipment will be purchase out of ARPA funds that the Pontiac City Council has allocated.

After review of 3 different trailer manufactures it is the recommendation of the Department of Public Works that the Pontiac City Council approves the purchase of said trailers from U.S.27 Motorsports & Trailers

WHEREAS, the City of Pontiac DPW will purchase trailers needed for carrying lawn mowing equipment.

WHEREAS, it is necessary to have this equipment to properly in house mowing operations.

NOW, THEREFORE IT IS RESOLVED:

WHEREAS, the Pontiac City Council authorizes the DPW Director to purchase needed mowing equipment from U.S.27 Motorsports & Trailers for a cost of \$10,998.00.

U.S.27 MOTORSPORTS & TRAILERS

5301 N. U.S. 27 HWY
ST. JOHNS MI 48879
989-224-8874

Vincente Jimenez

Buyer's Order

Date
Deal No.
Salesperson Chandler Wright
Lienholder NONE

48341

H 248-758-3930 W

C 248-758-3930

Email vjimenez@pontiac.mi.us

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2023	SURE-TRAC	7X18 TTOP 7K TAN	5JW1U1824P1374713	NB281	\$5,499.00
New	2023	SURE-TRAC	7X18 TTOP 7K TAN	5JW1U182XP1378846	NC16	\$5,499.00

Options:

Dealer Unit Price	\$10,998.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$0.00
Dealer Prep	\$0.00

Notes:

Trade Information

Cash Price	\$10,998.00
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$10,998.00
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$0.00
Sub Total (Net Sale + Other Charges)	\$10,998.00
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$10,998.00

Monthly Payment of \$234.57 For 60 Months at 9.99% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

ST TUBE TOP UTILITY - TANDEM AXLE

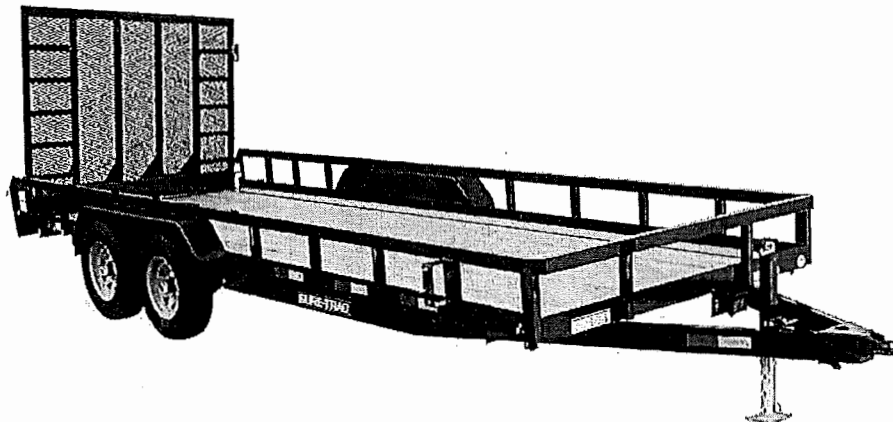
	TA 7' x 14'	TA 7' x 16'	TA 7' x 18'	TA 7' x 20'	TA 7' x 16'	TA 7' x 18'	TA 7' x 20'
Model #	ST8214TAT-B-070	ST8216TAT-B-070	ST8218TAT-B-070	ST8220TAT-B-070	ST8216TAT-B-100	ST8218TAT-B-100	ST8220TAT-B-100
GVWR (lb.)	7000	7000	7000	7000	9900	9900	9900
GAWR (lb. / axle)	3500	3500	3500	3500	5200	5200	5200
Curb Weight	1700	1820	2200	2410	2530	2650	2770
Payload	5300	5180	4800	4590	7370	7250	7130
Frame	3 x 2 x 1/4 Angle		4 x 3 x 1/4 Angle		5 x 3 x 1/4 Angle		
Cross Members	3 x 2 x 3/16 Angle (24" On-Center)						
Top Rail	2 x 2 Square Tube				3 x 2 Tube		
Tongue	4" Channel (A-Frame)				5" Channel (A-Frame)		
Uprights	2 x 2 square Tube						
Coupler	2-5/16" A-Frame Coupler						
Jack	Setback 2K Zinc Plated Jack				Setback 7K Drop Leg Jack		
Fenders	Tread Plate, Double Brake						
Easy Lube Axles	Cambered Brake (Both Axles)				Cambered Brake (Both Axles)		
Suspension	Equalized Leaf Spring						
Tires	205/75R15 LRC				225/75R 15 LRD		
Wheels	15", 5 on 4.5, Radial Tires				15", 6 on 5.5, Radial Tires		
Decking	2 x 6 Pressure Treated Pine						
Lights	All LED Lights						
Electric Plug	7-Way RV-Style Molded Plug						
Finish	Powder Coated High Gloss Black						
Overall Length	215"	239"	263"	287"	239"	263"	287"
Bed Length	168"	192"	216"	240"	192"	216"	240"
Bed Width	81.5"	81.5"	81.5"	81.5"	81.5"	81.5"	81.5"
Deck Height	18"	18"	18"	18"	19.5"	19.5"	19.5"
Coupler Height	16"	16"	16"	16"	17"	17"	17"
Gate	2 x 2 Tube, Mesh Covered, Full-Width Spring Assist Ramp Gate with Handle				Reinforced (Ladder Style)		

10K MODELS

INCLUDE SETBACK 7K DROP LEG JACK, 3" X 2" TUBE TOP RAIL AND LADDER REINFORCED GATE

TUBE TOP UTILITY - TANDEM AXLE STANDARD FEATURES

13" Tall Sides 2" x 2" Tube Top Rail (7K Models) 3" x 2" Tube Top Rail (10K Models) Tube Uprights 2-5/16" A-Frame Coupler 7-Way RV-Style Molded Plug Breakaway Switch with Battery Wiring Enclosed in Tubular Steel Setback 2K Zinc Plated Jack (7K Models) Setback 7K Drop Leg Jack (10K Models)	Fold-Flat HD Ramp Gate with Handle Fold-Flat HD Reinforced (Ladder Style) Ramp Gate with Handle (10K Models) Spring-Assisted Rear Ramp Gate Self-Retained Gate Pins Tread Plate Fenders Brakes on Both Axles Easy Lube Hubs 15" Radial Tires Silver Wheels	Wheel Assembly, 205 75R15 LRC (7K Models) Wheel Assembly, 225 75R15 LRD (10K Models) Powder Coat Finish Pressure Treated 2" x 6" Decking Front and Rear Board Retainers Stake Pockets Spare Tire Carrier All LED Lights
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#11

RESOLUTION



Department of Public Works

OFFICIAL MEMORANDUM

TO: Pontiac City Council

FROM: Allen H. Cooley III, Director of Public Works

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: March 21, 2023

RE: **RCOC Traffic Signal Agreement for 5 Locations**

The City of Pontiac has approved a contract with MDOT for Auburn Rd Signal Modernization and addition of new High Intensity Activated Crosswalk System (HAWK) and Rectangular Rapid Flash Beacon (RRFB) system for crosswalks.

These new sites on Auburn Ave. @ 30ft E of Astor, @ Jesse, @ 125' W of Carriage Circle, @ 450' W of Paddock and @ St. Francis.

Each traffic signal within the City has its own agreement for operation and maintenance by Road Commission for Oakland County (RCOC)

It is the recommendation of the Department of Public Works, Engineering Division, that this City sign the attached RCOC traffic signal agreements for new Auburn Ave Traffic Signals at Astor, Jesse, Carriage Circle, Paddock and St. Francis

WHEREAS, The City of Pontiac has entered into a contract with Michigan Department of Transportation, to install the devises and;

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

WHERAS, the O&M costs are budgeted in the 2022/2023 Fiscal Year Major Street budget,

NOW, THEREFORE

IT IS RESOLVED: The Pontiac City Council authorizes the Director of Public Works to sign the 5 RCOC Traffic Signal Agreements for Auburn Ave.

**STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

Type of Work: Traffic Signal Installation and Maintenance

Location: Auburn Road at Jessie Street RRFB

Signal No: 1585

Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, removal, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioners of the County of Oakland.) Invoices for costs are to be billed monthly by the Road Commission for Oakland County ("RCOC").

DIVISION OF COSTS

AGENCY	Percent	INSTALLATION	MAINTENANCE
		Estimated Cost	Percent
City of Pontiac	100 %	\$ Permit	100 %
Total	100 %	\$ Permit	100 %

It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("BILLINGS"). The RCOC will pay the invoices for the BILLINGS and subsequently invoice the CITY OF PONTIAC seeking reimbursement for payment of the BILLINGS pursuant to the division of costs stated above. The RCOC's payment of the BILLINGS shall be included as maintenance costs on the RCOC invoice to the CITY OF PONTIAC.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the RCOC. The CITY OF PONTIAC is the agency responsible for the costs related to installation. The CITY OF PONTIAC is the agency responsible for participating in maintenance costs, and the RCOC will invoice the CITY OF PONTIAC for the maintenance costs pursuant to the division of costs stated above.

CITY OF PONTIAC shall pay all RCOC invoices within 30 days of the date of the invoice.

Each party to this agreement will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the agreement, as provided by this agreement or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This agreement 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 agreement.

In the event the traffic control device referred to in this agreement is located on a road or street that is under the jurisdiction of the RCOC and by virtue of this agreement will be maintained by an agency other than the RCOC, then and in that event the said agency hereby acknowledges that it is undertaking the RCOC's duty to maintain the said traffic control device, further agrees to provide insurance coverage protecting the RCOC, and further agrees to provide a Certificate of Insurance acceptable to the RCOC upon the agency's execution of this agreement.

This agreement is terminable on thirty days written notice by any party. The CITY OF PONTIAC shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:
ROAD COMMISSION FOR OAKLAND COUNTY

Date _____

By _____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

APPROVED:
CITY OF PONTIAC

Date _____

By _____

Title of Authorized Official

*Certified copy of resolution must be submitted with this form for new installations.

**STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

Type of Work: Traffic Signal Installation and Maintenance

Location: Auburn Road 30 feet east of Astor Street RRFB

Signal No: 1587

Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, removal, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioners of the County of Oakland.) Invoices for costs are to be billed monthly by the Road Commission for Oakland County ("RCOC").

DIVISION OF COSTS

AGENCY	Percent	INSTALLATION	MAINTENANCE
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City of Pontiac	100 %	\$ Permit	100 %
Total	100 %	\$ Permit	100 %

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APPROVED:
ROAD COMMISSION FOR OAKLAND COUNTY

Date _____

By _____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

APPROVED:
CITY OF PONTIAC

Date _____

By _____

Title of Authorized Official

**STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

Type of Work: Traffic Signal Installation and Maintenance

Location: Auburn Road, 125 feet west of Carriage Circle Drive HAWK signal

Signal No: 1588

Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, removal, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioners of the County of Oakland.) Invoices for costs are to be billed monthly by the Road Commission for Oakland County ("RCOC").

DIVISION OF COSTS

AGENCY	Percent	INSTALLATION	MAINTENANCE
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City of Pontiac	100 %	\$ Permit	100 %
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It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("BILLINGS"). The RCOC will pay the invoices for the BILLINGS and subsequently invoice the CITY OF PONTIAC seeking reimbursement for payment of the BILLINGS pursuant to the division of costs stated above. The RCOC's payment of the BILLINGS shall be included as maintenance costs on the RCOC invoice to the CITY OF PONTIAC.

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This agreement is terminable on thirty days written notice by any party. The CITY OF PONTIAC shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:
ROAD COMMISSION FOR OAKLAND COUNTY

APPROVED:
CITY OF PONTIAC

Date _____

Date _____

By _____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

By _____

Title of Authorized Official

*Certified copy of resolution must be submitted with this form for new installations.

**STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

Type of Work: Traffic Signal Installation and Maintenance

Location: Auburn Road, 450' west of Paddock Street RRFB

Signal No: 1584

Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, removal, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioners of the County of Oakland.) Invoices for costs are to be billed monthly by the Road Commission for Oakland County ("RCOC").

DIVISION OF COSTS

AGENCY	Percent	INSTALLATION	MAINTENANCE
		Estimated Cost	Percent
City of Pontiac	100 %	\$ Permit	100 %
Total	100 %	\$ Permit	100 %

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This agreement is terminable on thirty days written notice by any party. The CITY OF PONTIAC shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:
ROAD COMMISSION FOR OAKLAND COUNTY

Date _____

By _____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

APPROVED:
CITY OF PONTIAC

Date _____

By _____

Title of Authorized Official

**STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

Type of Work: Traffic Signal Installation and Maintenance

Location: Auburn Road at Francis Street RRFB

Signal No: 1586

Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, removal, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioners of the County of Oakland.) Invoices for costs are to be billed monthly by the Road Commission for Oakland County ("RCOC").

DIVISION OF COSTS

AGENCY	Percent	INSTALLATION	MAINTENANCE
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City of Pontiac	100 %	\$ Permit	100 %
Total	100 %	\$ Permit	100 %

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CITY OF PONTIAC shall pay all RCOC invoices within 30 days of the date of the invoice.

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APPROVED:
ROAD COMMISSION FOR OAKLAND COUNTY

APPROVED:
CITY OF PONTIAC

Date _____

Date _____

By _____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

By _____

Title of Authorized Official

*Certified copy of resolution must be submitted with this form for new installations.

#10

RESOLUTION



Department of Public Works

OFFICIAL MEMORANDUM

TO: Pontiac City Council

FROM: Allen H. Cooley III, Director of Public Works

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: March 21, 2023

RE: **Purchase of Trailers to Haul Mowing equipment**

The Department of Public Works along with the Mayor's office have worked to bring several services back in house at the City of Pontiac. In order to accomplish this goal, we will need additional equipment to support the work within the City.

DPW plans to provide in house grass service for Parks, City grounds and ROW medians throughout the City. We have staffed up as these employees are also used for the Snow removal work that we already brought in house.

The DPW Department is looking to purchase 2-2023 Sure Trac 7' x 18' landscape/utility trailers at a cost of \$10,998.00. These trailers were not the lowest cost but gave the highest weight rating for strength and will be able to serve a dual purpose in giving DPW the ability to use them for mowing equipment and also future equipment purchased.

This equipment will be purchased out of ARPA funds that the Pontiac City Council has allocated.

After review of 3 different trailer manufacturers it is the recommendation of the Department of Public Works that the Pontiac City Council approves the purchase of said trailers from U.S.27 Motorsports & Trailers.

WHEREAS, the City of Pontiac DPW will purchase trailers needed for carrying lawn mowing equipment.

WHEREAS, it is necessary to have this equipment to properly in house mowing operations.

NOW, THEREFORE IT IS RESOLVED:

WHEREAS, the Pontiac City Council authorizes the DPW Director to purchase needed mowing equipment from U.S.27 Motorsports & Trailers for a cost of \$10,998.00.

U.S.27 MOTORSPORTS & TRAILERS

5301 N. U.S. 27 HWY
ST. JOHNS MI 48879
989-224-8874

Vincente Jimenez

Buyer's Order

Date
Deal No.
Salesperson Chandler Wright
Lienholder NONE

48341

H 248-758-3930 W

C 248-758-3930

Email vjimenez@pontiac.mi.us

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2023	SURE-TRAC	7X18 TTOP 7K TAN	5JW1U1824P1374713	NB281	\$5,499.00
New	2023	SURE-TRAC	7X18 TTOP 7K TAN	5JW1U182XP1378846	NC16	\$5,499.00

Options:

Dealer Unit Price	\$10,998.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$0.00
Dealer Prep	\$0.00

Notes:

Cash Price	\$10,998.00
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$10,998.00
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$0.00
Sub Total (Net Sale + Other Charges)	\$10,998.00
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$10,998.00

Trade Information

Monthly Payment of \$234.57 For 60 Months at 9.99% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

ST TUBE TOP UTILITY - TANDEM AXLE

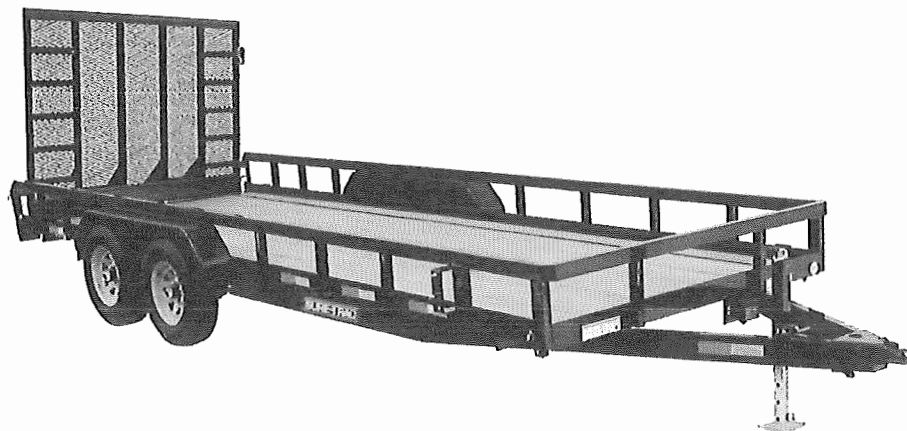
	TA 7' x 14'	TA 7' x 16'	TA 7' x 18'	TA 7' x 20'	TA 7' x 16'	TA 7' x 18'	TA 7' x 20'
Model #	ST8214TAT-B-070	ST8216TAT-B-070	ST8218TAT-B-070	ST8220TAT-B-070	ST8216TAT-B-100	ST8218TAT-B-100	ST8220TAT-B-100
GVWR (lb.)	7000	7000	7000	7000	9900	9900	9900
GAWR (lb. / axle)	3500	3500	3500	3500	5200	5200	5200
Curb Weight	1700	1820	2200	2410	2530	2650	2770
Payload	5300	5180	4800	4590	7370	7250	7130
Frame	3 x 2 x 1/4 Angle		4 x 3 x 1/4 Angle		5 x 3 x 1/4 Angle		
Cross Members	3 x 2 x 3/16 Angle (24" On-Center)						
Top Rail	2 x 2 Square Tube				3 x 2 Tube		
Tongue	4" Channel (A-Frame)				5" Channel (A-Frame)		
Uprights	2 x 2 square Tube						
Coupler	2-5/16" A-Frame Coupler						
Jack	Setback 2K Zinc Plated Jack				Setback 7K Drop Leg Jack		
Fenders	Tread Plate, Double Brake						
Easy Lube Axles	Cambered Brake (Both Axles)				Cambered Brake (Both Axles)		
Suspension	Equalized Leaf Spring						
Tires	205/75R15 LRC				225/75R 15 LRD		
Wheels	15", 5 on 4.5, Radial Tires				15", 6 on 5.5, Radial Tires		
Decking	2 x 6 Pressure Treated Pine						
Lights	All LED Lights						
Electric Plug	7-Way RV-Style Molded Plug						
Finish	Powder Coated High Gloss Black						
Overall Length	215"	239"	263"	287"	239"	263"	287"
Bed Length	168"	192"	216"	240"	192"	216"	240"
Bed Width	81.5"	81.5"	81.5"	81.5"	81.5"	81.5"	81.5"
Deck Height	18"	18"	18"	18"	19.5"	19.5"	19.5"
Coupler Height	16"	16"	16"	16"	17"	17"	17"
Gate	2 x 2 Tube, Mesh Covered, Full-Width Spring Assist Ramp Gate with Handle				Reinforced (Ladder Style)		

10K MODELS

INCLUDE SETBACK 7K DROP LEG JACK, 3" X 2" TUBE TOP RAIL AND LADDER REINFORCED GATE

TUBE TOP UTILITY - TANDEM AXLE STANDARD FEATURES

13" Tall Sides 2" x 2" Tube Top Rail (7K Models) 3" x 2" Tube Top Rail (10K Models) Tube Uprights 2-5/16" A-Frame Coupler 7-Way RV-Style Molded Plug Breakaway Switch with Battery Wiring Enclosed in Tubular Steel Setback 2K Zinc Plated Jack (7K Models) Setback 7K Drop Leg Jack (10K Models)	Fold-Flat HD Ramp Gate with Handle Fold-Flat HD Reinforced (Ladder Style) Ramp Gate with Handle (10K Models) Spring-Assisted Rear Ramp Gate Self-Retained Gate Pins Tread Plate Fenders Brakes on Both Axles Easy Lube Hubs 15" Radial Tires Silver Wheels	Wheel Assembly, 205 75R15 LRC (7K Models) Wheel Assembly, 225 75R15 LRD (10K Models) Powder Coat Finish Pressure Treated 2" x 6" Decking Front and Rear Board Retainers Stake Pockets Spare Tire Carrier All LED Lights
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#11

RESOLUTION



Council resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$591,004 to account 285-458-977.010-ARPDW – Street Sweepers

WHEREAS, the City of Pontiac was awarded The City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund (SLFRF) under the American Rescue Plan Act (ARPA), and;

WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, the City's Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the Pontiac City Council unanimously approved the Executive Administration's ARPA Program Budget on November 10th, 2022, allocating \$1,000,000 to Pedestrian Enhancements and DPW Support; and,

WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the administration is proposing the purchase of 2 street sweepers to aid the Department of Public Works staff in blight removal, and to reduce sediment collection through stormwater infrastructure; and,

WHEREAS, the following budget amendment reflects funding for the associated costs, and;

WHEREAS, the budget amendment will increase the budgeted appropriations in the amount of \$591,004, representing the purchase of the aforementioned equipment.

NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$591,004 to account 285-458-977.010-ARPDW – Street Sweepers.



OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: April 4th, 2023

RE: **Council resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$591,004 to account 285-458-977.010-ARPDW – Street Sweepers**

In March of 2021, President Biden signed the American Rescue Plan Act into law. This act is meant to provide aid to both state and local governments, and to promote local communities' recovery and revitalization following the impacts of COVID-19. The City of Pontiac was allocated \$37.7 million from the American Rescue Plan Act. The funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19.

In an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City allocated \$5,221,320 to various Department of Public Works projects permissible under the final rules from the United States Treasury. On November 10th, 2022, the Pontiac City Council unanimously approved the Executive Administration's ARPA program budget, allocating \$5,221,320 to this activity, dedicating \$1,000,000 for pedestrian enhancements and the Department of Public works. The objective of the aforementioned resources is to help mitigate the impacts of COVID-19 on the community.

The administration is proposing the purchase of 2 street sweepers to aid the Department of Public Works staff in blight removal, and to reduce sediment collection through stormwater infrastructure. The cost breakdown can be reviewed below.

DPW			
Project Code	Program Expense	Amount	
ARPDW	2 Global M3 Street Sweeper	\$	591,004.00

#12

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Alicia Martin, Purchasing Manager

DATE: March 28, 2023

RE: **Request for Council to Approve Execution of DLZ Proposal for Municipal Engineering Services for 2023-2024 Using the State of Michigan's MiDeal Program – Contract No. 00876**

The Director of the Department of Public Works, Allen H. Cooley, III, searched the State of Michigan MiDeal Cooperative for a Municipal Engineering Service Firm he believes will provide services that are in the City's best interest. DLZ will provide professional engineering services until the City can hire an engineer. The State of Michigan MiDeal Program has conducted the competitive bid process in accordance with Pontiac Code Section 2-523.

According to Pontiac Code Section 2-523, the City may use cooperative purchasing when the Purchasing Agent or the City Council deems it to be in the "best interest of the City." The ordinance further permits that when bids are received through such cooperatives, the advertising and bidding requirements are deemed to have been met.

The service fee for professional engineering services shall not exceed \$75,000 without written consent from the City and approval from City Council. Either party may terminate the agreement upon thirty (30) days' written notice. Ms. Shannon Filarecki, P.E., will be the primary contact and liaison with the City.

WHEREAS, The Purchasing Manager has ensured that participating in a cooperative to obtain professional engineering services is allowed according to Pontiac Code Section 2-523;

WHEREAS, A not-to-exceed amount of \$75,000 has been identified and a purchase order will be issued for this amount to DLZ;

NOW, THEREFORE, BE IT RESOLVED, The Pontiac City Council approves the that the mayor executes the DZL's Proposal for Engineering Services.

AM



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

March 23, 2023

Mr. Al Cooley III
Director of Public Works
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

**Re: Proposal for Municipal Engineering Services for 2023-2024
Using the State of Michigan MiDeal Program**

Dear Mr. Cooley:

DLZ Michigan, Inc. (DLZ), is pleased to submit this proposal to you for providing Municipal Engineering Services to the City of Pontiac (CITY). As you are aware, the State of Michigan operates an extended purchasing program that allows cities to buy goods and services from State contracts. This program has been authorized by the Michigan legislature since 1984. Members of the MiDEAL program benefit directly from the reduced cost of goods and services and indirectly by eliminating the time needed to process bids. DLZ has been selected by the State for design and construction services through the MiDEAL program under Contract No. 00876 (Attached as Exhibit A). We are very proud of our record of service as it relates to cost and performance on the assignments that we have undertaken.

SCOPE OF SERVICES

The CITY has selected DLZ as one of its preferred vendors for Engineering Services. Services will be performed utilizing DLZ's ISID MiDEAL Agreement #00876, dated April 16, 2021. Under this contract, DLZ will be assigned the oversight and management of multiple departmental activities as a supplement to the existing staff. The initial scope of work, as identified below, is expected to include activities within Phase 100-700 of the MiDEAL contract.

Per our discussion, it is our understanding that the CITY is seeking as-needed engineering support services for the Department of Public Works. The proposed services include, at a minimum, the following:

- DLZ will provide the following Municipal Engineering Services to the CITY.
 - Hold office hours in the DPW to support CITY staff in addressing a variety of engineering issues.
 - Attend Staff meetings to support the DPW Director
 - Attend coordination meetings with other consultants to coordinate activities and support the CITY in managing its obligations to support those entities in the projects assigned.
 - Attend pre-development meetings to provide guidance to potential developers.
 - Coordination of review services and issues with the Planning Department.
 - Oversight of design/construction engineering services provided by other consultants for the preparation of construction bid documents for assigned construction projects.
 - Assist the CITY in discussions on infrastructure issues with the Oakland County Water Resources

4494 Elizabeth Lake Rd, Waterford Township, MI 48328 | OFFICE 248.681.7800 | ONLINE WWW.DLZ.COM

Akron Bellefontaine Bridgeville Burns Harbor Chicago Cincinnati Cleveland Columbus Detroit Flint Fort Wayne Indianapolis Joliet
Kalamazoo Lansing Lexington Louisville Madison Melvindale Munster Muskegon Pittsburgh Port Huron Saint Joseph South Bend Toledo
Waterford

Commissioner (OCWRC).

- Assist in the acquisition of easements needed for infrastructure projects.
- Prepare the planning and programming for a Capital Improvement Program for the CITY related to roads and facilities.
- Assist the CITY in the development of Ordinances for protection and preservation of the infrastructure.
- Investigate complaints from residents and prepare a resolution as directed by the CITY.
- Meet with CITY staff and officials to review specific projects and operating procedures.
- Advise CITY officials and staff on technical matters related to the infrastructure and environment.
- Other duties and tasks as assigned by the DPW Director.

In conjunction with the services to be performed above, DLZ will provide evidence of maintaining insurance coverage related to Workers Compensation & Employers Liability, General Liability, Automobile Liability, and Architect Engineer Professional Liability. A copy of the certificate for the insurance coverage to be maintained and confirming the policies upon which the CITY has been named as an added insured is attached as Exhibit B.

PROPOSAL

We are proposing Ms. Shannon Filarecki, P.E. to be the primary contact and liaison with the CITY. Ms. Filarecki has been operating in the industry for almost 30 years and has experience as a director of Public Works. She is familiar with the requirement of Act 51 for road funding including the requirements for submittal of annual reporting, map updates, and asset management plans. Ms. Filarecki will be initially assigned to hold office hours two (2) to three (3) days a week to assess the CITY's needs. Additional support staff within DLZ would be assigned at the direction of the DPW Director to meet the needs of the above-mentioned projects and other issues that may arise.

SERVICE FEE

For services described in the **SCOPE OF SERVICES**, DLZ proposes to charge, and the City agrees to pay, on an hourly basis for services rendered an amount not to exceed \$75,000 without written consent from the CITY. Services shall be invoiced using the Standard Rate Schedule of ISID MiDEAL Contract #00876, as set forth as attached Exhibit A. Payment will be made monthly in proportion to services performed upon presentation of proper invoices. The Terms and Conditions of DTMB ISID MiDeal Contract #00876, dated April 16, 2021, are incorporated here into and made a part of this Work Order Proposal. The Client referred to in the Standard Terms and Conditions means the City of Pontiac. Additional Services not included herein may be performed on an hourly-rate basis with authorization from the CITY. If authorized, Additional Services shall be invoiced using the Standard Rate Schedule of ISID MiDEAL Contract #00876.

Services under this agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, CITY will pay DLZ for all services and reimbursable expenses rendered to the date of termination.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

City of Pontiac
Professional Engineering Services
March 23, 2023
Page 3 of 3

If you approve and accept this Proposal, please sign, date, and return one copy of this Proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Proposal in your paperwork.

DLZ appreciates the consideration for the proposed professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to call Shannon Filarecki, P.E. at (248) 681-7800.

Sincerely,
DLZ MICHIGAN, INC.

Manoj Sethi, P.E.
President

Attachments:
Exhibit A: ISID MiDeal Contract #00876
Exhibit B: Certificate of Insurance

Approved and Accepted

Signature _____

Printed Name _____

Title _____

Date _____

PO# _____

Exhibit A



**STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**

This contract authorizes the professional services contractor to provide professional services.
(Authority: Public Act 431 of 1984, as amended)

**CONTRACT FOR PROFESSIONAL SERVICES: Indefinite Scope – Indefinite Delivery
Billing Rate – Not to Exceed**

THIS CONTRACT, authorized this 16th day of April in the year two-thousand and twenty-one (2021), by the Director, Department of Technology, Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, 3111 West St. Joseph Street, Lansing, Michigan, hereinafter called the Department, and

DLZ Michigan, Inc.
1425 Keystone Avenue
Lansing, MI 48911

the Prime Professional Services Contractor, hereinafter called the Professional,

WHEREAS the Department proposes securing professional services FOR THE FOLLOWING PROJECT:

Indefinite-Scope, Indefinite-Delivery Contract No. 00876

Department of Technology, Management and Budget
State Facilities Administration, Design and Construction Division
Professional Architectural and Engineering Indefinite-Scope, Indefinite Delivery Contract (ISID) for Minor Projects -
Various State Departments and Facilities
Various Site Locations, Michigan

Provide professional services, technical staff, and support personnel for ISID minor projects on an as-needed basis at various State/Client Agencies within various locations as defined by the State of Michigan. These various ISID minor projects may include projects where the construction costs are between fifteen-thousand dollars (\$15,000) and five-hundred-thousand dollars (\$500,000) for this Contract.

This Contract is for professional design services for an unspecified number of ISID projects. The scope of work for each assigned project will be defined at the time the project is awarded by the State to the Professional firm. The professional services required for each of these assigned projects requested by the Department may include any or all the Tasks included in the Phase 100 – Study through the Phase 700 – Construction text of the Department's Standard Professional Services Contract.

The Professional firm's services shall be performed in strict accordance with this Professional Services Contract and follow the Department's approved and attached Project/Program Statement.

This Contract does not warrant or imply to the Professional design firm entitlement to perform any specific percentage (%) amount of compensation, work, or projects during the life of this four (4) year Contract.

This Contract will remain in effect for four (4) years from the date of this Contract award but may be unilaterally terminated by the State of Michigan at any time, for cause or its convenience, by written notification of the State, to the Professional. Furthermore, this Contract may be extended for one (1) additional year, at the sole option and discretion of the State upon the Department providing written notice to the Professional prior to the expiration of the original four (4) year Contract period. Any such time extension shall be subject to the terms and conditions of this Contract, including, but not limited to, the existing hourly billing rates included in this Contract for the Professional, their Consultant, and their employees or agents.

Please note that for this Professional Services Contract your permanent assigned ISID Contract No., as noted on page 1 of this contract, must be provided on all Project correspondence and documents.

The Professional is not to provide any professional services or incur expenses until individual ISID Projects are assigned to this Contract. (See Article 2 – Compensation and the Project/Program Statement attached to this Contract.)

NOW THEREFORE, the Department and the Professional in consideration of the covenants of this Contract agree as follows:

- I. The Professional shall provide the services for the assigned Project in the study, design, and construction administration, Phase and Task sequence provided in this Professional Services Contract and to the extent authorized by the Department of Technology, Management and Budget State Facilities Administration (SFA), Design and Construction Division (DCD) [Department] and be solely responsible for such professional services. The Professional's services shall be performed in strict accordance with this Professional Services Contract and follow the Project/Program Statement.
- II. The State of Michigan shall compensate the Professional for providing their professional architectural and/or engineering study, design, and construction administration services for the Project in accordance with the conditions of this Professional Services Contract.

IN WITNESS, WHEREOF, each of the parties has caused this Professional Services Contract to be executed in blue ink, a scanned digital signature is also acceptable, by its duly authorized representatives on the dates shown beside their respective signatures, with the Contract to be effective upon the date on which the Professional received an electronic copy executed by the authorized State of Michigan representative(s) by electronic mail.

FOR THE PROFESSIONAL:

DLZ Michigan, Inc.

Firm Name



Signature

President

Title

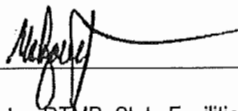
CV0016067

SIGMA Vendor Number

4/29/21

Date

FOR THE STATE OF MICHIGAN:



Director, DTMB, State Facilities Administration

4/29/2021

Date

WHEREAS this Professional Services Contract constitutes the entire agreement as to the Project between the parties, any Contract Modification of this Contract and the Department's approved and attached Project/Program Statement scope of work requirements must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the Professional for correcting, or for responding to claims or litigation for, the Professional firm's final design Contract Documents/architectural and engineering design errors, omissions, or neglect on the part of the Professional.

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

The Professional shall provide all professional services, technical staff, and support personnel necessary to achieve the Project as described in its Project/Program Statement, in the best interest of the State, and be within the Professional's fee(s) herein authorized by the State. Assigned project services shall comprise, without exception, every professional discipline and expertise necessary to meet all the requirements as described in the Project/Program Statement and be in accordance with the accepted industry standards for professional practice and services. The Professional's services include attendance at all Project related meetings and conferences. Professional services for the assigned projects under this contract shall be provided in the Phase/Task sequence shown below and shall be rendered in accordance with the Professional's proposed and approved Project Study, Design, and Proposed Construction Schedule. The Professional's study, design and proposed construction schedule shall be detailed, undated, and time sequence related for all Phase/Task services appropriate for the Project. The Professional shall field-check and verify the accuracy of all study/drawing and any data furnished by the Department, the State/Client Agency or any other Project related source. The Professional shall not employ or consult with any firms in completing the Professional's obligations herein who it anticipates will be a construction Bidder for the Project or any part thereof, unless specifically authorized, in writing, by the Department. The Professional acknowledges that the Department is the first interpreter of the Professional's performance under this Contract.

The Professional acknowledges by signing this Professional Services Contract having a clear understanding of the requested Project and of the professional study, design and construction administration services required by the Department to provide it, and further agrees that the terms and conditions of this Professional Services Contract provide adequate professional fee(s) for the Professional to provide the requested Project scope of work requirements for each assigned project. No increase in fee to the Professional will be allowed unless there is a material change made to the Project as described in its Project/Program Statement and the change in scope to the Project/Program Statement is accepted and approved in writing, by the Project Director and the Professional. Professional services shall not be performed, and no Project expenses shall be incurred by the Professional prior to the issuance of a written and signed Professional Services Contract and a Contract Order authorizing the Professional to start the Project work. Compensation for Department directed changes to the Project will be provided to the Professional by a Contract Modification and/or Contract Change Order signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from increases in the Project scope of work or previously unknown on-site field conditions will be compensated to the Professional, as approved by the Project Director, on an hourly billing rate basis in accordance with this article. This compensation shall not exceed seven and half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional and the Project Director.

The Professional shall immediately inform the Department whenever it is indicated that the Professional's authorized not-to-exceed Budget for any of the assigned Projects may be exceeded. The Professional shall make recommendations to the Department for revisions to bring the Project Cost back to the Professional's original authorized Budget amount. Any revision to the Project must be accepted and approved by the Department in writing.

The professional services may also include participation in legislative presentations as described in the "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" and as the legislature or the Department may prescribe.

No substitution of any "Key Principal Personnel/Employee" essential for the successful completion of the Project and identified in the Professional's Organizational Chart will be allowed by the Professional for this Contract without the prior written consent from the Project Director. Before any "Key Principal Personnel/Employee" substitution takes place, the Professional shall submit a written request to the Project Director, and this substitution request shall include the following information: (1) A request in writing for a No Cost Contract Modification; (2) Detailed written justification for this substitution; (3) The Professional's qualifications of any proposed "Key Principal Personnel/Employee" replacement; and (4) A written statement from the Professional assuring the Department that the Project scope of work will not be adversely affected by this substitution. This request to modify their Professional Services Contract must be accepted and approved in writing by the Project Director and the Director of the Department. The Department will designate an individual to serve as the Project Director for the Project scope of work who shall be fully acquainted with the Project/Program Statement and have the authority to render Project decisions and furnish information promptly. Except in connection with issues under the Article XII - Contract Claims and Disputes text, the Project Director will exercise general management and administration for the Professional's services in so far as they affect the interest of the State. The Professional shall indemnify, defend, and hold harmless the State against exposure to claims arising from delays, negligence, or delinquencies by the Professional for the professional services of this Contract.

During the construction administration services of the Project, the Professional shall be required to complete and submit, the on-site Inspection record form titled "DTMB-0452, The Professional's Inspection Record" for all on-site Inspection visits to the Project site. The Professional's Inspection Record shall be completed and signed by the Professional and submitted monthly, with the original document sent to the Project Director and copies sent to the State/Client Agency and Construction Contractor. The Professional's Inspection Record shall accompany the Professional's monthly submitted payment request.

The "DTMB-0460, Project Procedures" documents package containing Department forms for use during construction administration shall be used by the Professional in the administration of this Contract. All professional services will be consistent with the Department's current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" unless otherwise approved in writing by the Department.

The professional services required for each Phase of this Contract shall be performed by the Prime Professional and their Consultants in accordance with service descriptions in this article. The following service descriptions outlined in this Contract represents the Department's standard of care method for describing the Professional's responsibilities for providing the professional services of this Contract, but by inclusion, or omission, do not limit or exclude any regular or normal professional services necessary to accomplish the Project and be in accordance with the approved Project Budget and the industries accepted practice and standards for professional services. However, all the services outlined in this Contract may or may not be applicable to the Project/Program Statement and will require the Professional to identify only the services that are applicable for the Project at hand. The Professional shall determine and coordinate the interface of the services required for the Project at hand and be responsible for identifying any additional services necessary to successfully complete their Project.

Soil Erosion and Sedimentation Control in the State of Michigan is regulated under the 1994 Public Act 451, as amended – The Natural Resources and Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Soil Erosion and Sedimentation Control associated with this Contract will be monitored and enforced by the Department.

The professional services may also include participation in legislative presentations as described in the "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" and as the legislature or the Department may prescribe.

The following professional services, if they become necessary and essential for completing the Project, will be individually rendered by the Professional, only upon specific written authorization by the Department and the Project Director to the Professional and for the purpose and to the extent so authorized.

Should litigation occur as a result of this Project, only if through no fault of the Professional, the Professional firm shall be compensated by the Department on an actual hourly billing rate basis at the rate set forth in this Contract by a Contract Modification and/or Contract Change Order, if required to assist the Department of Attorney General, State Affairs Division in providing the professional services necessary during litigation.

LITIGATION: The Professional shall provide all information, presentations, depositions, testimony as "expert witness", and similar or related services, on behalf of the Department, as may be required in relation to the professional services of the study, design and construction of this Project.

ACCOUNTING: The Professional shall provide all specialized categorizations and distributions of the costs of study, design and construction services, construction costs, and operational costs, as may be required according to purpose specific parameters.

PUBLIC AWARENESS: The Professional shall provide all design and construction related services to assist in and make presentations of the professional services of the study, design, construction and operational aspects of the Projects as may be required for public meetings, hearings, and similar informational activities.

PHASE 100 - STUDY PHASE

Provide a complete and comprehensive architectural and/or engineering study consistent with the Project/Program Statement, with itemized construction cost estimates.

Task 101 **COORDINATION:** Meet with the Project Team and define all areas of investigation. Establish Project Team responsibilities and lines of communications. Review the status of the study efforts with the Project Team at such frequency and times as may be required to achieve the Project objectives.

Present study documents to the State/Client Agency and the Department for their review at the 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated, and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

Task 102 RESEARCH: Gather and/or develop all data to evaluate and clarify the Project. Research existing data, analyze and refine the concepts of the Project/Program Statement. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the information required to complete the Study incorporating functional and operations needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance, and other support features. Identify all additional research, studies, and analysis necessary to express such objectives and requirements in terms of a fully operable facility or system which will acceptably serve its intended use.

Task 103 ANALYSIS: Analyze data, information and research gathered. Create draft recommendations or results of the study and research. Upon completion of all on-site field investigation activities prepare a complete architectural and/or engineering study report. If appropriate, provide itemized construction cost estimates. The analysis will correlate, describe, and record research findings and information for the Project Team's understanding and acceptance. Transcribe and consolidate all existing data, studies, and the research analysis of Task 102 into a draft study report. Submit one (1) electronic copy in indexed PDF format of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments.

Task 110 STUDY REPORT: Incorporate the study review comments as directed by the Department into the final study report. Prepare and attend presentations to the Project Team and others for Study acceptance. The final report shall use the following outline and contain such detail as required for the Project Team's understanding and acceptance.

- A. Management Summary
- B. Problem
- C. Research Findings, Discussion and Details
- D. Conclusion
- E. Recommendation

Provide one reproducible original and an electronic copy suitable for legible reproduction. One study report presentation shall be considered basic services for this Task. Any additional study report presentations requested by the Department will be considered extra professional services and the additional study costs will be paid to the Professional by the Department with a Contract Change Order.

PHASE 200 - PROGRAM

Amplify the Project/Program Statement and, if available, final Study Report, to embody the physical, functional, and programmatic relationships required to achieve the Project objectives. The resultant program analysis, when accepted and approved by the Department, shall create the general scope of work of the Project. Such acceptance does not limit subsequent inclusion of minor, but essential, programmatic or design details whose necessity and arrangement may best become apparent during subsequent Phases of the Project's evolution.

Task 201 COORDINATION: Meet with the Project Team and establish lines of communication, authority, and responsibility. Establish a method for the Department and the State/Client Agency to formally sign off on data input, the program analysis, and appropriate elements of the resultant design.

Present proposed program analysis documents to the Project Team for review at the 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications.

Where essential or significant information is established or evaluated, and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

- Task 202 PROGRAMMING: Identify and develop data to evaluate and clarify the proposed Project. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the functional and operational needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance and other support features. Allocation of spaces shall be in accordance with the State of Michigan's current "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies and Professional Service Contractors" and be consistent with the Project/Program Statement and Project Budget. Provide all additional research, studies, and program analysis necessary identify the objectives and requirements for a fully operable Project acceptably serving its intended use.
- Task 203 DEVELOPMENT: Transcribe and consolidate all data, studies and the analysis of Task 202 into a program analysis summarizing the complete program for the project, including spaces, physical features, systems, functions, capacities, relationships, and interactions required by the proposed Project. Revise the proposed program as required to achieve the Project objectives and incorporate review comments by the Project Team. Obtain approval and sign-off of space allocations from the Project Director before providing the space allocations to the State/Client Agency for approval and sign-off of the complete program.
- Task 209 PROJECT COST ESTIMATE: Provide an itemized cost estimate of the proposed Project program. Verify in writing that the Project Budget is adequate to achieve the proposed Project. Revise the program analysis documents as necessary to provide an acceptable program analysis design within the Department's authorized Project Budget.
- Task 210 PROGRAM ANALYSIS REPORT: Prepare a draft program analysis report containing the program, cost estimate, signoffs and backup data and information. Submit one (1) electronic copy in indexed PDF format of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments. Incorporate review comments as directed by the Department into the proposed final program analysis report. Provide one reproducible original and an electronic copy suitable for legible reproduction. One program analysis report presentation shall be considered basic services for this Task. Any additional program analysis report presentations requested by the Department will be considered extra professional services and the additional study costs will be paid to the Professional by the Department with a Contract Change Order.

PHASE 300 - SCHEMATIC DESIGN

Prepare progressive schematic design deliverables consistent with the Project/Program Statement, and approved program (if applicable). Diagrammatically depict the area(s) and relationship of the Project functions. Establish the design basis for and show principal building design elements and locations of the various structural, mechanical, heating, ventilating, and air conditioning (HVAC), electrical and other systems as necessary to completely achieve the Project. The Professional shall obtain Professional Consultant firms for civil/site survey, site geotechnical investigation analysis and soil testing as the Professional deems necessary to achieve a viable and economic Project design. Revise design as necessary to obtain approval from the Department and the State/Client Agency.

- Task 301 COORDINATION: Meet with the Project Team to establish a physical size and arrangement of the Project and its principal systems. Include technical, human, and physical environment requirements consistent with the Project program as well as the functional interrelationships between spaces or systems. Determine any Project requirements as necessary to accommodate artwork.

Where the Project involves work in an existing building, site, and/or utility system, identify and locate by scaled graphic diagram, any building and/or site utility areas that may have potential hazardous material contamination and may require testing, abatement and/or removal by the Department, prior to the renovation and/or during the new construction work of the Project.

Identify and define, in writing, the impact of the proposed Project schematic design on the existing building or facility operations. Assist the Department in determining and resolving any Project requirements for maintaining the current operation of the existing building facility spaces or systems and site utility areas, including as a minimum, the impact of hazardous waste removal, and the associated necessary demolition and repair of the adjoining work.

Hazardous material testing and removal will be performed by the Department by separate Contract using other professional firms. See Task 512 - Hazardous Materials, for text defining the Professional's responsibility for assisting the Department with these materials.

Progressively review, with the Project Team, the development of the schematic design documents and assist in obtaining data and providing timely decisions. Present proposed schematic design documents for review to the State/Client Agency and the Department at 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated, and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

- Task 302 CONSTRUCTION CODE AND DESIGN REVIEWS: Identify, list, and define for the Department, in writing, the impact of all applicable construction codes, rules, regulations, environmental requirements, design reviews, and permitting procedures current as of the start of this schematic design Phase that will apply to the design of the proposed Project. Review with the Project Team the principal impacts on Project planning and incorporate these into the schematic design report and the Project cost/proposed construction schedule of Task 309.
- Task 303 CIVIL/SITE STAGING INVESTIGATION: The Professional shall retain a civil/site survey Consultant and a site geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services and prepare the site staging investigation survey instructions program(s) required to establish and execute a complete schematic site design appropriate to the Project/Program Statement. Analyze site staging investigation results and incorporate into the schematic site design. Coordinate a site-specific testing program to identify and/or confirm the Project site underground conditions and accurately specify contractual requirements. This includes, but is not limited to, access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Provide the Department with copies of all site investigation geotechnical test reports. Review conclusions and, upon request, explain their influence on the Project schematic design. Define the impact of the Project on adjacent buildings.
- Task 304 STRUCTURAL: Research, survey, define, and render all existing structural systems appropriate to the proposed Project. Show facility layout, applicable area floor loadings and basic elevations. Outline any existing principal structural system members and render and show the proposed structural system schematic design for renovations and additions.
- Task 305 MECHANICAL/HVAC/PLUMBING/UTILITIES: Research survey, define and render the schematic design basis for all proposed mechanical, plumbing systems, and utility systems appropriate to the Project. This includes but is not limited to all plumbing, HVAC, and other mechanical systems, equipment, and their respective loads. Define and render the schematic design capacities, sources, flows, and functions of all existing and/or proposed utility systems, including but not limited to steam, water, fuel, storm and sanitary sewers, and fire protection. Field-check and verify accessibility and space for all equipment on the proposed schematic design drawings. Confirm, in writing, to the Department, the availability of utility capacities at current or proposed connections. Contact applicable utilities for information on connections, connection permit requirements, fees, and schedules.
- Task 306 ELECTRICAL: Research, survey, define and render the schematic design basis for all proposed electrical systems appropriate to the Project.

This may include, but is not limited to utility service systems, primary and secondary distribution systems, building control systems, security systems, elevators, fire alarms, television, data, communications, and similar systems. Define sources, equipment capacities, and loads, including those for open office workstation/partitioning systems. Field-check and verify accessibility and space for all equipment on the proposed schematic design drawings. Confirm, in writing, to the Department, the availability of utility capacities at current or proposed connections. Contact applicable utilities for information on connections, connection permit requirements, required easements, transformers, fees, and schedules.

- Task 307 ARCHITECTURAL/ENGINEERING: Research, survey, define, and render the existing and proposed schematic design architectural and/or engineering building area layout appropriate to the Project/Program Statement. Show proposed applicable area/room space, finish treatment, uses, interrelationships, and principal building sections, elevations, and dimensions. Show principal building fire protection spaces and features. Consider sustainability in material, equipment, systems, and general design selections, provide LEED checklist, as applicable.
- Task 308 DRAFTING: Prepare and render proposed schematic design documents appropriate to the Project, on sheet size approved by the Project Director. Include all principal building/site utility systems. Coordinate the Project schematic design with all architectural and/or engineering design disciplines for completeness, accuracy and consistency, and conflict avoidance. The Professional shall field-check and verify the accuracy of all existing and proposed architectural and/or engineering drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.
- Task 309 PROJECT COST/PROPOSED CONSTRUCTION SCHEDULE: Evaluate the proposed schematic design against the estimated Project cost and design/construction schedule. Revise schematic design as required to produce a design within the Department's approved Budget. Prepare and submit a Project Budget based on the approved schematic design. Apply critical target dates to the Professional's Project Study, Design and Proposed Construction Schedule and submit to the Department for their review and approval.
- Task 310 SCHEMATIC DESIGN REVIEW: Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed schematic design documents, as necessary, to incorporate all requested design review comments. Obtain Department approval and sign-off prior to State/Client Agency sign-off, when requested by Project Director. Where legislative review is required, provide an additional one (1) electronic copy in PDF format of the Department approved proposed schematic design documents to the Department for distribution to the Joint Capital Outlay Subcommittee, in the format of the "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies, and Professional Service Contractors".

Provide one (1) schematic design presentation to the Project Team for this Task. Any additional schematic design presentations requested by the Department will be considered extra professional services and the additional schematic design costs will be paid to the Professional by the Department with a Contract Change Order.

If Contract Services conclude with this Phase, provide bond prints and an indexed PDF of architectural and/or engineering drawings of the final approved schematic design, suitable for legible reproduction.

PHASE 400 - PRELIMINARY DESIGN

Prepare progressive preliminary design documents to develop the Project based on the Project/Program Statement, and the approved schematic design and program, if applicable. Refine the schematic design documents as necessary to produce an acceptable preliminary design. The preliminary design and outline draft specification shall be complete and detailed enough to define the size, function, arrangements, spaces, location and operations of equipment, and materials comprising the principal design details of structures and systems. The proposed preliminary design documents and outline draft specifications shall clearly depict the Professional's proposed design intent of the Project's systems, materials, equipment, utilities, site improvements, and other elements through single-line diagrams, system layout drawings and developed plans and design details. The preliminary design thus achieved must constitute the complete basis for further detail into final design drawings.

Prepare in bar chart format, the proposed Project construction schedule. Prepare a complete estimated Project cost statement based on prevailing or predictable factors for the proposed construction bidding period. The Department's written acceptance of the estimated project cost statement will establish the authorized Budget for the Project. The Professional shall apply the means and methods necessary to achieve the proposed preliminary design within the authorized Budget for the Project.

Task 401 **COORDINATION:** Meet with the Project Team to review the Project/Program Statement, approved schematic design documents (if applicable), and refine the Project. Assist the Project Team to progressively review the proposed preliminary design, develop input, and provide timely decisions.

Where the Project involves work in an existing building, site, and/or utility system, identify and locate by scaled graphic diagram, any building and/or site utility areas that may have potential hazardous material contamination and may require testing, abatement, and/or removal by the Department, prior to the renovation and/or during the new construction work of the Project. Identify and define, in writing, the impact of the proposed Project schematic design on the existing building or facility operations. Assist the Department in determining and resolving any Project requirements for maintaining the current operation of the existing building facility spaces or systems and site utility areas, including as a minimum, the impact of hazardous waste removal, and the associated necessary demolition and repair of the adjoining work.

Hazardous material testing and removal will be performed by the Department by separate Contract using other professional firms. See Task 512 - Hazardous Materials, for text defining the Professional's responsibility for assisting the Department with these materials.

Progressively review, with the Project Team, the development of the preliminary design documents and assist in obtaining data and providing timely decisions. Incorporate design refinements consistent with the proposed Project scope. Establish equipment and/or materials to be furnished by the State. Present proposed preliminary design documents for review to the State/Client Agency and the Department at 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated, and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

Task 402 **SPECIFICATIONS:** Prepare proposed preliminary design outline draft specifications for Divisions 00 through 49, in the current version of the Master Format Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the defined Project. Outline specifications will address sustainable design in materials selection.

Task 403 **CIVIL/SITE STAGING DESIGN/INVESTIGATION:** If the Professional did not obtain a site specific geotechnical testing program for this Project and advise the Department during the Schematic Design Phase, they shall retain a civil/site survey Consultant and a geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services to prepare and provide a preliminary geotechnical site investigation and site staging design as directly related to the Project.

Coordinate a site-specific testing program to identify and/or confirm the Project site underground conditions and to accurately specify the proposed construction contractual requirements. This includes, but is not limited to access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Determine and prepare a list of required civil/site drawings as related to the Project. Illustrate and coordinate any off-site work necessary for a completely functioning Project. Revise as required.

Task 404 **STRUCTURAL:** Prepare structural calculations appropriate to the proposed Project and size major components. Prepare preliminary structural plans, sections, elevations, and details drawings, as applicable for the defined scope of work. Determine and prepare a list of required preliminary structural drawings as related to the proposed Project. Revise as required.

- Task 405 **MECHANICAL/HVAC/PLUMBING/UTILITIES:** Identify existing mechanical/heating, ventilating, and air conditioning equipment, plumbing systems, and utility systems. Calculate heat loss, heat gain, and other demands for all spaces. Determine ventilation requirements. Calculate total loads, identify, and size new equipment. Identify and/or calculate total utility loads. Include the needs of any existing building or system that is a part of, or interfaces with the Project, as well as those of the Project. Provide basic engineering design appropriate for all principal building components, utility systems and building systems, and all pre-engineered equipment suitable and appropriate for the proposed Project. Field-check and verify clearances for all proposed equipment and systems proposed. Prepare preliminary HVAC, plumbing, and utility drawings. Determine and prepare a list of required preliminary design drawings as related to the proposed Project. Review current, mechanical, plumbing and utility system codes and incorporate applicable requirements. Revise as required. Secure in writing, the approval of capacities and connections for the Project from the appropriate utilities/suppliers.
- Task 406 **ELECTRICAL:** Identify existing equipment and systems. Prepare load calculations, including electric loads for fixed, and movable, equipment, as appropriate to the defined Project. Determine electric service requirements and size major transformer and service equipment. Provide single line diagrams of primary service and distribution systems. Develop and outline basic equipment and distribution systems for lighting, power, building control, elevators, fire, security, television, data, communications, and other specialized systems of the Project. Coordinate design to incorporate design requirements for any open office workstation/partitioning systems.
- Field-check and verify clearances for all proposed equipment and design systems proposed. Prepare preliminary electrical drawings. Determine and prepare a list of required preliminary design electrical drawings as related to the proposed Project. Review current electrical codes and incorporate all applicable requirements. Revise as required. Secure in writing, the approval of capacities and connections for the Project from the appropriate utility/suppliers.
- Task 407 **ARCHITECTURAL/ENGINEERING:** Prepare preliminary architectural and/or engineering drawings, appropriate to the proposed Project, to detail and define the Project. Coordinate design to incorporate design requirements for any open office workstation/partitioning systems. Determine and prepare a list of required preliminary design architectural and/or engineering drawings. Drawings will include plans, elevations, sections, and critical construction details in order that an accurate and detailed construction estimate can be provided. Depict sustainable design criteria and energy efficient design features of the Project, provide LEED Checklist, and provide summary calculations to demonstrate applicable compliance with the State of Michigan's current Energy Code requirements. Revise as required.
- Task 408 **DRAFTING:** Prepare and render the preliminary design architectural and/or engineering documents on sheet size approved by Project Director. Coordinate the preliminary design with related architectural and/or engineering design disciplines for completeness, accuracy and consistency and conflict avoidance. Prepare drawings using applicable State of Michigan standards as defined in the Department's "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies, and Professional Service Contractors" and DTMB DCD "Design and Construction Standards for Office Construction and Tenant Fit out" for all Project design disciplines. The Professional shall field-check and verify the accuracy of all existing and proposed drawings and any data furnished by the Department, the State/Client Agency, or any other Project related source.
- Task 409 **COST ESTIMATE AND CONSTRUCTION SCHEDULE:** Prepare an itemized Project construction cost estimate based on prevailing or reasonably predictable factors for the proposed bidding period. Recommend construction strategies, methods, and phasing. Identify long-lead items and any State of Michigan-furnished materials, equipment, systems, and furnishings, with procurement deadlines consistent with the proposed schedule and phasing. Prepare in bar chart format a detailed schedule of the design and proposed bidding and construction schedule, incorporating the information listed above.
- Task 410 **PRELIMINARY DESIGN REVIEW:** Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed preliminary design documents, as necessary, to incorporate all requested design review comments.

With the 50 percent review, provide design criteria and calculations of principal architectural, mechanical, plumbing, and electrical engineering systems demonstrating basic compliance with the State of Michigan's current Energy Code requirements.

For each review, present proposed preliminary design documents first to the State/Client Agency for programmatic design conformance review, then present to the Department for review, determination of required revisions, and acceptance. Revise proposed preliminary design documents, as necessary, to incorporate all requested design review comments required for the Department's written acceptance of the proposed Project preliminary design.

Where legislative review is required, provide an additional one (1) electronic copy in PDF format of the approved proposed preliminary design documents to the Department for distribution to the Joint Capital Outlay Subcommittee, in the format of the "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies, and Professional Service Contractors". Provide one (1) schematic design presentation to the Project Team for this Task. Any additional schematic design presentations requested by the Department will be considered extra professional services and the additional preliminary design costs will be paid to the Professional by the Department with a Contract Change Order. If Contract Services conclude with this Phase, provide bond prints, electronic CAD, and indexed PDF of architectural and/or engineering drawings of the final approved schematic design and outline specifications suitable for legible reproduction.

PHASE 500 - FINAL DESIGN

Prepare for progressive, periodic review, Final Design Documents which shall revise, refine, amplify, and depict, in detail, the Project as described and required by the Project/Program Statement and any approved preliminary design. Final Design Documents shall be prepared in Phases/Bid packages appropriate to the Project, schedule, and funding.

The proposed Final Design Documents shall document a complete and constructible Project. Final Design Documents shall incorporate and comply with all current, applicable regulations, ordinances, construction codes and statutes, and must have accomplished all reviews by appropriate federal, State or any local authorities having jurisdiction before presentation to the Department for acceptance and advertisement for bidding. Where design approvals are required, the Professional shall acquire and provide them. The Final Design Documents shall be without ambiguity and must be so complete that no significant design decision is left to the discretion of any Bidder, manufacturer, or supplier. The Final Design Documents will not define, quantify, or in any other way represent any work as being assignable to, or to be performed by, any Consultant or sub-consultant, except for fire suppression systems or other specialized system(s) provided that it is specifically authorized, in writing, by the department.

Bidding Documents shall consist of, but are not limited to, the Final Design Documents, including final architectural and/or engineering drawings and specifications, special, general, and supplemental conditions of the Construction Contract, and modifications, if any, to MICHSPEC or DCSpec documents provided by the Department. Such standard documents may consist of, but are not limited to, the project advertisement, the Instructions to Bidders, the proposal forms, general, supplemental, and any special conditions of the Construction Contract, and the standard form of agreement between the Department and the Construction Contractor. The Professional may not substitute any other special, general, and supplemental conditions for the Construction Contract or other standard documents provided by the Department. The Professional may not revise, other than the fillable portions of the general conditions, or use any additional general condition requirements unless the revisions or requirements are accepted and approved by the Department in writing.

In addition to the requirements herein, the professional services for this Project shall include, but are not limited to, those set forth in the current version of MICHSPEC or the current DCSPEC as adopted and modified by the State of Michigan and incorporated into the Construction Contract, plus such other Department standard documents and general conditions as may be part of the Construction Contract.

The Contract Documents shall consist of the Bidding Documents and all Addenda and attachments necessary to provide a complete Construction Contract for the Project.

Task 501 COORDINATION: Review approved preliminary design drawings with the Project Team and solicit revisions. Incorporate any revisions and design refinements.

Present proposed final design documents to the State/Client Agency and the Department for their review at the 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated, and/or critical decisions are made, whether in meetings, conversation, or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

Task 502 SPECIFICATIONS: Prepare final design specifications in the format defined below and with Phasing as appropriate for the Project. Include a schedule of all required submittals, a construction material testing schedule, and all other necessary schedules. Specifications shall be coordinated with the final design architectural and/or engineering drawings and shall be prepared in the current version of the Master Format Outline by the Construction Specifications Institute (C.S.I.). The final design architectural and/or engineering specifications shall clearly define the Project design and construction requirements indicating the type and quality of materials, products, and workmanship.

Sustainable Design shall be used wherever possible by the Professional in their Project design. The United States Green Building Council's (USGBC) LEED Green Building Rating System will be used as a convenient and industry accepted standard of reporting and measurement of the materials and design strategies used in the Project, but the USGBC certificate will not be required. Sustainable Design is defined in this Contract as the Professional's use of Project design resources with no negative impact to the natural ecosystems, an emphasis on overall energy efficiency, recycling, reduction of waste, and achieving a net enhancement of the Project.

Performance specifications shall be used when feasible. If not, the Professional shall name at least three (3) acceptable materials, products or systems and the specifications shall contain an "or equal" clause. Whenever possible, recycled materials and/or Michigan-manufactured products shall be named and given first preference. Proprietary specifications or allowances may be permitted with the Department's acceptance and written approval, but only for special, unavoidable conditions. Provide Project specifications to the Department for procurement of items to be pre-purchased through existing State contracts or separate bids.

Task 503 CIVIL/SITE STAGING DESIGN: If the Professional did not obtain a site-specific geotechnical testing program for this Project and advise the Department during the Schematic Design Phase, they shall retain a civil/site survey Consultant and a geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services to prepare and provide a preliminary geotechnical site investigation and site staging design as directly related to the Project. Coordinate a site-specific testing program to identify and/or confirm the Project site underground conditions and to accurately specify the proposed construction contractual requirements. This includes, but is not limited to access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Determine and prepare a list of required civil/site drawings as related to the Project. Illustrate and coordinate any off-site work necessary for a completely functioning Project. Revise as required.

Soil Erosion and Sedimentation Control shall be implemented in accordance with the current edition of the Department's compliance manual and 1994 PA 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Submit final civil/site design drawings depicting Soil Erosion and Sedimentation Control measures to the Department's Soil Erosion and Sedimentation Control Program for review in accordance with 1994 PA 451, as amended. For DTMB managed projects, coordinate review submission with Project Director as plan review is completed within the Design and Construction Division.

Task 504 STRUCTURAL: Prepare and render complete structural final design documents.

- Task 505 MECHANICAL/HVAC/PLUMBING/UTILITIES: Prepare and render complete mechanical, plumbing, and utility system final design documents.
- Task 506 ELECTRICAL: Prepare and render complete electrical system final design documents.
- Task 507 ARCHITECTURAL/ENGINEERING: Prepare and render complete architectural and/or engineering final design documents. Assist the Department in the determination of and specification of furnishings, colors, and finish selections. Provide material finish and color board for final acceptance as required for the defined Project.
- Task 508 DRAFTING: Prepare complete final design architectural and/or engineering drawings for Bidding Documents on sheet size approved by Project Director using applicable State of Michigan standards as defined in the "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies and Professional Services Contractors." The Professional shall field-check and verify the accuracy of all existing and proposed drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.
- The Project Bidding Documents derived from the Final Design drawings shall be made available and converted if necessary, to the AutoCAD computer drafting system. Bidding Documents shall be provided electronically in pdf format to the Department for advertisement by the Department.
- Provide one electronic copy of signed and sealed documents in addition to paper review and approval sets of the Contract Documents. The signed and sealed print sets are the controlling Contract Documents for this Project. The software name and release number used to produce the Design Contract drawings will be clearly identified on the electronic media.
- Task 509 CHECKING CONTRACT DOCUMENTS: Check and coordinate all proposed Bidding and Contract Documents for completeness and accuracy. Prepare Bidding and Contract Documents that will protect the Department from unexpected construction cost increases, schedule delays or claims for reason of defective or incomplete rendering of the Professional's design, or for any delinquency by the Professional for performance of the professional design services under this Contract. Check the adequacy of all spaces and clearances.
- Cross-check and coordinate the requirements of all proposed final design drawings between the architectural and/or engineering design disciplines for completeness, accuracy, and consistency, and conflict avoidance. Similarly, cross-check and coordinate all proposed final design drawings against the Project specifications. Mark each drawing with the name of the checker and with the written signature approval of the appropriate Professional "Key Principal Personnel/Employee."
- Task 510 CONSTRUCTION CODES AND PERMITS: The Professional's Contract Documents shall comply with the State of Michigan Construction Code, 1972 PA 230, as amended, the State of Michigan Energy Code, the Americans with Disabilities Act (ADA) Accessibility Guide requirements, the State of Michigan Barrier-Free Access Code requirements, and all Project related construction code requirements in effect at the time of award of this Contract. Assist the Department in obtaining approval of the Project and its design by appropriate governmental regulating and/or code enforcement authorities.
- Project Bidding Documents may not be advertised until plan review approval is obtained.
- Except as otherwise provided for in this Contract, code compliance and plan review approval(s) shall be performed by the, the Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Plan Review Division, and the Bureau of Fire Services. Code compliance and plan review approval fees shall be paid by the Professional as a reimbursable expense, unless otherwise provided for. Submit all modeling, testing, design data, and appropriate drawings and applications for all permits, tests, and approvals, which the Department is required to secure as a prerequisite authorization for the Project's approval. Submit Soil Erosion and Sedimentation Control plans/drawings to the Department's Soil Erosion and Sedimentation Control Program as the enforcing authority for this Project, no later than at the 90 percent final design stage.
- Provide energy efficient design features and summary calculations to demonstrate Project compliance with the State of Michigan Sustainability requirements.

Submit documents for review in a timely manner allowing appropriate time for review/permitting processes by respective authorities, such that the Project schedule is not unnecessarily delayed. Assist the State/Client Agency to secure any appropriate construction code waivers.

Incorporate all required modifications into the Bidding Documents. Follow through to ensure issuance of the construction codes and permits approvals. Secure all required design approvals before submitting the final design documents to the Project Team for the final design document review of Task 515.

Any approval secured in initial plan review and permitting does not relieve the Professional from complying with code official's construction field inspections enforcement requirements.

Task 511 **CONSTRUCTION TESTING PROGRAM:** Coordinate Project on-site survey and appropriate research to identify site specific abnormal construction conditions. Coordinate site specific geotechnical testing program of areas, consistent with the design and siting requirements. Identify and confirm the site underground conditions sufficiently to accurately specify the construction contractual requirements. Establish the required construction quality control and materials testing program. Define and specify the types of Project construction tests required, the approximate quantities to be tested and the projected cost thereof. Prepare quality control and material testing services program Bidding Documents for the construction quality control and material testing services. Testing services shall be estimated and identified as an authorized reimbursable expense item in this Contract.

Task 512 **HAZARDOUS MATERIALS:** Where the Project involves work in an existing building and/or utility system, assist the Department to determine the scope of potential hazardous materials contamination that may require testing, abatement and/or removal by the Department, prior to the renovation and/or during the new construction work of the Project. Hazardous materials testing and removal for this Project will be performed by the Department by separate Contract unless specifically noted in the project scope. Coordinate the professional design services of this Contract with any hazardous material removal services required to implement this Project. Include for the Department's use, architectural and/or engineering drawings and specifications for all restoration work necessary following completion of the removal/abatement Project. Revise the final design drawings, specifications, and schedule, if necessary, to reflect the impact of the hazardous material removal/abatement on the existing State/Client Agency facility operations.

Task 513 **DESIGN AND CONSTRUCTION BUDGET:** The Professional shall be responsible for all costs incurred by it, necessitated by for rebidding a Project if it is over Budget due to their design. Submit in writing the itemized estimate of the construction costs with each final design review. Include all construction Bid packaging and Phasing. Determine the amount and adequacy of any construction contingency. Upon submittal of the 90 percent complete final design documents, confirm an accurate itemized construction cost estimate in writing to the Department. Confirm that the total Project construction cost is estimated to be within the Project Budget.

Notify the Department in writing if it becomes evident during the final design phase that the Project cannot be constructed within the Professional's estimated construction Budget. Unless the Department determines the problem to be outside the control or responsibility of the Professional, the Professional shall revise their final design drawings and specifications to produce a complete design for the Project within the Professional's original estimated construction Budget cost and will otherwise be responsible for any costs incurred by the Department in rebidding the Project.

Assist the Department to rebid the Project in accordance with the Task 516 construction bidding/contracting procedures.

Task 514 **CONSTRUCTION SCHEDULE:** Determine the appropriate proposed construction schedule to be part of the Construction Contract. Consider all principal influencing factors, including, but not limited to, current and projected material delivery times, local labor contract periods, and other historical principal causes of delays.

Task 515 **FINAL DESIGN BIDDING DOCUMENTS REVIEW:** Provide complete final design documents review. When the final design is 50 percent complete, submit the final design documents to the Project team for their review. If the final design appears to exceed the Project Budget, review with the Department all cost reduction design options. Incorporate at 90 percent completion, all required design modifications applicable to the Project, and resubmit to the Project Director. Confirm in writing that the requirements of Tasks 509 and 510 have been met.

Submit 100 percent complete sets of Bidding Documents to the Project Team for their final review. Submit final design documents to the State/Client Agency and the Department for their final design review and revise as necessary to incorporate all review comments required for Department written acceptance of the Bidding Documents. Provide adequate time (minimum of 14 calendar days) for the reviews and implementation of any comments or modifications.

Task 516

CONSTRUCTION BIDDING AND CONTRACTING: Assist the Department in the construction bidding and contracting process. The State of Michigan will advertise for bids and issue construction documents on-line and award and hold the Construction Contract. Prepare (maximum of 6mb electronic PDF files) and distribute Bidding Documents to the Project Director as required to accommodate predetermined construction Bid packages and/or Phases. Conduct pre-bid meetings and issue pre-bid meeting minutes and bidder's lists. Issue Addenda to the Project Director as required for posting. Include in each Addendum complete specifications for the Project if such specifications are not part of the Bidding Documents.

The Professional will be compensated by the Department with a Contract Change Order for providing the professional services necessary to rebid the Project for reason of defaulted or disqualified construction Bidder(s) or unacceptable price range as required by the design and construction Budget text of Task 513.

The Professional's construction bidding and contracting procedure services for Task 516 are not complete until: (1) The responsive, responsible, best value construction Bidder's Bid has been selected and accepted by the Department; and (2) The responsive, responsible, best value construction Bidder's Construction Contract has been executed. The PSC is to also incorporate any State required preferences with their review and recommendation.

Construction Bid Evaluation and Recommendation of Construction Contract Awards: Review and evaluate the submitted construction Bids. Provide the Department with a written recommendation for the apparent lowest responsive, responsible, best value construction Bidder for the Project Construction Contract award(s) within five (5) business days of the date of the Department's construction Bid opening. Exempt from recommendation any firm that in the Professional's opinion is unqualified for the Project (documentation required) or that the Professional has a business association with on this Project, and any firm, that the Professional has used in preparation of the Contract Documents or for any estimating work related to the Project.

The Professional shall conduct pre-contract meetings with responsive, responsible best value construction Bidder(s) to review the following items: (1) Understanding of the design intent of the Contract Documents; and (2) To advise and assist the Construction Contractor(s) in understanding the requirements of the Department's standard form of Construction Contract Documents, Project scope of work, and its Construction Contract award procedures.

Unless otherwise designated in the Department's Notice of Intent to Award letter to the recommended Construction Contractor within fifteen (15) calendar days from the date that the Notice of Intent to Award letter was mailed to the Construction Contractor, the Construction Contractor recommended for the award of the Construction Contract shall (a) Fill out and execute the Department's, current version of MICHSPEC standard form documents Section 00500, Contract Agreement and the Section 00800, Supplementary Conditions, electronically; (b) Execute Section 00610, Performance Bond, and the Section 00620, Payment Bond (and attach to each bond a separate, certified copy of Power of Attorney); and (c) Return to the Department, the Construction Contractor's executed Section 00500, Contract Agreement, Section 00610, Performance Bond, and Section 00620, Payment Bond forms, evidence of Certificates of Insurance and any other legal documents required for submittal by the Department's, Notice of Intent to Award letter.

Task 517

FINAL DESIGN CORRECTION PROCEDURES: Correct at no additional cost to the Department any design errors or omissions and/or other Project related deficiencies identified during the 600 and 700 Construction Phase. All reproduction costs for design interpretations, clarifications, and Bulletins related to the Professional's final design errors or omissions and similar or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rates.

Provide design clarifications and interpretations of the Contract Documents requirements necessary to: (1) Adequately describe the Project work; (2) Adapt architectural and/or engineering final design documents during construction to accommodate field conditions identified during construction; (3) Refine design details that are not feasible and identified during construction; and (4) Comply with current construction/building codes, and all other Project related design and construction matters as may be necessary to produce a complete Project.

Design Interpretations and Clarifications: For elements of construction having no change in cost to the State the Professional will: (1) Provide instructions, and/or design interpretations and clarifications for design details within five (5) business days of the Construction Contractor's request record same, in writing; and (2) Revise the Professional's original final design architectural and/or engineering drawings and specifications as appropriate to the Project. Marking and initialing of drawings is not an acceptable form of written instruction.

Bulletin Authorization: Request authorization from the Project Director to issue each individual Bulletin. The Professional's Bulletin Authorization request will: (1) Identify the problem requiring the change; (2) Describe clearly if such problem arises from the architectural and/or engineering final design errors or omissions; (3) Identify the anticipated design cost and the estimated construction cost to implement the change(s); and (4) Describe clearly in the Professional's opinion which part, if any, of the design and/or construction costs are the obligation of the State, the Professional or the Construction Contractor. Include a Contract Modification request for any work outside the Project. Identify any anticipated Project design or construction schedule implications.

Bulletins: All reproduction costs for design interpretations and clarifications and Bulletins related to the Professional's architectural and/or engineering final design errors or omissions and similar or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rates.

Describe, by Bulletin, design revisions necessary to correct the architectural and/or engineering final design errors or omissions, to address previously unidentified on-site field design conditions, to reduce costs and for all other matters approved by the Department involving costs or credit to the State. Postponement of action on items to accumulate multi-item Bulletins is not permitted.

Prepare and issue Bulletins within ten (10) business days of receipt of the Department's authorization. Bulletins shall be in such form and detail as the Department may prescribe. The Professional shall incorporate all accepted Bulletin revisions or design interpretations into the appropriate originals of all applicable Contract Documents. Such revised drawings and specifications shall be issued as part of Bulletins. Each Bulletin shall prescribe a time schedule for the Construction Contractor's response. Provide one electronic copy of each Bulletin to the Department and distribute as the Department may direct.

Evaluate the Construction Contractor's price quotation(s) and review and attempt to negotiate with the Construction Contractor to provide the Department with costs that are consistent with the value of the Project Bulletin(s). Recommend appropriate action to the Department regarding the Construction Contractor's quotations within five (5) business days of receipt thereof.

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

During the construction Phase of this Project, the "DTMB-0460, Project Procedures" documents package shall be used by the Professional in the administration of this Contract.

The Professional shall use the "DTMB-0452, The Professional's Inspection Record" for all on-site Inspection visits to the Project site. The form shall be completed and signed by the Professional and compiled monthly with the original form document sent to the Department's, Project Director and a copy sent to the Construction Contractor. The on-site Inspection record standard document form shall be completed and accompany the Professional's monthly payment request.

The Professional shall provide all required construction administration services and timely professional and administrative initiatives as the circumstances of the Project construction may require in order to allow the design intent requirements of the Professional's Contract Documents to be successfully implemented into a completed Project through the Construction Contractor's completion of the Construction Contract work.

In observed cases which may involve danger to human life, immediate safety hazards to personnel, existing or impending damage to the Project, to State/Client Agency property or to other property; as may be impacted by the Project, the Professional shall inform the Construction Contractor(s) of the situation and their observations.

The Professional shall immediately record and report such situations to the Department and certify any accrued Project costs in writing. The Professional shall always have access to the Construction Contractor(s) work.

Establish and maintain effective construction administration office procedures, systems, and records to progressively, and exclusively, manage and control the Professional's obligations, commitments, achievements, and expenditures under this construction Phase administration.

Monitor the quality and progress of the Project construction Phase work. Maintain all necessary Project records, provide on-site visitation reports, and provide all administrative office action as may be necessary to inform the Construction Contractor(s), in writing, with respect to their compliance with the design intent of the Contract Documents.

Advise and assist the Department in taking all practical steps necessary to address and complete the Project in the event of performance delays or defaults by the Construction Contractor(s).

Task 601 **COORDINATION:** Coordinate the Professional's staff, Consultants, and all other Project related resources. Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated, and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting. Meeting minutes and agendas are to follow the order and outline of the Departments "Sample Progress Meeting Format" and include a summary of executed CCO's, pending CCO's, Shop and RFI Submittal Logs and statuses.

Task 602 **SHOP DRAWINGS, SUBMITTALS, and APPROVALS:** Monitor, evaluate, and provide administrative action as necessary to achieve timely processing of shop drawings and such other submittals and approvals that are the responsibility of the Professional. Maintain a record of all required, received, rejected, and approved submittals of shop drawings, color/material samples, finishes, and other items requiring the Professional's approval. Notify the Construction Contractor(s), in writing, (copy to the Department) of delinquent submittals, the consequences of such delays, and prescribe a time schedule for their submittal/resubmittal, which will not jeopardize the Construction Contract completion date.

No design revisions will be made as part of the Professional's review and approval of shop drawings, or other submittals. In addition to all other functions, the Professional's approval of shop drawings shall verify the submittals furnished by the Construction Contractor(s) conforms to the design intent of the Professional's Contract Documents/architectural and/or engineering drawings and specifications requirements. Provide written approval or rejection of shop drawings within ten (10) business days of receipt in the Professional's office. Provide and distribute one electronic copy in PDF format of approved submittals as directed by the Department.

Task 603 **PAYMENT PROCEDURES:** Monitor, evaluate, and provide timely administrative action, as necessary, to certify or reject, as appropriate, and process the Construction Contractor's schedule of costs and monthly submitted payment requests. Review of Payment Requests are to be completed concurrently by the Professional and the Department's Field Representative in which the Professional is to then provide comments to the Contractor.

Payment by the State of Michigan to the Construction Contractor shall be based on the Construction Contractor's approved completion of Contract work performed prior to the date of each monthly submitted payment request. Payment to the Construction Contractor for each monthly submitted payment request invoice shall be made to the Construction Contractor within thirty (30) consecutive calendar days following the Department's receipt and approval of an approved payment request invoice from the Professional. Certification or rejection of all submitted payment requests will be made by the Professional, in writing, within ten (10) business days of receipt in the Professional's office.

The Professional shall certify to the Department, in writing, the dollar amount the Professional determines to be due to the Construction Contractor for their monthly submitted payment request or the Professional shall return the payment request to the Construction Contractor indicating the specific reasons in writing for rejecting the Construction Contractor's monthly submitted payment request certification.

Issue an appropriate certificate for payment only pursuant to a correctly prepared and accurate payment request and only for acceptable Project work. Payment certification shall constitute a written representation by the Professional, to the Department, that based on their Construction Administration on-site field Inspections, and the Professional's evaluations of field reports, test results, and other appropriate and available factors, the quantity and quality of Project work for which the payment request is certified has been accomplished by the Construction Contractor in accordance with the design intent of the Contract Documents and that the payment request is consistent with the quantity and quality of acceptable Project work in place, and that the acceptable materials are properly stored on-site and/or off-site.

No payment request certificate shall be submitted that requests payment for disputed Project work or any Project work showing deficient test results. No payment request certificate may be submitted after the Construction Contract completion date which does not provide for withholding of assessable and/or projected liquidated damages.

Pursuant to the Department's notification, the Professional's certification shall reduce from the amount earned, two (2) times the amount of any current prevailing wage rate payment deficiency, as certified by the Department of Licensing and Regulatory Affairs, Wage and Hour Division against the Construction Contractor or any Subcontractor or supplier thereof. Payment request rejections shall be accompanied with a written explanation and a copy shall be submitted to the Project Director and Department Field Representative.

Task 604

CONSTRUCTION SCHEDULE PROGRESS: Monitor, evaluate, and provide timely administrative action, as necessary, to determine whether the Construction Contractor's construction work schedule and progress appear to be adequate to achieve the Project on time and on schedule. Notify the Department, in writing, within three (3) business days of receipt of the Construction Contractor's proposed Project construction schedule, or amendments thereto, if in the Professional's opinion such construction schedule will produce the Project within the allotted Construction Contract completion time. Notify the Construction Contractor and the Department, in writing, if in the Professional's opinion such schedule should be accepted or rejected. Revise the construction schedule of Task 514 to show that the proposed on-site visitations of Tasks 703-706 are consistent with the actual events of the Project construction schedule. Give prompt, written notification to the Construction Contractor(s) and to the Department of inadequate construction schedule progress.

Unless the Department determines that the needs of the Project require other action the Professional shall proceed as follows: (1) Investigate at the time of occurrence, any areas of inadequate progress whose consequence may be a delay in, or increased cost for, a work item; (2) Notify the Construction Contractor(s) and the Department of the Professional's opinion of the problem and responsibility for the delay and costs. Advise whether the delay in any work may result in delays in the Construction Contract completion date; and (3) Advise the Construction Contractor(s) and the Department, in writing, of recommended action(s) by respective parties necessary to facilitate actions by the Construction Contractor to complete the Project construction on schedule.

Bulletin Costs: During the 600 and 700 Construction Phase, review and evaluate the Construction Contractor's quotations for Bulletin work. Negotiate as appropriate to assure the Department's costs commensurate with the actual value of the Project work. Provide the Department with written recommendation(s) within five (5) business days of receipt of the quotation.

Evaluate any documentable impact on the Project construction schedule claimed by the Construction Contractor(s) arising from Bulletin work. Provide appropriate and timely action under terms allowable under the Construction Contract, to implement any Bulletin work which the Professional and the Department consider critical to the Project construction schedule, but whose cost is disputed.

Within ten (10) business days of its receipt, evaluate and provide the Department with appropriate written recommendations, along with an analysis of any request by the Construction Contractor(s) for a time extension of their Construction Contract completion date.

No recommendation for a Construction Contract time extension may be submitted to the Department which is not substantiated by the Professional's technical review and evaluation of the Project construction schedule showing critical path work, noncritical path work, and float time for the complete Project and any work at issue and having such detail as to clearly document the Construction Contractor's claim. Any recommendation for a time extension of the Construction Contractor's Contract completion date must include a complete analysis of all direct and indirect costs of the Construction Contractor, the Professional, and the Department regarding the time extension. Where the Project is not substantially complete on the Construction Contract completion date, notify the Construction Contractor and the Department, in writing, of the expiration of the Construction Contract completion date and of the assessment and/or withholding of liquidated damages.

Task 605

CONSTRUCTION TESTING PROGRAM: Monitor, evaluate, and provide timely administrative action as may be required in response to the results of the construction quality control and material testing program. In circumstances where the testing is not provided by the Department or the Professional, evaluate, and approve, or disapprove the Construction Contractor(s) work plan for providing all construction test reports.

Provide the Construction Contractor(s) and the Department with written evaluation of all construction test reports, copies of construction test reports, marked with the Professional's approval or disapproval within five (5) business days of receipt of the report.

Within five (5) business days of the receipt of any construction test reports not meeting the Construction Contract requirements direct the Construction Contractor(s), in writing, to take appropriate, corrective, or replacement measures within a prescribed time. Follow up, as appropriate, to require the Construction Contractor(s) to achieve the design intent of the Professional's Contract Documents and avoid delays to any element of work which may, in the Professional's opinion, result in a delay in the Construction Contract completion date. Notify the Construction Contractor, in writing, of any delinquent corrections/replacement and take administrative action in accordance with the Construction Contractor performance text of Task 606.

Task 606

CONSTRUCTION CONTRACTOR PERFORMANCE: Throughout the execution of the Project Construction Contract, monitor and evaluate the Construction Contractor(s) performance and quality assurance procedures and provide timely, administrative action to cause the Construction Contractor(s) to correct their construction deficiencies. With the Department's concurrence, the Professional may direct, in writing, the exposure and testing of any Project construction work, already in place or covered, which the Professional, and/or the Department, believes may not meet the design intent of the Professional's Contract Documents.

Notify the Construction Contractor, and the Department, in writing, within five (5) business days of its identification, of any aspect of the Construction Contractor's performance which is inconsistent with the Contract Documents or which, in the Professional's opinion, is inconsistent with the design intent of the Professional's Contract Documents. Prescribe a reasonable time for correction which will not jeopardize the Project construction schedule completion date. Exert all practical administrative means necessary to require the Construction Contractor to perform as required by their Construction Contract to meet the design intent of the Professional's Contract Documents/architectural and/or engineering drawings and specifications requirements.

Deficient Performance: Upon identification of deficient performance, where the Project Construction Contractor fails to provide timely or acceptable performance, the Professional shall proceed as follows: (1) Notify within three (3) business days the Department, the Construction Contractor and any affected surety, in writing, and by registered mail delivery, of the potential for the Construction Contractor's default action and the Professional's recommendation; (2) Identify applicable Construction Contract references, with design interpretation of such references, and clearly explain where the Construction Contractor's performance fails to meet the design intent of the Professional's Contract Documents; and (3) Specify a time and date for the Construction Contractor to begin active and continuous work towards Contract compliance and a specific time and date for completion.

Potential Default: Upon notification by the Department of potential default by the Construction Contractor, where the Project Construction Contractor fails to adequately perform, the Professional shall proceed as follows: (1) Document the potential default, in writing, to the Construction Contractor, the Construction Contractor's surety and the Department; (2) Provide an explanation of the consequences of the potential default to the Project; (3) Provide the Department with a complete set of Project record documentation necessary to assist the Department in the legal implementation of the Construction Contractor's default action; (4) Establish an appropriate amount and withhold from payment certification of the associated line item(s), include a retainage

consisting of any costs expended for testing and other investigations necessary to establish unsatisfactory performance plus a contingency amount, adequate for the Department to correct such unacceptable performance by means other than the Construction Contractor; and (5) Notify the Construction Contractor and their surety, in writing, of the withholding.

Default: Upon notification of the Project Construction Contractor's default, the Professional shall proceed as follows: (1) Identify the extent of defaulted and/or remaining Project work; (2) Recommend a procedural program for the Department to achieve the defaulted work within the remaining Project construction time schedule if possible; and (3) Provide modified Bidding Documents that will allow the Department to rebid the remaining portion of work using the Professional's recommendations. The Professional will be compensated by the Department with a Contract Change Order for providing the defaulted Construction Contractor assistance service.

Task 607 PUNCH LIST PROCEDURES: Prepare and distribute Punch Lists for each Construction Contract. Prescribe a reasonable time schedule for completion of all construction Punch List items and identify an additional amount to be withheld from payment should standard closeout schedule of values be deemed insufficient to assure the Department sufficient funds to cover all costs as may become necessary to complete the remaining delinquent work. Distribute Punch Lists within five (5) business days of the final Inspection. Notify the Construction Contractor of any delinquent Punch List construction corrections and take appropriate action in accordance with Tasks 604 and 606.

Task 608 CLAIMS: Evaluate and respond to any claims (in whole or in part) against the Department within five (5) business days of the receipt of such claim, in the Professional's office. Where any element of claims or subsequent litigation, are based, in whole or in part, upon any deficiency or delinquency in the Professional's services, the Professional shall provide, in a timely manner, all professional services necessary to defend the claim issue(s). No payment will be due for claim defense services accumulated under this Task until settlement or judgment of litigation concludes the claim issue. The claim settlement or judgment decision will be used as the basis for determining the Professional's obligation, if any, for the costs of such professional services and/or for any costs incurred by the Department for which performance by the Professional may be responsible or contributory. Billing under this claims Task will be in accordance with an appropriate Contract Modification and/or Contract Change Order.

Task 609 AS-BUILT DOCUMENTS: Within forty-five (45) consecutive calendar days after receipt of properly prepared and submitted Construction Contractor annotated as-built documents, incorporate, and render them into the Professional's original Contract Documents for as-built documents. The Professional shall provide the Design and Construction Division with the following two (2) types of deliverable as-built documents for Project close-out: 1) One (1) set of legible/reproducible bond copy completely updated and corrected, as-built records of the Contract Documents/architectural and/or engineering drawings; and 2) Two (2) electronic sets of completely updated and corrected as-built record close-out documents and architectural and/or engineering drawings, one in .pdf format and one in Auto CAD format that is "Auto CAD readable" and conforms to the American Institute of Architects (AIA) National CAD Standard format.

The as-built documents shall depict all construction modifications, additions, and deletions made either by Addendum, Bulletin, supplemental written instructions, and the written notations shown on the Construction Contractor's as-built drawings. The Professional's as-built architectural and engineering drawings shall be of such clarity, detail, and completeness that reference to other documents will not be required to describe or depict, the Project. The as-built documents shall be free of the Professional's original architectural and/or engineering final design errors and omissions. The Professional shall revise the final design as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the Project final on-site Inspection. The Professional's services for the Task 609, As-Built Documents are not complete until: (1) The as-built architectural and engineering drawings have been verified, in writing, by the Professional to the Project Director as being accurate and complete; and (2) The as-built architectural and engineering drawings have been turned over and accepted by the Department's, Project Director in writing.

Task 610 CLOSE-OUT PROCEDURES: Maintain for the Project record a schedule of the Construction Contractor's required submittals for Project close-out. Review and approve or reject all submittals as appropriate.

Within forty-five (45) consecutive calendar days after Substantial Completion of the Project, after building or Project occupancy, verify to the Department's, Project Director in writing, that the following documents have been received: (1.) All Project code compliance approvals; (2.) Final Inspections; (3.) Final occupancy permits; (4.) Construction Contractor's as-built final design marked-up architectural and engineering drawings; (5.) Copies of "Operation and Maintenance Manuals" of the Project systems; and (6.) Equipment warranties and guarantees.

Provide to the Design and Construction Division within forty-five (45) consecutive calendar days after Substantial Completion of the Project, three (3) copies of "Operation and Maintenance Manuals" of the Project systems and equipment. These close-out manuals shall include copies of reduced size, as-built architectural and engineering drawings, specifications, and all instructions published or furnished by respective manufacturers, construction code compliance certificates, equipment warranties, and guarantees. The manuals shall also include a complete description of the Professional's Final Design intent concepts, operation, and required maintenance of each system. Participate in the Construction Contractor's start-up and in the training instruction of State/Client Agency personnel in the operation and use of the Project systems.

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

The Department may provide full or part-time Department Field Representatives to monitor the coordination and progress of the services of the Professional and the Project work of the Construction Contractor(s). Such Inspections may generate reports, minutes of meetings, notes, and documents, which will be available to, and may be useful for, the Professional. The Project Director, or Department Field Representative, has the authority to require the Professional to respond to and resolve design related problems, construction field problems and to attend Project related meetings. Unless delegated by specific written notice from the Department, the Department Field Representative does not have any authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time.

The Professional shall provide sufficient field Inspections of the Project to administer the construction Phase field services and its related construction Phase administration office services, as directly related to the degree of Project complexity and, up to and including full-time field Inspections. The construction field Inspections shall occur as the construction on-site field conditions and the Project may require and during the regularly scheduled twice a month progress meeting. The Professional shall use for their construction field Inspection services, only personnel having such professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The Professional agrees that such characteristics are essential for the successful completion of the Project. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

The Professional shall review the Project construction work in place and that sequentially planned. The Professional shall determine whether the actual Project construction schedule progress appears to be in accordance with the approved Project construction schedule and whether the quality of the work appears to be in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements and are without apparent defects or deficiencies. No on-site advertising by, or of, the Professional or Project signs other than those appropriate to locate an approved field office will be permitted.

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| Task 701 | COORDINATION: Coordinate the Professional's staff, Consultant firm's staff, Construction Contractors, and all other Project related resources. |
| Task 702 | PRECONSTRUCTION MEETING: Preside at and record preconstruction/organizational meetings for each Construction Contract. Issue meeting minutes and the completed "DTMB 0460, Project Procedures" documents package. |
| Task 703 | CONSTRUCTION INSPECTIONS: The Professional and their Consultants shall conduct and record the principal events and status of the work of all scheduled and other on-site Project activities. The construction field Inspections shall occur as the field conditions and the Project may require and during the regularly scheduled progress and payment meetings. |

All construction progress Inspections shall be recorded in the form of a written report to the Department and the Construction Contractor within five (5) business days of the Project construction progress Inspection. The purpose of such Inspection/visitations includes, but is not limited to: (1) Achieve and maintain a working familiarity with the status, quantity, and quality of the Project construction work in place; (2) Determine if the

actual Project construction schedule progress is in accordance with the approved Project construction schedule; (3) Review the installation and determine the acceptability of preparations for, and installation of, pending critical construction components and activities; and (4) The Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify, in writing, to the Department's, Project Director and the Department Field Representative that the quantity and quality of all Project construction work is in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements.

- Task 704 **PROBLEM SOLVING MEETINGS:** Conduct and record problem solving meetings between the Professional and the Professional's Consultants, the Construction Contractor(s), their Subcontractors, the Department, the Project Director and the Department Field Representative, and any construction managers and other affected parties on-site or elsewhere to assess the construction work progress and provide design interpretation decisions to resolve problems affecting the construction work. These problem- solving meetings shall be scheduled as the construction field conditions and the Project may require, and/or shall be at such time as the Construction Contractor(s), the Professional, the Department, the Project Director, the Department Field Representative and any construction manager agree is appropriate to the Project construction work progress. Non-scheduled or emergency meetings shall be held at such time as necessary to maintain the schedule of various work items and to avoid delays in the Construction Contract completion date.
- Task 705 **PROGRESS MEETINGS:** Conduct and record scheduled Project construction progress meetings (twice a month) with the Project Director, the Department Field Representative, the State/Client Agency, the Construction Contractor(s), and any construction manager. Assess Project construction work progress and provide timely, administrative actions as necessary to maintain the Project construction work on schedule and respond to and resolve all design related and construction items affecting the Project construction cost and be in compliance with the design intent of the Contract Documents, in accordance with Tasks 513 and 514.
- Task 706 **FINAL PROJECT INSPECTION:** Conduct final construction field Inspections of the Project, in concert with the Construction Contractor(s), the Project Director, the Department Field Representative, the State/Client Agency, and any construction manager. Final Project field Inspections shall be conducted to witness and record equipment start-up and all testing, to verify, in writing, that each Construction Contractor has achieved Substantial Completion, to prepare Punch List(s) items, and to determine the status of any part of the Project construction work where the Department intends to take beneficial use or occupancy. Verify to the Project Director and Department Field Representative, in writing, the completeness and accuracy of the Construction Contractor's as- built drawings during the Project construction Phase Field Inspection(s) and identify any corrections required. The Professional shall revise the final as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the Project final Inspection. Determine to the extent possible that the Project has been constructed in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements and that all equipment and systems function without defects.

ARTICLE II COMPENSATION

In consideration of the performance of this Contract, the Department agrees to pay the Professional, as compensation for professional services, an hourly billing rate for each employee providing a direct service to this Project, on a not-to-exceed basis as specified herein, subject to subsequent modification mutually agreeable to the parties hereto; provided, however, the Professional may not incur costs, or bill the Department, for professional services in excess of the estimates established for this Project without the prior written agreement of the Department. The attached proposal prepared by the Professional in response to the Request for Proposal, by the Owner, may describe methodology, services, schedule, and other aspects of the work to be performed under the Contract but does not supersede the Contract.

Compensation to the Professional shall be on an hourly billing rate basis for professional services rendered by salaried and non-salaried professional, technical, and non-technical support employees, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the amount authorized for that Phase, unless authorized in writing by the Department's approved Contract Change Order.

Professional services shall not be performed, and no Project expense shall be incurred by the Professional prior to the issuance of a written and signed Professional Services Contract and a DTMB Form 0402 - Contract Order by the Department to the Professional, authorizing the Professional to start the Project work.

The preparation of Bulletins and Contract Change Orders resulting from increases in the Project scope of work or previously unknown on-site field conditions will be compensated to the Professional, as approved by the Project Director, on an hourly billing rate basis in accordance with this article.

This compensation shall not exceed seven and half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional and the Project Director. The Professional shall provide, at no additional compensation, professional services necessary to respond to and resolve all Construction Contractor design related claims arising wholly or in part from the Professional's Contract Documents errors or omissions or other aspects of the Project's design or the Professional's performance which are inconsistent with the Professional or Construction Contract. Reproduction costs for the Professional firm's interpretations, study/design clarifications, and Bulletins necessary to achieve the Contract scope of work final design requirements is not allowable for reimbursement and shall be accounted as part of the Professional firm's lump sum fee of this Contract.

- 2.1 PREMIUM TIME/OVERTIME: This Contract anticipates that no premium or overtime is required to achieve this Project's scope of work. No compensation will be allowed to the Professional for any premium or overtime cost incurred to achieve the Project schedule of this Contract, unless directed in writing by the Project Director.
- 2.2 EMPLOYEE HOURLY BILLING RATES: Hourly billing rates will include all direct and indirect monetary costs to the State for the Professional's services under this Contract other than the authorized and approved reimbursements. Hourly billing rates shall be based on the Professional's documented historical operating expenses and adjusted for Project specific costs. In no case shall this documentation period include more than eighteen (18) months prior to the date of award of this Contract. The Professional may not provide different hourly billing rates for the same individual for different Phases.

No lump-sum subcontracts for the professional services of any employee may be billed against this Contract. Any employee associated with this Project who performs the professional services of a subordinate or of a position classification having a lower classification/pay range shall be accounted and paid for at the lower hourly billing pay rate. The hourly billing rate charge of any employee may be changed by the Professional with a written and Department approved Contract Modification during the life of this Contract to account for normal personnel pay increases.

Hourly billing rates include but are not limited to: Overhead items such as employee fringe benefits, vacations, sick leave, insurance, taxes, pension funds, retirement plans, meals, lodging, computer costs/operating costs and time, telephone, telephone-related services, and all reproduction services (except Contract Bidding Documents).

The hourly billing rate also includes all reproduction costs for design interpretations, study/design clarifications and Bulletins related to design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, design interpretations, or construction on-site/field Inspections), and all similar, or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rate.

All incidental postage, mail, or other shipping or delivery services, acquisition, bad debts, previous business losses, employment fees, depreciation, and operating costs for equipment, including computer design and/or computer drafting systems, and any specialized testing equipment are to be included. The hourly billing rate shall include, without exception, secretarial, computer/typing/word processing, editing, and clerical services utilized in any way for the Project as well as other non-technical and/or overhead employees. The hourly billing rate also includes all profit without regard to its form or distribution.

Items not allowable as part of the Professional's calculated hourly billing rate include but are not limited to: Any costs associated with litigation and settlements for the Professional, or other liability suits, out-of-state offices, and associated travel, bonuses, profit sharing, premium/overtime costs, public relations, entertainment, business promotion, contributions, and various speculative allowances.

The hourly billing rate for the Professional may not be applied to the work of the Professional's Consultant's staff. Each Consultant firm must submit a separate hourly billing rate with proper documentation for the Consultant services they will provide as part of the Proposal.

The hourly billing rate of the respective Consultant firm shall be used for that Consultant firm's personnel only. The Professional's Consultant services shall be billed as an authorized reimbursable expense item at a direct cost times the Firm's mark-up percentage, not to exceed 5%, accepted by the Department.

2.3 RANGE OF EMPLOYEE HOURLY BILLING RATES: The Professional shall identify the service being provided and include the Professional's or Consultant's employee(s) full names and position classifications for the Project and their current hourly billing rates at the beginning and at the anticipated end of the Project. This hourly billing rate range shall reflect any anticipated pay increases over the life of the Contract. The range of hourly billing rates for any employee position or classification may not be changed without an approved Contract Modification.

2.4 DIRECT COST REIMBURSEMENT ITEMS: The Professional's Consultant services, and authorized reimbursable expenses shall be treated as an authorized reimbursable expense item at a direct cost times the firm's mark-up percentage amount approved by the Department, not to exceed 5%. Reimbursement of authorized expense items at direct cost times the firm's mark-up percentage amount is intended only to compensate the Professional for their direct costs.

The Professional shall be responsible for the selection of the supplier of their professional services or materials, the coordination, adequacy, and application of their professional services, whether provided by the Professional's staff or provided by their Consultant, and therefore responsible for any Project costs that exceed the Contract per Phase reimbursement Budget.

For Projects further than 100 miles one-way from the Professional firm's office, travel expenses to the project site will be allowed as a reimbursable expense at the State of Michigan's rates, based on DTMB's Vehicle and Travel Services Travel Rate Reimbursement for premium mileage rates in effect at execution of this contract. Mileage allowed will be actual, less 100 miles each way. Other travel expenses are not to be included, unless specifically authorized in writing.

In addition, direct cost reimbursement items may include soil borings, site surveys and any required laboratory testing not performed in house, Design Code Compliance and Plan Review Approval Fees by the licensing agency; reproduction of documents for legislative presentation, artistic productions, mobilization of testing equipment, laboratory costs for testing samples, per-linear-foot cost of soil borings and specialized inspections of the structural, mechanical, electrical, chemical or other essential components of the Project.

Compensation for this Contract shall not exceed the amounts per Project Phase shown in the attached Contract Order unless authorized by a Department approved Contract Modification. It shall be the Professional's responsibility to carefully monitor their and their Consultant firms Project costs, activities, and progress and to give the Project Director timely notification of any justifiable need to increase the authorized fee. The Professional may not proceed with professional services that have not been authorized by the Project Director and shall immediately notify the Project Director if such services have been requested or have become necessary. Identification of Professional and Consultant staff, hourly billable rates, and an itemized list per Project Phase of authorized direct cost reimbursement items are identified in the attached Professional's proposal.

ARTICLE III PAYMENTS

Payment of the professional services fee shall be based on the Professional's performance of authorized professional service(s) performed prior to the date of each submitted payment request. Payment requests shall be submitted monthly to the Project Director on a payment request form (DTMB- 440). Payment for each monthly submitted payment request shall be made within thirty (30) consecutive calendar days following the Department's approval of the payment request.

Payment requests shall include signed certification by the Professional of the actual percentage of work completed as of the date of invoicing for each Phase and summarize the amounts authorized, earned, previously paid, and currently due for each Project Phase. Payment requests shall be supported by itemized records or documentation in such form and detail as the Department may require. Each of the Professional's Consultant's submitted payment request applications shall include similar information.

This includes, but is not limited to:

- a) Phase Numbers for the professional services provided.
- b) Professional's personnel and position/classification providing service and hours worked
- d) Current hourly billing rate charges for each individual position/classification.
- e) Copy of certified on-site visitation log or site visit report showing time on-site.

- f) Itemized invoices from each of the Professional's Consultant's documenting that firm's professional services charge and the Project work related services provided.
- g) Authorized reimbursable expense items provided with receipts and invoices.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify the Professional of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to the Professional's continuing obligations, including claims for deficiencies or substandard Contract Activities. The Professional's acceptance of final payment by the State constitutes a waiver of all claims by the Professional against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under the Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic funds transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy if may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

ARTICLE IV ACCOUNTING

The Professional shall keep current and accurate records of Project costs and expenses, of hourly billing rates, authorized reimbursable expense items, and all other Project related accounting document to support the Professional's monthly application for payment. Project records shall be kept on a generally recognized accounting basis. Such records shall be available to the Department for a period of three (3) years after the Department's final payment to the Professional. The State of Michigan reserves the right to conduct, or have conducted, an audit and inspection of these Project records at any time during the Project or following its completion.

ARTICLE V INSURANCE

The Professional shall purchase, maintain and require such insurance that will provide protection from claims set forth below which may arise out of or result from the Professional firm's services under this Contract, whether such service is performed by the Professional or performed by any of the Professional Firm's Consultant's or by anyone directly or indirectly employed by them, or by anyone for whose acts they may be liable. The following insurance policy limits described below are intended to be the minimum coverage acceptable by the State:

For this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

- (a) The Professional must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of or result from or are alleged to arise out of or result from the Professional's or a consultant's performance, including any person directly or indirectly employed by the Professional or a Consultant, or any person for whose acts the Professional or a consultant may be liable.
- (b) The Professional waives all rights against the State for the recovery of damages that are covered by the insurance policies the Professional is required to maintain under this Section. The Professional's failure to obtain and maintain the required insurance will not limit this waiver.
- (c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self- insurance) carried by the State.
- (d) The State, in its sole discretion, may approve the use of a fully funded self-insurance program in place of any specified insurance identified in this Section.
- (e) Unless the State approves, any insurer must have an A.M. Best rating of "A-" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State. To view the latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) visit the A.M. Best Company internet web site at <http://www.ambest.com>.

- (f) The Professional is responsible for the payment of all deductibles.
- (g) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.
- (h) Workers' Compensation Insurance: The Professional must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Professional's domicile. If the applicable coverage is provided by a self-insurer, the Professional must provide proof of an approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of the Professional's domicile, the Professional must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.
- (i) Except where the State has approved a subcontract with other insurance provisions, the Professional must require any Consultant to purchase and maintain the insurance coverage required in this Article. Alternatively, the Professional may include a Consultant/Subconsultant under the Professional's insurance on the coverage required in that Section. The failure of a Consultant/Subconsultant to comply with insurance requirements does not limit the Professional's liability or responsibility.
- (j) If any of the required policies provide claims-made coverage, the Professional must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Professional must purchase extended reporting coverage for a minimum of three (3) years after completion of work.
- (k) Professional must: (a) provide insurance certificates to the Contract Administrator, containing the (1) project file number; (2) the project title; and (3) description of the program, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that consultants maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Professional must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$2,000,000 General Aggregate	Professional must have their policy follow form.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Professional must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	
Environmental and Pollution Liability (Errors and Omissions) ***	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	Professional must have their policy: (1) be applicable to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non Owned disposal site liability; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents" as additional insured.

(*** Professional to include Pollution Liability Insurance if needed ***)

ARTICLE VI INDEMNIFICATION

- (a) To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Professional in the performance of this Contract and that are attributable to the negligence or tortious acts of the Professional or any of its Subconsultants/Consultants, or by anyone else for whose acts any of them may be liable.
- (b) Employee Indemnification: In any and all claims against the State of Michigan, its departments, divisions, agencies, boards, sections, commissions, officers, employees and agents, by any employee of the Professional or any of its Subconsultants/Consultants, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Professional or any of its Subconsultants/Consultants under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.
- (c) Patent/Copyright Infringement Indemnification: To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Professional or its Subconsultants/Consultants, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or services, or its operation, become or in the State's or Professional's opinion be likely to become the subject of a claim of infringement, the Professional shall at the Professional's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Professional, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Professional, (iii) accept its return by the State with appropriate credits to the State against the Professional's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Professional shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Professional, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Professional under this Contract.

ARTICLE VII OWNERSHIP OF DOCUMENTS

All Project deliverables, including but not limited to reports, Bidding Documents, Contract Documents, electronic documents and data, and other Project related documents, including the copyrights, prepared and furnished by the Professional shall become the property of the State of Michigan upon completion of the Project, completion and acceptance of the professional's work, or upon termination of the Contract. Project deliverables shall be delivered to the Department upon their request. The Professional shall have no claim for further employment or additional compensation because of this Contract requirement. The Professional may retain a copy of all Project documents for their files. The professional is to provide unedited CAD files (without Professionals title block) to the Contractor as requested for use in creating Shop Drawings at no additional cost.

If the Professional is in default or breach of its obligations under this Contract, the State shall have full ownership rights of the Project deliverables, including Bidding Documents and Contract Documents, including all electronic data. If the Professional is in default or this Contract Agreement is terminated, the State shall not use the Contract Documents and deliverables of this Contract for completion of the Project by others without the involvement of other qualified Professionals who shall assume the professional obligations and liability for the Project work not completed by the Professional.

To the fullest extent allowed by law, the State releases the Professional, the Professionals Consultant(s) and the agents and employees of any of them from and against legal claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the State's use of the Contract Documents other than in accordance with this Contract Agreement. All Contract deliverables listed may be published or issued for informational purposes without additional compensation to the Professional. The Professional may not use any of the Contract Documents and Contract deliverables for any purpose that may misrepresent the professional services they provided. The Professional shall retain full rights to the Contract Documents and deliverables and the right to reuse component information contained in them in the normal course of the Professional's professional activities.

The Contract deliverables, Contract Documents, or other documents produced under this Contract may be used by the Department, or others employed by the Department or State of Michigan, for reference in any completion, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without monetary compensation to the Professional.

The State of Michigan will not construct additional Projects or buildings based on the work of this Contract without notice to the Professional.

Whenever renderings, photographs of renderings, photographs or models, or photographs of the Project are released by the State of Michigan for publicity, proper credit for design shall be given to the Professional, provided the giving of such credit is without cost to the State of Michigan

ARTICLE VIII TERMINATION

The State may, by written notice to the Professional, terminate this Contract in whole or in part at any time, either for the State's convenience or because of the failure of the Professional to fulfill their Contract obligations. Upon receipt of such notice, the Professional shall:

- a) Immediately discontinue all professional services affected (unless the notice directs otherwise), and
- b) Deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Contract, whether completed or in process.

8.1 If the termination is for the convenience of the State, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed professional services.

8.2 If the termination is due to the failure of the Professional to fulfill their Contract obligations, the State may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Professional shall be liable to the State for any additional cost occasioned to the State thereby.

8.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Professional had not so failed, the termination shall be deemed to have been affected for the convenience of the State. In such event, adjustment in the Contract price shall be made as provided in Section 8.1 of this article.

The rights and remedies of the State provided in this article are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE IX SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither of the parties hereto shall assign this Contract without the prior written consent of the other.

ARTICLE X GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of Michigan.

ARTICLE XI NONDISCRIMINATION

In connection with the performance of the Project under this, the Professional agrees as follows:

- a) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex (*as defined in Executive Directive 2019-09*), height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. The Professional will provide equal employment opportunities to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive equal employment opportunity consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the job or position.
- b) The Professional or their collective bargaining representative will send to each labor union or representative of workers with which is held a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Professional's nondiscrimination commitments under this article.
- c) The Professional will comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq; Executive Directive 2019-09; and all published rules, regulations, directives and orders of the Michigan Civil Rights Commission which may be in effect on or before the date of award of this Contract.
- e) The Professional will furnish and file nondiscrimination 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 the Professional and of each of their Consultant firms. The Professional will permit access to all books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain nondiscrimination compliance with this Contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Article 6, 1976 PA 453, as amended.
- f) In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that the Professional has not complied with the contractual nondiscrimination obligations under this Contract, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which the State Administrative Board may order the cancellation of the Contract found to have been violated, and/or declare the Professional ineligible for future Contracts with the State and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the Professional complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all the persons with whom the Professional 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 State shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- g) The Professional shall also comply with the nondiscrimination provisions of 1976 PA 220, as amended, concerning the civil rights of persons with physical or mental disabilities.
- h) The Professional will include, or incorporate by reference, the nondiscrimination provisions of the foregoing paragraphs a) through g) in every subcontract or Contract Order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or Contract Order that said nondiscrimination provisions will be binding upon each of the Professional's Consultant's or seller.

ARTICLE XII CONTRACT CLAIMS AND DISPUTES

In any claim or dispute by the Professional which cannot be resolved by negotiation, the Professional shall submit the claim or dispute for an administrative decision by the Department of Technology, Management and Budget, Director of State Facilities Administration within thirty (30) consecutive calendar days of the end of the disputed negotiations, and any decision of the Director of State Facilities Administration may be appealed to the Michigan Court of Claims within one (1) year of the issuance of the Director's decision. The Professional agrees that the Department's appeal procedure to the Director of State Facilities Administration is a prerequisite to filing a suit in the Michigan Court of Claims.

ARTICLE XIII DEFINITION OF TERMS

The definition of terms and conditions of this Contract are described and outlined in the following Articles 1 through 14 and attached appendices. The capitalized defined terms used in this Professional Services Contract shall have the following definitions:

ADDENDA: Written or graphic numbered documents issued by the Department and/or the Professional prior to the execution of the Construction Contract which modify or interpret the Project Bidding Documents, including architectural and/or engineering drawings, and specifications, by additions, deletions, clarifications, or corrections. The Addenda shall: (1) Be identified specifically with a standardized format; (2) Be sequentially numbered; (3) Include the name of the Project; (4) Specify the SIGMA Funding Information, Project File No., the Contract Order No. Y, and a description of the proposed Addenda; and (5) Specify the date of Addenda issuance. As such, the Addenda are intended to become part of the Project Contract Documents when the Construction Contract is executed by the Professional's recommended lowest responsive, responsible qualified Construction Contractor. An Addendum issued after the competitive construction Bid opening to those construction Bidders who submitted a Bid, for the purpose of rebidding the Project work without re-advertising, is referred to as a post-Bid Addendum.

BID: A written offer by a construction Bidder for the Department. Project construction work, as specified, which designates the Construction Bidder's Base Bid and Bid price for all alternates.

BIDDER: The person acting directly, or through an authorized representative, who submits a competitive Construction Bid directly to the Department.

BIDDING DOCUMENTS: The Professional's Project Contract Documents as advertised, and all Addenda issued before the construction Bid opening, and after the Construction Bid opening, if the Project construction work is rebid without re-advertising. Bidding documents shall consist of: the Phase 500 - Final Design architectural and/or engineering drawings and specifications, any Addenda issued, special, general, and supplemental conditions of the Construction Contract, and modifications, if any, to standard forms provided by the Department. Such forms consist of: the Project advertisement, the Instructions to Bidders, the proposal forms, general, supplemental, and any special conditions of the Construction Contract, and the form of agreement between the Department and the Construction Contractor for the project work requirements.

BID SECURITY: The monetary security serving as guarantee that the Bidder will execute the offered Construction Contract or as liquidated damages in the event of failure or refusal to execute the Construction Contract.

BUDGET: The maximum legislatively authorized Budget amount to be provided by the State of Michigan and available for a specific purpose or combination of purposes to accomplish the project for this Contract.

BULLETIN: A standard document form (DTMB-0485, Bulletin Authorization No. and the DTMB-0489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders) used by the Department to describe a sequentially numbered change in the Project under consideration by the Department and the Professional and to request the Construction Contractor to submit a proposal for the corresponding adjustment in the Contract price and/or Contract time, if any. These standard document forms are a part of the "DTMB-0460, Project Procedures" documents package.

CONSTRUCTION CONTRACT: A separate written Contract agreement between the Construction Contractor and the Department for the construction, alteration, demolition, repair, or rebuilding of a State/Client Agency building or other State property.

CONSTRUCTION CONTRACTOR: Any construction firm under a separate Contract to the Department for construction services.

CONSTRUCTION INSPECTION SERVICES: The Professional's field inspections of the Project during the construction Phase of this Contract which includes but is not limited to: (1) Documenting the quantity and quality of all Project construction work and verifying that the Project construction work is properly completed; (2) Resolve Project problems that are affecting the Project construction work, certify payment requests, process Bulletins, Contract Change Order recommendations, and requests for information (RFI's) in a timely manner as prescribed in the

Department's, current version of MICHSPEC or DC Spec as adopted and modified by the State of Michigan and incorporated into the Construction Contract; and the (3) Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's Project Director and the Department Field Representative that the Project construction work is in compliance with the Professional's design intent and that the Project has been completed by the Construction Contractor in accordance with the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements. The Professional shall provide sufficient Inspections of the Project during the construction Phase to administer the construction Phase field and office services as directly related to the degree of Project complexity, up to and including full-time field Inspections. Construction field Inspections shall occur as the construction field conditions and the Project may require and during the regularly scheduled progress (twice monthly) meetings. The Professional shall use for their construction field Inspection services, only personnel having professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The Professional agrees that such characteristics are essential for the successful completion of the Project. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

CONSULTANT: Any individual, firm, or employee thereof, not a part of the Professional's staff, but employed by the Professional and whose professional service cost is ultimately paid by the State of Michigan, either as a direct cost or authorized reimbursement. This includes the recipient(s) of Contract Orders for material, support, and/or technical services. Also, included are persons and firms whose management and/or direction of services are assigned to the Prime Professional as may be provided elsewhere in this Contract.

CONTRACT CHANGE ORDER: A standard document form (DTMB-0403) issued and signed by the State of Michigan and signed by the Professional which amends the Project Design Professional's Contract Documents for changes in the Appendix 1 – Project/Program Statement or an adjustment in Contract price and/or Contract time, or both.

CONTRACT DOCUMENTS: The Professional's Phase 100 – Study, Final Report and Phase 500 - Final Design architectural and/or engineering plans/drawings, specifications, Construction Contract, instructions to construction Bidders, proposal, Bidding Documents, agreement, conditions of the Contract, payment bond, performance/labor and material bond, prevailing wages if applicable, all Addenda, and attachments as may be necessary to comprise a Construction Contract for the Project. Specifications for this Contract will be prepared for Division 00 through 49, in the current version of the Master Format Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the Project.

CONTRACT MODIFICATION: A form (DTMB-0410) amending the Contract signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the Appendix 1 – Project/Program Statement or previously unknown on-site field conditions as approved by the Department will be compensated to the Professional by way of the Contract Modification in accordance with the Article 2, Compensation text of this Contract. Any Contract Modification of this Professional Services Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the Department may require. No Contract Modification will be approved to compensate the Professional for correcting, or for responding to claims or litigation for, the Professional's Phase 100 – Study, Final Report and Phase 500 - Contract Documents/architectural and/or engineering study/design errors, omissions or neglect on the part of the Professional.

CONTRACT ORDER: A form (DTMB-0402) issued and signed by the State of Michigan authorizing a Professional to: (1) Begin to incur Project expenses and proceed with the Project on-site; and (2) Provide professional services for the fee amount designated in the Phases of the Contract Order. Issuance of the DTMB-0402 certifies that: (1) The State will enter into a Professional Services Contract for the professional services described in the various Phases of this Contract; and that (2) The proper three (3) sets of Certificate of Insurance documents have been received and accepted by the State along with the approval and signing of the Professional's Professional Services Contract by the SFA, DCD Director.

DEPARTMENT: The Department of Technology, Management and Budget, State Facilities Administration, Design and Construction Division. The Department will represent the State of Michigan in all matters pertaining to this Project. This Professional Services Contract will be administered through the Department on behalf of the State of Michigan and The State/Client Agency.

DESIGN MANUAL: Provides the Professional with information regarding the Department's current "DTMB DCD Design and Construction Standards for Office Construction and Tenant Fit out" and Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies and Professional Services Contractors" review process requirements regarding the uniformity in Contract materials presented to it by the Professional and the State/Client Agency(ies). This manual contains the following noted standards, instructions, and procedures information for: (1) General instructions for planning documents from Phase 100-Study through Phase 500-Final Design; (2) Net and gross area/volume; (3) Project cost format; (4) Outline architectural and engineering specifications; (5) Specifications in documentation Phase; (6) Instructions for proposal; (7) Bidders questionnaire; and the (8) Project job sign

DIRECTOR: The Director of the Department of Technology, Management and Budget or their authorized State of Michigan representative.

DIRECTOR-SFA: The Director of the Department of Technology, Management and Budget, State Facilities Administration, or their authorized State of Michigan representative.

DEPARTMENT FIELD REPRESENTATIVE: An employee of the State under the direction of the Department who provides the inspection of construction Projects for compliance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specification requirements and the building construction codes. The Department Field Representative is the liaison between the Construction Contractor, the Professional, and the Project Director. The Project Director, or the Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project meetings. Unless delegated by specific written notice from the Department, the Department Field Representative has no authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time. The Department Field Representative is included throughout all other phases (100 – 400) to provide additional knowledge and input throughout the development of the project.

INSPECTION: The Professional and their Consultant firm's on-site and/or off-site examination of the Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's, Project Director and the Department Field Representative that the quantity and quality of all Project construction work is in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements.

KEY PRINCIPAL PERSONNEL/EMPLOYEE: An individual employee of a Professional who is essential for the successful completion of the Project.

NOTICE OF INTENT TO AWARD: A written notice to the Construction Contractor, by the Department accepting the Professional's written recommendation to award the construction Bid to the lowest responsive, responsible best value construction Bidder. The Notice of Intent to Award letter will also designate the Contract price and itemize the alternates that the Department, at its sole discretion has accepted.

PHASE: A discretely distinguishable step necessary to produce the Project during the Professional providing architectural and/or engineering study, design, and construction administration services.

PRIME PROFESSIONAL SERVICES CONTRACTOR/PROFESSIONAL: An individual, firm, partnership, corporation, association, or other legal entity who is legally permitted by law to sign and seal final design construction Contract Documents and licensed under the State of Michigan's professional licensing and regulation provisions of the Occupational Code (State Licensing Law), Act 299 of the Public Acts of 1980, Article 20, as amended, to practice architecture, engineering, environmental engineering, geology, civil, land surveying, or landscape architecture services in the State of Michigan.

The Prime Professional Services Contractor/Professional is also legally permitted by the State of Michigan's regulation provisions of the State Construction Code, Act 230 of the Public Acts of 1972, as amended, and designated in a Construction Contract by the Department to recommend construction progress payments to the Construction Contractor.

PROJECT: Any new construction, existing site, new utilities, existing building renovation, roof repairs and/or removal and replacement, additions, alteration, repair, installation, construction quality control and material testing services, painting, decorating, demolition, conditioning, reconditioning or improvement of public buildings, works, bridges, highways or roads authorized by the Department that requires professional study/design services as part of this Contract.

PROJECT COST: The total Project cost including, but not limited to, site purchase, site survey and investigation, hazardous material abatement, construction, site development, new utilities, telecommunications (voice and data), professional fees, construction quality control and material testing services, testing and balancing services, furnishings, equipment, architectural and/or engineering plan(s)/drawing(s) design code compliance and plan review approval fees and all other costs associated with the Project.

PROJECT DIRECTOR: The professional licensed employee of the Department who is responsible for directing and supervising the Professional's services during the life of this Contract. The Project Director, or the Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project related meetings.

PROJECT/PROGRAM STATEMENT: The Project/Program Statement is provided by the Department and defines the scope of the problem, describes why this Project is desirable, and provides a preferred resolution of the problem.

PROJECT TEAM: The Professional, the Project Director, the Department Field Representative, a representative of the State/Client Agency, and others as considered appropriate by the Department.

PUNCH LIST: A list of minor construction Project items to be completed or corrected by the Construction Contractor, any one of which do not materially impair the use of the Project work, or the portion of the Project work inspected, for its intended purpose. A Punch List shall be prepared by the Professional upon having made a determination that the Project work, or a portion of the Project construction work inspected, in concert with the Professional, the Construction Contractor, the Department, the Project Director and the Department Field Representative, the State/Client Agency and any construction manager, is substantially complete and shall be attached to the respective DTMB-0455, Certificate of Substantial Completion form. This standard document form is a part of the "DTMB-0460, Project Procedures" documents package.

SOIL EROSION AND SEDIMENTATION CONTROL: The planning, design and installation of appropriate Best Management Practices (as defined by the most current version of the Department's Soil Erosion and Sedimentation Control Guidebook) designed and engineered specifically to reduce or eliminate the off-site migration of soils via water runoff, wind, vehicle tracking, etc. and comply with the Soil Erosion and Sedimentation Control in the State of Michigan as regulated under the 1994 Public Act 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Soil Erosion and Sedimentation Control associated with this Contract will be monitored and enforced by the Department of Technology, Management and Budget, State Facilities Administration, Soil Erosion and Sedimentation Control Program.

STATE: The State of Michigan in its governmental capacity, including its departments, agencies, boards, commissions, officers, employees, and agents. Non-capitalized references to a state refer to a state other than the State of Michigan.

STATE/CLIENT AGENCY: A Department of the State of Michigan, for whose use the Project will ultimately serve, which requires professional architectural and/or engineering design services.

SUBSTANTIAL COMPLETION: The form (DTMB-0445) stating that the Project work, or a portion of the Project work eligible for separate Substantial Completion, has been completed in accordance with the design intent of the Professional's Contract Documents to the extent that the Department and the State/Client Agency can use or occupy the entire Project work, or the designated portion of the Project work, for the use intended without any outstanding, concurrent work at the Project work site, except as may be required to complete or correct the Project work Punch List items.

SUSTAINABLE DESIGN: The Professional's use of a balance of appropriate materials, products and design methods that reduce the impact to the natural ecosystems and be within the Budget constraints of the Project. Sustainable Design shall be used wherever possible by the Professional in their Project design and an itemized list shall be provided with the Professional's Contract Documents that identifies the processes and products.

TASK: Shall mean the following: (1) A quantifiable component of design related professional architectural and/or engineering study/design Task services required to achieve a Phase of the Project; (2) The most manageable sub-element within a study/design Phase; (3) A unique item of work within a study/design Phase for which primary responsibility can be assigned; and (4) Has a time related duration and a cost that can be estimated within a study, design, and construction Phase.

ARTICLE XIV COMPLETE AGREEMENT/MODIFICATION

This Professional Services Contract constitutes the entire agreement as to the Project between the parties. Any Contract Modification of this Contract and the Project/Program Statement must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered to compensate the Professional for correcting, or for responding to claims or litigation for the Professional's Contract Documents/architectural and/or engineering study/design errors, omissions or neglect on the part of the Professional.

APPENDIX 1

PROJECT/PROGRAM STATEMENT

PROJECT STATEMENT

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
Design and Construction Division
3111 West St. Joseph Street
Lansing, Michigan 48909

FILE NUMBER Various	ACCOUNTING TEMPLATE Various	PROPOSAL DUE DATE Thursday, March 11, 2021
CLIENT AGENCY Department of Technology, Management and Budget		
PROJECT NAME AND LOCATION 2021 Indefinite Scope Indefinite Delivery (ISID) for General Professional Design Services		
PROJECT ADDRESS (if applicable) Various		
CLIENT AGENCY CONTACT		TELEPHONE NUMBER
DTMB - DCD PROJECT DIRECTOR Tim Hall		TELEPHONE NUMBER 517.881.4173
WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION: No Pre-Proposal Meeting or Walkthrough will be held.		
<input type="checkbox"/> MANDATORY (Check box if Mandatory)		

PROJECT DESCRIPTION/SERVICES REQUESTED

Provide professional architectural, engineering, surveying, or landscape architectural ISID services for a variety of state funded construction projects.

Please NOTE:

- Proposal responses MUST also be uploaded to SIGMA VSS. Please enter \$1.00 total cost as proposal amount. Additionally, hard copy proposals MUST also be received by 2:00 p.m., local time on the date due to be considered responsive and responsible.
- Please remember that individual attachments can be no larger than 6mb.
- If you experience issues or have questions regarding your electronic submission, you must contact the SIGMA Help Desk for assistance. They can be reached by telephone at 888.734.9749 or by email at sigma-procurement-helpdesk@michigan.gov
- Vendors are reminded to keep our office apprised of SIGMA VSS issues and to include your SIGMA ticket number when communicating with our office. Emailed submissions will need prior DCD approval and will be handled on a case-by-case basis. Approved emailed submissions MUST be received prior to 2:00 p.m. deadline to be considered responsive and responsible.

NIGP CODES

90607, 90610, 90632, 90638, 90642, 90644, 90646, 90648, 90658, 90672, 92507, 92531, 92540, 92588

DESIRED SCHEDULE OF WORK

Dependent on the assigned project.

ACCEPTING RFP QUESTIONS UNTIL: 12:00 p.m., local time on Thursday, March 4, 2021

Please do not submit online questions via VSS. ALL questions should be emailed to Tim Hall at hallt2@michigan.gov

REFERENCE STANDARDS: This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (DCH, EGLE, DNR, and MIOSHA), and any other local regulations and standards that may apply.

This form is required to be a part of the professional service contract. (Authority: 1984 PA 431)

Attachment(s)



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 State Facilities Administration
 Design and Construction Division

REQUEST FOR PROPOSAL ADDENDUM NO. 1

This form identifies an Addendum to a Request for Proposal for Professional Services, and incorporates interpretations or clarifications, modifications, and other information into the Request for Proposals. Addenda will be numbered by the Project Director and distributed through SIGMA Vendor VSS as an attachment.

TO: ALL PROPOSERS	DATE ISSUED February 2, 2021
PROJECT NAME 2021 Indefinite Scope Indefinite Delivery Request for Proposal for General Professional Design Services (Architectural Engineering, Landscape Architecture)	FILE NUMBER
PROJECT DIRECTOR Tim Hall	PROPOSAL DUE DATE: Thursday, March 11, 2021

ADDENDUM ITEMS: (attach additional sheets and drawings if required)

Please replace Questionnaire posted on January 25, 2021 with the Questionnaire posted today with a revision date of 210202

End

APPROVED BY:
 Tim Hall
 PROJECT DIRECTOR
 DATE February 2, 2021



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
Design and Construction Division

REQUEST FOR PROPOSAL
ADDENDUM NO. 2

This form identifies an Addendum to a Request for Proposal for Professional Services, and incorporates interpretations or clarifications, modifications, and other information into the Request for Proposals. Addenda will be numbered by the Project Director and distributed through SIGMA Vendor VSS as an attachment.

TO: ALL PROPOSERS	DATE ISSUED March 5, 2021
PROJECT NAME 2021 Indefinite Scope Indefinite Delivery Request for Proposal for General Professional Design Services (Architectural Engineering, Landscape Architecture)	FILE NUMBER
PROJECT DIRECTOR Tim Hall	PROPOSAL DUE DATE: March 11, 2021

ADDENDUM ITEMS: (attach additional sheets and drawings if required)

Below are the questions received and Design and Construction's response

Q1 – Are we required to keep the questionnaire in the word document and format or can we recreate it to match our overall proposal style / font. No information will be cut or excluded.

Response – As long as the DTMB logo, wording, and order are maintained, you may modify the document to match your overall proposal style / font.

Q2 – Under the Article 1 Business Organization section requests submitting firms to list "partnering organizations". If one or more partnering organizations are listed and the intent is that those firms will be providing services beyond what the primary firm offers, should the resumes of team members from the partnering organizations be included in Part I Technical Proposal (II-2 Personnel)? Likewise, should cost information be provided for those team members?

Response – Yes

Q3 – In the Technical portion of the RFP, it appears there are two requests for similar information.

1. Address programing, schematic and design development phases, construction documentation and construction inspection.
2. Management Summary, Work Plan and Schedule

Response: There are two separate and distinct responses requested, first, as part of Understanding of Projects and Tasks it is requested that you address programming, schematic and design development phases, construction documentation and construction inspection as part of your broader understanding of the tasks and how they may be likely related to ISID project assignments expected by this RFP; second, is a broader and more detailed explanation of your Management Summary, Work Plan and Schedule to ensure the success of projects expected to result from this RFP.

APPROVED BY:

Tim Hall

DATE: March 5, 2021

APPENDIX 2

PROFESSIONAL'S PROPOSAL



RESPONSE TO REQUEST FOR PROPOSALS

Proposal - 2021 ISID General Professional Design Services
Architecture, Engineering, Landscape Architecture



March 11, 2021



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

March 11, 2021

Ms. Anne Watros
Department of Technology, Management & Budget
State Facilities Administration
Design and Construction Division
3111 West St. Joseph Street
Lansing, MI 48917

Re: 2021 Indefinite-Scope Indefinite-Delivery – Request for Proposal General Professional Design Services (Architecture, Engineering, Landscape Architecture)

Dear Ms. Watros:

DLZ Michigan, Inc. is pleased to submit our proposal to demonstrate our experiences and qualifications to perform professional design services associated with this Indefinite-Scope Indefinite-Delivery (ISID) contract with the Michigan Department of Technology, Management, and Budget (MDTMB).

DLZ is a full-service, multidisciplinary architectural/engineering Minority-Owned Business Enterprise (MBE) that has, for over 100 years, provided quality professional services throughout Michigan and the Midwest. Through this period, DLZ has established a reputation for quality in investigating, evaluating, designing, and preparing the plans and specifications for a variety of project types, including a full range of project complexities.

The DLZ team is uniquely qualified for this project because we possess experience and knowledge of similar ISID contracts for capital improvement projects at public-use facilities throughout the Midwest. Drawing upon on depth of experience, combined with our technical expertise allows the DLZ team to effectively approach and manage anticipated projects. As you review our qualifications, we trust that key characteristics of our team will become apparent:

- **Project Understanding** – DLZ understands the nature of anticipated projects that may be assigned, demands that are placed on staff in executing multiple simultaneous work orders, and the need to be flexible, communicate and integrate the MDTMB and Client Agency staff, operations and procedures.
- **Design Capacity and Strength** – DLZ is composed of over 700 qualified professionals who are available to meet your projects specific needs. Complete architectural, landscape architecture, structural, mechanical, plumbing, fire protection, electrical, civil engineering, environmental, survey, construction inspection services are provided for a successful project that is developed on schedule, within the established budget, and to the level of quality that the MDTMB expects. DLZ's full-service ability allows informed decisions to be made and appropriate design solutions developed within a timely manner.
- **Project Process and Approach** – DLZ has a long, successful history in working with various federal, state, and local government agencies. For example, DLZ currently holds indefinite delivery contracts with several governmental agencies such as the United States Postal Service (USPS), United States Property and Fiscal Office (USPFO), Lansing Community College, Wayne County Airport Authority, and many others. We understand the procurement and administrative process and the necessary approach in project development and delivery for similar contracts.

1425 Keystone Ave, Lansing, MI 48911-4039 | OFFICE 517.393.6800 | ONLINE WWW.DLZ.COM

Akron Bellefontaine Bridgeville Burns Harbor Chicago Cincinnati Cleveland Columbus Detroit Flint Fort Wayne Indianapolis Joliet
Kalamazoo Lansing Lexington Louisville Madison Maumee Melvindale Munster Muskegon Pittsburgh Port Huron Saint Joseph South Bend
Waterford

- **Key Staff** – Mr. Eric T. Beaulieu, AIA, LEED AP, has been assigned as the Project Manager for this contract. Mr. Beaulieu is a seasoned professional architect, with experience in indefinite scope and delivery contracts. Mr. Beaulieu is based in our Lansing office, which allows him to respond to your needs and to the necessary demands of the assigned projects.
- **Quality Management** – DLZ has emphasized Quality Management into the overall culture and working environment of our employees. DLZ's is known for its personal service, responsiveness, and teamwork. Our goal is to exceed your expectation and provide a high level of service which allows our team to partner with the MDTMB and Client Agencies in their operations. Over 85% of DLZ projects involve repeat clients, which is a testimony to our personal service and attention of staff to provide a quality project, on budget, and on schedule.
- **Commitment** – DLZ is located in Lansing, Michigan with additional offices in Kalamazoo, St. Joseph, Melvindale, Waterford, Port Huron, Muskegon, Flint, and Detroit. DLZ has remained in Michigan for the past 65 years. Our employees are part of the areas' communities and have a vested interest in securing this work and successfully completing each project.

DLZ appreciates this opportunity to present our qualifications. Thank you for our past Indefinite Scope-Indefinite Delivery contract and recent project assignments; we look forward to continuing our relationship with Michigan Department of Technology Management and Budget. If you have any questions do not hesitate to contact our office. DLZ has received Addendum 1 and 2.

Very Truly Yours,

DLZ MICHIGAN, INC.



Manoj Sethi, P.E.
President



Eric Beaulieu, AIA, LEED AP
Principal Architect



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PART I: TECHNICAL PROPOSAL

SECTION 1

UNDERSTANDING OF PROJECT AND TASKS



GENERAL INFORMATION



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

SERVING PUBLIC AGENCIES FOR OVER 100 YEARS

DLZ is a full-service, minority-owned professional architectural and engineering consulting firm dedicated to providing innovative planning and design solutions to both public- and private-sector clients. DLZ has a long history of providing services to public and state agencies throughout the Midwest. Embracing a multidisciplinary approach, DLZ applies the collaborative strengths of architects and engineers working together to deliver projects that are cost effective, functional, and aesthetically pleasing. DLZ has nine offices in Michigan, including Lansing, Detroit, Melvindale, Muskegon, Port Huron, Waterford, Flint, Kalamazoo, and Saint Joseph.

DLZ has performed similar work on a wide variety of architectural/engineering renovation projects, including work for various public and state agencies. As a *multi-disciplinary, full-service firm*, we are able to offer a broad range of capabilities and services to our clients, all with the use of experienced and registered personnel. Members of the proposed project management team and the design team are very experienced in all aspects of the work involved in performing architectural and engineering projects. Over the last 30 years, DLZ has developed a **strong working relationship with the State of Michigan** and has successfully completed many projects throughout the state. Our team's experience matches up well with the key elements of the proposed contract.

FULL SERVICE CAPABILITIES

- Architecture/Building Engineering
- Landscape Architecture/Planning
- Water Resources Services
- Transportation Services
- Construction Management
- Renewable Energy Services
- Environmental Services
- Geotechnical Services
- Program Management Services
- Survey and Testing Services

DLZ Michigan, Inc.
1425 Keystone Avenue
Lansing, Michigan 48911

Federal ID #35-1291652

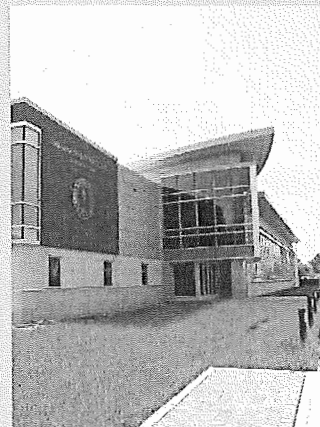
Corporation, licensed and incorporated to operate and practice in the State of Michigan

Certified Minority-Owned Business
Enterprise

RECENTLY NAMED:



**Design Firm
of the Year
ENRMidwest**



**2016 MBA
EXCELLENCE IN
CONSTRUCTION
AWARD**

South Bend
Armed Forces
Reserve Center

WE UNDERSTAND
PUBLIC SECTOR



98% OF OUR WORK IS
FOR PUBLIC SECTOR
CLIENTS INCLUDING
FEDERAL, STATE, AND
LOCAL MUNICIPAL PUBLIC
AGENCIES

WE UNDERSTAND
STATE OF MICHIGAN

31% OF OUR WORK HAS
BEEN FOR THE STATE OF
MICHIGAN IN THE LAST 5
YEARS AS OUR BIGGEST
CLIENT. WE UNDERSTAND
YOUR PROCESS AND
EXPECTATIONS



We are confident that the DLZ team offers the qualifications and capabilities to best provide architect-engineer professional design services for the State of Michigan. We can readily offer a **dedicated project team**, experienced with similar projects that are supported by the necessary resources to perform all work in a **timely and cost-effective manner**. Our significant evaluation factors include:

- DLZ's depth and long history of experience with public agency facility projects.
- Our Project Manager, Eric Beaulieu, AIA, has experience coordinating multi-disciplinary design teams required for a wide variety of projects. Mr. Beaulieu has all of the necessary expertise and depth of experience to complete this project by drawing from our team of in-house architectural and engineering staff.
- DLZ's past record of performing quality work on time and within budget is demonstrated by our client performance evaluations and our firm's high percentage of repeat business.

WE UNDERSTAND
DTMB

WE HAVE COMPLETED
\$8.25M
OF PROFESSIONAL
SERVICES FOR THE
DTMB IN THE LAST 5
YEARS

WE UNDERSTAND
CLIENT NEEDS



92% OF OUR WORK IS
FOR REPEAT CLIENTS.
WE MEET AND EXCEED
CLIENT EXPECTATIONS
BY DELIVERING QUALITY
PROJECTS ON TIME AND
ON BUDGET.

UNDERSTANDING OF PROJECT AND TASKS

DLZ's client base concentrates on the governmental and institutional market. More than 95% of projects are publicly funded projects. We understand the need to be fiscally responsible and provide overall quality. In addition, a majority of projects involve renovations and system/equipment upgrades associated with facility maintenance and alteration projects. As a full-service, **multi-disciplinary engineering/architectural Minority-Owned Business Enterprise (MBE)**, DLZ Michigan, Inc. has provided quality professional services throughout Michigan and the Midwest for over 100 years. Through this period, DLZ has established a reputation for quality in investigating, evaluating, designing, and preparing the plans and specifications for a variety of project types, sizes, and complexities.

The DLZ team is well suited for this contract because we possess experience and knowledge of similar Indefinite Scope–Indefinite Delivery Contracts for capital improvement projects at public-use facilities throughout the Midwest. Drawing upon our experience and combining with technical expertise allows us to effectively approach and manage anticipated projects.

Through the depth of our similar experience, DLZ understands the nature of anticipated projects that may be assigned and the demands that are placed on staff in executing multiple simultaneous work orders, and the need to be flexible, communicate and integrate the MDTMB and Client Agency staff, operations and procedures.

DLZ employs over 700 qualified professionals who are available as appropriate to meet your projects specific needs. Complete architectural, landscape architecture, structural, mechanical, plumbing, fire protection, electrical, civil engineering, environmental, survey and construction inspection services are available for successful projects that are developed on schedule, within the established budget, and to the level of quality that the MDTMB expects. DLZ's **full-service** ability allows informed decisions to be made and appropriate design solutions developed within a timely manner.

EXPERIENCE WITH CONTRACTS OF SIMILAR NATURE

DLZ has a long and successful history in providing infinite delivery service contracts for various federal, state, and local governmental agencies. The following is a partial list of contracts of a similar nature:

- Michigan DTMB ISID Contract
- United States Postal Service (USPS), Great Lakes Facilities Service Office (FSO)
- United States Property and Fiscal Office (USPFO) for Michigan, Lansing, Michigan
- United States Army Corps of Engineers, Multiple Districts
- Wayne County Airport Authority, Romulus, Michigan
- Lansing Community College, Lansing, Michigan
- Lansing Housing Commission, Lansing, Michigan
- U.S. Steel, Gary, Indiana and Detroit, Michigan
- Michigan Department of Military and Veterans Affairs (MDMVA)
- 2008 EGLE Level of Effort (LOE) Contract
- Board of Water and Light As-Needed Architecture/Engineering Services, Lansing, Michigan
- Michigan Department of Transportation (multiple contracts)
- City of Grand Rapids, Michigan (multiple contracts)
- Detroit Water and Sewer District
- Van Buren County, Michigan
- City of Kalamazoo Environmental Services As Needed
- Michigan State Housing Development Authority (MSHDA) As-Needed Environmental Review Consultants
- Oakland County Water Resources Commission

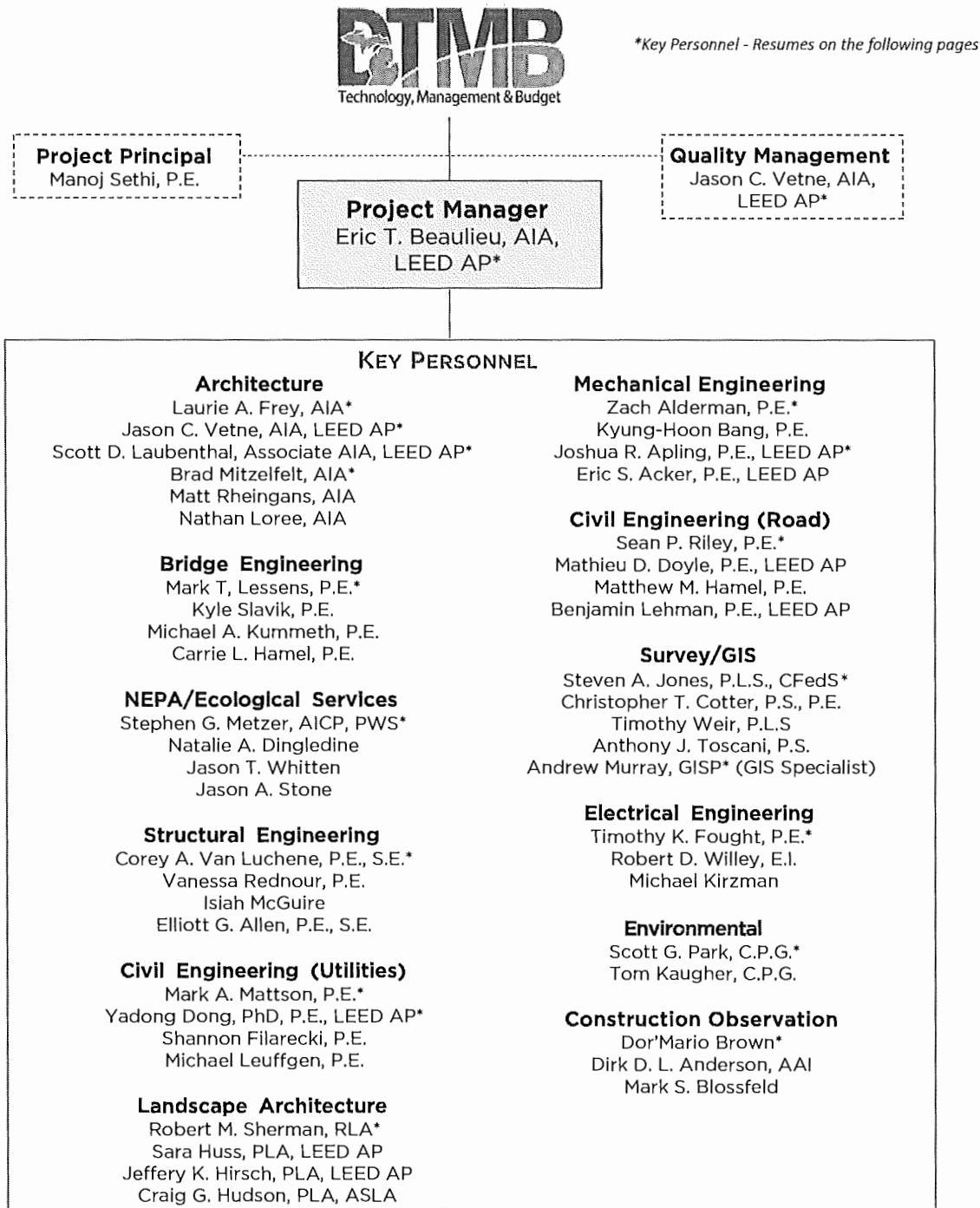
WHY IS DLZ THE BEST SUITED FIRM?

- Our team's depth of experience with a wide variety of State of Michigan agency projects.
- Our team fully understands the nature of this effort and the need to work in a flexible, integrated manner with MDTMB representatives and end users.
- Our team incorporates all of the disciplines required for this contract including qualified architects and engineers in each design discipline registered in the State of Michigan.
- This projects will be staffed with an experienced, quality team with a history of working together on a variety of projects.
- DLZ has been providing service in the State of Michigan for more than 66 years and are committed to this working relationship.
- We understand the procurement and administrative process in developing quality projects.
- DLZ is known for its personal service, responsiveness, and teamwork. Our key senior staff will be personally involved with your work and make certain that your expectations are met. Our staff will provide a Quality project, on Budget, and on Schedule.

SECTION 2 PERSONNEL

DLZ staff members are very knowledgeable in the elements and issues involved in the investigation, programming, design, and construction of a wide variety of project types, sizes, and complexities. In the unlikely event that any proposed individual cannot fulfill his or her project responsibilities, we will identify additional staff with equivalent qualifications and experience, and submit that information to the MDTMB for review and approval. Based on MDTMB approval, this new staff member will become a part of the project team. We are able to provide additional resources based on the multidisciplinary nature of our firm, as well as the depth, experience, and size of our organization. The following is a list of professional staff members proposed for the successful completion of your project. Key project personnel are shown below with an asterisk and resumes detailing their project experience are included in the following pages.

ORGANIZATIONAL CHART





RESUMES

Resumes for key project personnel, shown on the organizational chart with an asterisk, are included on the following pages to detail their experience with projects of a similar nature to the categories listed in Article 2: Project Types and Services Offered of the MDTMB Questionnaire for Professional Services.

Billing Rate Information for DLZ staff is included in Part II: Cost Proposal.



ERIC T. BEAULIEU, AIA, LEED AP

PRINCIPAL ARCHITECT/PROJECT MANAGER

Mr. Beaulieu's 21 years of experience includes project management, design, preparation of construction documents, multi-discipline coordination, code analysis, cost analysis, bidding, and construction administration. Mr. Beaulieu has acquired experience in a wide variety of project types including renovations and new construction of all sizes and levels of complexity. Most notably, his architectural experience includes projects for a broad range of federal, state, and local public agencies. Mr. Beaulieu contributes a significant role to the project team and offers a practical and proactive approach to problem solving and project coordination.

EDUCATION

Master of Architecture, College of Architecture and Design, Lawrence Technological University (LTU), 2003

B. S. Architecture, College of Architecture and Design, LTU, 1999

REGISTRATIONS

Registered Architect
Michigan, 2005, #1301052443;
Colorado, 2018, #ARC.00405392;
Delaware, 2013, #S5-0007947;
District of Columbia, 2018, #ARC200443;
Illinois, 2006, #1019465;
Indiana, 2006, #AR10600031;
Iowa, 2020, #07964;
Kentucky, 2006, #6027;
Maryland, 2018, #19402;
Minnesota, 2019, #57634;
Missouri, 2011, #2011006164;
Montana, 2020, #19789;
Nebraska, 2018, #A-4898;
New Jersey, 2013, #21A101952300;
North Carolina, 2018, #14270;
Ohio, 2006, #14007;
Pennsylvania, 2013, #4706362;
Tennessee, 2018, #106205;
Wisconsin, 2011, #11054-5

National Council of Architectural Registration Boards (NCARB), 2005, #60222

CERTIFICATIONS

LEED Accredited Professional,
U.S. Green Building Council, 2009

AFFILIATIONS

American Institute of Architects

RELEVANT PROJECT EXPERIENCE

- **Michigan DTMB Indefinite Service Indefinite Delivery (ISID) Architecture and Engineering Services Contract, Various Locations.** Project Manager, Architect. (2013-Present)
- **Michigan DTMB Indefinite Service Indefinite Delivery (ISID) Design-Build Contract for Tenant Fit-out Renovation Projects, Various Locations.** Design-Build with Laux Construction. Architect. (2014-Present)
- **Michigan DTMB, Michigan Lottery Building Interior Renovation, Lansing, Michigan.** Design-Build with Laux Construction. Architect. (2014)
- **Michigan DTMB, Michigan State Laboratory Building Security Improvements, Lansing, Michigan.** Design-Build with Laux Construction. Architect. (2014)
- **Michigan DTMB, Gus Harrison Correctional Complex Roof Restoration Project, Adrian, Michigan.** Architect. (2014-2015)
- **Michigan DTMB, Camp Grayling Army Airfield Rotary Wing Aircraft Hangar, Grayling, Michigan.** Project Manager/Architect (2017)
- **Michigan DTMB, General Services Building, Roof Replacement, Dimondale, Michigan.** Architect (2017)
- **Michigan Department of Transportation, Metro Region Office Renovation, Southfield, Michigan.** Design-Build with L.D. Docsa and Associates. Architect. (2014)
- **Michigan Department of Transportation, Bureau of Field Services Combined Facility Programming and Feasibility Study, Lansing, Michigan.** Project Manager, Architect. (2014)
- **Michigan DTMB, Michigan State Police Annex, HVAC/Exhaust System Study, Dimondale, Michigan.** Quality Manager (2017)



LAURIE A. FREY, AIA
ARCHITECT

Ms. Frey has more than 20 years of experience as a NCARB-certified and licensed architect with a diverse project background including public agency work, retail, housing, hospitality, urban design, preservation and adaptive reuse. She contributes at a high level while still closely involved in all aspects of the architectural project from conceptual design and planning through construction administration and project finalization. She also successfully manages project teams to produce quality documents in accordance with the tightest project deadlines while working directly with the management team of client organizations to define project scope, projected hours, deliverables, deadlines, liability considerations and additional services. Ms. Frey has excellent communication and organizational skills which generate effective team management, strong client partnerships, and outstanding project outcomes.

EDUCATION

M.A. Architecture, University of Michigan, 1999

B.A. Political Science, University of Michigan, 1992

International Study Abroad – Architecture and Design Semester, University of Copenhagen, 1992

Residential College, Intensified German Language/Literature, 1989-1990

REGISTRATIONS

Registered Architect: Michigan #1301052960, 2005

National Council of Architectural Registration Boards (NCARB)

Historic Architect; KY

AFFILIATIONS

American Institute of Architects

SPECIAL AWARDS

Historic District Commission's Restoration Award for Historical Residence, Ann Arbor, Michigan, 1999

Historical residence featured on HGTV's Old Homes Restored, Episode #113, 2001

PROJECT EXPERIENCE

- **City of Detroit, DDOT Coolidge Maintenance Facility, Detroit, Michigan.** Project Architect. Architectural/Engineering Services for the Coolidge site that consists of approximately 19 acres. DLZ will provide a comprehensive feasibility study for DDOT and provide architectural design solutions and bid documents to allow for the consolidation and relocation efforts corresponding to the feasibility study. (2019)
- **West Bloomfield Township Hall, Police Station, Water and Sewage Building, Fire Stations, West Bloomfield, Michigan.** Performing building condition assessments for architectural systems, exterior envelope, and ADA compliance. Existing facilities range from 7,000 to 30,000 square feet, primarily consisting of administrative spaces, retention spaces and shoot range, maintenance and vehicle storage, and fire apparatus bays. The project will identify recommended capital improvements and renovations that better serve the operational needs of the County. (2020)
- **Wayne County Medical Examiner's Building, Detroit, Michigan.** Performing building condition assessment for architectural systems, exterior envelope, and ADA compliance. The existing facility is a 42,500 square foot facility, primarily consisting of administrative offices and medical spaces such as an autopsy facility and laboratories. The project will identify recommended capital improvements and renovations that better serve the operational needs of the County. (2020)
- **United States Postal Service, Indefinite Quantity Contract, Various Locations.** Architect for various investigative studies, facility assessments, and interior renovation projects for postal facilities. Through this contract, DLZ has completed projects for over 200 postal facilities in Michigan, Ohio, Indiana, and Illinois. Ms. Frey is part of the core team of designers and architects involved in this contract. (2019 – Present)



JASON C. VETNE, AIA, LEED AP

QUALITY MANAGER

Mr. Vetne is a registered architect and LEED Accredited Professional with over 20 years of experience in all phases of architectural practice including project management, programming, design, construction documentation, specifications, and construction administration. Mr. Vetne has a broad range of experience in the design and management of public sector projects of various size and complexity, with a specialized expertise in public safety and judicial facilities.

EDUCATION

Master of Architecture,
Georgia Institute of
Technology, 1998

B.S. Architecture, University of
Maryland, 1994

REGISTRATIONS

Registered Architect
Michigan, 2003, #1301050742;
District of Columbia, 2018,
#ARC200659; Georgia, 2018,
#RA015446; Illinois, 2003,
#1018647; Indiana, 2003,
#10300136; Kentucky, 2005,
#5941; New Jersey, 2009,
#21AI02139300; Ohio, 2003,
#A0313397; Virginia, 2001,
#11541; National Council of
Architectural Registration
Boards (NCARB), #66430

CERTIFICATION

LEED Accredited, U.S. Green
Building Council, 2005

AFFILIATIONS

American Institute of
Architects (AIA)

SKILLS/TRAINING

PSMJ Project Manager
Training, 2015

PROJECT EXPERIENCE

- **Kent County Juvenile Detention Center Addition and Renovation, Grand Rapids, Michigan.** Architect. (2017)
- **Wayne County Facilities Assessment (Jail Division I, Jail Division II, Jail Division III, and the Hall of Justice), Detroit, Michigan.** Project Manager. (2015)
- **Wayne State University, Mathaei Center Fitness Addition, Detroit, Michigan.** Architect. (2017)
- **Van Buren County Jail Addition and Renovation, Paw Paw, Michigan.** Project Manager/Architect. (2017)
- **Van Buren County, Programming Study, Van Buren County, Michigan.** Comprehensive program assessment of select County agencies totaling approximately 240,000gsf. Project Manager and Project Architect. (2015)
- **Van Buren County, District Court West, HVAC Replacement Project, South Haven, Michigan.** Renovation Project. Project Manager and Project Architect. (2015)
- **Van Buren County, District Court and Annex Lobby Addition Project, Paw Paw, Michigan.** Renovation Project. Project Manager and Project Architect. (2015)
- **Van Buren County, Department of Human Services HVAC Replacement Project, Hartford, Michigan.** Renovation Project. Project Manager and Project Architect (2013)
- **Van Buren County, Facility Assessment, Space Needs, and Feasibility Study, Van Buren County, Michigan.** Comprehensive assessment of select County agencies totaling approximately 240,000gsf. Project Manager and Project Architect (2012)
- **Gerald R. Ford International Airport, Primary Communication Center and ARFF Feasibility Study, Grand Rapids, Michigan.** Project Manager and Architect (2019)
- **Saginaw County Facilities Assessment, Saginaw, Michigan.** Project Manager and Architect. (2019)



SCOTT D. LAUBENTHAL, LEED AP, ASSOCIATE AIA
PROJECT MANAGER/DESIGNER

Mr. Laubenthal has 20 years of architectural experience with DLZ that includes all phases of architectural practice including feasibility studies, technical reports, project design, multi-discipline coordination, quality control, preparation of construction documents and code analysis, cost analysis, and construction administration. He also has acquired experience in a wide variety of project types and sizes including renovations and new construction projects. Mr. Laubenthal contributes a significant role to the project team and offers a practical and proactive approach to problem solving and project coordination.

RELEVANT PROJECT EXPERIENCE

EDUCATION

Master of Architecture,
Andrews University, 2004

Bachelor of Science in
Architecture, Andrews
University, 2003

Associate Degree, Applied
Sciences-Architectural
Engineering Technology, ITT
Technical Institute, 1996

CERTIFICATIONS

Leadership in Energy and
Environmental Design (LEED
AP), 2009

MIOSHA Fall Protection
Training, DLZ Certification,
2005

Total Building Envelope
Management Solutions
Certification, 2004

AFFILIATIONS

American Institute of
Architects (AIA), Associate AIA

SKILLS/TRAINING

PSMJ Project Manager
Training, 2015, 2008

- **Michigan DTMB Indefinite Service Indefinite Delivery (ISID) Design-Build Contract for Tenant Fit-out Renovation Projects, Various Locations.** Design-Build with Laux Construction. Project Manager. (2014-2016)
- **Grand Rapids Office Building Renovations, Michigan Department of Technology, Management and Budget (MDTMB), Grand Rapids, Michigan.** Design-Build with Laux Construction. Project Manager (2017)
- **State Lab Security Improvements, Michigan Department of Technology, Management and Budget (MDTMB), Lansing, Michigan.** Design-Build with Laux Construction. Project Manager (2016)
- **Lottery Building Renovations, Michigan Department of Technology, Management and Budget (MDTMB), Lansing, Michigan.** Design-Build with Laux Construction. Project Manager (2014)
- **Michigan DTMB, Michigan State Police Annex, HVAC/Exhaust System Study, Dimondale, Michigan.** Project Manager (2017)
- **Gus Harrison Correctional Facility Roof Restoration and Replacements, Michigan Department of Technology, Management and Budget (MDTMB), Adrian, Michigan.** Project Manager (2015)
- **Michigan Department of Transportation, Metro Region Office Renovation, Southfield, Michigan.** Design-Build with LD Docsa. Project Manager (2014)
- **Record Center Building Renovations, Michigan Department of Technology, Management and Budget (MDTMB), Lansing, Michigan.** Project Designer (2011)
- **Michigan DTMB Secondary Complex General Services Building Roof Replacement, Dimondale, Michigan.** Project Manager. (2018)

BRADLEY R. MITZELFELT, AIA

ARCHITECT



Mr. Mitzelfelt has 6 years of experience in the architectural field which includes design, drafting, and coordination with structural, mechanical and electrical disciplines. He has been involved in project proposal preparation, cost estimating, site design, and code analysis, as well as demonstrating expertise in Autodesk's Revit and AutoCAD software.

PROJECT EXPERIENCE

- **Kent County New North Campus, Cedar Springs, Michigan.** CADD Designer. Assisted in the creation of schematic design documents, followed by design development documents for a new 30,000 square foot sheriff's substation and county health clinic. (2020)
- **Gerald R. Ford International Airport New Operations Facility, Grand Rapids, Michigan.** CADD Designer. Assisted with the creation of design development and construction documents for a new 11,500 square foot Operations Center on the airport property that will house a Primary Call Center and Emergency Operations Center. (2020)
- **Lansing Community College TLC Building, Lansing, Michigan.** CADD Designer. Assisted in the creation of schematic design and contract documents for the remodel of LCC's existing library building into a multi-function space for student assistance and library functions. (2019)
- **Kalamazoo Public Safety Station 2, Kalamazoo, Michigan.** CADD Designer. Assisted in the creation of schematic design, design development, and construction documents for a new, 14,000 square foot combined police and fire facility. (2019-2020)
- **Elkhart County Correctional Facility Courts Remodel, Elkhart, Indiana.** CADD Designer. Coordinated the creation of construction documents for a remodel of two interior spaces to incorporate office space and a new court room. (2019-2020)
- **Greenville Transit Building, Greenville, Michigan.** Project Manager. Coordinated the creation of construction documents for the construction of a new 4,000 square foot bus storage facility for the city of Greenville. Managed a team of in house structural and subcontracted MEP engineers to facilitate an effective and efficient design based on the previously existing facility. Coordinated review of submittals and conducted site visits. (2018-2020)

EDUCATION

Bachelor of Science,
Architectural Studies, Southern
Illinois University, 2011

Master of Architecture,
University of Illinois at
Urbana/Champaign, 2013

REGISTRATIONS

Registered Architect:
Indiana, 2019, #AR11900193
Michigan, 2019, #1301069674

AFFILIATIONS

American Institute of
Architects

ROBERT M. SHERMAN, RLA

LANDSCAPE ARCHITECT



EDUCATION

B.L.A. Landscape Architecture,
Michigan State University,
1994

REGISTRATIONS

Registered Landscape Architect
– Michigan, 2002,
#3901001337

CERTIFICATIONS

Council of Landscape
Architectural Registration
Boards (CLARB), Council
Record # 40449, 2012

Michigan Department of
Transportation (MDEQ) Storm
Water Management –
Construction Site, Expires 2021

SKILLS/TRAINING

OSHA 10-Hour Construction
Safety and Health, 2016

PSMJ Project Manager
Training, 2015

National ADA Symposium,
2012

Designing Pedestrian Facilities
for Accessibility, 2011

Project Manager Bootcamp,
2007

Mr. Sherman has more than 26 years of experience in site planning, design and construction inspection experience on various projects for local and state governmental jurisdictions, transit agencies, universities, private developers, as well as collaboration with architects, engineers and environmental scientists. His responsibilities include involvement in all phases of project development, client involvement, initial programming and planning through design development, construction documents and construction administration. Common project work tasks include site layout, construction detailing, grading, civil design of site utilities, planting design and construction cost estimating. Throughout the course of his career, he has designed and managed a cross-section of projects, which include land development, educational facilities, college campuses, public transit facilities, community parks, and highway landscaping.

RELEVANT PROJECT EXPERIENCE

- **Kent County Juvenile Detention Center Facility, Kent County, Grand Rapids, Michigan.** Site Designer and Landscape Architect. Responsible for preparation and development of the conceptual site layout plans, construction documents, and estimates of probable construction cost. (2020)
- **Meridian Central Fire Station No. 91, Charter Township of Meridian, Okemos, Michigan.** Landscape Architect. Designed proposed grading and new underground utilities, including storm sewer, sanitary sewer, and water service. Provided stormwater management for the site and assisted with construction documents. (2013)
- **Cedar Lake Trailhead Park, Holt, Michigan.** Project Manager and Landscape Architect. DLZ was retained by the Delhi Township Downtown Development Authority (DDA) to prepare a Master Plan for the former Nyeholt Steel and Iron Guard property; which comprised of 16 acres of vacant land in Holt, Michigan. (2017)
- **Michigan DTMB Camp Grayling Army Airfield, New Rail Spur, Grayling, Michigan.** This was a fast track design project (3-month duration) that required the design of 2 rail spurs, including switches, concrete loading ramps to unload tracked and wheeled military assets from flatbed rail cars, aggregate surface parking/staging area, and security fencing at the Camp Grayling Army Airfield. (2017)
- **Michigan DTMB Camp Grayling Aircraft Maintenance Bay & Rotary Wing Aircraft Hangar, Grayling, Michigan.** This project included the design and construction of a 17,400 SFT aircraft maintenance and transient aircraft hangar. (2017-2020)

MARK A. MATTSON, P.E.

PROJECT MANAGER/ CIVIL ENGINEER



Mr. Mattson has nearly 25 years of experience in the consulting field serving clients in both the rural markets of Michigan, as well as those in urban Southeast Michigan. He has managed, designed, inspected, and surveyed projects involving streets, water, wastewater, and storm water including the design of water systems, wastewater collection systems, and storm water collection and retention/detention systems.

RELEVANT PROJECT EXPERIENCE

- **Michigan Department of Military and Veterans Affairs, Camp Grayling AAF Rail Spurs Project, Grayling, Michigan.** Project Manager (2018).
- **Michigan DTMB, Cadillac Place Alley Replacement, Detroit, Michigan.** Project Manager. DLZ was requested to perform design and construction management services for the replacement of the alley pavement in the courtyard areas within the Cadillac Place Building under our DTMB IDIQ Contract. (2019-2020)
- **Oakland County Water Resources Commissioner, As-Needed Professional Services, Various Locations in Oakland County, Michigan.** Project Manager. Since 2012, DLZ has been providing the Oakland County Water Resources Commissioner with professional services related to asset management. DLZ was initially tasked with information technology projects related to system GIS, the CMMS, and WinCAN Televising software. Working with our partner, CH2M to develop the WRC asset management templates, and are also tasked with the implementation of the asset management plan for the City of Walled Lake. (Ongoing)
- **Michigan DTMB Camp Grayling Aircraft Maintenance Bay & Rotary Wing Aircraft Hangar, Grayling, Michigan.** Senior Project Engineer. (2018)
- **MDTMB/MDNR Pointe Mouillee State Game Area Pump Replacement, Berlin Township, Michigan.** Project Manager/Lead Designer. Designed replacement pumps and other modifications to an existing low head high capacity pump station used to move water between waterfowl management units within the state game area. A single hydraulically powered horizontal axial flow pump rated at 43 MGD is being replaced with two electrically powered vertical axial flow pumps rated at 19 MGD each in order to improve pumping reliability and flexibility, and alleviate environmental concerns with the hydraulic powered unit. (Ongoing)

EDUCATION

B.S. Civil Engineering, Michigan Technological University, 1995

REGISTRATIONS

Professional Engineer:

Michigan, 2001, #48114
Indiana, 2005, #PE10504986
Wisconsin, 2011, #41614-6
Ohio, 2011, #75541
Pennsylvania, 2013, PE081598
Delaware, 2013, #18987
New Jersey, 2013, #24GE05128900

CERTIFICATION

NCEES Record, 2011, #44543

AFFILIATIONS

American Water works Association
Water Environment Federation

CONFERENCES AND SEMINARS

2011 – Fundamentals of Soft Ground Tunneling, Seattle, WA
2011 – Soft Ground Tunneling in the Urban Environment, Seattle, WA

SKILLS/TRAINING

PSMJ Project Manager Training, 2015

Michigan DTMB Camp Grayling Aircraft Maintenance Bay & Rotary Wing Aircraft Hangar, Grayling, Michigan. Senior Project Engineer. This project included the design and construction of a 17,400 SFT aircraft maintenance and transient aircraft hangar. (2017-present)



YADONG DONG, PH.D., P.E., LEED AP

CIVIL ENGINEER

Dr. Dong has 10 years of experience in managing and designing both public and private engineering projects, including roads, watermain, sanitary sewer, storm sewer, stormwater management, site plan review, and parking lots. He has been serving a broad range of markets, including K12, higher education, commercial/retail, industrial, public infrastructure, government, recreation and healthcare. His experience is primarily in the area of municipal engineering, land development, and structural engineering. As a project manager, he successfully manages project teams to produce quality documents in accordance with the tightest project deadlines while working directly with the management team of client organizations to define project scope, projected hours, deliverables, deadlines, liability considerations and additional services. Dr. Dong has excellent communication and organizational skills which generate effective team management, strong client partnerships, and outstanding project outcomes.

EDUCATION

Ph.D. Civil Engineering,
Michigan Technological
University, 2016

M.S. Civil Engineering,
Michigan Technological
University, 2014

B.S. Civil Engineering,
Wuchang Institute of
Technology, 2012

REGISTRATIONS

Professional Engineer:
MI #6201068280

LEED AP BD+C
#11167106

AFFILIATIONS

American Society of Civil
Engineers (ASCE)

U.S. Green Building Council
(USGBC)

PROJECT EXPERIENCE

- **ABD Federal Credit Union Addition, Detroit, Michigan.** Project Manager responsible for civil site design for building addition and east parking lot expansion. The scope of work included new parking lot, grading and paving, storm sewer, and underground detention system design.
- **Oak Pointe Church Addition, Novi, Michigan.** Project Manager responsible for civil site design, utility design (storm) to the east addition to the main building.
- **Crown of Life Lutheran Church, Warren, Michigan.** Project Manager responsible for civil site design and utility design to the proposed new building on the north side of the existing building.
- **Beaumont Hospital Development, Oxford, Michigan.** Project Manager/ Project Engineer for site feasibility study, site engineering including grading, paving, utilities (storm, sanitary sewer, and water main) for the new ambulatory and hospital development.
- **Hampton Elementary School, Rochester Hills, Michigan.** Project Engineer providing civil site design, utility design (storm, sanitary sewer, and water main), and cost opinion for the southwest addition to the campus. Other tasks include permitting, review of construction submittals, preparation of water main easement etc.
- **Thurston High School, Redford, Michigan.** Project Engineer for site engineering including grading, paving, utilities (storm, sanitary sewer, and water main) for the south addition and renovations. Other tasks include permitting, review of construction submittals, and cost estimate.
- **Dearborn High School, Dearborn, Michigan.** Project Engineer providing sidewalk design, utility design (storm), and cost estimate. Other tasks include permitting and review of construction submittals.



SEAN P. RILEY, P.E.

ROADWAY ENGINEER

EDUCATION

B.S. Civil Engineering, Michigan State University, 1996

REGISTRATIONS

Professional Engineer:
Minnesota, 2010, #48436;
Wisconsin, 2008, #39794-6;
Michigan, 2001, #48143

CERTIFICATIONS

LPA Project Development Training, Indiana Department of Transportation, 2012

Designing Pedestrian Facilities for Accessibility, American Council of Engineering Companies-Michigan, 2009

Wisconsin Department of Transportation (WisDOT) Level II Roundabout Design Certification, 2008

SKILLS/TRAINING

PSMJ Project Manager Training, 2015

Nuclear Gauge Safety Class, 2004

Pavement Design Class, MDOT, 2004

Right-of-Way Class, MDOT, 2001 and 2002

EPE Seminar, MDOT, 2001

Geopak Training 2014, 2020

Mr. Riley has more than 24 years of civil engineering and construction related experience. His duties include project management, highway and drainage design, design feasibility studies, cost estimation, project inspection, survey crew chief, and material inspection. Mr. Riley has worked on many MDOT projects throughout Michigan including both bridge and highway construction. He has also worked on county and local agency projects. Mr. Riley is one of our experts in the preparation of plans for roundabouts. Mr. Riley has prepared dozens of designs for roundabouts in various stages of development from design studies through construction. Mr. Riley has worked on many successful DLZ roundabout designs including for MDOT, ODOT, INDOT, MNDOT and WisDOT. Mr. Riley has also been the Lead Roadway Engineer/Project Manager on many local agency route roundabout projects. His roundabout design experience has included horizontal and vertical geometry, pavement design, drainage design, utility coordination, right-of-way coordination, cost estimation, signing plans, pavement markings, lighting, and maintenance of traffic.

PROJECT EXPERIENCE

- **State Road Improvement Project Early Preliminary Engineering Study, Washtenaw County Road Commission, Pittsfield Township, Michigan.** Lead Road Designer. Engineering study and environmental clearance for a 3-mile segment of State Road (from Ellsworth Road to Michigan Avenue). DLZ services included traffic studies, development of multi-modal road improvement alternatives, preparation of Environmental Assessment documentation and studies, and community engagement. Complete street elements and context-sensitive solutions included identifying potential bus routes and stops, non-motorized pathways, boulevards, bio-swales, lighting, wetland impact minimizations, and access management. Preferred alternative was a four-lane boulevard cross section with bicycle lanes, a multi-use path, and roundabout intersections.
- **I-75 Monroe County Wetland Mitigation Design, MDOT, Monroe County, Michigan.** Project Engineer. Wetland mitigation design and preparation of construction plans, hydrology analysis, preparation of special provisions, cost estimating, CADD, and project management for creation of wetland mitigation at two different properties within the Lake Erie Coastal Zone.
- **Downtown Streetscape Study and Design, City of Midland, Michigan.** Lead Road Engineer. Detailed study and design for streetscape improvements on Main Street. Services included traffic studies, public/stakeholder engagement, surveying, concept design, design development plans, construction documents, and geotechnical analysis. Design process was completed on a very expedited schedule.



COREY A. VAN LUCHENE, P.E., S.E.

STRUCTURAL ENGINEER

Mr. Van Luchene provides structural engineering design services for various building and non-building structures. He has worked on projects owned by state, county, and local municipalities. His experience has involved him with the design of steel, concrete, wood, cold-formed metal framing, and masonry structures.

In addition to design services, Mr. Van Luchene has been involved with the inspection of existing structures, construction administration, structural project manager, bridge inspection, and design. He has also been responsible for developing hydraulic models for various bridges over waterways.

EDUCATION

B.S. Civil Engineering,
Valparaiso University, 1998

REGISTRATIONS

Professional Engineer
Indiana, 2003, #10300104
Ohio, 2003, #68545
Kentucky, 2005, #24199
Michigan, 2004,
#6201050929
Wisconsin, 2012, #42297-6
Structural Engineer
Illinois, 2006, #081006335

AFFILIATIONS

American Institute of Steel
Construction
Structural Engineers Assoc. of
Illinois

CERTIFICATIONS

Certified Bridge Inspection
Team Leader, INDOT,
#IN000148-2019-ATL-F
Certified Complex Bridge
Inspection Team Leader,
INDOT, #IN000148-2019
NHI Safety Inspection of In-
Service Bridges - Two Week
Certification Course (1999) and
3-day Refresher Course (2019)

SPECIAL TRAINING

PSMJ Project Manager
Training, 2015

RELEVANT PROJECT EXPERIENCE

- **Purdue Extension/Soil & Water Conservation Project, Lake County, Indiana.** Structural Engineer of Record. Responsible for the performance criteria required for the load bearing cold-formed metal, structural design of the foundation system and heavy timber/glulam entry canopy, technical specifications and opinion of probable construction cost. (2015-2016)
- **NICTD Michigan City Maintenance Building Infill, Michigan City, Indiana.** Structural Engineer of Record. Responsible for the structural design and technical specifications for the construction of a new PEMB with train maintenance pit between two existing structures. (2015-2016)
- **Central Park, Mishawaka, Indiana.** Structural Engineer. The project included new Entrance Gateway, Pavilion, Shelters, Comfort Station, Splash Pad, Play Structures, and Lawn. (2015)
- **DDOT Coolidge Terminal, Detroit, Michigan.** Structural Engineer of Record. Responsible for the design of a new bus storage, maintenance and terminal facility. Additional responsibilities included management of structural team, technical specifications and construction administration. (2019-present)
- **GRFIA New Operations Facility, Grand Rapids, Michigan. Structural Engineer of Record.** Responsible for the design of the steel framed building in accordance with the tornado shelter provisions of ICC500. (2020-present)
- **Thunder Bay Transportation Authority, New Transportation Facility, Thunder Bay, Michigan.** Structural Engineer of Record. Responsible for the structural design and technical specifications for this facility. (2014-2016)
- **Fire Station No. 91, Charter Township of Meridian, Okemos, Michigan.** Structural Engineer of Record. Responsible for the structural design and

technical specifications for this new fire station. Design elements included load bearing CMU walls, long span steel joists, load bearing cold-formed steel walls, cold-formed steel trusses and concrete foundations. (2013-2015)



MARK T. LESSENS, P.E.

PROJECT MANAGER/ BRIDGE ENGINEER

Mr. Lessens has more than 34 years of experience in all areas related to bridge design, project management, construction, and inspection. Areas of expertise include design and inspection of bridges, usage of CAD programs, preparation of cost estimates and proposals, and specification and report writing. Mr. Lessens is a Licensed Professional Engineer in both Michigan and Ohio. He has been involved with the planning, design, construction engineering, and inspection of more than 100 bridge projects and numerous road/highway projects for municipalities, county road commissions, universities, the Michigan Department of Transportation (MDOT), and the Indiana Department of Transportation (INDOT), many of which he served as the Project Manager. He is very familiar with MDOT and INDOT design standards and procedures. Mr. Lessens has performed bridge scoping for more than 80 bridges located throughout Michigan and assisted the MDOT Maintenance Division in the contract administration of several consultant contracts for the scoping of more than 200 bridges throughout Michigan.

EDUCATION

B.S. Civil Engineering, Michigan Technological University, 1984

Associates in Science, Grand Rapids Community College, 1982

REGISTRATIONS

Professional Engineer
Michigan, 1991, #6201036092
Ohio, 2014, #73409

TRAINING

PSMJ Project Manager Training, 2015

40-Hour HAZWOPER Site Worker Training, 1991

40-Hour HAZWOPER Site Worker Training Refresher

Safety Inspection of In-Service Bridges – Federal Highway Administration, FHWA-NHI Course 13305, 1999

Safety Inspection of In-Service Bridges – Federal Highway Administration, FHWA-NHI Refresher Course 13305, 2018

Michigan Department of Transportation, Certified Bridge Inspection Team Leader, 2020

Indiana Department of Transportation, Certified Bridge Inspection Team Leader

AFFILIATIONS

American Society of Civil Engineers

RELEVANT PROJECT EXPERIENCE

- **Michigan DTMB, Belle Isle Fishing Pier Improvements, Detroit, Michigan.** Project Manager/ Structural Engineer.
- **French Road Bridge Replacement over I-94 (Advance Bridge), DOT, Detroit, Michigan.** Project Manager for the design of the replacement bridge for I-94 over French Road, as part of the I-94 Modernization Project. DLZ is working as part of a team of Consultants in a collaborative, collocated office on a fast-track design effort to complete the design of a total of eight Advance Bridges. The Structure Study Report has been approved by MDOT and FHWA and we are currently preparing the Preliminary Plan submittal. The estimated cost of the proposed bridge alone is \$4.6M.
- **Columbia Road over the Grand River, Ingham County Road Department.** Project Manager. Replacement of an existing 3-span bridge with a single span steel truss superstructure on cast-in-place concrete abutments. Work includes survey, hydraulic and scour analyses, road approaches and maintenance of traffic plans.
- **Marquette Hospital Hydraulic Structures Design, Marquette, Michigan.** Bridge Engineer. Design of three culverts, including headwalls and wingwalls, to be constructed under a new hospital drive and the existing 7th Street in conjunction with the construction of two new roundabouts on US-41.
- **South Marshall Avenue Bridge over the Kalamazoo River, City of Marshall, Michigan.** Project Manager.



ZACHARY ALDERMAN, P.E.

MECHANICAL ENGINEER

Mr. Alderman has served numerous institutional and municipal clients with a total of over 2.5 million square feet of renovation and new construction design work. Mr. Alderman designs mechanical systems for spaces ranging from small office buildings to new correctional facilities, with construction costs ranging from \$50,000 to \$764 million. His experience covers a wide variety of Heating, Ventilation, and Air Conditioning (HVAC) systems. Mr. Alderman also has experience in plumbing and fire protection design across a variety of client profiles for projects ranging in scope from \$10,000 to \$65 million in construction cost.

Mr. Alderman also currently serves on the Northern Indiana ASHRAE Chapter Board of Directors as the Chapter President, as well as on an international ASHRAE Committee dedicated to furthering HVAC Control Theory & Applications.

EDUCATION

M.S. Mechanical Engineering,
The University of Arkansas,
2017

B.S. Mechanical Engineering,
The University of Iowa, 2014

REGISTRATIONS

Professional Engineer:
Indiana, 2018, 11800317
Michigan, 2018, 6201067871
Illinois, 2019, 062071872
Kentucky, 2019,
Ohio, 2019,
Wisconsin, 2019,

CERTIFICATIONS

NCEES Record Holder

AFFILIATIONS

ASHRAE, Member
- Northern Indiana Board of
Directors, 2018-Present
2020-2021 President
- Technical Committee 01.04
-Control Theory and
Application: Provisional
Corresponding Member,
2018-present

SKILLS/TRAINING

ASHRAE-Leadership
Development Academy, 2017
ASHRAE-Leadership
Development Academy 2.0,
2019

PROJECT EXPERIENCE

Unless otherwise noted, responsibilities included serving as the mechanical engineer responsible for the design and construction administration of all mechanical and plumbing/fire protection systems.

- **Macomb County Department of Roads: New Maintenance Garage, Macomb County, Michigan.** New 30,000 sf maintenance garage and administrative facility. (2018)
- **Gerald R. Ford International Airport TSA Relocation, Grand Rapids, Michigan.** 7,000 sf renovation of existing space to relocate Airport Police Department (2019).
- **Northern Indiana Commuter Transportation District (NICTD): Gary Compound Upgrades, Gary, Indiana.** 12,000 sf expansion of an existing storage garage and crew facility. (2017)
- **Mishawaka Penn-Harris Library, Main Branch Chiller Replacement, Mishawaka, Indiana.** Mechanical engineer. Replace existing chiller and pumps with new remote chiller chilled water pumps.
- **Huntington County Jail Addition & Renovations, Huntington, Indiana.** Ongoing design of renovation and addition of existing county jail, sheriff's department, and county 911 center. Total design footprint approximately 20,000 sf. (2019)



JOSHUA R. APLING, P.E., LEED AP

MECHANICAL ENGINEER

Mr. Apling has 16 years of experience in the mechanical engineering field. He performs mechanical engineering design services for a wide variety of institutional and municipal clients. Mr. Apling designs mechanical systems from small office buildings to sports arenas and student housing facilities. His experience extends to a wide variety of designs for Heating, Ventilation and Air Conditioning (HVAC) systems. These designs include the airside and the hydronic system design required for proper system operation. He is a LEED accredited professional and he is currently designing several LEED certifiable projects for military operations buildings. He also has extensive experience in project management, plumbing and fire protection design, sanitary sewer and water distribution main designs, lift station design and feasibility studies for buildings and public works projects.

EDUCATION

B.S. Mechanical Engineering,
Purdue University, 2004

REGISTRATIONS

Professional Engineer
Indiana, 2009, #PE10910274
Missouri, 2011, #PE-
2011008494
Kentucky, 2011, #27795
Illinois, 2011, #062.063424
Ohio, 2011, #PE 75497
Michigan, 2011,
#6201058099
Pennsylvania, 2013,
#PE081653

CERTIFICATIONS

LEED AP, 2009, GBCI

NCEES

AFFILIATIONS

American Society of Heating,
Refrigeration, and Air
Conditioning Engineers
(ASHRAE)

American Society of Plumbing
Engineers (ASPE)

SPECIAL TRAINING

PSMJ Project Manager
Training, 2015

RELEVANT PROJECT EXPERIENCE

- **Franklin County Correctional Facility Phase II, Columbus, Ohio.** Mechanical/Plumbing Engineer. Responsible for the HVAC and Plumbing System design for the Phase II expansion of the facility while under construction. Responsibilities include the design of all major plumbing components, including domestic water, sanitary, and stormwater system. HVAC responsibilities included the design of the air distribution system, hydronic heating/cooling system, HVAC Control development, and interface with the existing building components. (2020)
- **HVAC Upgrade Anderson, Indiana.** Mechanical Engineer. Provided design documents for rooftop HVAC unit replacement. Provided construction administration efforts by reviewing contractor shop drawings and submittals and visiting site to evaluate and document the project progress. (2019)
- **Tipton County Jail, Tipton, Indiana.** Mechanical engineer. Responsible for the HVAC, plumbing, and fire protection design of a new correctional facility. HVAC responsibilities included performing heating and cooling load calculations, energy calculations, ductwork design, hydronic heating system design, controls system design, and equipment selections. Plumbing responsibilities included the design of the domestic water system, sanitary system, fire protection, and selection of security plumbing fixtures. (2016)
- **Wayne County, Michigan Jail Facility Assessment, Detroit Michigan:** Mechanical Engineer. Responsible to assess the condition of the HVAC, plumbing, and fire protection systems in three existing correctional facility (Jails Division 1, 2, & 3). (2015)
- **Van Buren County (MI) District West Courthouse, South Haven, Michigan.** Mechanical. Responsible for the replacement of the HVAC system serving the Courthouse. (2016)



TIMOTHY K. FOUGHT, P.E.

ELECTRICAL ENGINEER

Mr. Fought has 28 years of experience in the consulting and specifying engineering field. As a project design engineer, he has expertise in applying electrical power distribution, information and communications technology, and instrumentation and controls to a wide variety of projects and processes. Tim has extensive design experience in the public and private sectors; including correctional, courthouse, water/wastewater, industrial, educational, healthcare, and commercial.

PROJECT EXPERIENCE

EDUCATION

M.B.A. Kelley School of Business, Indiana University, 2003

B.S. Electrical Engineering, Co-Op Program, Purdue University, 1991

REGISTRATIONS

Professional Engineer:

Missouri, 1996, #027618
Indiana, 1997, #PE19700119
California, 2006, #18036
New York, 2006, #083749
Texas, 2007, #98700
Ohio, 2012, #PE 77091
Wisconsin, 2012, #42604-6
Michigan, 2012, #6201059633
Kentucky, 2013, #29546
Illinois, 2013, #062.065677
Washington, D.C., 2013, #PE907288

CERTIFICATION

NCEES Certified

AFFILIATIONS

BICSI: A Telecommunications Association

IEEE Member

- Huntington County Jail Phase II – Security System, Doors and Showers Upgrade; Huntington County; Huntington, Indiana.** Lead Electrical Engineer. This project required extensive renovation of the central control room. Close coordination with the Owner and Security Systems Integrator was provided, at the beginning of design, to integrate the electrical power, fire monitoring, and generator monitoring modifications with the new cabinetry/furniture; all the while maintaining 24/7/365 operations for this room. Aesthetic, dimmable lighting was incorporated into the control room to minimize visual fatigue to the operators. Electrical power was installed to support new detention monitoring equipment and other central control room appurtenances. (2013)
- New Transit Facility, Thunder Bay Transportation Authority, Alpena, Michigan.** Electrical Engineer. Designed power, lighting, and building systems for this transportation support facility. Electrical systems included a portable generator connector cabinet with legal, emergency, and optional automatic transfer switches. Project included power connections to a variety of equipment include vehicle wash, vehicle maintenance garage, and administrative. Construction costs are approximately \$7.4M. Electrical construction costs are approximately \$600K. (2017)
- Laundry Restoration, Wabash Valley Correctional Facility, Indiana Department of Correction Carlisle, Indiana.** Lead Electrical Engineer. This building, dedicated to laundry operations to support the campus, incurred extensive smoke and fire damage. Provided electrical plans and specifications to renovate and repair electrical system including power, lighting, fire alarm, intercom, access control, and video surveillance. (2013)
- Expansion to the Grayson County Detention Center, Leitchfield, Kentucky** Project Electrical Engineer of Record for this project. Provided quality assurance and quality management overview of electrical plans and specifications to ensure a biddable and buildable set of construction documents. This review also provided the opportunity to give feedback to the electrical designer and to ensure applicable codes and best design practices were being incorporated.



DOR'MARIO L. BROWN

CONSTRUCTION DIVISION MANAGER

Mr. Brown is a dedicated Civil Engineer with more than 20 years of experience in consulting engineering. He has supervised construction monitoring, materials testing, and quality control for construction projects throughout Michigan. Mr. Brown has managed multi-discipline, multi-million-dollar construction projects. Typical construction operations included foundation installations (caissons, friction piles, auger cast piles, mat foundations, micropiles, and shallow footings), fill placement (and other earthwork), concrete operations, grout / masonry applications, and asphalt paving for roadways and parking lots. Projects included multi-story office buildings, manufacturing facilities, hotels, shopping centers, large warehouses, department stores, communications towers, utility installations, and roadway certifications.

Mr. Brown has also managed and performed environmental site feasibility studies related to the assessment of underground storage tanks (UST), environmental clean-ups and hydrogeologic investigations, tank removals and site closures. Evaluated options and feasibility in developing remedial investigations, work plans, and their implementation. Performed field reconnaissance, observed installation of groundwater monitoring wells, and interpreted hydrogeologic data. Coordinated environmental sampling of soil, groundwater, and interpretation of analytical data relating to petroleum hydrocarbons, volatile organic compounds, heavy metals and other chemical substances. His work also involves extensive client contact, including contract management, program development, and assisting clients in negotiations with federal, state and local regulatory agencies. Mr. Brown specializes in ESA and PCA surveys, subsurface investigations, and remediation system installation.

EDUCATION

B.S. Civil and Environmental Engineering, Michigan State University

SPECIAL TRAINING

MDOT Field Book / Field Manager Training – 2006

MDOT Materials Process and Acceptance Seminar – 2010

MDEQ Certified Storm Water Operator – 2002

Radiation Safety Officer / Instructor 2010

Radiation Safety Training Program for Density Gauges on August 2002

PSMJ A/E/C Project Management Bootcamp – 2008

OSHA 40-hour HAZWOPER training and All Current 8-Hour Refreshers

Must Safety Program

OSHA Confined Space Entry Training – 2003

PROJECT EXPERIENCE

- Battle Creek Air National Guard Base Roads, Battle Creek.** Construction Inspector Project Director. Project consisted of the development of detailed plans for rehabilitation of the 12 roadways within the Base, totaling 3.3 miles. As part of an on-going as-needed design contract with the United States Property and Fiscal Office of Michigan (USPFO), DLZ is performing survey, geotechnical and roadway design services for the rehabilitation of the entire network of roadways within the Battle Creek Air National Base Roads. MDOT standards and guidelines were utilized for the design plans.
- CS-1812 Detroit Water and Sewerage Department (DWSD) CIPMO, Detroit Michigan.** Field Services Project Director. As a principal team member of the AECOM team providing Capital Improvement Program Management service to DWSD, DLZ is currently working on providing recommendations for updates to the way DWSD bid projects by suggesting changes to bid packages, material standards, design standards, and other policies and factors that affect bidding activity. Mr. Brown manages coordination of construction engineering services for the program.

SCOTT G. PARK, C.P.G.

ENVIRONMENTAL DEPARTMENT MANAGER



EDUCATION

MS, Geology, Western Michigan University, 1987
BA, Geology, Albion College, 1984

ASFE Fundamentals of Professional Practice #16
Magna cum Laude

REGISTRATIONS

Certified Professional Geologist, AIPG #10371

AFFILIATIONS

American Institute of Professional Geologists (AIPG)
Western Michigan University Faculty & Lansing Community College Faculty
Lansing/Dewitt Sunrise Rotary Past President

SPECIAL TRAINING

PSMJ Project Manager Training, 2015
40 Hour OSHA 29 CFR HAZWOPER Trained
8 Hour OSHA Annual Refresher Health and Safety Training

Mr. Park is a Senior Geologist responsible for project supervision and management, client contact, evaluation and assessment of contaminated sites, coordination of field efforts, preparation of reports, and oversight of staff. His areas of specialty include former Manufacture Gas Plants (MGPs), underground storage tank (UST) regulations – Michigan’s Part 213 of Public Act 451; site investigations and closures – Part 201 of Michigan’s Public Act 451; Phase I/II environmental site assessments and baseline environmental assessments – Part 201 of Michigan’s Public Act 451; groundwater contamination and remediation; soil contamination and remediation; RCRA facility investigation.

Mr. Park has been the principal investigator and project manager for industrial and underground storage tank projects, and bedrock, soil and groundwater site investigations, including multiple aquifer evaluations throughout Michigan and has prepared RIFS, Remedial Action Plans, No Further Action reports, and underground storage tank site assessment documentation including initial and final assessment reports and closure reports in accordance with Part 213 of Act 451. Mr. Park’s experience also includes on-site geologist/coordinator for numerous groundwater and soil sampling events and monitoring well installations. Mr. Park has provided project management and supervisory experience for more than 1,000 Transaction Due Diligence assessments in Michigan, Ohio and Indiana, including extensive multiple city block assessments in urban and commercial districts in Michigan. He managed field exploration and report preparation relating to the completion of Baseline Environmental Assessments (BEAs) in accordance with Part 201 of Act 451. Mr. Park gave public presentations on Perfluorinated (PFAS) chemicals at the Michigan Airport Conference, and the Michigan AIPG Conference, respectively.

PROJECT EXPERIENCE

- **Lansing Board of Water & Light, Lansing, Michigan.** Project Manager. Investigation for all environmental related issues during planning and construction of 7 miles of a transmission line corridor in Lansing, Michigan. The evaluation identified 32 sites of environmental concerns and required soil and ground sampling at 9 properties along the corridor easement. The environmental investigation also included the completion of all related NEPA related surveys and permitting including wetland delineation and ecological surveys.
- **RCRA Brownfield Site, Lansing, Michigan.** Project Manager and Principal Investigator for industrial redevelopment of one of Michigan’s first brownfield sites.
- **Parks & Recreation LUST Closure Waterford Township, Michigan.** Project geologist involved in contaminant and geological review and interpretation of a Leaking Underground Storage Tank closure.



STEPHEN G. METZER, AICP, PWS

SENIOR PROJECT PLANNER/ADA SPECIALIST/ECOLOGIST

Mr. Metzger is responsible for managing planning, biological, ecological, and site civil/landscape architecture projects. One of his specialties is public involvement and he has implemented many comprehensive public involvement programs for a wide variety of project types, including presentations to groups ranging from a few concerned citizens to large groups such as a local Chamber of Commerce. He is able to understand the unique concerns of all parties involved and find ways to build consensus on controversial projects. Mr. Metzger has experience in a variety of situations, from state and local government to private consulting. This experience has led to participation and/or management of many different project types. Mr. Metzger is able to translate the details of an engineering design to a language that is easily understood by the general public, whether in presentation graphic displays, preparation of display boards for open house meetings, or during one-on-one or group discussions about specific components of projects. Mr. Metzger's experience also includes design and oversight of the preparation of construction plans for wide variety of site activities, including wetland mitigation design, grading, soil erosion control, drainage, stormwater management, parking lots and drives, and cultural and native landscaping. A number of his projects have been successfully constructed with excellent results consistent with the design intent.

EDUCATION

B.S. Biology, Central Michigan University, 1986

CERTIFICATIONS

American Institute of Certified Planners, 2001, #017270

Professional Wetland Scientist
Society of Wetland Scientists,
1995, #000473

Certified Construction Site
Storm Water Management
Operator, MDEQ, #01525

ADA WEBINARS/TRAINING

National ADA Symposium

- Dallas, TX, 2019
- Pittsburgh, PA, 2018
- Chicago, IL, 2017
- San Antonio, TX, 2013
- Indianapolis, IN, 2012

Proposed Guidelines for
Pedestrian Facilities in the
Public Right-of-Way, 2011

Special Session - "Notice of
Proposed Rulemaking on
Accessibility Guidelines for
Public Rights of Way", 2011

DOJ's 2010 Americans with
Disabilities Act (ADA)
Accessibility Standards, ADA
National Network and the
U.S. Access Board, 2010

Accessibility in the Public ROW,
MDOT Transportation
Bonzan 2, 2010

PROJECT EXPERIENCE

- **State Road Improvement Project Early Preliminary Engineering Study, Pittsfield Township, Michigan, Washtenaw County Road Commission.** Senior Planner. Engineering study and environmental clearance for a 3-mile segment of State Road (from Ellsworth Road to Michigan Avenue). DLZ services included traffic studies, development of multi-modal road improvement alternatives, preparation of Environmental Assessment documentation and studies, and community engagement. Complete street elements and context-sensitive solutions included identifying potential bus routes and stops, on-street bike lanes, non-motorized pathways, boulevards, bio-swales, lighting, wetland impact minimizations, and access management. Preferred alternative was a four-lane boulevard cross section with bicycle lanes, a multi-use path, and roundabout intersections.
- **Ann Arbor Station Concept Site Design and Environmental Review, City of Ann Arbor, Michigan.** Conceptual planning study for a new multi-modal train station. DLZ is responsible for performing all site design work consistent with applicable site design criteria, participating in the public engagement process, assisting with the preparation of an Environmental Assessment, and ecological/environmental studies.



STEVEN A. JONES, P.S., CFEDS

SURVEY & RIGHT OF WAY DIVISION MANAGER

Mr. Jones has 27 years of technical and project management experience in performing horizontal and vertical control surveys, boundary surveys, route survey, hydrographic surveys, and topographical surveys. He has been responsible for the implementation and training of personnel in surveying technologies such as GPS, laser scanning (LiDAR), and Unmanned Aerial Systems. He has performed CAD drafting, field services, calculations, and boundary analysis on numerous ALTA/ACSM, boundary, topographic, and route surveys. As a Certified Federal Surveyor, Steve has specialized training in the U.S. Public Land Survey System, boundary determination, and riparian rights.

EDUCATION

A.A.S. Civil Engineering
Technology, Purdue University,
1996

B.S. Construction Technology,
Purdue University, 2002

REGISTRATIONS

Professional Land Surveyor
Indiana, 2002, #20200010
Wisconsin, 2003, #2660-008
Illinois, 2004, #35-3589
Michigan, 2009, #4001056304
Ohio, 2009, #8464
Missouri, 2010, #2010000244
Florida, 2011, #LS6824
Alabama, 2010, #30979

CERTIFICATION

Certified Federal Surveyor, 2007,
#1009

US Airman #3857739

SPECIAL TRAINING

8-Hour Sensefly UAS Field/ Office
Safety Training, 2016

10-Hour Safety Training, OSHA

40-Hour Hazardous Waste Safety
Training, OSHA

8-Hour Hazardous Waste Safety
Training Refresher Courses,
OSHA

Canadian National Railroad On-
Track Safety Training

Air Operations Area Training,
Gary/Chicago International
Airport

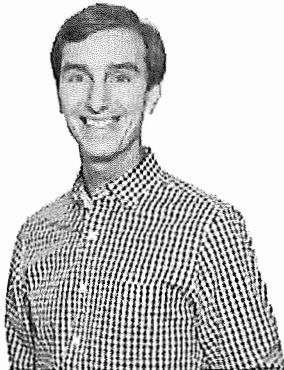
FAA Level 3 AC 150/5300-16A,
17B & 18B

RELEVANT PROJECT EXPERIENCE

- **Midland Downtown Streetscape Study and Design, City of Midland, Michigan.** Lead Surveyor. This project involved a detailed study and design for streetscape improvements on Main Street in Midland. Services included traffic studies, public/stakeholder engagement, surveying, concept design, design development plans, construction documents, and geotechnical analysis. Design process was completed on a very expedited schedule.

- **CATA East Lansing Multi-Modal Getaway, East Lansing, Michigan.** Project Manager. The purpose of this project was to support the design team in the reconstruction of an 8-acre site, including an existing Amtrak station, into a multi-modal facility. The work consisted of a full topographic survey of the site and development of a digital terrain model. Utilities were plotted using a combination of field markings and plans. The mapping quality of each utility was documented in the CAD file as defined by CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." The project included research and review of historical deeds, documents, and maps to determine the rights-of-way of the road and existing railroads bounding the property as well as easement rights affecting the proposed development area. A Certificate of Survey was prepared for a portion of the overall property for creating a lease agreement.

- **Bike Share Stations Topographical Surveys, Ann Arbor, Michigan.** Project Manager. The work consisted of a full topographic survey of each site and development of a digital terrain model. Performed during one of the coldest and snowiest winters on record, DLZ had to mobilize extra field staff to perform snow and ice removal for each point to be surveyed. The project also included research and review of plats and deeds to determine the rights-of-way of the road. A Topographical Survey was prepared for each site showing the features, contours, horizontal & vertical control, complete with references and state plane coordinates. Drawings were created using Civil 3-D design software.



ANDREW M. MURRAY, GISP

GIS/CMMS ANALYST

Mr. Murray has more than 7 years of GIS and Computer Maintenance Management System (CMMS) development, implementation, and maintenance. His background includes assisting communities with the development and growth of their Geographic Information Systems (GIS) and CMMS systems in the office and the field, as well as integrating various data types into GIS. He has developed custom GIS and CMMS applications, workflows, models, and analyses for water, wastewater, roads, and numerous other assets.

EDUCATION

B.S. Environmental
Geosciences, Michigan State
University, 2013

CERTIFICATIONS

Geographic Information
Systems Professional

FAA Remote Pilot

Cityworks Office 15.1 for AMS
Administration

ORGANIZATIONS

IMAGIN

URISA

PROJECT EXPERIENCE

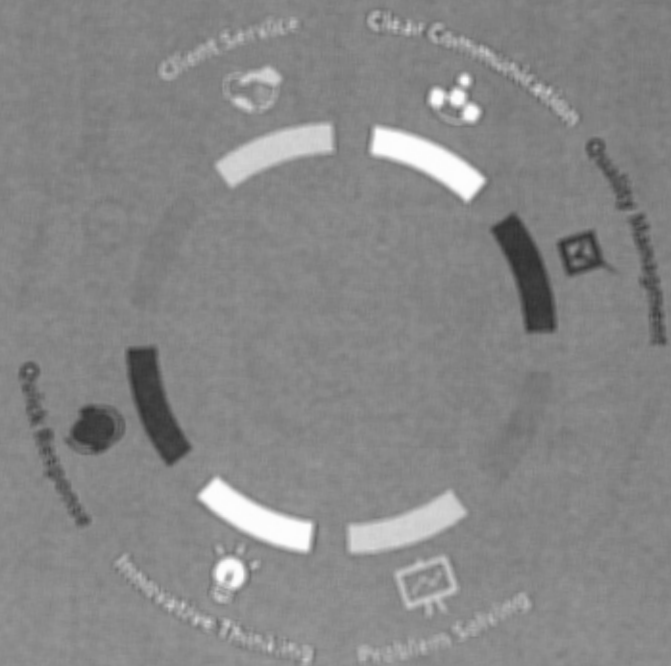
- **DWSD Water GIS Contract, Detroit, Michigan.** GIS/CMMS Analyst. Updated GIS per as-builts and field books. Worked with DWSD staff to refine the City's Cityworks templates and correct issues with previously created Work Orders and Service requests.
- **Cityworks Implementation, West Bloomfield Township, Michigan.** GIS/CMMS Analyst. Deployed and configured Cityworks for the Township's Water and Sewer Department, working with Township staff to translate workflows into Cityworks. Trained field and administrative staff on the program and provided continued support. Created Crystal Reports to summarize work staff has performed.
- **FAST Start Service Line Replacement, Phases 5 & 6, Flint, Michigan.** GIS/CMMS Analyst. Utilized the City's asset management system to create a program for non-copper service line replacement. Developed reports within this program to streamline data management and invoices. Created online dashboard showing status of service line replacements.
- **SAW Grant Implementation, Rochester, Michigan.** GIS Analyst. Responsible for the installation, configuration, and administration of ArcGIS for Server and Cityworks. Updated the City's sanitary sewer, water, streets, and parks GIS per GPS points and CCTV data, including defects and laterals. Collected and assembled necessary data to create a Business Risk Evaluation for the City's sanitary sewer system.
- **SAW Grant Implementation, Muskegon Township, Michigan.** GIS Analyst. Responsible for the configuration, and administration ArcGIS Online and Cityworks Online, an entirely cloud-based deployment. Created the Township's sanitary sewers system in GIS per GPS points and CCTV data, including defects and laterals. Collected and assembled necessary data to create a Business Risk Evaluation for the Township's sanitary sewer system.
- **SAW Grant Implementation, Waterford Township, Michigan.** GIS Analyst. Updated wastewater systems in GIS from as-builts, survey data, inspection information, and other resources. Updated geodatabases, geometric networks and attributes of features, as well as error-checking these processes. Imported NASSCO manhole and CCTV data into GIS.

SECTION 3

MANAGEMENT SUMMARY, WORK PLAN AND SCHEDULE

MANAGEMENT SUMMARY

DLZ utilizes a matrix management approach that establishes a Project Manager/Project Team tailored for successful project delivery of each project. With this matrix organizational structure, the Project Manager draws specialists from functional groups required to staff a team. This team reports directly to the Project Manager who maintains communication with MDTMB throughout the project, as well as follows up with the project upon completion. The Project Manager oversees design criteria, project cost controls, scheduling, preparation of documents, submittals and construction administration.



PROJECT APPROACH AND WORK PLAN

The following work plan outlines DLZ's approach to assist in successfully completing the study and design efforts for a typical project that may be assigned under this contract. By combining this work plan with the technical expertise and staff availability of the DLZ team, we will be able to recommend cost-efficient, feasible design solutions to satisfy your functional facility needs.

Our approach will be similar to the approach we have used successfully in past similar projects, where **close client contact** is emphasized throughout the project development, and open lines of **communication** with all appropriate parties.

The project will be executed within the framework of the Michigan DTMB's standard services for the following Phases:

- Phase 100 – Study
- Phase 200 – Program Analysis
- Phase 300 – Schematic Design
- Phase 400 – Preliminary Design
- Phase 500 – Final Design
- Phase 600 – Construction Administration, Office Services
- Phase 700 – Construction Administration, Field Services

Despite the scale and complexity of the project, all projects will begin with a Project Kick-Off Meeting and project field investigation to establish the parameters of the project.

Quality Control

Quality control is integrated throughout the project, as opposed to separately. Quality control is a multi-layered process that aims to address corrections throughout the course of the project as needed. This verifies corrections are seamlessly integrated and not compiled at the end of the project. Input of the MDTMB and the Client Agency is sought to confirm compliance with the overall project's goals and objectives.

Specific work plans are written and reviewed for each project. Project meetings address various aspects of the work plan. Within the DLZ organization, DLZ selects independent personnel within each discipline, who is not directly related to the project, to provide technical peer review of the documents and provide insight at each phase of the project. This approach is a part of our everyday operations and has been successfully used to reduce potential contractor claims or impact to the project schedule.

Schedule

We are prepared and available to begin work immediately on assigned projects following receipt of a formal Notice to Proceed from the MDTMB. Based on this approach and the receipt of an official notice to proceed, DLZ will make contact

within 24 hours to establish the Project Kickoff and Scoping Meetings to define project scope, schedule and anticipated budget.

Upon notification of an assigned project, DLZ will meet with MDTMB and the Client Agency personnel to establish the project parameters, including the overall schedule. The DLZ team has the necessary resources to staff your project appropriately to complete your project in a timely manner. Moreover, the DLZ team has the depth of resources available to meet more aggressive schedules, including emergency need projects.

DLZ prides itself with staffing each project with a team of professionals that deliver a quality project on schedule and with attention to detail.

Contract Management

The process of planning, designing, phasing, and constructing facilities takes time, capital, teamwork, and commitment. It also requires consideration of how the logistics of constructing and/or renovating the facilities can be performed with the least inconvenience to staff, visitors, and other users of the facilities.

DLZ has a proven project management approach that is rooted in a strong proactive project management philosophy that begins with listening to the client's needs, assessing anticipated needs, and development of a logical implementation plan. Our commitment to client service allows projects to achieve the established budget and schedule objectives for each project. The key to any successful project is understanding the client's needs. DLZ's management approach centers on our commitment to form a partnership with the MDTMB and Client Agency. DLZ believes this fundamental philosophy promotes a cooperative working environment centered on open communication and the exchange of ideas that will establish a shared vision of your projects. This partnering begins at the project kickoff meeting where project scope and objectives are established, and continues throughout the course of each project until the projects are completed and the goals and objectives are met.

DLZ will utilize a management team that has clearly defined roles and responsibilities for each team member. **Having completed numerous ISID contract with federal, state and local government agencies, DLZ's experience with similar project types to those that could be assigned under this contract provides you with the comfort and confidence that the work will be successfully implemented.**

Project planning and management have been fundamental to the successful completion of our projects, regardless of type, size or complexity. DLZ's team has been carefully selected

based on their administrative and technical expertise in capital improvement projects and modifications to existing facilities projects, including specifically meeting ADA requirements.

The ability of DLZ's Project Management team to fully understand the specific details and requirements needed for each project, allows the appropriate personnel to be assigned to the project and be able to track the progress and budget accordingly.

Progress Meetings/Updates

Each project will experience the ongoing communication and dialogue in a variety of means (telephone, video conferencing, email). In addition, it is critical that scheduled face-to-face meetings are conducted between DLZ's Project Manager and the MDTMB Project Manager and the Client Agency. Meetings are typically held to provide a status report on the project's progress and development, as well as the overall project schedule and budget and to discuss specific information that is needed from the MDTMB or Client Agency or the design Team. These meetings are critical during the Construction Administration Phase.

DLZ's Project Management team has successfully implemented this project management approach and philosophy on a large number of public use facility assessment, design, and construction projects. Utilizing these tools and strategies, DLZ has developed the expertise to fully understand where issues can arise and how to address them on a wide-range of project types. The unique conditions associated with performing an assessment of an actively used public facility, and then developing construction documents that require use of the facility during construction with as little impact on operations as possible, is a skill we have applied often. There are numerous examples where this approach has led to successful projects on public facility renovations, a number of which are detailed in the resumes of our key staff as well as our team's project experience.

Quality Management/Quality Control Approach

Architecture and engineering projects require flexibility and collaboration throughout the process to make sure the success of the project. Our team has developed a proven process that is based on more than 62 years of company experience which capitalizes on our lessons-learned with facility design projects including renovation of existing facilities where ongoing occupied operations must be maintained.

DLZ's extensive experience and years of collaboration has resulted in successful design and construction solutions as exhibited in our long history within the State of Michigan and reinforced by our project portfolio. We are familiar with the

history, traditions, and culture as well as architecture and level of service required by the MDTMB.

DLZ utilizes a Quality Management/Quality Control (QM/QC) process in all of our work. Quality Management (QM) is the **process of planning, organizing, implementing, monitoring, and documenting a system of management practices to improve the overall level of service to the client.** Successful QM requires an accurate understanding of the client's expectations with respect to communication, quality, schedule, budget and specific project issues. QM begins at the proposal/contract development stage and continues beyond project completion.

Technical Quality Control

DLZ is proud of the quality of the services that we provide to our clients. Our team documents the issues, goals, challenges, and the criteria that define each task. This information is carefully reviewed and potential solutions will be discussed with you to allow fiscally sound decisions to be made. Information is recorded in an organized and coherent manner for communication and future reference. The DLZ team has a proven record of successful quality control throughout the design process. DLZ's Quality Management program is based on four principles:

1. **Strong Leadership** – Top management is totally committed to quality in all the services we provide and the final report.
2. **Individual Responsibility** – Every member of the team is a respected contributor to the quality management effort. They are each responsible for the quality of their own work and for the overall quality of the project as a whole. We build project teams to support these concepts and emphasize dedication to the good of the project.

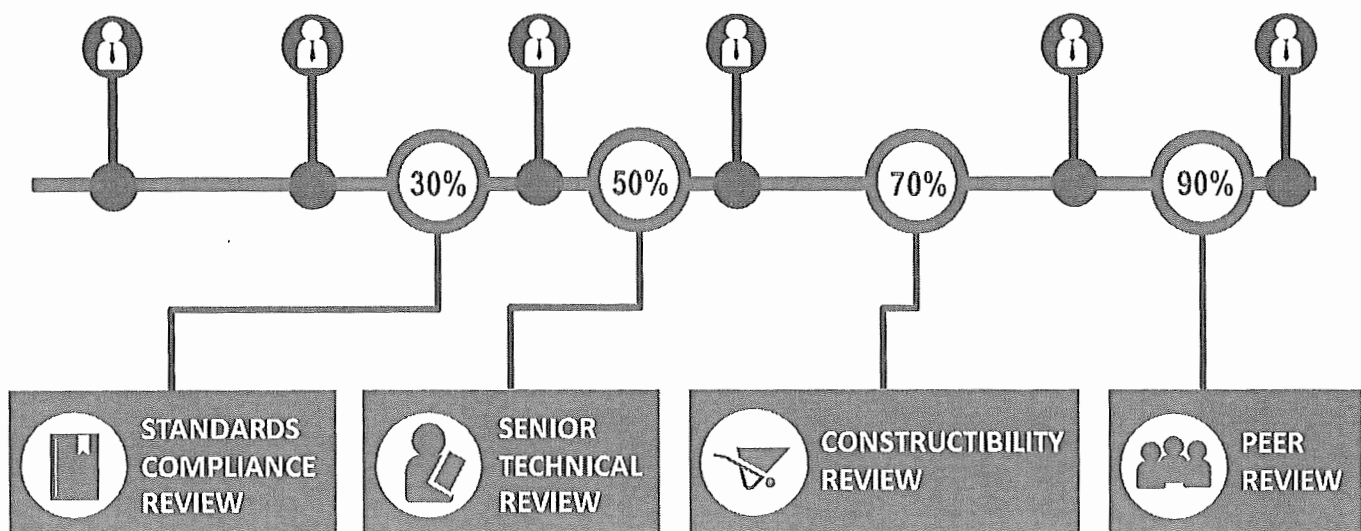
3. **Constant Improvement** – We learn from every completed project. By dedicating our project team members to the entire length of the project, we are able to enhance our knowledge and experience. This allows each member to expand their knowledge and to make sure there are increased quality controls on subsequent projects.
4. **Client Orientation** – Our efforts, services, and projects are tailored to satisfy the client's needs. Our team's primary guiding principle has always been to carefully identify and understand our client's current needs, and thoughtfully anticipate their future needs.

Technical Approach

DLZ's technical approach will be similar for all project assignments and is proposed to be similar to the As-Needed Architectural/ Engineering Indefinite Delivery Service contracts that we have performed for local, state and federal agencies.

Upon notification by the MDTMB that a project has been assigned, DLZ will meet with MDTMB staff to clearly identify the scope of work, schedule, specific goals and objectives, and review the project site. This meeting will include, at a minimum, the DLZ Project Manager and the lead technical personnel that may be needed to complete the work. At this meeting DLZ and the MDTMB will discuss scope, schedule, budget, and other relevant information needed to develop a detailed scope of work and fee. A detailed Task Order scope of services, schedule and compensation for the project will be required and provided to MDTMB for review. Negotiations will ensue to refine any of these items to the satisfaction of both parties. DLZ will not proceed on any work or changes in the work on a project without written authorization from

QUALITY MANAGER REVIEWS



the MDTMB. It is expected that the meeting and Task Order scope preparation process will be completed in a short time period, to allow for the project to quickly progress forward into design and construction.

All contact between DLZ and the MDTMB will be through DLZ's Project Manager, who will be the single point-of-contact for the project. This single point-of-contact allows for simplicity and direct communication with DLZ without a cumbersome multi-person contact with other staff actually leading the design effort. DLZ considers ourselves to be an extension of MDTMB's staff, ready to meet on short notice, understand the importance of schedule and budget, and work effectively and efficiently to complete all assignments. This approach will allow us to maintain adequate capacity to manage multiple projects and address overall project parameters, as well as the specific tasks included in each individual project. Our goal is to provide a management structure capable of fully understanding the comprehensive goals of the MDTMB while utilizing our unique knowledge of similar project specific facility improvements that will address the unique goals and objectives of the MDTMB.

Opinion of Probable Construction Cost

DLZ is extremely proud of our record of budgeting, preparing cost opinions, and managing construction costs. Development of accurate cost opinions begins with identifying the required improvements, verifying that all factors are considered and applying the appropriate contingency given the stage of the design. As is the case with development of quality construction documents, development of accurate cost opinions is based on communication and coordination with the client. Cost opinions and project parameters are established during the conceptual design phase of development and refined throughout the project as additional information becomes available and as the project design is refined. Project costs will evaluate the total project cost,

including hard construction costs and "soft costs." Hard construction costs are detailed to reflect construction, site development, general conditions, contractor's overhead and profit, contingencies, and escalation for inflation. Soft costs typically include the Owner's contingencies, professional fees, reimbursable expenses, technology, furniture-fixtures-equipment (FFE), storage expenses, survey, securing of the work site, and other costs associated with the project.

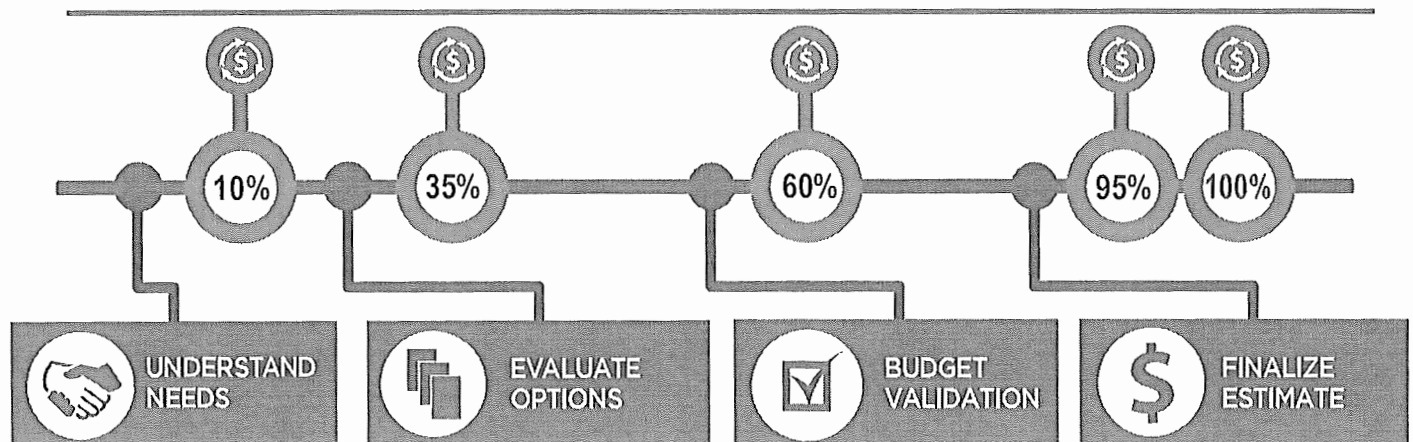
Construction Administration

The DLZ Project Manager will continue to manage and oversee the project through the Construction Administration Phase. On a project-specific basis, the DLZ team will coordinate with the MDTMB to determine the specific level of on-site representation that is required for each project. At a minimum, DLZ will visit the site at intervals appropriate to stage of construction, attend progress meetings, review pay applications, review shop drawings and submittals, prepare field reports when on-site that summarizes field observations, and confirm as-built documents are maintained by the Contractor. The MDTMB will be informed of the progress and quality of the work. If appropriate for the size and complexity of the project, DLZ also offers Full-Time and/or Part-Time On-Site Project Representation services during construction.

DLZ's Project Manager will work with DLZ's designated on-site representative to determine whether the work is proceeding according to the Contract Documents and will assign the required technical design staff to review shop drawings and Request for Information (RFI).

It is critical to the success of the project that a process is in place that allows the efficient management and processing of construction administration documents, including shop drawings and RFIs made during the construction phase of the project. Providing a timely response to RFIs will allow the Contractor to maintain their project schedule.

ESTIMATE OF PROBABLE COST



SECTION 4

QUESTIONNAIRE



Questionnaire for Professional Services
Department of Technology, Management and Budget
2021 Indefinite-Scope Indefinite-Delivery – Request for Qualifications
Architecture, Engineering, and Landscape Architecture Services
Various Locations, Michigan

INSTRUCTIONS: Firms shall complete the following information in the form provided. A separate sheet may be used if additional space is needed; please key the continuation paragraphs to the questionnaire. Answer questions completely and concisely to streamline the review process.

ARTICLE 1: BUSINESS ORGANIZATION

1. Full Name: DLZ Michigan, Inc.
Address: 1425 Keystone Avenue, Lansing, MI 48911
Telephone and Fax: 517.393.6800
Website: www.dlz.com E-Mail: msethi@dlz.com
SIGMA Vendor ID: CV0016067

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: Detroit: 607 Shelby St., Detroit, MI 48226; Kalamazoo: Skyrise Business Center, Kalamazoo, MI 49007; Melvindale: 4041 Martel St., Melvindale, MI 48122; Muskegon: 950 W Norton Ave., Muskegon, MI 49441; Port Huron: 2291 Water St., Port Huron, MI 48060; Saint Joseph: 505 Pleasant St., Saint Joseph, MI 49085; Waterford: 4494 Elizabeth Lake Rd., Waterford Township, MI 48328

If awarded a contract and / or subsequent assignment(s), state the specific SIGMA business address which you would like associated for all communication (Contracts, Contract Order, Contract Modifications and Payments)? 1425 Keystone Avenue, Lansing, MI 48911

Please list all person(s) authorized to receive and sign a resulting contract and / or subsequent assignment(s). Please include persons name, title, address, email and phone number. Manoj Sethi, PE, President, 1425 Keystone Ave., Lansing, MI 48911, msethi@dlz.com, 517-393-6800

2. Check the appropriate status:

☐ Individual firm ☐ Association ☐ Partnership ☒ Corporation, or ☐ Combination – Explain: [Click or tap here to enter text.](#)

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: Michigan, November 18, 1999

Include a brief history of the Professional's firm: DLZ's Michigan operation was founded in 1955 by Dr. John R. Snell(Snell Environmental Group, Inc.). In 1998, to supplement and expand our engineering capabilities, Cole Associates(founded in 1916) joined with Snell Environmental Group as a separate corporation (Cole Associates of Michigan). In January 2000, the Michigan operation assumed the DLZ corporate name to form DLZ Michigan, Inc

3. Provide an organization chart depicting all personnel and their roles/responsibilities. Please see Section 2: Personnel for organizational chart.

4. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. Please see Section 2: Personnel for organizational chart. Key personnel are listed with an asterisk and resumes are included in on the pages following the organization chart.
5. Has there been a recent change in organizational structure (e.g., management team) or control (e.g. merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change affected your company. In 2018, DLZ acquired Johnson & Anderson, headquartered in Waterford, Michigan and additional offices in Port Huron, Muskegon, and Flint. Johnson & Anderson has a longstanding presence in southeast Michigan, with an office in Oakland County since 1945. This acquisition results in greater geographic coverage and significantly increased our capacity for civil engineering, survey, GIS, and construction inspection. This increases our ability to perform design and engineering for water and sewer utilities, roads, trails, storm water management, asset management, survey and geospatial projects throughout the state.
6. Provide a four year rate schedule per position. Please refer to Part II: Cost Proposal for billable rates.

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

Identify ALL project types and professional services for which your firm is exceptionally qualified and experienced.

Provide attachments illustrating a minimum of three examples, with references, of successful projects performed in the last five years for each item checked. Identification of specialties will not exclude selected firms from project types but will assist the DCD Project Directors in matching firms with projects.

- ☒ ADA facility assessment and remodeling
- ☒ Boilers and steam systems
- ☒ Bridges – pedestrian and vehicular
- ☒ Building and structure additions
- ☒ Building envelope investigation, repair, upgrade
- ☒ Correctional facilities
- ☐ Door and window replacement
- ☐ Fire and security alarm systems
- ☐ Fish passage structures
- ☒ General architectural and/or engineering design
- ☒ HVAC equipment replacement, upgrade, selection
- ☒ HVAC controls replacement, upgrade, selection
- ☒ Interior remodeling and renovation
- ☐ Laboratory facilities
- ☒ Landscape architecture
- ☐ Land Planning
- ☐ Locks, Dams, Water Diking Systems and Water Control Structures
- ☒ Maintenance and facility preservation
- ☐ Marine work - boat launch facilities, docks, harbors
- ☒ Parking and paving
- ☐ Recreation and Sports Facilities / Fields
- ☒ Roof repair, restoration and/or replacement design
- ☐ Soil Erosion Sedimentation Controls
- ☒ Site surveying
- ☒ Stormwater management and drainage plans
- ☒ Structural investigation and assessment
- ☒ Toilet and/or shower room remodeling or design
- ☒ Trail design and development
- ☒ Wastewater systems
- ☒ Water supply systems

ARTICLE 3: PROJECT LOCATION

Identify the regions where your firm can most efficiently provide services. Assignments may vary from the regions checked, depending on the specialties and services required.

- ☐ Western Upper Peninsula (west of Marquette)
- ☐ Eastern Upper Peninsula (east of Marquette)
- ☐ Northern Lower Peninsula (north of Grayling)
- ☒ Saginaw Bay area (east of 127, north of I-69 and M 57, south of Grayling)
- ☒ Western Lower Peninsula (west of 127, north of Muskegon, south of Grayling)
- ☒ Central Lower Peninsula (east of Battle Creek, west of Chelsea, south of M 46 and M 57)
- ☒ Southwestern Lower Peninsula (west of Battle Creek, south of Muskegon)
- ☒ Southeastern Lower Peninsula (east of Chelsea, south of I-69)

ARTICLE 4: CONTRACT UNDERSTANDING

The following items should be addressed on the assumption that your firm is awarded an Indefinite-Scope, Indefinite-Delivery contract. (See attached sample contract).

- 4.1 Is it understood that your firm is required to respond to small projects (less than \$25,000) as well as larger projects?
- Yes ☒ No ☐
- 4.2 Is it understood that there is no guarantee of any work under this contract?
- Yes ☒ No ☐
- 4.3 Is it understood that your firm will be required to execute the attached standard State of Michigan contract language for professional services?
- Yes ☒ No ☐
- 4.4 Is it clearly understood that professional liability insurance is required at the time of execution of the ISID contract? (See Article 5 of the attached Sample Contract.)
- Yes ☒ No ☐
- 4.5 Is it understood that your firm must comply with State of Michigan law as it applies to your services?
- Yes ☒ No ☐
- 4.6 Is your firm familiar with Design and Construction's MICHSpec and DCSpec contracts and the enforcement of such?
- Yes ☒ No ☐
- If yes, explain: Click or tap here to enter text.

Does your firm have prior experience working with the State of Michigan?

Yes ☒ No ☐

If yes, explain: DLZ has worked with DTMB for over 30 years. In the past 5 years, DLZ has completed \$8.25M in professional services for DTMB. In the past 5 years, 31% of our work has been for the State of Michigan.

ARTICLE 5: CAPACITY AND QUALITY

- 5.1 Briefly describe your firm's methods and procedures for quality control for your deliverables and services. DLZ maintains a strong commitment to quality. Our product's quality has been primarily verified through the professional competence of the personnel performing the assigned project/task. Assignments of projects/tasks are based on the demonstrated capabilities of the personnel and the establishment of internal procedures and guidelines in order to safeguard and maintain a consistent and effective process for quality management/quality control (QM/QC). DLZ will implement a three-step process for providing a quality project on time and within schedule.

Step 1: For each assigned project, DLZ will develop a project work plan consistent with State policies and procedures to facilitate the administrative supervision of the work. DLZ will control and manage scope, budget, and schedule to verify that we provide the work for which we have been contracted. The plan will include computer generated project scheduling; costs and labor tracking; monthly progress reports; and status presentations and proactive communications with the State Project Manager, project staff, subconsultants, regulatory agencies and other involved stakeholders.

Step 2: All project personnel are responsible for verifying a quality product in their functional area through internal design checks, design reviews and interaction with the DLZ project manager and QM/QC team members representing their functional area. The project will be undertaken with full communication between project team members so that the development of one discipline's task features does not interfere with another discipline's task features.

Step 3: Each project will include a QM/QC team. This team is responsible for documentation concerning the actions and decisions of the QM/QC team. The QM/QC team and the DLZ project manager will periodically review the project for completeness and constructability as it relates to the project. In addition to the above, projects that are large in scale, and/or complex in nature, often benefit from additional technical reviews. DLZ has offered, and successfully coordinated, independent technical reviews (ITR) for many of our projects. For instance, ITR is part of every project undertaken between DLZ and the United States Army Corps of Engineers (COE). ITRs are a continuing evaluation of the adequacy of project design and constructability as the project progresses, as well as the final evaluation of the completed project. Independent reviews, when utilized, will be a seamless value added process between the project team and the QM/QC team.

- 5.2 Has your firm been involved in claims or suits associated with professional services errors and/or omissions?

Yes ☐ No ☒

If yes, explain: The answer is for the last 5 years.

- 5.3 Will there be a key person who is assigned to a project for its duration?

Yes ☒ No ☐

- 5.4 Please present your understanding of the relationship between your firm, the DTMB Design and Construction Division, and the State Agency for whom a project will be completed.

DLZ has a proven project approach, which consists of a strong, proactive project management philosophy. DLZ's contract is with the MDTMB Design and Construction Division. Our contractual obligation must be met and fulfilled. The State Agency is who the project will ultimately serve. The project is requested by the State Agency to the MDTMB. DLZ corresponds directly with the MDTMB Project Director/Manager and keeps the State informed of project progression on a monthly basis, attends coordination meetings, minimizes surprises, resolves issues as soon as possible, produces designs in conformance with all applicable codes, standards and guidelines, maintains an aggressive quality control process, submits ahead of schedule and maintains the project budget. DLZ, in conjunction with the MDTMB will confirm the proposed design solutions with the State Agency.

- 5.5 Describe your approach if a bidder proposes a substitution of a specified material during bidding.

DLZ's standard procedure requires that bidders submit substitution requests no less than ten calendar days prior to the bid date to allow adequate review time for the proposed substitution. DLZ includes a Substitution Request Form within the Project Manual; bidders must complete the proper form and submit adequate backup documentation to evaluate the proposed product or system. With input from the Owner, DLZ reviews the proposed substitution to determine if the proposed product or system complies with the design intent and meets or exceeds the performance criteria of the specified product or system. If the specified procedure is followed and the proposed substitution is found to be acceptable, then the product is added by addendum as an acceptable product.

- 5.6 Describe your approach if a contractor proposes a substitution of a specified material or detail with shop drawing submittals or in construction.

When a contractor proposes a substitution or revised detail during construction, DLZ reviews the proposed solution with the Owner and the contractor along with specific reasoning behind the proposal and identifies potential alternatives that will result in the best value for the Owner. Typically, product substitutions are not approved after the bidding phase without good cause or documentation of a hardship associated with the specified product.

- 5.7 How will your firm provide consistent and continuous communication pertaining to project activities and project status to the State of Michigan during the progress of projects?

DLZ will identify a Project Manager that will be the single point-of-contact for all work performed under this ISID contract. The Project Manager will remain in regular communication with the MDTMB and client agency representatives throughout the progress of each project. DLZ will provide written progress status reports for each project under this contract; status reports will be submitted on a regular basis.

DLZ will provide and maintain, to the State of Michigan, a proactive approach regarding the exchange and processing of information by implementing several actions to minimize the potential for problems. First, we will identify interests, goals and positions between the user and stakeholders (if appropriate) early in the process. This will maximize the amount of time available for resolving and minimizing conflicts. We also make sure that discussions during progress meetings are for agency interests, rather than on positions and perceptions. The DLZ approach to this contract will not be unlike our other multidisciplinary discretionary contracts where the emphasis of careful preliminary analysis, close client contact throughout project development, and communication with all appropriate parties prior to commencing design is stressed. Each project will begin with a project kickoff meeting. DLZ will meet with the State and other applicable agencies, together with other stakeholders deemed necessary. The main purpose of this meeting will be to exchange information, define the established level of quality for the project, discuss opportunities and constraints of the project, establish communication protocols, discuss project goals and objectives, and review the scope of work and schedule for the project. This meeting will develop a baseline for coordination and communication throughout the project.

During project development, periodic progress meetings will be conducted. The frequency of these meetings will be determined during the kickoff meeting and based primarily on the size, complexity and schedule of each project. For a "fast track" project, additional forms of coordination and communication, including video and phone conferencing and/or web-based communications, can be utilized. Beyond these items, we structure meetings so that we obtain consensus at key decision points and build on previous decisions. This prevents revisiting old decisions and redoing work. We effectively apply this approach of conflict avoidance/resolution to each of our projects, regardless of size, from kickoff to project construction closeout.

- 5.8 Does your company have an FTP or similar site for quick posting and distribution of information, drawings, field inspection reports, and other communications?

Yes ☒ No ☐

- 5.9 Describe your method of estimating construction costs and demonstrate the validity of that method.
DLZ uses a combination of previous project bid results for similar projects, RSMeans National Cost Estimating Guidelines, and resources from the local construction market to validate and verify the anticipated project budget through considerations of the local bidding climate and historical data. When appropriate, DLZ utilizes the services of an independent cost estimating consultant or a contractor to confirm the opinion of probable construction costs. Using a combination of various references has proven to be an effective approach to developing cost estimates. For example, DLZ has a good track record of developing cost estimates early in the design process for over 75 projects under our current Indefinite Quantity Contract (IQC) with the United States Postal Service; for projects under this IQC, the project funding is typically requested during the design phase based on preliminary design estimates

- 5.10 Describe your approach to minimizing construction cost over-runs.
DLZ takes pride in our track record of cost management during construction. This process begins early in the design process by establishing an understanding of the project parameters and maintaining a high standard for communication and quality management throughout the project. DLZ has successfully implemented a variety of strategies to manage costs during construction; specific strategies may depend on project goals, schedule, funding source, and procurement process. DLZ will work closely with the Owner to develop the most effective strategies for cost management. As an example, DLZ has successfully completed numerous projects without change orders under DLZ's current IQC with the United States Postal Service. DLZ has found that the most effective strategy is to develop a set of construction documents that clearly identifies the scope of work and the design intent. Cost over-run is typically a result of unforeseen conditions, owner requested changes, errors or omissions or schedule delays. DLZ's approach to controlling change orders begins with a clear understanding of the project scope, budget, level of quality, and schedule for each assignment. We then prepare accurate and detailed construction documents in accordance with our work plan; perform constructability reviews of construction documents; and make certain regulatory agencies with jurisdiction over the project, as well as appropriate stakeholders, that coordination and communication has been fully implemented throughout the design process.

- 5.11 What percentage of the PSC cost should be devoted to construction administration (office and field)?
Typically, fees for construction administration basic services vary between 15 - 25% of the PSC's total budget.

- 5.12 What portion of the assigned work will be performed with your staff and what portion will be provided by sub-consultants?
DLZ Staff: 90-100% Subconsultants: 0-10 %

- 6.13 On a typical project, what would be your response time, from the time receive a project assignment to starting investigation and design work? A typical project might be one involving several disciplines and in the neighborhood of a \$25,000 fee.)

For a typical project, DLZ anticipates making contact with the MDTMB Project Manager within 24 hour notice of potential project, at which time a scoping meeting will be scheduled to define the Scope of Work and project parameters. Typically an initial site visit is conducted within three days after notice of assignment, and a proposal is submitted for review within seven calendar days thereafter. Upon receipt of a Notice to Proceed, DLZ anticipates beginning the project with a kickoff meeting within seven calendar days after the Notice to Proceed. In special circumstances that require urgent attention, DLZ has a strong record of responding to the immediate needs of the project, especially in emergency conditions which immediate timely response and action.

- 5.14 How do you assess whether a construction bidder is responsive and responsible?

DLZ's process to assess whether or not a bidder is responsive and responsible includes a thorough review of the bid packets received from each bidder, including documentation of a checklist for each bidder to identify if all the appropriate documents were filled out in their entirety and included proper signatures and certifications. In the event that minor irregularities are identified, these are documented and discussed with the Owner. Depending on the circumstances, the bidder may be afforded the opportunity to correct minor irregularities, if appropriate and with the Owner's concurrence. Typically, DLZ also performs post-bid interviews with the three apparent low bidders to confirm bid amounts and to verify that bidders have a thorough understanding of the project requirements and scope of work. In the event that qualifications and references are also to be considered part of the evaluation criteria, then DLZ also reviews the bidder's qualifications and may contact references as appropriate. If there are no discrepancies found in the documents and all other factors appear to be in order, then DLZ will discuss with the Owner and prepare a commendation of award based on all the information available.

- 5.15 Describe your firm's understanding of Sustainable Design and LEED Certification.

DLZ has a significant amount of experience with sustainable design efforts and LEED Certification. DLZ has LEED Accredited Professionals in multiple design disciplines and has successfully completed a variety of LEED Certified building projects throughout the Midwest. DLZ understands the challenges and opportunities involved in implementing a variety of sustainable design strategies and the LEED Certification process.

Sustainable Design: Sustainable design seeks to reduce negative impacts on the environment, and health and comfort of building occupants, thereby improving building performance. The basic objectives of sustainability are to reduce consumption of non-renewable resources, minimize waste and create healthy, productive environments. Utilizing a sustainable design philosophy encourages decisions at each phase of the design process that will reduce negative impacts on the environment and the health of the occupants, without compromising the bottom line. It is an integrated holistic approach that encourages compromise and tradeoffs. Such an integrated approach positively impacts all phases of a building's life cycle, including design, construction, and operation.

LEED Certification: LEED is a third party certification program and a nationally accepted benchmark for the design, construction and operation of high performance buildings. LEED certification is available for all building types such as new construction, major renovation, existing buildings, commercial interiors, core and shell, schools and homes. LEED is a point-based system where projects earn LEED points for satisfying specific green building criteria within six categories: Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources, Indoor Environmental Quality, and Innovation in Design. The number of points a project earns determines the level of LEED certification the project receives. LEED certified projects blend environmental, economic and occupant-orientated performance, are easier to operate and maintain, are energy efficient, and are healthier and safer for occupants.

- 5.16 Describe your experience with similar open-ended contracts.

DLZ has a significant amount of similar experience with open-ended and as-needed type contracts for federal, state, and local government agencies. Currently DLZ holds several such contracts with governmental

agencies such as the MDTMB (LOE Contract), MSHDA, MDOT, Lansing Community College, Wayne County Airport Authority, and many others. One such example is our Indefinite Quantity Contract with the United States Postal Service, under which we have completed over 300 unique projects including a wide variety of facility repair and alteration projects of various scope, size, and complexity at postal facilities across the Midwest.

- 5.17 Describe your methodology for obtaining information about the existence and condition of an existing, facility's components and systems.

DLZ has extensive experience with repair and alteration projects, remodels, system/equipment replacement, and other facility renovation projects that involve field verification of existing components and systems. Initially, DLZ gathers as much written documentation, existing drawings, and other building that may be available to draw from prior to initiating a field visit. Having reviewed any available information prior to a field visit enables the designers the ability to be prepared for conditions that may be encountered while on site. Designers for each applicable discipline then visit the facility to gather and verify additional information required to complete the intended design. Photographic and/or field survey documentation is taken as appropriate for the project. Higher technology methods are also available depending on the complexity and specific project needs. During the course of the project when additional design parameters become apparent, DLZ routinely makes supplemental site visit(s) to the site to verify and gather specific conditions and details that may be necessary. For mechanical and electrical systems, DLZ routinely documents the existing equipment including loads, model numbers, and serial numbers to gather more information from the manufacturers, gaining a solid understanding of how the existing system operates and functions. DLZ also requests facility energy usage data for the past 12-24 months in order to gain an understanding of the building's energy usage to forecast energy use of the proposed systems. Depending on specific circumstances and project needs, DLZ has gone so far as to perform special testing, material sampling, and/or exploratory investigation in order to identify specific project parameters necessary to provide the most appropriate recommendations for each project.

- 5.18 Describe your approach to securing permits/approvals for the following: campgrounds, critical dunes, coastal zone management, projects adjacent to Michigan lakes and rivers.

Campground: Campground permits are required to verify that proposed campground construction addresses health and safety of the campground users. The EGLE administers the campground permit program. DLZ would coordinate early on in the design programming effort to confirm the State permit requirements. The permit application would be completed and submitted to the local Public Health Department who would forward the permit to the EGLE upon completion of their review.

Critical Dunes: The protection act requires a permit for any activities, including contour changes, in areas identified as critical dunes. Uses are prohibited on slopes measuring greater than 33 percent without a variance, and structures are prohibited on the first lakeward-facing slope of a critical dune area. Environmental impact assessments are required for special use projects (subdivisions, site condominiums, etc.). Local units of government have the opportunity to assume permitting authority under the act by adopting or amending a zoning ordinance. The EGLE retains final review authority for special use projects. The EGLE/USACE joint permit application is used for critical dune permitting. For those jurisdictions that have local permitting authority, application for uses in critical dune areas is made with the local unit. In all other areas, permit applications are submitted to the EGLE in Lansing. Once a permit application is filed, field staff conducts an on-site inspection of the proposed use. If the proposal does not meet the standards in the act, staff will work with the applicant to determine if there are alternatives on the site that would enable development of the property while meeting the standards in the act. A panel of staff reviewers in Lansing considers variance requests.

Coastal Zone Management: The Coastal Zone Management (CZM) program is a grant program created to encourage projects that reflect Michigan's coastal management objectives. These objectives include:

- Creation and enhancement of coastal public access.
- Protection of sensitive natural resources, such as wetlands and sand dunes.

- Control of development in erosion or flood hazard areas to prevent loss of life and property.
- Education and distribution of information about Michigan's coast and Great Lakes.
- Preservation and restoration of historic coastal structures.
- Redevelopment of urban waterfronts and ports.

DLZ would coordinate early in the project planning process to confirm the priorities and requirements of the CZM program. Using the standard CZM grant application form, DLZ would work with the State to develop a complete grant application that would satisfy the program requirements and promote a successful project in a competitive grant process.

Projects Adjacent to Michigan Lakes and Rivers: DLZ staff has prepared and submitted a number of joint permit applications to the EGLE for projects in or adjacent to lakes and rivers in Michigan. Our staff routinely performs site reviews along watercourses to determine permit requirements, extent of the ordinary high water mark (OHWM), location of riparian wetlands and functions of values of each, review of FEMA maps to identify the location and extent of 100-year floodplains, review critical habitat for potential presence of threatened or endangered plants and animals, and review of various physical parameters of streams. Projects that required these reviews have included bridges, roads, seawalls, utility crossings, boat launches, building construction, and others. We understand the process involved and the required materials for submittal with the permit application which varies depending on the type of project. Our scientists and engineers regularly prepare and submit detailed information such as hydraulic analyses to verify no harmful interference with flood flows for bridge and other projects that may encroach on the floodway. Our staff of biologists understands the potential impacts that construction projects can have on the environment and negotiate with EGLE staff to develop permit conditions that are reasonable and will protect the natural resource.

A key aspect of projects adjacent to regulated water bodies is preparation of a detailed soil erosion and sedimentation control (SESC) plan. Sediment deposition into waters or wetlands can be a major issue and our SESC plans focus on prevention of sediment erosion as the main priority, not simply installing best management practices (BMPs) to collect the sediment. We review topography, vegetation on the site, staging plans, soil types, and other components of each individual site to determine the extent and types of BMPs that should be installed to minimize the potential for deposition of sediment off the construction site. We prepare a separate SESC plan that includes the types and locations of various temporary and permanent SESC measures to be utilized, maintenance requirements of each, staging/schedule for implementation, and detailed notes for the contractor. DLZ has numerous certified Construction Stormwater Operators that review construction sites following precipitation events (at least weekly regardless) to review SESC measures are operating as designed and alert the contractor of which ones need to be repaired, replaced, or maintained.

- 5.19 Describe your approach to a construction contractor's request for additional compensation for a change in the project scope.
- In the event the contractor requests additional compensation associated with a change in the project scope, DLZ reviews the circumstances with the contractor to gain an understanding of the questioned scope and whether or not it is a legitimate change or if the scope is actually included within the contract. In the event there is a legitimate change in scope, then the circumstances which led to the change are evaluated and documented. If the change in scope also requires a change in contract amount, the circumstances are discussed with the Owner and a recommendation is prepared for the Owner's consideration.

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

REFERENCES

DLZ has the experience to provide the professional consulting services required for this project. The references below are for current and former public agency clients for which DLZ has completed similar work. The projects completed for these public agencies have included similar work elements and scope of services anticipated for this professional services contract.

Mr. Timothy Martz, Director of Facilities

Lansing Community College
7230 Physical Plant, P.O. Box 40010
Lansing, Michigan 48901
Telephone: (517) 483-1808
martzt@lcc.edu



Ms. Donna Rice, Senior Project Manager

City of Detroit
Coleman A Young Municipal Center
2 Woodward Avenue, Suite 601
Detroit, Michigan 48226
Telephone: (313) 224-0174
riced@detroitmi.gov



Mr. Donald Kandl, Project Manager

Great Lakes Facilities Service Office
United States Postal Service
500 Fullerton Avenue
Carol Stream, Illinois 60199
Telephone: (630) 295-6239
donald.w.kandl@usps.gov



Ms. Linda Rensland, Facilities Project Manager

Kent County
300 Monroe Avenue N.W.
Grand Rapids, Michigan 49503
Telephone: (616) 299-9077
Linda.Rensland@kentcountymi.gov



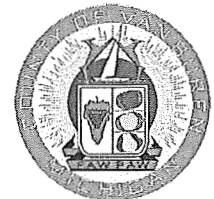
Mr. Casey Ries, PE, Engineering & Planning Director

Gerald R. Ford International
Airport Authority
5500 44th Street, SE
Grand Rapids, Michigan 49512
Telephone: (616) 233-6041
cries@grr.org



Mr. Jeff Hall, Director Buildings & Ground Department

Van Buren County
753 Hazen Street
Paw Paw, Michigan 49079
Telephone: (269) 657-7864
hallj@vbco.org



PROJECT TYPES AND SERVICES OFFERED

ADA FACILITY ASSESSMENT AND REMODELING



WAYNE COUNTY AIRPORT AUTHORITY (WCAA) ADA COMPLIANCE SERVICES

WAYNE COUNTY, MICHIGAN

Owner | Wayne County Airport Authority
11050 Rogell Drive, Bldg. #602
Detroit, Michigan 48242

Contact | Mr. John Paul Minear
Deputy Director, Planning
(734) 247-7370

Completion Date | Prime Contract - 2018
Subconsultant - Ongoing

Project Cost | varies

DLZ has been assisting the WCAA with various compliance efforts to meet FAA and other federal requirements. DLZ was contracted to perform Architectural/Engineering (AE) services for the design and construction oversight of projects to the public use facilities side at Detroit Metropolitan Wayne County Airport (DTW) and Willow Run Airport (YIP). The primary goal of this contract is to perform corrections to the facilities with regards to accessibility and to bring facilities into compliance with the Americans with Disabilities Act (ADA). At the conclusion of that contract, DLZ was contracted as the ADA compliance expert sub-consultant under GHD, the subsequent contract holder.

As prime consultant, DLZ performed an ADA compliance evaluation of the Westin Hotel, a 404 room, 7 story hotel with all top amenities, including conference facilities on 3 levels, and which is attached to one of the terminals at DTW. DLZ also evaluated 13 non-terminal support facilities, including the airport administrative and public safety building, maintenance offices, several private air carrier facilities, and several car rental agencies. DLZ also provided design and construction management services for several accessibility improvement projects, including correction of ramps at the Westin, various signage improvements, Transportation Center restrooms, and parking garage accessible route improvements.

As a subconsultant to GHD, DLZ performed inspections of all public areas at the McNamara Terminal, including the adjacent parking structure and Ground Transportation Center, all public accessible routes outside and within the terminal, passenger loading zones, baggage claim, ticketing, Service Animal Relief Areas (SARA), Freedom Center, Religious Reflection Room, several Nursing Mother's Rooms, many restrooms, several Delta Sky Clubs, and limited meeting rooms leased by Delta Airlines but used by WCAA. DLZ also assisted WCAA by preparing a Title VI Implementation Plan and is currently beginning a project to prepare a Transition Plan, which will assemble information about all previous facility evaluations and also evaluate WCAA policies, programs, and procedures at DTW to ensure they are also accessible.

CITY OF SEVIERVILLE ADA SELF-EVALUATION & TRANSITION PLAN

CITY OF SEVIERVILLE, TENNESSEE

Owner | City of Sevierville
310 Robert Henderson Road
Sevierville, TN 37862

Contact | Mr. Bryon Fortner
Public Works Director
(865) 868-1777

Completion Date | 2020

Project Cost | \$215,000 (Study)



The City of Sevierville, Tennessee, contracted with DLZ to perform a self-evaluation of all City facilities, programs, policies, and procedures and prepare a Transition Plan to assist in prioritizing their ADA compliance efforts. DLZ's facility self-evaluation included 17 City buildings, 9 parks, 50 miles of sidewalks, several blocks of on-street parking in the downtown shopping district, pedestrian signals, and 365 intersections with curb ramps. DLZ partnered with a local firm who collected field measurements for pedestrian facilities within the public right-of-way and other limited exterior spaces utilizing Excel and Geojot forms developed by DLZ specific to this type of specialty work. This beneficial partnership allowed for owner cost-savings and support of local business.

CITY OF DAYTON ADA SELF-EVALUATION AND TRANSITION PLAN

CITY OF DAYTON, OHIO

Owner | City of Dayton
101 W. Third Street
Dayton, Ohio 45402

Contact | Mr. Andrew Marks
Senior Engineer II
(937) 333-3857

Completion Date | September 2021 (estimated)

Project Cost | \$425,000 (Study)

The City of Dayton, Ohio, contracted with DLZ to perform a self-evaluation of all City facilities, programs, policies, and procedures and prepare a Transition Plan to assist in prioritizing their ADA compliance efforts. DLZ's facility self-evaluation included 56 City facilities, 68 parks, 11 bike path segments, public right-of-way sidewalks fronting on all City facilities & parks, and 1312 parking meters and pay stations. The City has collected data on curb ramps and provided that information to DLZ for analysis of compliance. DLZ partnered with a local DBE firm, who collected field measurements for pedestrian signals at 312 signalized intersections.



This project included evaluation of many unique types of facilities, many of which are very old and have substantial barriers to access and use by the disabled public and employees. Facilities reviewed included several parking garages, the Dayton Convention Center, Dayton Dragons Stadium (home of the Cincinnati Reds Class A affiliate), numerous community and recreation centers, and multiple golf courses. Public input was achieved via direct mailings to disability advocacy groups and public notice to solicit input, an online survey, and the draft SETP will be released for public review and comment prior to adoption. The self-evaluation of programs, policies, and procedures will be completed by DLZ and the results compiled into a Transition Plan that the City will utilize to make the necessary corrective actions and policy changes.

CITY OF GATLINBURG ADA SELF-EVALUATION & TRANSITION PLAN

GATLINBURG, TENNESSEE

Owner | City of Gatlinburg
1230 East Parkway
Gatlinburg, TN 37738

Contact | Ms. Michele Diebold
Human Resources Manager
(865) 436-1414

Completion Date | 2019

Project Cost | \$150,000 (Study)

The City of Gatlinburg, Tennessee, contracted with DLZ to perform a self-evaluation of all City facilities, programs, policies, and procedures and prepare a Transition Plan to assist in prioritizing their ADA compliance efforts. DLZ's facility self-evaluation included 25 City facilities, 2 parks, 25 miles of sidewalks, pedestrian signals, 148 trolley stops and 30 shelters, and 40 intersections with curb ramps. DLZ partnered with a local firm who collected field measurements for pedestrian facilities within the public right-of-



ways and other limited exterior spaces utilizing Excel and Google forms developed by DLZ specific to this type of specialty work. This beneficial partnership allowed for owner cost-savings and support of local business. Gatlinburg is a unique community, with a large tourist trade that swells the population from the 4000 permanent residents to over 50,000 daily. This constant influx of tourists from across the country accentuates the need for accessible facilities. This project included evaluation of many facilities, including several parking garages, welcome/visitor centers, and more. Public input was achieved via direct mailings to disability advocacy groups and public notice to solicit input, an online survey, and issuance of the draft SETP for public review and comment. The self-evaluation of programs, policies, and procedures was completed by DLZ and the results were compiled into a Transition Plan that the City will utilize to make the necessary corrective actions and policy changes.

PROJECT TYPES AND SERVICES OFFERED

BOILER AND STEAM SYSTEMS

MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY BOILER REPLACEMENT

MISHAWAKA, INDIANA

Owner | Mishawaka-Penn-Harris Public Library
209 Lincoln Way
Mishawaka, IN 46544

Contact | Dena Wargo
(574) 259-5277
D.Wargo@MPHPL.ORG

Completion Date | 2020

Project Cost | \$223,100

Mishawaka Library contains approximately 81,400 square feet located on two levels. The existing heating system was served by a single steam boiler which was then converted to a hot water distribution system. The boiler, pumps, and supporting components had served their useful life and were not energy efficient. Additionally, the equipment was not able to take full advantage of the new DDC controls systems DLZ designed for the library as part of their 2017 Capital Improvements.

DLZ designed a new system that considered energy efficiency, improved redundancy, and low maintenance. Two (2) new 2MMBTU condensing boilers were selected to provide hot for distribution. The distribution

throughout the library was provided by four (4) new pumps. The overall system was interfaced with the direct digital control system to provide responsive energy-efficient staging for boiler operations.

Consideration was also required of the existing chimney infrastructure to allow the installation of new properly rated combustion flues and intakes routed from the basement mechanical room up a heavily congested mechanical chase to access the roof.

In addition, this project included the replacement of the antiquated humidification system equipment. A new steam boiler with proper water treatment systems and integrated DDC controls was provided for a more effective humidification solution.



MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY BID PACKAGE 2

MISHAWAKA, INDIANA

Owner | Mishawaka-Penn-Harris Public Library
209 Lincoln Way
Mishawaka, IN 46544

Contact | Dena Wargo
(574) 259-5277
D.Wargo@MPHPL.ORG

Completion Date | 2017

Project Cost | \$115,000

The Facility Assessment Report prepared in 2016 by DLZ separated the projects into short-term, intermediate, and long-term projects. Projects in Design Release 2 were selected to replace aging equipment and improve the energy efficiency and user comfort of the mechanical system at the Mishawaka and Bittersweet locations.

Bid Package 2 covered replacement of the boiler, chilled and hot water pumps, hot water expansion tank, air separator, piping, valves, an exterior louver and an exhaust fan at the Bittersweet Branch.



MICHIGAN CITY ARMORY STEAM BOILER REPLACEMENT PROJECT

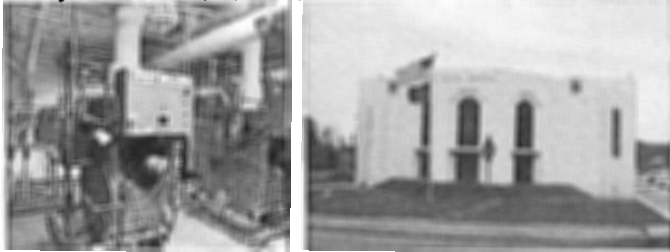
MICHIGAN CITY, INDIANA

Owner | Indiana Army National Guard
Indiana Adjutant General's Office
State Armory Board
711 North Pennsylvania Street
Indianapolis, Indiana 46204

Contact | Mr. Jeff Duncan
Tyndall Armory
(317) 247-3300
Jeffrey.w.dunca.nfg@mail.mil

Completion Date | 2019

Project Cost | \$342,000



DLZ was commissioned to perform an initial facility heating system assessment of the Michigan City Naval Armory building located in Michigan City, Indiana. The 30,000 s.f. armory, constructed in 1937, is currently heated by a steam boiler heating system serving radiators and heating coils throughout the building via a network of steam supply and condensate return piping. The system currently consists of two gas-fired steam boilers each with a rated output of 2,600 lb/hr which were installed in 1999. One boiler has been non-operational at least six years, and was used for parts to maintain the other boiler operation. The existing boilers, condensate return network, and associated controls had exceeded their original design lives, and required immediate replacement.

DLZ prepared design documents, assisted with bidding and procurements and conducted Construction Administration services. Through an ASHRAE Level II energy audit of the facility, DLZ was able to propose cost savings associated with updating the steam traps throughout the building, and found construction cost savings in reducing the installed boiler sizes while maintaining redundancy through "right-sizing" based on current loads.

The project included the removal of the entire existing steam boiler plant, and all associated controls. Two new steam boilers and associated connections to all systems necessary were designed and installed.

ELKHART COUNTY JUVENILE CENTER ADDITION

ELKHART COUNTY, INDIANA

INDIANAPOLIS, INDIANA

Owner | Elkhart County
Board of Commissioners
117 North Second Street
Goshen, Indiana 46526

Contact | Mr. Jeff Taylor
County Administrator
(574) 534-3541

Completion Date | 2019

Project Cost | \$8,000,000

DLZ provided complete architectural and engineering services for a new Juvenile Detention Center addition to the existing Jail located within the Elkhart County Criminal Justice Complex.

The new center totals approximately 23,000 gsf, including housing for approximately 30 juveniles, day rooms, classrooms,



and recreation space. The facility also provides a secure sallyport, intake, and administrative offices. Site Development included parking, hardscape, and civil infrastructure. Security and access control systems include detention doors, proximity card readers, and CCTV.

As part of this project, DLZ designed two steam to hot water heat exchanger systems to deliver domestic hot water and heating hot water on-demand to the expansion – served by the existing medium pressure steam utility infrastructure on site.

PROJECT TYPES AND SERVICES OFFERED

BRIDGES

COLUMBIA ROAD OVER GRAND RIVER BRIDGE REPLACEMENT

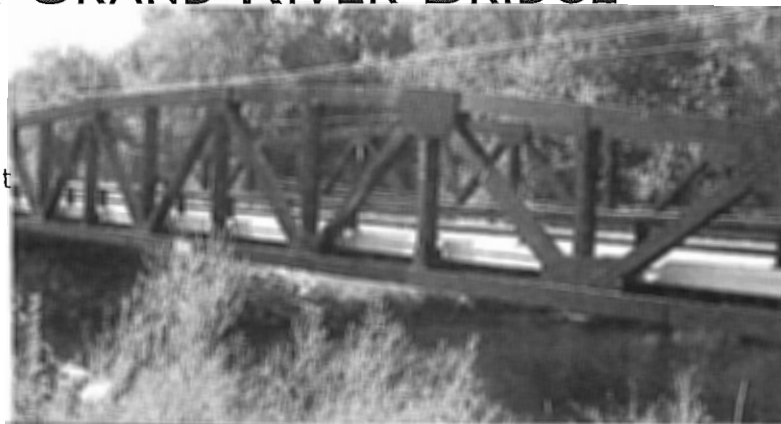
INGHAM COUNTY, MICHIGAN

Owner | Ingham County Road Department
301 Bush Street
Mason, Michigan 48854

Contact | Ms. Kelly R. Jones
(517) 676-9722
kjones@inghamcrrc.org

Completion Date | 2018

Project Cost | \$1,777,083



DLZ provided topographic and hydraulic surveys, hydraulic and scour analyses, USACE/EGLE joint permit application, utility coordination, bridge and road design, and MOT design for the replacement design of a single span steel truss bridge. The structure consists of pile supported concrete abutments, steel truss superstructure, concrete deck with two-tube steel railings. DLZ worked hand-in-hand with a steel truss fabricator throughout the design and construction to coordinate the design of the substructure and road approaches with the design of the steel truss superstructure. Close coordination and understanding of the superstructure loads, design and load rating vehicles and calculations, as well as proposed bearing elevations took place between the DLZ engineers and the truss fabricator. The 165-foot single span bridge replaced a three-span structure that had two piers in the river. The new structure completely spans the river and includes spill through slopes protected by heavy riprap. The construction project included full roadway closure and a detour route several miles in length. The intersection of Columbia Road and Waverly Road at the east end of the bridge was relocated slightly away from the bridge to provide better visibility and a safer intersection.

MT. ZION STREET BRIDGE OVER CHRISTIANA CREEK

CASS COUNTY, MICHIGAN

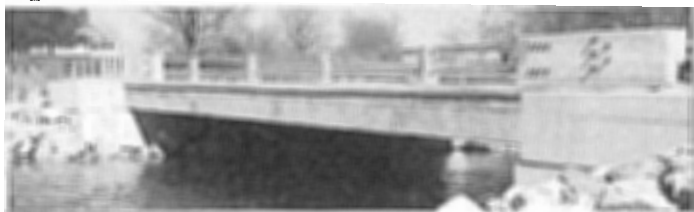
Owner | Cass County Road Commission
340 North O'Keele Street
Cassopolis, Michigan 49031

Contact | Mr. Joseph Bellina III, P.E.
(269) 445-8611
jbellina@casscoroad.com

Completion Date | 2017

Project Cost | \$756,120

DLZ was retained by the Cass County Road Commission (CCRC) to design the replacement of the existing four adjacent CMP culverts carrying Mt. Zion Street over the Christiana Creek. This structure is included on the Local Bridge Program funding list for replacement for the 2017 fiscal year. The CCRC desires to have construction begin in the spring of 2017 and be completed by August 2017. DLZ is responsible for obtaining the topographic and hydraulic surveys; obtaining bridge and approach soil borings; performing the hydraulic analysis and MDEQ permitting; completing the Michigan Department of Transportation (MDOT) bridge program application (including obtaining SHPO and endangered species clearances); developing 7000 series numbered unique special provisions and the FUSP/SS/NB checklists; and, preparing cost estimates. Tasks included design and review of TS&L, Preliminary and Final Plans, attending and participating in the Grade Inspection meeting, and coordination with utility owners. The proposed 60-foot long bridge replacement consists of adjacent, precast/prestressed box beams, a 6-inch concrete deck, and two-tube steel bridge railings. The concrete abutments are pile supported. The approaches consist of concrete approach slabs, HMA roadway approaches, and guardrail runs in all quadrants.



S. MARSHALL AVENUE BRIDGE OVER KALAMAZOO RIVER MARSHALL, MICHIGAN

Owner | City of Marshall
323 W. Michigan Avenue
Marshall, MI 49068

Contact | Ms. Kristin L. Bauer, PE
Director of Public Services
(269) 558-0323
kbauer@cityofmarshall.com

Completion Date | 2018

Project Cost | \$1,330,000

DLZ was retained by the City of Marshall to design the replacement of the existing cast-in-place concrete, earth-filled arch structure built in 1910. Several critical City-owned overhead electric lines were located above the existing structure. It was determined that the best way to maintain these lines during and after construction was by installing five, directionally drilled conduits below the river, adjacent to the proposed bridge, prior to bridge demolition. A replacement water main was also designed to be supported by the proposed bridge. DLZ was responsible for obtaining the topographic and hydraulic surveys; obtaining bridge and approach soil borings; performing the hydraulic and scour analyses and EGLE permitting; completing the MDOT bridge program application (including obtaining SHPO and endangered species clearances); developing 7000 series numbered unique special provisions and the FUSP/SS/NB checklists; and, preparing cost estimates. Tasks included design and review of TS&L, Preliminary and Final Plans, attending and participating in the Grade Inspection meeting, and coordination with utility owners. DLZ is providing full construction phase services, including field inspection and office oversight. The proposed 92-foot long bridge replacement consists of prestressed concrete modified bulb-tee beams, a 9-inch concrete deck, and historically-themed cast-in-place concrete bridge railings. The concrete abutments are spread footings on rock. The approaches consist of concrete approach slabs, HMA roadway approaches, and guardrail runs in all quadrants.



MARSH ROAD BRIDGE REHABILITATION OVER THE GTW RAILROAD

INGHAM COUNTY, MICHIGAN

Owner | Ingham County Road Department
301 Bush Street
Mason, Michigan 48854

Contact | Mr. Robert H. Peterson, P.E.
(517) 676-9722, Ext. 2336
rpeterson@ingham.org

Completion Date | 2016

Project Cost | \$1,584,298



DLZ provided field survey, bridge and road approach design, load rating, and railroad and utility coordination for the superstructure replacement of the Marsh Road Bridge over the Canadian National Railroad (GTW). This work included steel rolled beam design, pier design, concrete deck design using link slabs, maintaining traffic through part-width construction, guardrail design, and widening the existing bridge sidewalk. DLZ began the project by studying various alternatives that ranged from continuous steel beams to simple spans with link slabs and painted beams to galvanized beams. It was determined that the optimum and least costly solution was to replace the existing superstructure with simple span, galvanized, rolled steel beams and concrete link slabs over the piers to eliminate all deck joints. A buried gas line, overhead high and low voltage electric lines, and several other utilities required significant coordination and relocation. An adjacent pedestrian truss bridge remained in place during construction and required protection. The existing sidewalk was widened from 5 feet to 7 feet without widening the piers and abutments. The buried gas line was relocated and directional bored under the railroad tracks.

PROJECT TYPES AND SERVICES OFFERED

BUILDING AND STRUCTURAL ADDITIONS



UNITED STATES POSTAL SERVICE NDC FACILITY EXPANSION

CINCINNATI, OHIO

Owner | United State Postal Service
475 L'Enfant Plaza, Room 6670
Washington, DC 20260

Contact | Mr. Dwayne Price, Project Manager
(202) 268-2865
dwayne.price@usps.gov

Completion Date | 2019 - Ongoing

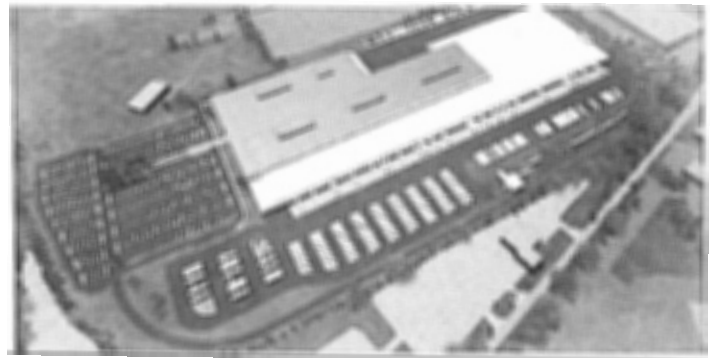
Construction Cost | \$56,000,000 (estimated)

The proposed project includes a +/- 347,000 square foot building expansion to the Cincinnati NDC facility and associated site development. The project is intended to be constructed in three phases:

- Phase 1 ~197,000 SF;
- Phase 2 ~70,000 SF;
- Phase 3 ~80,000 SF.

The space program includes primarily additional space for mail processing and new loading dock area with a total of 127 new dock doors. The site program includes new truck maneuvering area, ~248 new employee parking spaces, and additional site development as appropriate for the project.

DLZ is providing investigative data collection, topographic survey, geotechnical investigation, 10% Pre-Concept Design, and Bid/Solicitation phase services to support solicitation and procurement of a design-build team for design and construction of the proposed project.



DEARBORN COUNTY COURTHOUSE EXPANSION

LAWRENCEBURG, INDIANA

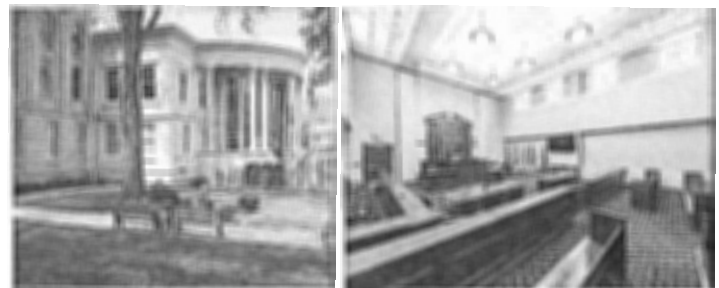
Owner | Dearborn County Commissioners
215B West High Street
Lawrenceburg, Indiana 47025

Contact | Mrs. Terri Randall
President | One Dearborn, Inc.
812.584.8761
trandall@1dearborn.org

Completion Date | 2019

Project Cost | \$10,250,000

DLZ was initially selected to perform Program/Space Analysis verification and related professional architectural and engineering Schematic Design services for the Historic 1871 Dearborn County Courthouse Expansion project. The Program/Space Analysis verification confirmed the findings of an earlier 2004 analysis performed by others. The Dearborn County Courthouse and adjacent County Administration Building no longer provide adequate square footage for the various county offices. Several operational safety concerns were also identified. DLZ developed and



presented a Schematic Design to address program and operational deficiencies. DLZ was then authorized to commence professional architectural and engineering services to implement the proposed design through the Bidding and Construction Administration Phase. The design consists of an approximate 40,000 gross square foot building expansion situated between the existing historic Courthouse and an existing post-modern County Administration building. Limestone veneer was selected and carefully detailed to compliment and replicate the existing historic Courthouse. New program spaces consist of two Superior Courts with associated Court Administration, Prosecutor's Suite, Large Meeting Room, Public Entry Security Post/Screening, and an unfinished basement to accommodate existing topography and future growth. The existing historic Courthouse also received select areas of significant renovation to accommodate the new expansion.

KENT COUNTY JUVENILE DETENTION CENTER ADDITION/RENOVATION

GRAND RAPIDS, MICHIGAN

Owner | Kent County
300 Monroe Avenue NW
Grand Rapids, Michigan 49503

Contact | Ms. Linda Rensland
(616) 632-7602
Linda.Rensland@kentcountymi.gov

Completion Date | 2019

Project Cost | \$17,000,000

Kent County needed to replace a portion of its current 77,000 gross square feet Juvenile Detention Facility. The original 1960s era sections are well beyond their useful life with regards to juvenile detention concepts and standards, building systems, security concepts and future flexibility.

The sections involved in the project house 45 residents, as well as associated facility staff. This project required phased construction and phased demolition in order to maintain complete and continuous facility operations and security. The new addition fit within the existing site constraints and work with the remaining portions of the facility, while meeting current ACA juvenile detention standards and current juvenile detention concepts. These standards include the concepts of providing natural daylighting; access to outdoor spaces; focus on teaching and learning; focus on providing a residential environment; and open interiors with activity zones.

The project provided seven new housing units, a unit, a new indoor recreational gym, new control room, and new medical unit. The project also included renovation of the intake, visitation and classroom areas. This project utilized an Integrated Project Delivery (IPD) Method with Granger Construction on-board as the CM from the beginning of the project.



VAN BUREN COUNTY NEW COURTS FACILITY

PAW PAW, MICHIGAN

Owner | Van Buren County
219 E. Paw Paw Street
Paw Paw, Michigan 49079

Contact | Mr. Jeff Hall
Director of Buildings and Grounds
(269) 657.8200
hallj@vbco.org

Completion Date | 2018 (Schematic Design)

Construction Cost | \$27,000,000 (estimated)

The cornerstone for the original courthouse in Van Buren County, Michigan, which is still in use today, was laid in 1901. Over time, Court related services have evolved to operate out of three separate facilities. DLZ was contracted to provide programming, site, and building concept design services to consolidate Court Services into a cohesive, secure facility. The process included extensive stakeholder design committee meetings to identify



and address current and future space needs to more effectively address the needs of its citizens.

The solution included a New Courts Facility totaling approximately 60,000gsf with four courtrooms, three hearing rooms, and associated support space. The proposed facility not only addresses spaces needs and modernizes services, but also segregates secure, staff, and public circulation to allow more safe and secure operation. Proximity to the County Jail allows secure transfer of detainees from cells to secure holding rooms between the new courts.

PROJECT TYPES AND SERVICES OFFERED



BUILDING ENVELOPE INVESTIGATION, REPAIR, AND UPGRADE

USPS LANCASTER MAIN POST OFFICE EXTERIOR FACADE RESTORATION

LANCASTER, WISCONSIN

Owner | United States Postal Service
Lancaster, Wisconsin

Contact | Mr. Don Kandl, Project Manager
(630) 295-6239
donald.w.kandl@usps.gov

Completion Date | Ongoing

Project Cost | \$170,000

Under an Indefinite Quantity Contract United States Postal Service for the State of Wisconsin, DLZ has completed investigations for restoration work on the historic Main Post Office in Lancaster, WI.

The Post office is a historic structure that was constructed in 1938. The post office is a single-story building with a rectangular plan with approximately 4400 square feet, and is clad in brick masonry. DLZ was contracted by the United States Postal Service to assemble an investigative report for existing masonry and repointing. Upon completing the field verification of existing conditions, DLZ assembled a priority list of restoration repairs since conditions of exterior masonry walls were visually observed to have underlying conditions causing risk of further deterioration and water infiltration. This project is currently undergoing a section 106 review process due to the historic nature of the building to evaluate the impact of the proposed restoration work.



USPS DETROIT VEHICLE MAINTENANCE FACILITY EXTERIOR FACADE RESTORATION

DETROIT, MICHIGAN

Owner | United States Postal Service
Detroit, Michigan

Contact | Charles Durocher
Project Manager
(616) 866-0771
Charles.B.Durocher@usps.gov

Completion Date | Ongoing

Project Cost | \$130,000

approximately 160,000 square feet, and is clad in brick masonry. The building is approximately 40 feet tall above the elevation of the sidewalk. The brick masonry consists of triple wythe exterior walls encompassing a structural steel frame. DLZ was contracted by the United States Postal Service to assemble an investigative report for existing masonry and repointing. Upon completing the field verification of existing conditions, DLZ assembled a priority list of restoration repairs since conditions of exterior masonry walls and parapets were visually observed to have underlying conditions causing risk of further deterioration and water infiltration. DLZ worked closely with the Post Office to develop restoration and strengthening construction documents to address the issues discovered as part of a multi-phased project. This project is currently in the architectural design process.

DLZ has provided a wide range of professional architectural and engineering design services under an Indefinite Quantity Contract United States Postal Service for the State of Ohio including masonry restoration work on United States Postal Service Vehicle Maintenance Facility (VMF) in Detroit, MI. (This contract permits work in neighboring states.)

The VMF is a historic structure that was constructed in 1940. The VMF is a two-story building with a rectangular plan with



HUNTINGTON COUNTY COURTHOUSE - EXTERIOR FAÇADE RESTORATION

HUNTINGTON, INDIANA

Owner | Huntington County Commissioners
201 North Jefferson Street
Huntington, Indiana 46750

Contact | Mr. Thomas Wall
County Commissioner
(260) 358.4822
tom.wall@huntington.in.us

Completion Date | 2018

Project Cost | \$1,7440,200

The Huntington County Courthouse is a historic landmark structure that was constructed in 1904. The Courthouse is a four-story building that is generally rectangular in plan measuring approximately 137 feet by 171 feet in plan, and is clad with Indiana limestone masonry. The building is approximately 75 feet tall above the elevation of the sidewalk entrances. The limestone masonry is laid in an ashlar block pattern with recessed (rusticated) joint profiles at the building base and a flush joint profile at upper floors. Centrally located entrances are present on each facade along with two-story triple arch assemblies that support balconies at the third floor level. A series of eight fluted columns with capitals are located above the balconies and support an entablature and carved limestone pediment with a clock.



DLZ was contracted by the Huntington County Commissioners to assemble construction documents for restoration of limestone masonry and repointing. Upon completing the field verification of existing conditions, DLZ assembled a priority list of restoration repairs since conditions of limestone pediments and corbels were visually observed to have underlying conditions causing life-safety issues. DLZ worked closely with the County to develop a plan for additional intrusive investigation that included having a contractor shore existing corbels over the west main entrance after a corbel fell on Easter Sunday of 2015 and remove stones around the chimney to inspect backup masonry construction. DLZ further developed emergency restoration and strengthening construction documents to address life-safety issues discovered as part of a multi-phased project. Phase I is currently under construction with Phase II restoration and strengthening construction documents of stone parapet and pediments currently under development.

USPS CRANE FACADE RESTORATION

CRANE, INDIANA

Owner | United States Postal Service
Crane, Indiana

Contact | Mr. Yusuf Ahmed
Project Manager
(630) 295-6258
Yusuf.A.Ahmed@usps.gov

Completion Date | Ongoing

Project Cost | \$110,000



DLZ has provided a wide range of professional architectural and engineering design services under an Indefinite Quantity Contract United States Postal Service for the State of Indiana including masonry restoration work on Main Post Office in Crane, IN. DLZ provided full design services for the P&DC entry restoration project including an Investigative Survey, Architectural Design, Construction Document Development, Section 106 (historic) Consultation, and Construction Administration Services. The USPS facility located at 100 Blandy Street in Crane, Indiana was originally constructed as a Main Post Office in 1951. It is a single-story building with a rectangular plan with approximately 2,880 square feet and is clad with Indiana limestone masonry. The original investigation was conducted due to cracking of the limestone masonry panels above the customer entrance. IT was determinate that prior repairs had be done incorrectly and were causing additional damage to the façade. DLZ developed construction documents to store the existing limestone façade in a way the meets the standard of the Secretary of the Interior's preservation briefs as the apply to Federal buildings. This project is currently being evaluated through the section 106 historic review process.

PROJECT TYPES AND SERVICES OFFERED

CORRECTIONAL FACILITIES

VAN BUREN COUNTY JAIL ADDITION/RENOVATION

PAW PAW, MICHIGAN

Owner | Van Buren County
219 E. Paw Paw Street
Paw Paw, Michigan 49079

Contact | Mr. Jeff Hall
Director of Buildings & Grounds
(269) 657-7864
hallj@vbco.org

Completion Date | 2018

Project Cost | \$5,633,000

Van Buren County, Michigan has contracted DLZ to provide master planning, programming and design services for a new courts facility totaling approximately 60,000 gross square feet of new construction and 20,000 square feet of renovation, as well as a County Jail Project that includes an 11,000 gross square feet addition and 10,000 square feet of renovation. The total project cost is anticipated to be approximately \$32 million, with Phase 1 as the Jail Project, to be complete in March of 2018, and Phase 2 as the Courts Project, to be complete in March of 2019.

The design process has included extensive stakeholder design



committee meetings to identify current and future space and operational needs. The Courts Project will consolidate all County Court related functions into a new facility that includes four courtrooms, four hearing rooms, and associated support space for Circuit, District, and Family Courts. It will also provide significant improvements to security for staff and public, as well as site and associate infrastructure. The proximity of the Courts to the Jail will also allow for direct transfer of detainees to Court proceedings.

The primary goal of the Jail Project is to renovate intake and booking services to accommodate direct supervision and classification of inmates. The project also provides space for work release, segregated housing, and dorm style housing.

KENT COUNTY JUVENILE DETENTION CENTER ADDITION/RENOVATION

GRAND RAPIDS, MICHIGAN

Owner | Kent County
300 Monroe Avenue NW
Grand Rapids, MI 49503

Contact | Ms. Linda Rensland
(616) 632-7602
Linda.Rensland@kentcountymi.gov

Completion Date | 2019

Project Cost | \$17,000,000

Kent County needed to replace a portion of its current 77,000 gross square feet Juvenile Detention Facility. The original 1960s era sections are well beyond their useful life with regards to juvenile detention concepts and standards, building systems, security concepts and future flexibility.

The sections involved in the project house 45 residents, as well as associated facility staff. This project required phased construction and phased demolition in order to maintain complete and continuous facility operations and security. The new addition fit within the existing site constraints and work with the remaining portions of the facility, while meeting current ACA juvenile detention standards and current juvenile detention concepts. These standards include the concepts of providing natural daylighting; access to outdoor spaces; focus on teaching and learning; focus on providing a residential environment; and open interiors with activity zones.

The project provided seven new housing units, a unit, a new indoor recreational gym, new control room, and new medical unit. The project also included renovation of the intake, visitation and classroom areas. This project utilized an Integrated Project Delivery (IPD) Method with Granger Construction on-board as the CM from the beginning of the project.



VIGO COUNTY SHERIFF'S OFFICE AND JAIL

TERRE HAUTE, INDIANA

Owner | Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, IN 47807

Contact | Ms. Judy Anderson, Commissioner
(812) 462-3367
Judith.anderson@vigocounty.in.gov

Completion Date | 2021 (estimated)

Project Cost | \$55,600,000



Facing a federal lawsuit over the conditions of confinement with their existing jail designed by another architect, Vigo County faced the dilemma of replacing a facility that is significantly overcrowded, operationally inefficient, poorly designed, and a financial burden. County elected officials were required to report to the federal judge on a monthly basis about the status of replacing the jail. After much consideration of interviewing architects, the County Commissioners unanimously commissioned DLZ to plan and design a new sheriff's office and 504 rated bed jail. The Commissioners wanted more than just a warehouse to house inmates, but rather a new jail design that meets the needs of the inmates today and one that provides

rehabilitation opportunities throughout the facility. Working with DLZ, Vigo County developed an evidence-based, best practices design that focuses on rehabilitation. The design incorporates specialized housing for medical, addiction, and mental health that offers inmates the ability to be housed in areas that addresses their specific needs. Too often inmates with societal issues are placed in general population where they typically fail. Specialized housing helps inmates rehabilitate; therefore, it helps to reduce recidivism. DLZ is on the forefront of planning and design for these types of projects.

FRANKLIN COUNTY CORRECTIONS CENTER

COLUMBUS, OHIO

Owner | Franklin County Board of Commissioners 373 South High Street
Columbus, Ohio 43215

Contact | Mr. Geoff Stobart
Franklin County Sherriff's Office
gastobar@franklincountyohio.gov
(614) 462-3750

Completion Date | 2021 (estimated)

Project Cost | \$210,000,000 (estimated)



The DLZ Team selected combines a strong staff of talented leadership and experienced designers who are at the forefront of their respective discipline. The DLZ Team will unite our passions and redefine detention rehabilitation and mental health, while developing an environmentally friendly sustainable and energy efficient facility. The Scope of Work for the Franklin County Corrections Center (Jail) is the development of a new

correction facility. The Jail will replace Franklin County Jail I. With a Hard Construction Cost budget of approximately \$210 million, the goal is to provide 867 rated beds in direct supervision detention. The facility shall be designed to be expandable to 2,800 rated beds, upon consolidation of all Franklin County Jail operations. The Owner provided draft Program of Requirements notes approximately 429,000 GSF and a total build-out of approximately 900,000 GSF. The goal for this project is to obtain a LEED BD+C, V.2009 Silver rating. DLZ was also commissioned by the Franklin County Board of Commissioners in 2009 to develop an assessment of the two existing county jail facilities and to make recommendations to reduce current and future jail bed needs, and also to improve and establish programs that would enhance the criminal justice system overall. The study analyzed more than 900,000 inmate records from 1989 through 2008 to gain an understanding of who was in jail, understand how the inmate population has changed, provide insight into the current criminal justice system, to determine the types and use of existing facilities and programs that will be needed in the future.

PROJECT TYPES AND SERVICES OFFERED

GENERAL ARCHITECTURE/ENGINEERING DESIGN

GERALD R. FORD INTERNATIONAL AIRPORT OPERATIONS BUILDING GRAND RAPIDS, MICHIGAN

Owner | Gerald R. Ford International Airport
5500 44th Street SE
Grand Rapids, Michigan 49512

Contact | Casey Riles, PE, Engineering & Planning
Director
(616) 233-6040
criles@grr.org

Completion Date | 2022 (estimated)

Project Cost | \$7,500,000 (estimated)

The Gerald R. Ford International Airport Authority contracted DLZ to provide A/E design services for the relocation and consolidation of the airport's Primary Communications Center (PCC), Operations, Police, Badging and Transportation Security Administration (TSA) services. Following an extensive Needs Assessment, Programming, and Feasibility Study, DLZ provided architectural and engineering services for a new stand-alone Operations Center to be located on the east side of the airfield. The project is anticipated to be released for bid in the Spring of 2021 and complete in 2022. The program includes the Primary Communications center for the Airport, as well as a new Emergency Operations Center and administrative offices. Planning is also ongoing for the next phase of development, which will provide a new Aircraft Rescue and Fire Fighting facility (ARFF) adjacent to the Operations Center.



KENT COUNTY NORTH CAMPUS CEDAR SPRINGS, MICHIGAN

Owner | Kent County, Michigan
300 Monroe Ave NW
Grand Rapids, Michigan 49503

Contact | Linda Rensland, Facilities
Project Manager
(616) 299-9077
linda.rensland@kentcountymi.gov

Completion Date | 2022 (estimated)

Project Cost | \$12,500,000 (estimated)

Kent County, Michigan contracted DLZ to provide A/E design services for a new North Campus facility to accommodate a Sheriff's Substation, Health Clinic, and flex office and training space for County personnel.

The proposed project program totals approximately 30,000sf, to be built on a 14-acre site in Cedar Springs, Michigan. By creating a new, consolidated North Campus facility, the project will provide improved spaces for public services, offices, training, lockers, equipment, and a vehicle/sallyport for the Sheriff; as well as exam rooms, labs, and nurse's stations for the Health Department.

The County also anticipates generating several operational efficiencies including more efficient HVAC systems, better parking and access for citizens, improved site a building safety, and technology.



CHARTER TOWNSHIP OF WEST BLOOMFIELD FIRE STATION No. 3

WEST BLOOMFIELD, MICHIGAN

Owner | Charter Township of West Bloomfield
4550 Walnut Lake Road
West Bloomfield Township, Michigan 48323

Contact | Mr. Greg Flynn, Fire Chief
(248) 409-1505
gflynn@wbtownship.org

Completion Date | 2019

Project Cost | \$4,717,858

DLZ provided full service architecture and engineering design services associated with a new four-bay, 11,439 S.F. fire station in West Bloomfield Township, Michigan. The living areas are organized around a wide central spine, which leads directly to the apparatus bay allowing for quick response from anywhere in the building. The primary focus of the building layout is to meet the residential and privacy needs of the firefighters while maintaining quick response times, hot zone separation, and efficient site circulation. The site design presented some challenging site constraints, such as a long, narrow, oddly shaped site; existing fuel pump to remain; and the natural six-foot change in elevation. These site constraints were capitalized upon and used as opportunities to achieve a creative and successful design solution.

The form and exterior elevations of the building are responsive to the surrounding residential neighborhoods, which contain a mix of mid-



century ranch style homes, contemporary luxury lake homes and traditional style homes. The design and exterior materials take cues from both the surrounding neighborhoods and the fabric of the Township, which includes numerous lakes and woodland areas.

All materials, interior and exterior, were carefully selected to achieve the Township's goal of a 75-year life span as well as low maintenance, both long term and ongoing.

The design includes many innovative mechanical and electrical features such as daylighting interlocks, radiant in floor heating, and individual cooling units in each space to maximize user controllability and efficiency of use. In lieu of a large detention pond, the site design utilizes bio swales for storm water quality treatment and management. Other innovative site features include in slab radiant heating for all sidewalks and apparatus bay aprons, and native plantings throughout the site.

DLZ performed services including architectural design, interior design, site/civil engineering, landscape design, structural, mechanical and electrical engineering, bidding, and construction administration.

CAMP GRAYLING AIRFIELD, ROTARY WING HANGAR

GRAYLING, MICHIGAN

Owner | Michigan Department of Technology, Management and Budget

Contact | Mr. Chris Kulhanek, Project Director
(517) 284-7920

Completion Date | 2021 (estimated)

Project Cost | \$4,000,000

DLZ provided design work for a new 18,200 SF hangar, designed to provide protection for rotary wing aircraft during severe/inclement weather. To provide the most flexibility, Camp Grayling needed a building that would fit either a single CH-47 Chinook, or two UH-60 Blackhawk helicopters. Providing a space that maximized building efficiencies and the unique clearance requirements for the different aircraft, created a unique design problem.



DLZ worked with the Michigan National Guard to develop several schemes that improved on the Guard's initial planned layout. The final design provided the ability to store either configuration of aircraft in the facility, while maintaining an efficient structural span and providing operational accessibility. The building was rotated on its axis to provide drive-through capabilities and allow for the two UH-60 Blackhawks to be stacked in the hangar.

To manage budget and allow for different funding sources, the project was designed with three tiers of Alternate Bid Items (ABIs).

PROJECT TYPES AND SERVICES OFFERED

HVAC EQUIPMENT REPLACEMENT, UPGRADE, AND SELECTION

MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY - BID PACKAGES 1 & 2 MECHANICAL EQUIPMENT REPLACEMENT

MISHAWAKA, INDIANA

Owner | Mishawaka-Penn-Harris Public Library
209 Lincoln Way
Mishawaka, IN 46544

Contact | Dena Wargo
(574) 259-5277
D.Wargo@MPHPL.ORG

Completion Date | 2017

Project Cost | BP1: \$130,553
BP2: \$74,961



Based on a system-wide facility assessment report prepared by DLZ, the highest priority needs identified as Design Release 1, which included replacement of failing major mechanical equipment that provided cooling for the Mishawaka Library (Bid Package 1) and Bittersweet Branch (Bid Package 2). Bid Package 1 involved the removal of the facility's existing screw chiller and cooling tower and the installation of a new roof-mounted air-cooled chiller with a

remote evaporator and associated piping, fittings, pipe insulation, cooling tower pump, and associated electrical upgrades.

Bid Package 2 involved the removal of the existing screw chiller and the installation of a new chiller, pumps, piping, expansion tank, air separator, and the associated electrical system upgrades to serve the new equipment

GERALD R. FORD INTERNATIONAL AIRPORT: PUBLIC SAFETY PROJECT

GRAND RAPIDS, MICHIGAN

Owner | Gerald R. Ford International Airport
5500 44th Street SE
Grand Rapids, Michigan 49512

Contact | Mr. Casey Riles, P.E.
Engineering & Planning Director
(616) 233-6040
cries@grr.org

Completion Date | 2020

Project Cost | \$5,000,000



DLZ was contracted by the Gerald R. Ford International Airport Authority (GFIAA) to provide A/E design services for the relocation and consolidation of the airport's Primary Communications Center, Operations, Police, Badging and Transportation Security Administration (TSA) services. DLZ conducted an extensive assessment to investigate options to meet the diverse

and complex public service and safety needs of the Client. Design and phasing also accounted for large, concurrent renovation projects, as well as an evolving Airport. The first phase provided new space for TSA, which was complicated by a federal government furlough in the middle of construction. New air handling systems were designed and installed to support the relocated TSA operations center which integrated with the existing central utility plant. Care was taken to provide customized intake filtration for outside air due to adjacent flight line operations and odor concerns relating to jet exhaust. The second phase provided new space for Police, Badging and Conference Rooms. During the second phase, the controls and local VAV systems, and air distribution terminals were completely replaced to be served by an existing air handler while meeting radically different occupancy loads than the prior space uses. Additionally, detailed energy modeling confirmed existing front-end equipment could be reused to meet the new occupant loads with minimal operational modification and no capital expenditures. Planning is ongoing for the third phase of development which includes a new Communications Center and Aircraft Rescue and Fire Fighting facility.

USPS GRACELAND MECHANICAL EQUIPMENT REPLACEMENT/UPGRADES

CHICAGO, ILLINOIS

Owner | United States Postal Service
Great Lakes Facilities Office Service
500 Fullerton Avenue
Carol Stream, Illinois 60199

Contact | Mr. Mike Janssens
Project Manager
(630) 295-6232
Michael.M.Janssens@usps.gov

Completion Date | 2020

Project Cost | \$549,701

The 21,600 s.f. USPS facility located at 3635 N Lincoln Ave in Chicago, IL was originally constructed in 1989. The building's mechanical systems and equipment met or exceeded their USPS LCCA expected lifespan, and DLZ recommended replacing the existing air handlers, duct furnaces, VAVs, and condensing units with new rooftop units. The units were designed and installed in an extremely limited roof footprint in coordination with ongoing postal operations, and the immediately adjacent elevated rail line next to the project site.

LANSING COMMUNITY COLLEGE WEST CAMPUS STORAGE EXPANSION AND HVAC IMPROVEMENTS

LANSING, MICHIGAN



Owner | Lansing Community College
West Campus
5708 Corner Stone Drive
Lansing, Michigan 48917

Contact | Mr. Timothy Martz
Director of Facilities
(517) 582-0517
martz@lcc.edu

Completion Date | 2017

Project Cost | \$600,000

LCC requested DLZ provide professional services to first perform a study to evaluate air quality and code compliance pertaining to separation requirements between the West Campus Kitchen and Classroom Spaces. Faculty and students had experienced food prep and smoke smells from the Kitchen in the building during academic functions. It was also noted that the adjoining wall between the Kitchen and Auditorium was only partial height and did not continue to the structural deck separating the two areas physically. Based on these identified concerns LCC requested DLZ verify if a fire wall separation was required between these spaces by code and whether the partial wall may be contributing to smells and air flow traveling between areas. LCC also requested converting a covered loading area adjacent to the kitchen into an enclosed storage area for their conference services program.

After completing the study DLZ was requested to provide Design, Bidding and Construction Administrative Services. The project included an approximate 1,000 square foot addition and replacement of the existing mechanical units serving the Kitchen, Auditorium, Conference Services, Classrooms, and Physical Fitness Areas. The new mechanical units included energy recovery, economizers, ionization filters, and controls tied to the BAS system rather than locally controlled within the kitchen by staff. All items not included with the existing units. Other improvements included relocating exhaust fans that were too close to air handler intakes and utilizing velocity discharge fans because of the roof configuration.

PROJECT TYPES AND SERVICES OFFERED

HVAC CONTROLS REPLACEMENT, UPGRADE, AND SELECTION

MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY - BID PACKAGES 3&4 MECHANICAL EQUIPMENT REPLACEMENT

MISHAWAKA, INDIANA

Owner | Mishawaka-Penn-Harris Public Library
209 Lincoln Way
Mishawaka, Indiana 46544

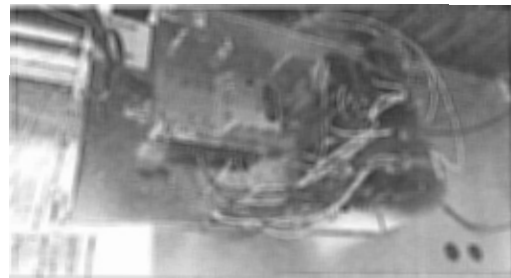
Contact | Dena Wargo
(574) 259-5277
D.Wargo@MPHPL.ORG

Completion Date | 2017

Project Cost | BP3: \$186,350
BP4: \$74,650

of the mechanical system at the Mishawaka and Bittersweet locations.

Bid Packages 3 and 4 focused on the replacement of the existing pneumatic controls at both library locations with new direct digital controls at all equipment. The maintenance service provider created a software platform for end-user control with occupied/unoccupied scheduling of spaces and remote diagnostic capabilities.



The Facility Assessment Report prepared in 2016 by DLZ separated the identified capital improvement projects into short-term, intermediate, and long-term projects. Projects included in Design Release 2 were selected to replace aging equipment and improve the energy efficiency and user control

USPS MORaine VALLEY

BRIDGEVIEW, ILLINOIS

Owner | United States Postal Service
Great Lakes Facilities Office Service
500 Fullerton Avenue
Carol Stream, Illinois 60199

Contact | Mr. Mike Janssens
Project Manager
(630) 295-6232
Michael.M.Janssens@usps.gov

Completion Date | May 2021 (estimated)

Project Cost | \$784,599

The 60,000 s.f. USPS facility located at 7401 W 100th Pl. in Bridgeview, IL 60455 was originally constructed in 1976. The facility is currently operated as both a public post office and a sorting and distribution hub for area mail carriers with roughly 135 employees on staff. The facility is intended to be conditioned by three main air handling units served by chilled and hot water plants consisting of boilers and an air-cooled chiller. The building's mechanical systems and equipment have met or exceeded their USPS LCCA expected lifespans.

Based on field investigations, DLZ designed replacement gas-fired boilers, centrifugal pumps, rooftop condensers, heating and chilled-water piping. DLZ also modified the hydronic systems to converting to variable flow systems and controls. When preconstruction testing DLZ required the contractor to conduct identified substantial concealed issues with the air-side controls and equipment, Air-side controls and equipment upgrades were also added into the project to deliver a fully upgraded HVAC system with minimal impact to the overall project schedule.

GENERAL JONES ARMORY UPGRADE ELECTRICAL AND HVAC SYSTEMS

CHICAGO, ILLINOIS

Owner | Capital Development Board
3rd Floor, William G. Stratton Building
401 South Spring Street
Springfield, Illinois 62706

Contact | Mr. Darnell Barnes
Project Manager
312.814.3195

Completion Date | 2021 (estimated)

Project Cost | \$3,000,000



The General Jones Armory is a 299,772 square foot, five-story building constructed in 1929. The building consists of three main "zones"; the North End, the Drill Floor, and the South End. Each end of the building has its own steam heating plant and chilled-water cooling plant. The Drill Floor is heat-only and supplied by the steam plant in the North End of the facility. Piping tunnels located on the east and west end of the drill floor contain the steam piping, condensate returns, and domestic water piping. The existing building HVAC control system was primarily a pneumatic/electric control system by Barber-Coleman Company that was installed in 1988. The majority of the system is 25+ years old did not function properly. Additionally, there were no existing Operation & Maintenance Manuals provided for the local maintenance staff. The central steam heating systems and chilled-water

cooling systems for the north and south ends had no control outside of closing isolation valves, opening windows during the winter and summer, or manually turning the respective central HVAC equipment on/off. DLZ was commissioned to design upgrades to the HVAC system, including a building control system and upgrades to the electrical system for the building system to meet the building load requirements.

DLZ performed a complete analysis and evaluation of the existing mechanical and electrical systems. DLZ evaluated and performed a cost analysis for multiple alternative design solutions and prepared recommendations for proposed improvements to the current building systems and infrastructure. DLZ implemented design phase services for a phased approach based on available

USPS ADDISON HVAC CONTROLS UPGRADES

ADDISON, ILLINOIS

Owner | United States Postal Service
Great Lakes Facilities Office Service
500 Fullerton Avenue
Carol Stream, Illinois 60199

Contact | Mr. Mike Janssens
Project Manager
(630) 295-6232
Michael.M.Janssens@usps.gov

Completion Date | 2020

Project Cost | \$321,866

The USPS facility at 175 S. Lincoln Avenue in Addison, Illinois consists of an approximately 15,000 s.f. first floor built in 1976. All HVAC systems were original to the building and well past useable equipment life, with numerous failures.

DLZ designed and managed construction for in-kind replacements of the Air Handling Unit, DX Cooling system, hydronic boiler plant, and all facility HVAC Controls.

PROJECT TYPES AND SERVICES OFFERED



INTERIOR REMODELING AND RENOVATION

LANSING COMMUNITY COLLEGE GANNON BUILDING CONFERENCE CENTER

LANSING, MICHIGAN

Owner | Lansing Community College
7230 Physical Plant
P.O. Box 40010
Lansing, Michigan 48901-7210

Contact | Mr. Timothy Martz
Director of Facilities
(517) 483-1808
martzt@lcc.edu

Completion Date | 2018

Project Cost | \$4,100,000

DLZ provided professional architecture and engineering services to renovate existing adjunct faculty offices located at the existing Gannon Building First Level area adjacent to the Student Commons and Food Service to accommodate new Conference Center functions. These renovations encompass approximately 7,000 square feet and

include creating a large conference room to seat approximately 150-200 occupants, adjacent small breakout meeting rooms, lobby and pre-function spaces, storage rooms, food service staging area, existing kitchen improvements and equipment upgrades. The design intent was to create a unique Conference Center that could be used by LCC and the community. The Conference Center incorporates several visual guides to create a simplistic flow through spaces. This was accomplished and encouraged by the shapes of the spaces and views from space to space, locations of doors and openings, use of lighting and technology, progression of varying ceiling heights, overall ceiling and flooring design patterns, and custom design casework. The project was implemented utilizing an Integrated Project Delivery method in partnership with Granger Construction as part of the 2015 Capital Outlay Build Forward Project Improvements. The project was the recipient of an AIA Mid-Michigan Design Award.



WAYNE COUNTY AIRPORT AUTHORITY, WESTIN DETROIT METROPOLITAN AIRPORT HOTEL RENOVATION

DETROIT, MICHIGAN

Owner | Wayne County Airport Authority
11050 Rogell Drive, Bldg. 602
Detroit, Michigan 48242

Contact | Karen Souders, AIA, Level IV Architect,
Planning Design & Construction
Office: (734) 247-2814

Completion Date | 2018

Project Cost | \$14,000,000

DLZ performed architectural, engineering, interior design, project management, and related services for the Property Improvement Program (PIP) renovation of The Westin Detroit Metropolitan Airport Hotel, located adjacent to the McNamara Terminal, and operated by Starwood Hotels and Resorts. The PIP was developed to bring the Hotel up to the current generation Starwood/Westin Brand Standards. DLZ's scope of services included replacement of all interior finishes, all furniture, and all artwork, in addition to creation of multiple new seating areas, a major modification to the lobby water feature, bar and restaurant renovation, new 35' tall live wall, new custom hanging mobile in the lobby, numerous new custom lobby screen walls, new

"fire features" in the bar area, and the addition of access that will allow the Hotel to bring vehicles into the lobby for Customer events. To accomplish the project, DLZ coordinated a team of interior designers, procurement agents, construction administrators and engineers that was spread throughout the Country, utilizing Bentley ProjectWise Collaboration and Content Management Software. All work complied with the requirements of the Federal Aviation Administration (FAA); Transportation Security Administration (TSA); Americans with Disability Act Accessibility Guidelines (ADAAG); and applicable federal, state, and local regulations, laws, and ordinances, and met the Wayne County Airport Authority's Small Business Enterprise (SBE) participation requirements. Construction sequencing included Guestroom, Conference Level, and Lobby phases, with the hotel maintaining full operations throughout.



LANSING COMMUNITY COLLEGE TLC BUILDING RENOVATION

MASON, MICHIGAN

Owner | Lansing Community College
7230 Physical Plant
P.O. Box 40010
Lansing, Michigan 48901

Contact | Mr. Timothy Martz
Director of Facilities
(517) 483-1808
martzt@lcc.edu

Completion Date | 2020

Project Cost | \$2,800,000

DLZ had obtained Professional Design Services to renovate the existing Lansing Community College Abel B. Sykes, Jr. Technical Learning Center (TLC) Building, approximately 60,000 sq. ft. The project scope includes redefining the function and space of the existing Library converting it into a Student Success Center, create spaces that enhance student learning, restructure work space within TLC to promote greater efficiencies, and provide better access and appeal to the building entrances.

College stakeholders include but are not limited to students, faculty members, department chairs, deans, and administrators. The project requires renovating the first through fourth floors and is being implemented as a hybrid Integrated Project Delivery (IPD) in coordination with Granger Construction. This process primary focus is to optimize project results, increase value to the owner, reduce waste, and maximize efficiency through all phases of design, fabrication and construction.



GERALD R. FORD INTERNATIONAL AIRPORT TSA RENOVATIONS

GRAND RAPIDS, MICHIGAN

Owner | Gerald R. Ford International Airport
5500 44th Street SE
Grand Rapids, Michigan 49512

Contact | Casey Riles, P.E.
Engineering & Planning Director
(616) 233-6040
cries@grr.org

Completion Date | 2020

Project Cost | \$5,000,000



options to meet the diverse and complex public service and safety needs of the Client. Stakeholders included representatives from Airport IT, Police, Fire, Operations, and Executive Board, as well as dozens of individuals representing various departments within TSA. Planning options considered had to account for large, concurrent renovation projects, as well as an evolving Airport Masterplan. The selected solution was a phased approach that includes both renovation and new construction in public and secure areas. The first phase provided new space for TSA, which was complicated by a federal government furlough in the middle of construction. The second phase was completed in March 2020, and provided new space for Police, Badging and Conference Rooms. Planning is ongoing for the third phase of development which includes a new Communications Center and Aircraft Rescue and Fire Fighting facility (ARFF).

DLZ was contracted by the Gerald R. Ford International Airport Authority (GFIAA) to provide A/E design services for the relocation and consolidation of the airport's Primary Communications Center (PCC), Operations, Police, Badging and Transportation Security Administration (TSA) services. Over the following year, DLZ conducted an extensive Needs Assessment, Programming, and Feasibility Study to investigate

PROJECT TYPES AND SERVICES OFFERED DLZ

LANDSCAPE ARCHITECTURE

KRASL ART CENTER - SCULPTING COMMUNITY PROJECT

ST. JOSEPH, MICHIGAN

Owner | Krasl Art Center
707 Lake Boulevard
Saint Joseph, Michigan 49085

Contact | Julia Gourley
Executive Director
(269) 983-0271

Completion Date | 2018

Project Cost | \$1,700,000



The sculpture acts both as a new entry gateway to the campus, as well as the City of Saint Joseph. The grounds were designed to engage and invite the community to utilize the lawns, shaded plaza, benches, café tables, and fire feature as communal civic space that features permanent installations and rotating exhibits. As a subconsultant to Ratio Architects, DLZ provided survey, civil, structural, and electrical engineering services.

WASKOM PARK IMPROVEMENT PROJECT

CHESTERTON, INDIANA

Owner | Town of Chesterton
Chesterton Municipal Complex
1490 Broadway, Suite 3
Chesterton, Indiana 46304

Contact | Mr. Mark O'Dell, PE
Town Engineer
219.926-2610
modell@chestertonin.org

Completion Date | 2020

Project Cost | \$653,500

Cove residential subdivision. This newly revamped park features generous open play space, basketball and tennis court, shelter structure, two play structures with distinct play zones for 2-5 and 5-12 age groups, public sidewalk and curvilinear walkways, and new tree plantings.



MISHAWAKA CENTRAL PARK PICNIC PLAZA

MISHAWAKA, INDIANA

Owner | City of Mishawaka Board of Public Works and Safety
600 East Third Street
Mishawaka, Indiana 46546

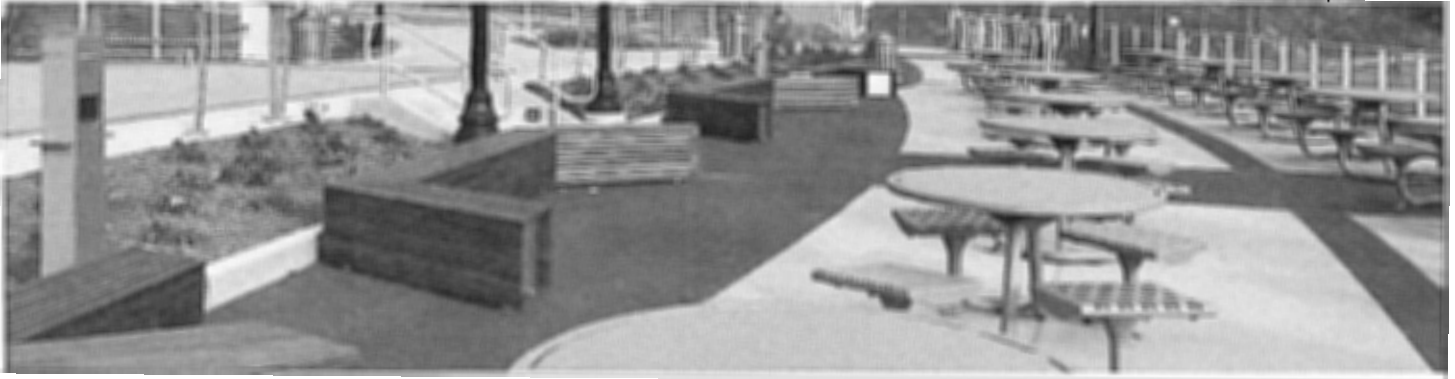
Contact | Kenneth B. Prince, PLA, AICP
Executive Director and City Planner
(574) 258-1625
kprince@mishawaka.in.gov

Completion Date | 2020

Project Cost | \$432,942

Mishawaka is a growing community, and the demand for more park space for recreation and family activities has grown in proportion to the expanding population. The City selected DLZ to work with them to create a new outdoor picnic space located on the north edge of Central Parks' public event space and just opposite the City's new performance bandshell. Picnic Plaza is a fully accessible plaza that is open for daily public use for picnics and casual seating. During performances and special events, the plaza space functions as a beer garden with controlled access.

The Plaza's design elements include bar rail stationing, bench and picnic table seating, communications access/charging pedestals, decorative-paved surfacing, pedestrian level lighting, and landscape plantings. Tree plantings extend from the east and west sides of the Plaza and better define the event space.



CRAWFORD PARK MASTER PLAN

MISHAWAKA, INDIANA

Owner | City of Mishawaka, Board of Public Works & Safety
600 East Third Street
Mishawaka, Indiana 46546

Contact | Kenneth B. Prince, PLA, AICP
Executive Director and City Planner
(574) 258-1625
kprince@mishawaka.in.gov

Completion Date | 2020

the City's Department of Engineering to ensure their connector sewer project could be appropriately constructed and maintained without adversely impacting Park resources and goals of the master plan. DLZ worked closely with the Mayor's Office and Departments of Planning and Parks to fully interpret the community's vision for the Park. Three general "use zones" designated for the Park included: Active; Passive; Water.



The City of Mishawaka commissioned DLZ to partner with them to develop a park-specific master plan for Crawford Park. The plan's goals were to recognize and protect the Park's unique character, protect and enhance views and amenities, assign areas to occupy a specific range of recreational opportunities, address pedestrian and vehicular access and circulation, and assess future needs and expansion.

As the master plan was being developed, the City was also undertaking a significant sewer project within the Park. DLZ closely coordinated with

PROJECT TYPES AND SERVICES OFFERED

MAINTENANCE AND FACILITY PRESERVATION



USPS ST. LOUIS ENTRY DOORS

ST. LOUIS, MISSOURI

Owner | United States Postal Service
Great Lakes Facilities Office Service
500 Fullerton Avenue
Carol Stream, Illinois 60199

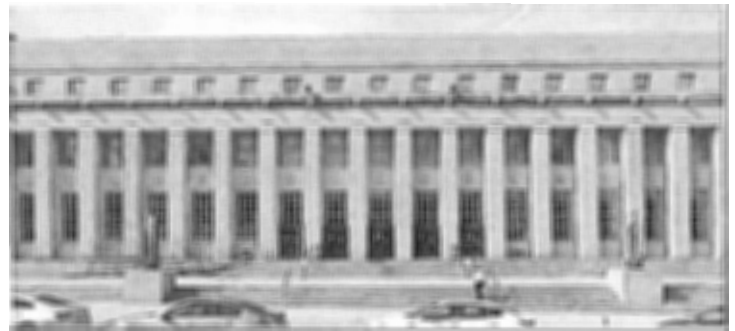
Contact | Mr. Mike Janssens
Project Manager
(630) 295-6232
Michael.M.Janssens@usps.gov

Completion Date | Ongoing

Project Cost | \$400,000

Under an Indefinite Quantity Contract United States Postal Service for the State of Missouri, DLZ has completed investigations for door and hardware restoration work on the historic United States Postal Service Processing and Distribution Center (P&DC) in St. Louis, MO. DLZ developed an investigative report for the main entry of the historic building.

The USPS facility located at 1720 Market Street in St. Louis, Missouri was originally constructed as a processing and distribution center (P&DC) in 1937. The area of investigation focused on ten (10) sets of vestibule doors at the main entrance off Market Street. These have had prior restoration work. The existing doors and hardware have deteriorated beyond repair in need full replacement with historically accurate materials. This project is currently in the architectural design process.



WEST BLOOMFIELD TOWNSHIP FACILITY ASSESSMENTS

WEST BLOOMFIELD, MICHIGAN

Owner | West Bloomfield Township
4550 Walnut Lake Rd.
West Bloomfield, MI 48323

Contact | Ms. Amy Neary
Director of Planning and
Development Services
248.451.4818

Completion Date | 2020

Project Cost | \$84,000

1. Assess the physical condition of site and building systems in relation to performance for its intended use, as well as compliance with applicable building codes, life safety, and accessibility guidelines.
2. Provided a cost analysis for each of the nine Township buildings that prioritized spending based on a range of criteria from most critical (projects and items needing immediate attention and dollars) to capital spending (programs or items that provide long term investment/ROI).
3. Updated and made improvements to the Township's GIS Cityworks program with the facility assessment findings.

The assessment included West Bloomfield Township Administration Building, Police Headquarters, Water Building, and Six (6) Fire Stations

DLZ provided a comprehensive infrastructure assessment of architectural, structural, mechanical, and electrical systems for nine Township facilities totaling approximately 240,000 square feet in West Bloomfield Township, Michigan. The Study had the following objectives:



WAYNE COUNTY HEALTH DEPARTMENT FACILITY ASSESSMENTS

DETROIT, MICHIGAN

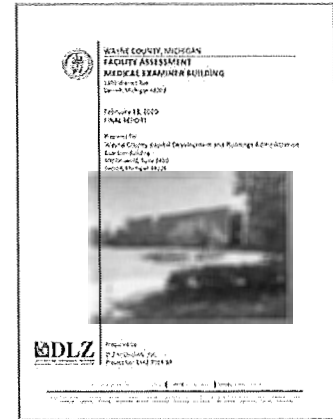
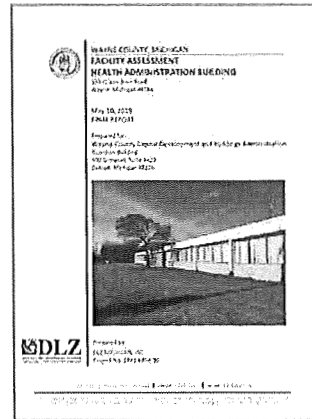
Owner | Wayne County Department of Health, Human & Veterans Services
500 Griswold, 10th Floor
Detroit, MI 48226

Contact | Eddie N. Fakhoury
Director of Administration
(313) 224-4893
efakhoury@waynecounty.com

Completion Date | 2020

Project Cost | \$38,000 (study)

DLZ performed building condition assessment for the Health Administration Building and the Medical Examiner's Office Building. Facility Conditions Assessments included architectural systems, roof systems, exterior envelope, mechanical, electrical, plumbing systems and a review of ADA compliance. The project identified existing conditions and recommended capital improvements and renovations to better serve the operational needs of the County.



The goal of the assessment is to identify recommended facility improvements regarding code compliance, immediate needs and 5-year capital planning. The report included an opinion of probable cost for recommended capital improvements, along with suggested level of priority for each item.

The existing Health Administration Building is a 45,000 square foot facility, primarily consisting of administrative offices. The Medical Examiner's Building is a 42,500 SF building, consisting of laboratories, offices, and other medical spaces.

SAGINAW VALLEY FACILITY ASSESSMENTS

SAGINAW, MICHIGAN

Owner | Saginaw County
111 South Michigan Avenue
Saginaw, MI 48602

Contact | Mr. Bernard Delaney
Director of Maintenance
(989) 790-5235

Completion Date | 2019

Project Cost | \$43,500

DLZ provided a comprehensive programming and infrastructural assessment of seven county facilities located within Saginaw County, Michigan. The facilities were each constructed at different times, entails various building systems, and exhibited different overall conditions. The specific building includes approximately 274,800 SF containing the following government facilities:

- County Office Building

- Courthouse
- Sheriff's Administration
- Juvenile Detention Center
- Commission on Aging
- Marie Davis Senior Center
- Mosquito Control



The goal of the assessments was to identify recommended facility improvements regarding code compliance, immediate needs, and 5-year planning. Facilities were evaluated relative to current building and accessibility codes. It was evident in each facility toured that County Maintenance has diligently maintained the existing infrastructure. The assessments focused on the following systems:

- Accessibility
- Life Safety
- Interior Conditions
- Mechanical/Plumbing Systems
- Electrical Systems

PROJECT TYPES AND SERVICES OFFERED

PARKING AND PAVING

USPS CAROL STREAM P&DC: PARKING LOT SAFETY, PAVEMENT REHABILITATION, AND SITE LIGHTING

CAROL STREAM, ILLINOIS

Owner | United States Postal Service
Office 500 Fullerton Avenue
Carol Stream, Illinois 60199

Contact | Mr. Donald Kandl, Project Manager
(630) 295-6239
donald.w.kandl@usps.gov

Completion Date | 2020

Project Cost | \$7,000,000

The Carol Stream P&DC is one of the main distribution hubs in the greater Chicago area. The asphalt pavement was severely deteriorated and in need of rehabilitation. In addition to pavement rehabilitation, the project also incorporates multiple other site improvements. **PAVEMENT REHABILITATION:** the investigative study phase utilized a PASER method for pavement evaluation, in concert with pavement cores, a subsurface geotechnical investigation, and a topographic survey. The data gathered informed development of multiple alternatives and recommendations for the pavement rehabilitation portion of the project. Ultimately, the recommendation was to implement a mill and overlay for the majority of the pavement, with limited areas

of full-depth reconstruction. **PARKING LOT CONFIGURATION:** the project also proposes an alternate configuration for the employee parking lot, carrier training course, and the equipment storage area. The new configuration will use a more efficient 90-degree parking layout and will incorporate pedestrian walkways, to minimize the amount of pedestrians walking in the traffic lane. The new configuration also incorporates adequate space for snow storage in the winter. **CUSTOMER PARKING:** during peak times, the existing customer parking lot is often full, causing customers to turn away with no place to park. The team recommended adding parking spaces and reconfiguring the drop box location to minimize traffic crossing with pedestrians. The team also recommended enhancing the crosswalk with safety features and providing additional signage and pavement markings to encourage safer behavior. The design proposes expanding the customer parking lot to the west and providing a new drop box lane. **ADA IMPROVEMENTS:** the ADA parking spaces at the main public entry were not compliant with RE-4 standards for accessibility. The ADA parking spaces and adjacent sidewalk are to be re-graded and re-constructed in a manner that is compliant, to allow for an accessible route at the public entrance.



USPS BEDFORD PARK P&DC PAVING UPGRADES

BEDFORD PARK, ILLINOIS

Owner | United States Postal Service
6801 West 73rd Street
Bedford Park, IL 60499-9998

Contact | Mr. Don Kandl, Project Manager
(630) 295-6239
donald.w.kandl@usps.gov

Completion Date | 2018

Project Cost | \$38,673 (P&DC Investigative Study)
\$27,688 (VMF Investigative Study)

The United States Postal Service contracted DLZ to conduct an on-site investigation of approximately 13.6 acres of paved parking lots, maneuvering areas, service drives, and trailer laydown areas at the Bedford Park Mail Processing and Distribution Center

(P&DC), including the Vehicle Maintenance Facility (VMF). The purpose of the pavement assessment study was to assist the Postal Service with understanding the current condition of the pavements and provide recommendations utilizing a combined approach of preventative pavement maintenance, rehabilitation and reconstruction, where necessary, to extend the life of the pavement. This pavement assessment study was performed on a fast track and was completed in 60 days.

A visual condition survey and pavement evaluation documented the extents of the pavement condition by assigning a numerical PASER (Pavement Surface Evaluation and Rating) rating, recording pertinent field not information, and capturing pavement defects and locations. PASER value ratings provide a comprehensive management system to collect data and assess several pavement characteristics. This data was combined with an economic analysis of alternatives to recommend the alternative with the best projected economic performance over the life of the pavement. The pavement assessment was supplemented with a topographic survey and geotechnical investigation limited to the study area.

USPS Fox Valley P&DC - CONCRETE PAVEMENT REHABILITATION

AURORA, ILLINOIS

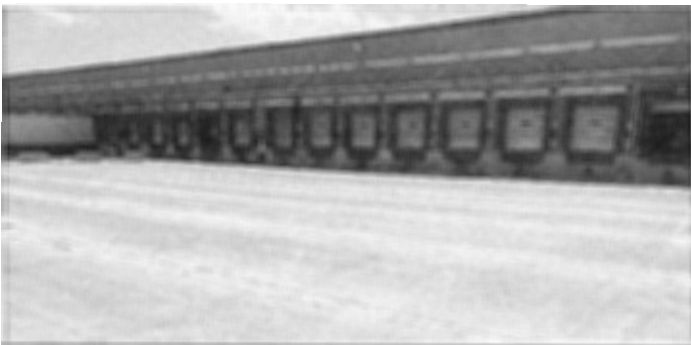
Owner | United State Postal Service
Great Lakes Facilities Service Office
500 Fullerton Avenue
Carol Stream, Illinois 60199

Contact | Mr. Don Kandl, Project Manager
(630) 295-6239
donald.w.kandl@usps.gov

Completion Date | 2020

Project Cost | \$1,801,000

DLZ performed an Investigative Study including pavement evaluation, findings, development of multiple alternatives, and recommendations. The existing concrete pavement was severely deteriorated and in need of full depth replacement. Based on the recommendations and life-cycle cost analysis, DLZ developed a complete design for the selected alternative. The project includes removal and replacement of concrete pavement at the loading docks and truck maneuvering areas. The project is phased to accommodate postal operations. DLZ is also performing Construction Administration and part-time Construction Inspection services.



BATTLE CREEK AIR NATIONAL GUARD BASE ROADS

BATTLE CREEK, MICHIGAN

Owner | United States Property and Fiscal Office (USPFO)
3423 North Martin Luther King Blvd.
Lansing, Michigan 48906

Contact | Major Nathan Finfrock,
Deputy Base Civil Engineer
(269) 969-3346
nathan.d.finfrock.mil@mail.mil

Completion Date | 2016

Project Cost | \$2,200,000

As part of an on-going as-needed design contract with the United States Property and Fiscal Office of Michigan (USPFO), DLZ is performing survey, geotechnical and roadway design services for the rehabilitation of the entire network of roadways within the Battle Creek Air National Base Roads. The project is to pulverize the existing HMA pavement, reshape and overlay on 12 roadways within the base, totaling 3.3 miles. DLZ evaluated the subsurface soils to determine if they carry sufficient capacity to withstand a thickened HMA surface. DLZ assessed the existing curb and gutter as well as existing sidewalk and recommend replacement where necessary. All sidewalk ramps will be upgraded to current standards of the Americans with Disabilities Act. In addition, DLZ will perform a geometric analysis and evaluate a sharp horizontal curve for conformance with AASHTO standards.

The project has been through the investigative phase (Type A Services) and detailed design phase (Type B Services). It is anticipated that the project will be ready for construction in the fall of 2016 and DLZ will also provide post-design, construction engineering, construction layout and materials compliance testing services (Type C Services).



PROJECT TYPES AND SERVICES OFFERED

ROOF REPAIR, RESTORATION AND/OR REPLACEMENT

MDTMB GUS HARRISON CORRECTIONAL FACILITY ROOF REPLACEMENT

ADRIAN, MICHIGAN

Owner | Michigan Department of Technology,
Management and Budget

Contact | Mr. Steven J. Urban, RA
(517) 284-7920

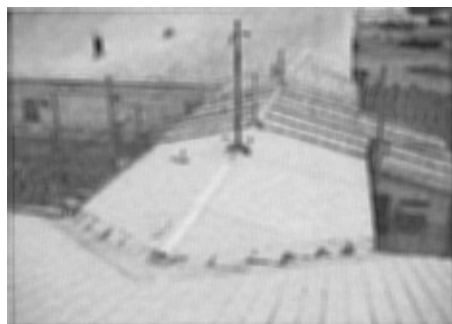
Completion Date | 2016

Project Cost | \$2,079,890

DLZ recently provided professional architectural and engineering services to design replacement roofing systems for multiple buildings at the Gus Harrison Correctional Facility in Adrian, Michigan. The building roof systems of the 22 buildings at this facility vary in age and composition from building to building. The majority of the building roofs are EDPM or standing seam metal roofing systems, are original and were installed approximately 23 to 25 years ago. The roof condition, roof life expectancy, roof replacement/repair

recommendations, and cost estimates were determined by the recommendations of the Roof Asset Management Report prepared by McDonald Roofing, McDonald Roof Sentry Asset Management under a separate contract the Michigan Department of Corrections.

The first project was for the South Side group of buildings. Scope of work consisted of minor roof repairs and installation of coatings (fluid applied membrane waterproofing) on the South Side complex existing standing seam metal roofs to prevent water infiltration problems. The project base bid included the restoration of 10 building roofs as follows: Housing Unit A&B, Housing Unit C&D, Housing Unit E&F, Housing Unit G&H, Education, Food Services, Administration, Maintenance Grounds, Maintenance Storage, and Weight Pavilion.



LCC GANNON BUILDING ROOF REPLACEMENT

LANSING, MICHIGAN

Owner | Michigan Department of Technology,
Management and Budget

Contact | Mr. Timothy Martz
Director of Facilities
(517) 483-1808
martztt@lcc.edu

Completion Date | 2017

Project Cost | \$31,500

Critical scope items include internal roof drains, numerous pieces of rooftop mechanical equipment, compatibility of new roof system with existing tie-in, achieving perimeter vertical roof system returns (minimum of 8") located at corrugated metal wall paneling, warranty of new roof system, verifying extent of existing roof installation damage, protection of interior building contents replacement of the existing roof this construction season, replacement of the existing roof while the facility is occupied and operational, and taking advantage of a competitive bidding climate. The project includes replacement of approximately 70,000 square feet of the existing roofing system and associated roofing

accessories of the part of the lower and upper roof of the General Services Building. The existing roof assembly is composed of a metal roof deck with an original ethylene propylene diene monomer (EPDM) roof system. The existing roof assembly is failing causing various roof leaks throughout the building. In addition, there is cursory evidence of insulation water damage and potential existing metal roof deck damage that may need replacement.

The schematic design phase of the project will include field investigation consisting of visual observations, roof cores, material testing, and thermal imaging in order to gain a thorough understanding of the existing conditions and deficiencies of the existing roof assembly.

It is understood that the scope of services for this contract includes the following for each project phase:

- Phase 300 Schematic Design
- Phase 400 Preliminary Design
- Phase 500 Final Design
- Phase 600 Construction Administration - Office Services
- Phase 700 Construction Administration - Field Services

MDTMB CARSON CITY CORRECTIONAL FACILITY ROOFING RESTORATIONS

CROWN POINT, INDIANA

Owner | Michigan Department of Technology,
Management and Budget

Contact | Mr. Todd Cordill
Project Director
(517) 897-7017

Completion Date | 2017

Project Cost | \$1,900,000

The project includes roof replacement of six (6) existing buildings. Each building has an existing single-ply membrane roofing system adhered to mechanically-fastened rigid insulation. The scope includes full replacement of the existing roofs with a new fully-adhered 60mil single-ply EPDM roofing system.

1. Building 200: 23,100 square feet
 2. Building 800: 15,800 square feet
 3. Building 700: 15,800 square feet
 4. Building 300: 18,500 square feet
 5. Building 1200: 12,800 square feet
 6. Building 100: 14,800 square feet
- Total Roof Area: 100,800 square feet



LAKE COUNTY JUVENILE JUSTICE CENTER ROOF REPLACEMENT

CROWN POINT, INDIANA

Owner | Lake County Board of Commissioners
2293 North Main Street
Crown Point, Indiana 46307

Contact | Mr. Michael Repay
Commissioner
(219) 755-3200

Completion Date | 2017

Project Cost | \$1,582,195

The final phase of the project was completed in 2017 and included a complete removal and replacement of the roofing system, totaling approximately 120,000gsf. The existing roof consisted of a variety of ballasted and membrane systems. The new roof is fully-adhered EPDM membrane.



DLZ was contracted to perform a comprehensive needs assessment of the Juvenile Justice Center Facility including concept design, planning, and estimating services. As a result of the needs assessment, DLZ was contracted to implement a phases renovation of the Juvenile Detention Center, Courts, and Administrative spaces including site development, architectural, structural, mechanical, and electrical systems.

PROJECT TYPES AND SERVICES OFFERED



SITE SURVEYING

CAMP GRAYLING ARMY AIRFIELD RAIL SPURS

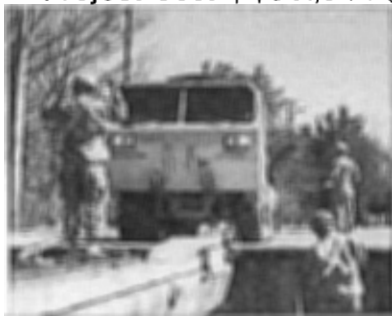
GRAYLING, MICHIGAN

Owner | Michigan Department of Military & Veterans Affairs, Construction and Facilities Management Office
3423 N. Martin Luther King Jr. Blvd
Lansing, Michigan 48906-2934

Contact | Mr. Brian Bushnell, Design Manager
(517) 481-7561
brian.a.bushnell2.nfg@mail.mil

Completion Date | 2018

Project Cost | \$961,544 (2017) \$586,392 (2018)



DLZ was retained by the Michigan Department of Military and Veterans Affairs (DMVA) through our ISID contract with the Michigan Department of Technology and Budget (DTMB) to design two rail spurs, concrete unloading ramps, equipment parking areas, and associated security fencing at the Camp Grayling Army Airfield.

This project design was performed on a fast track, with bidding occurring less than three months after award.. Survey and geotechnical work was completed in heavy snow conditions with valued assistance and cooperation from Camp Grayling Construction Management and DPW/Facilities Engineering Staff.

Construction of the first phase of this project was completed by early July to be ready for the 2017 Northern Strike exercise, with the first flat cars of tanks arriving on July 26, 2017. Several alternates were exercised in this initial project, including a reduction to one rail spur, with the remainder of the project bid the following year, and again completed in time for the 2018 exercise.

FCA DETROIT ASSEMBLY COMPLEX MACK EXPANSION

DETROIT, MICHIGAN

Owner | City of Detroit Brownfield Redevelopment Authority
500 Griswold St., Suite 2200
Detroit, Michigan 48226

Contact | Mr. Cleveland Dailey III
cdailey@degc.org

Completion Date | 2021

Project Cost | \$181,000



DLZ was retained by the City of Detroit Brownfield Redevelopment Authority (DBRA) to perform ALTA/NSPS Land Title Surveys (ALTA Surveys) for the future Fiat Chrysler Plant. DLZ was also contracted by DBRA to perform Phase I and II Environmental Site Assessment (ESA), Geotechnical Investigation and Hazardous Material Surveys. This project

involved ALTA Surveys of eight parcels, totaling 114 acres, across the City of Detroit. The surveys included residential, public works, railroad, and industrial properties. The surveys also included the vacation of various streets and alleys within the city, the creation of new consolidated descriptions of the parcels, and the preparation of easement descriptions for development. These surveys were important to not only determine the boundaries of the many parcels in the land acquisition, but to identify the location of any potential encumbrances. These surveys were the first step in the development of these parcels and the creation of new jobs for the people of Detroit.

LANSING BOARD OF WATER AND LIGHT STEAM VAULT REPLACEMENT

LANSING, MICHIGAN

Owner | Lansing Board of Water and Light
730 East Hazel Street
P.O. Box 13007
Lansing, Michigan 48901

Contact | Mr. Michael Schorsch
(517) 930-5791
mrs1@lbwl.com

Completion Date | 2016

Project Cost | \$3,299,340

DLZ performed survey and design services associated with replacement of 13 existing steam vaults located in downtown Lansing. The scope included an initial site inspection of each vault to verify existing conditions and assess the overall condition of each vault and its surroundings. Project includes demolition, removal, and replacement of all 13 reinforced concrete vaults and associated pavement, curbs, sidewalks, piping and calculation of steam condensate loads and pipe stresses. New vaults were sized to accommodate sufficient interior space for steam component and maintenance personnel.

DLZ performed the following professional services:

- Topographic Survey
- Steam Vault Inspection
- Steam Distribution Calculations
- Design/Engineering for New Steam Vaults, Steam Piping, Selective Demolition, Roadway Improvements, Sanitary Sewer, Electrical Provisions and Maintenance of Traffic

FORMER MICHIGAN STATE FAIRGROUND

DETROIT, MICHIGAN

Owner | City of Detroit Brownfield
Redevelopment Authority
500 Griswold St., Suite 2200
Detroit, Michigan 48226

Contact | Mr. Orza A. Robertson
(313) 237-6098
orobertson@degc.org

Completion Date | 2019

Project Cost | \$7,000,000



DLZ was retained by the City of Detroit Brownfield Redevelopment Authority (DBRA) to perform an ALTA/NSPS Land Title Survey (ALTA) at the Former Michigan State Fair property. DLZ was also contracted by DBRA to perform Phase I and II Environmental Site Assessment (ESA), Geotechnical Investigation and Hazardous Material Surveys. The survey of the 142-acre property located at 8 Mile and Woodward intersection involved locating all visible improvements such

as paved areas, fences, walks, 24 buildings (including the "world's largest stove"), above ground evidence of underground utilities, as well as show underground utilities disclosed by maps provided to DLZ by various utility companies. The ALTA was performed using a combination of Real Time Kinematic GPS, conventional ground survey methods and photogrammetric methods from an Unmanned Aerial System (UAS). At the request of the client, a new legal description of the property was prepared to facilitate any future conveyances.

PROJECT TYPES AND SERVICES OFFERED

STORMWATER MANAGEMENT AND DRAINAGE PLANS

STORM SEWER/OUTFALL INVESTIGATIONS – VARIOUS PERMITTEES

VARIOUS LOCATIONS, MICHIGAN

Owner | Various

Contact | Ms. Amy Neary
West Bloomfield Township
(248) 451-4828

Mr. Bob Dion
City of Bay City
(989) 894-8317

Mr. David McKee
Independence Township
(248) 625-8222

Completion Date | Ongoing

Project Cost | \$5,000 - \$14,000 annually

DLZ has been retained by the Cities of Rochester and Madison Heights, The Lamphere Schools, Madison District Public Schools, the Townships of Independence, West Bloomfield, and Port Huron, and the Village of Milford to: Township to develop Illicit Discharge Elimination Plans (IDEPs) and assist in the Plan implementation. J&A reviews existing storm sewer and sanitary sewer as-built plans and maps; conducts dry-weather outfall and discharge point screening; and develops GIS or web-based mapping of their systems. Dry-weather screening entails: GPS-locating all manholes, catch basins, and outfalls and collecting structure conditions on an iPad or Microsoft Surface. Field observations were identified such as: location of the structure (street name/crossroads), date of field investigation, crew members, size of pipe, condition, and blockages present. Photo documentation is also taken of each structure. Samples are collected for laboratory analysis if dry-weather flow is present.

We are intricately familiar with state and federal NPDES guidelines and have experience with developing storm water management ordinances and standards to comply with current Phase II permit requirements.

POINTE MOUILLEE STATE GAME AREA PUMP REPLACEMENT AND CAUSEWAY REPAIR

SOUTH ROCKWOOD, MICHIGAN

Owner | Michigan Department of Technology, Management and Budget

Contact | Mr. Chris Bahjet
Project Manager
(517) 749-7519

Completion Date | 2017

Project Cost | \$435,000

The Pointe Mouillee State Game Area, located at the confluence of the Detroit River, Huron River, and Lake Erie, and is a popular managed waterfowl hunting area consisting of approximately 4,000 acres of marsh, open water, and prairie. There are nine main management units on the site, of which several can be selectively flooded or drained using the pump and causeway flume stop logs associated with this scope of work.

The existing 30 year old pumping system scheduled for replacement is located at the northwest corner of the Humphries Management Unit and adjoins Mouillee Creek.

The facility consists of a control building containing a hydraulic power unit and electrical controls. Outside the building are two concrete junction boxes with gates that control water flow to the nearby management units, or can draw or release water to nearby Mouillee Creek. Mounted on the divider wall between the boxes is a hydraulically powered horizontal axial flow pump rated at approximately 35,000 gallons per minute that can be operated to move flow in either direction so that it can selectively be used to fill units, or pump units down. The MDNR desires to replace the single large pump with two vertical 13,000 gallon per minute propeller/axial flow pumps.

The South Causeway is located at the south end of the Humphries Unit. Originally designed with 45 6-foot to 10-foot culverts that allowed free movement of water between Lake Erie and the management unit, 39 of these culverts were plugged during or prior to the early 1990's, and stop log control structures added to the remaining six. The remaining six culverts are beginning to fail and allow uncontrolled flow of water from Lake Erie into the management unit and causing the degradation of desired species within the unit. It is thought that lining the culverts could rectify the situation, and this will be further investigated during the project study phase.

GRAND RIVER WATERSHED WETLAND MITIGATION DESIGN

OTTAWA COUNTY, MICHIGAN

Owner | Michigan Department of Transportation
Grand Rapids Transportation Service Center

Contact | Mr. Nick Jasinski, P.E.
Project Manager
(616) 451-6060

Completion Date | Ongoing

Project Cost | \$775,000

A portion of the berm also included vertical steel sheet piles to add stability and prevent the berm from being compromised by burrowing mammals. Approximately 50 acres of wetland will be created on the 82 acre parcel, with the site grading balancing and no soils being removed from the site.



DLZ was retained to provide services for wetland mitigation design and preparation of construction plans, hydrology analysis, preparation of special provisions, cost estimating, CAD, and project management for creation of a 40-50 acre wetland mitigation site. The site has been farmed for decades and consists of primarily muck soils that are drained by a series of agricultural ditches and pumps.

DLZ prepared construction documents, including a containment berm on the perimeter that contained a bentonite geotextile curtain installed vertically in a trench to prevent lateral movement of water from the created wetland.

SAW GRANT IMPLEMENTATION – STORMWATER ASSET MANAGEMENT PLANNING

FLINT, MICHIGAN

Owner | City of Flint
1101 S. Saginaw Street
Flint, Michigan 48502

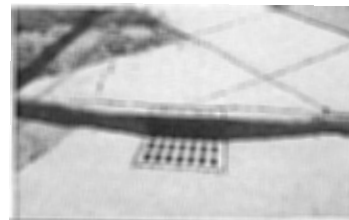
Contact | Mr. Mark Adas, PE
City Engineer
(810) 766-7135 x2603
madas@cityofflint.com

Completion Date | 2018

Project Cost | \$1,620,000

DLZ located the existing manholes using Global Positioning System (GPS) to establish State Plane Coordinates (northing, easting, and elevation). An inspection report and asset photographs were recorded for each manhole. DLZ inventoried and inspected over 14,500 catch basins, 1,300 storm manholes, and 345 outfalls. The data was entered into collector for ArcGIS and then uploaded to the cloud for incorporation into GIS. Further Cityworks development and maintenance are ongoing. A stormwater model network was created that included all storm manholes and catch basins in the GIS system using historical information as well as information gathered during this project. Compiling data collected during the project, DLZ created a Storm Water Asset Management Plan (SWAMP), addressing deficiencies in the system and areas of concern. The Plan recommend repair strategies and prioritization of repairs with a suggested implementation schedule.

DLZ was contracted by the City of Flint to develop a Stormwater Asset Management Plan (SWAMP) using funds from their awarded Michigan Department of Environment, Great Lakes, and Energy (EGLE) Stormwater, Asset Management, and Wastewater (SAW) Grant. The SAW Grant application addressed the development of an analysis and planning methodology for Flint to obtain a functional work order system and sustainable approved asset management program for their stormwater system.



PROJECT TYPES AND SERVICES OFFERED

STRUCTURAL INVESTIGATION AND ASSESSMENT



THE SOUTH BEND CLINIC PARKING GARAGE INSPECTION AND REHABILITATION

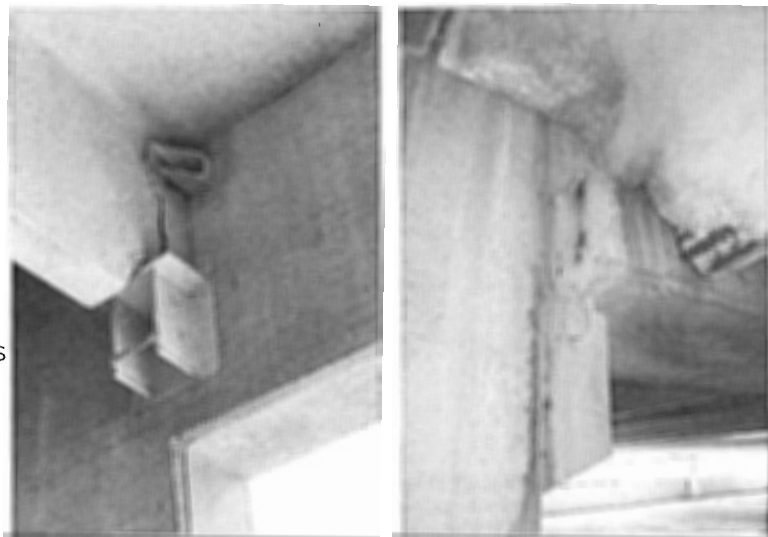
SOUTH BEND, INDIANA

Owner | The South Bend Clinic
LLP, 211 N. Eddy Street
South Bend, IN 46617

Contact | Ms. Debra Straw, Director
Materials Management & Facilities
(574) 239-1479
dstraw@southbendclinic.com

Completion Date | 2024 (estimated)

Project Cost | \$2,000,000



DLZ was hired to perform an arms-length visual inspection of the Clinic's two parking garages comprising of a total of 175,000 square feet which included chain dragging the top of all of the decks to find delaminations below the concrete surface. Once inspection was completed DLZ developed detailed construction documents for the repair and rehabilitation of the parking garages. Repair details included expansion joint replacement, precast double tee joint repair, structural repairs of precast double tee webs and flanges, crack repair, load transfer replacement, corbel repairs and surface sealing of concrete. In addition a detailed opinion of probable construction cost was developed to assist the Owner in setting priorities for a phase construction approach.

DORT RESERVOIR REHABILITATION

FLINT, MICHIGAN

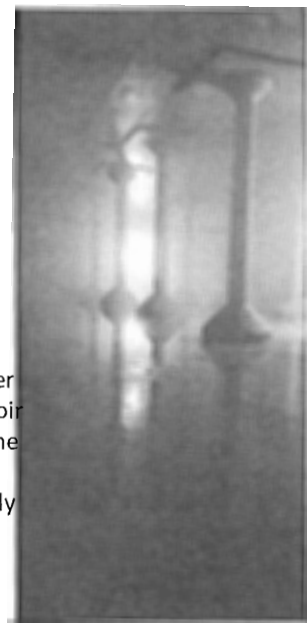
Owner | City of Flint
1101 S. Saginaw Street
Flint, MI 48502

Contact | Clyde Edwards
(810) 766-7346
cedwards@cityofflint.com

Completion Date | 2021

Project Cost | \$2,150,000

This project was for the structural rehabilitation of a 20 MG finish water reservoir for the City of Flint. DLZ developed structural rehabilitation drawings and specifications based on an inspection report that was prepared by others. Rehabilitation details included crack repair, expansion joint repair, application of corrosion inhibitor, spall and delamination repair and structural strengthening of columns due to Alkali-silica reaction (ASR) in the columns. After the project was awarded and the reservoir was drained and cleaned, DLZ entered the tank and to perform a visual inspection and assessment to validate the previously issued repair details.



GLWA WRRF AERATION DECKS 1 & 2 IMPROVEMENTS PROJECT

DETROIT, MICHIGAN

Owner | Great Lakes Water Authority
9300 W. Jefferson Avenue
Detroit, Michigan 48209

Contact | Ali Khraizat
Capital Improvement Program
Director
ali.khraizat@glwater.org

Completion Date | 2023 (estimated)

Project Cost | TBD



DLZ is part of the AECOM team to provide staff augmentation to GLWA for implementation of their Capital Improvements Program. As part of our scope of work for this task assignment we performed a visual inspection of approximately 150,000 SFT of the precast concrete and cast-in-place concrete covers for the high purity aeration decks 1 & 2. Based on the findings of that inspection 30% scoping documents and a basis of design report will be developed for the purpose of soliciting a design/build contractor.

KALAMAZOO DEPARTMENT OF PUBLIC SAFETY, STATION 01

KALAMAZOO, MICHIGAN

Owner | Kalamazoo Department of Public
Safety
415 E. Stockbridge Avenue
Kalamazoo, Michigan 49001

Contact | Ms. Rebekah Kik
Director Community Planning &
Economic Development
(269) 337-8893
kikr@kalamazoocity.org

Completion Date | 2019

Project Cost | n/a

impacts to the structure and feasibility of implementing the tornado shelter requirements of ICC500 "Standard for Design and Construction of Storm Shelters".



The City of Kalamazoo was interested in renovating their abandoned fire station and put it back into service. As part of DLZ's scope of work, a visual inspection and structural assessment was performed to evaluate the feasibility of this request.

In addition, due to the potential that this fire station would be classified as an essential facility in accordance with the Michigan Building Code, our evaluation involved researching the required

UNITED STATES POSTAL SERVICE LIMA, OHIO RESTROOM RENOVATION

LIMA, OHIO

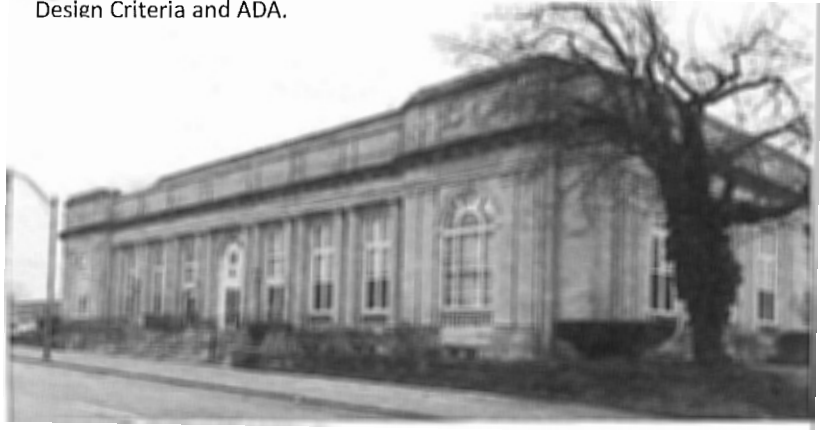
Owner | United States Postal Service
350 W High St
Lima, Ohio 45801

Contact | Mr. Donald Kandl
Project Manager
(630) 295-6239
donald.w.kandl@usps.gov

Completion Date | 2020

Project Cost | \$163,000

DLZ provided construction administration for the renovation of employee restrooms. The project includes a reconfiguration of the restrooms to achieve ADA compliance, all new finishes, fixtures, and toilet compartments, accessories, and plumbing. The project is compliant with USPS Standard Design Criteria and ADA.



MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY YOUTH SERVICES REMODEL WITH NEW RESTROOMS

MISHAWAKA, INDIANA

Owner | Mishawaka-Penn-Harris
Public Library
209 Lincoln Way
Mishawaka, Indiana 46544

Contact | Ms. Dena Wargo
(574) 259-5277
D.Wargo@MPHPL.ORG

Completion Date | 2018

Project Cost | \$352,093

Based on the initial Facility Assessment Report prepared by DLZ, a \$2,000,000 General Obligation Bond identified multiple priority projects. DLZ worked closely with the Mishawaka-Penn-Harris Public Library to determine the best use of the monies available and identified those projects that had the most significant impact on the patron services and establishing the long term goals and objectives of the Library. The project included the creation of a new Youth Services space. This project also addressed the programmatic needs, patron safety, and the patron experience at the Mishawaka Library for the Children and Young Adult Services.

A new entrance area with Family-friendly restrooms, flexible soft seating, and activity space leads into the Youth Services area. A central circulation desk offers visual control of both the Children's and Young Adult Sections. Geometric shapes, lighting, colors, and finishes provide new and exciting visual stimulation while connecting to the design of the existing facility.

GERALD R. FORD INTERNATIONAL AIRPORT RESTROOM RENOVATION

GRAND RAPIDS, MICHIGAN

Owner | Gerald R. Ford International Airport
5500 44th Street SE
Grand Rapids, Michigan 49512

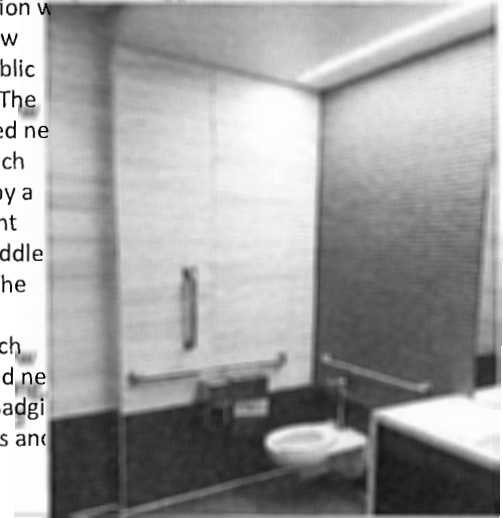
Contact | Mr. Casey Riles, P.E.
Engineering & Planning
Director
(616) 233-6040
criles@grr.org

Completion Date | 2020

Project Cost | \$5,000,000

DLZ was contracted by the Gerald R. Ford International Airport Authority (GFIAA) to provide A/E design services for the relocation and consolidation of the airport's Primary Communications Center (PCC), Operations, Police, Badging, Transportation Security Administration (TSA) services and restroom renovation. DLZ conducted a Needs Assessment,

Programming, and Feasibility Study to investigate options to meet the diverse and complex public service and safety needs of the Client. Planning options considered had to account for large, concurrent renovation projects, as well as an evolving Airport Masterplan. The selected solution was a renovation and new construction in public and secure areas. The first phase provided new space for TSA, which was complicated by a federal government furlough in the middle of construction. The second phase was completed in March 2020, and provided new space for Police, Badging, Conference Rooms and Restrooms.



LANSING COMMUNITY COLLEGE GANNON BUILDING LOCKER ROOM AND SHOWER RENOVATIONS

LANSING, MICHIGAN

Owner | Lansing Community College
7230 Physical Plant
P.O. Box 40010
Lansing, Michigan 48901-7210

Contact | Mr. Timothy Martz
Director of Facilities
(517) 483-1808
martz@lcc.edu

Completion Date | 2017

Project Cost | \$1,000,000

DLZ is provided Professional Design Services to renovate areas of the existing Gannon Building Second Level Locker Rooms. These renovations include improvements to the locker control room, men's and women's core restrooms, coach's locker rooms, DPS locker rooms, all-gender restrooms, privacy showers, and lactation room. The project is being implemented as a quasi Design-Build project in coordination with Granger Construction.



PROJECT TYPES AND SERVICES OFFERED

TRAIL DESIGN AND DEVELOPMENT



MAPLE ROAD NON-MOTORIZED SHARED USE PATH

WEST BLOOMFIELD, MICHIGAN



DLZ has been contracted by West Bloomfield Township (Township) Planning & Development Services Department to prepare plans and perform the construction administration to complete a new non-motorized shared use path along the north side of West Maple Road between Glenway Drive and Country Club Lane. As part of the design process, DLZ worked closely with representatives from the Road Commission for Oakland County and property owners to address topographic issues while

Owner | Planning & Development Services
4550 Walnut Lake Road
West Bloomfield, Michigan 48325

Contact | Ms. Amy Neary, Director of Planning & Development Services
(248) 451-4833
aneary@wbtownship.org

Completion Date | 2020

Project Cost | \$542,000

maintaining compliance with Americans with Disabilities Act (ADA) standards. Steep slopes along the shared use path were mitigated with construction and post-construction SWPPP best management practices (BMPs) to ensure soil erosion was contained and kept to a minimum. DLZ developed project plans and specifications in accordance with the requirements of the Michigan Department of Transportation and the American Association of State Highway and Transportation Officials for pathways and to ADA design standards.

TAPPAN LAKE PARK - BEACH TRAIL AND UTILITY EXTENSIONS

DEERSVILLE, OHIO

Tappan Lake is a man-made reservoir that features over 2,350 acres of surface water with 30 miles of shoreline surrounded by 5,000 acres of protected land in Harrison County, Ohio. Over the last few years, DLZ has worked with MWCD staff to develop numerous new tent & RV campground sites with full utility service hookups in addition to utility upgrades and other amenities such as shelters, shower houses and playgrounds throughout Tappan Lake Park. This project continues the utility upgrades and provides a multi-use trail connecting the different areas of the park. The main recreational feature of the improvements is a 3,500 linear feet asphalt multi-use trail that runs along the shoreline of Tappan Lake and then along the hillside of a narrow valley. This trail will serve as a major pedestrian and bicycle link for areas of the park on opposite sides of the lake



Owner | Muskingum Watershed Conservancy District
1319 3rd Street NW
P.O. Box 349
New Philadelphia, Ohio 44663

Contact | Mr. Jeff Yohe
(234) 801-7025
jyohe@mwcd.org

Completion Date | 2022 (estimated)

Project Cost | \$867,000 (estimated)

and is also accessible from the main parking lot. Smaller trail sections connect 2 pedestrian bridges to the main trail. Lighted wayfinding bollards are also provided along the trail. DLZ provided the complete design and construction documents of site features including demolition, grading, horizontal controls, trail plan and profiles, utility profiles, and erosion control features. Design services provided include landscape architecture, site/civil engineering, electrical distribution, and campground lighting engineering. Permitting included OEPA PTI for Water and Wastewater System, OEPA NPDES Storm Water Permit, and a County Floodplain Permit.

BIG WALNUT TRAIL

COLUMBUS, OHIO

Owner | City of Columbus Department of Recreation and Parks
1111 East Broad Street
Columbus, Ohio 43205

Contact | Mr. Brad Westall and Nic Sanna
Planning Manager
(614) 645-3300
BRWestall@Columbus.gov
NJSanna@columbus.gov

Completion Date | 2020

Project Cost | \$875,000

DLZ performed an engineering study and preparing construction documents for the City of Columbus Department of Recreation and Park's Big Walnut Trail, which travels along Big Walnut Creek. Big Walnut Creek is one of the more scenic and high-water quality streams in the Columbus area and the proposed recreational trail will result in an important improvement to the park system. The original study area for the new trail was an approximate 0.7-mile long greenway trail along a wooded corridor that runs east of Big Walnut Creek from Williams Road to Three Creeks Park. Ecological studies determined that several wetlands existed within the trail corridor and the City elected to study a second trail



to Winchester Pike. The second study area consists of an approximate 0.7 mile-long, 10-foot wide asphalt trail along a wooded corridor area that is within the floodway of Big Walnut Creek. The engineering study includes field survey and mapping, a limited geotechnical investigation, a hydraulic study, completion of an OHPO Project Summary Form, a Level 1 Ecological Survey, and a preliminary route study and report. The purpose of the study is to evaluate environmental and cultural resources, as well as hydraulic impacts of the proposed trail, and to estimate structure requirements and preliminary construction costs.

DLZ prepared construction documents and permitting packages for the Big Walnut Trail within the second study area. The final alignment consists of a 10' wide, 4,262' long multi-use trail located almost completely within the 100-year floodplain of Big Walnut Creek. The design of the trail must overcome several challenges. The first major challenge is passing under US 33's bridges over Big Walnut Creek, which will be widened and under construction until 2019. Another major challenge is balancing cut and fill requirements within the floodplain. The trail is being designed so that no new fill is created within the floodplain. A third major challenge is preserving as many of the corridor's mature trees as possible, including an 84" sycamore which the trail will pass in close proximity. Multiple wetlands are also located along the trail alignment. Permitting also provides an extra challenge as DLZ is coordinating with the City of Columbus, ODOT, U.S. Army Corps of Engineers, Ohio EPA, and Franklin County.

GENESEE COUNTY TRAIL DESIGN AND ENGINEERING SERVICES

GENESEE COUNTY, MICHIGAN

Owner | Genesee County Parks
5045 Stanley Road
Flint, Michigan 48506

Contact | Mr. Barry June
Deputy Director
(810) 249-3817
bjune@gcparks.org

Completion Date | 2016

Project Cost | \$6,000,000

DLZ conducted preliminary investigations of constraints and costs for a new multi-use pathway commencing at Richfield Park in Richfield Township, Genesee County, and ending at the Southern Links Trail near the Village of Columbiaville in Lapeer County. The total trail length is approximately 12 miles.

DLZ obtained existing information on property ownership and parcel lines, wetlands, topography, floodplains, and other data to allow for an assessment of the viability of various alignments and preliminary impacts and costs of each. A major constraint along the alignment is the Holloway Reservoir. Genesee County and the City of Flint own a number of parcels along the potential alignments but there will likely need to be options that follow existing road right-of-way and follow private property lines to connect these parcels and provide a contiguous trail.

DLZ worked with project stakeholders to identify the alignment that best met the project goals at the lowest construction cost and least amount of impact to private property and sensitive environmental features. DLZ prepared plans of the preliminary alignment and profile for the full length of the project, while breaking out the plans into \$1 million segments deemed fundable by Genesee County.

PROJECT TYPES AND SERVICES OFFERED

WASTEWATER SYSTEMS



NORTHWEST PUMP STATION IMPROVEMENTS

FLINT, MICHIGAN

Owner | City of Flint
3310 E Court St
Flint, Michigan 48506

Contact | Ms. Jeanette Best
WPC Manager
(810) 766-7210
jbest@cityofflint.com

Completion Date | 2020

Project Cost | \$1,700,000

The pumps and other equipment, including valves and control equipment, at the Northwest Pumping Station (NWPS) have reached the end of their useful life, are oversized for current operating flows and in need of replacement. As a result, the NWPS is being rehabilitated to support lower flowrates while still being able to meet peak demands. Right sizing of the pumps allows the station to better match current and projected flow rates with improved efficiency and flexibility in operation. The existing three pumps are replaced with new six MGD pumps configured to run as a conventional triplex operation with pump alteration programming to ensure equal runtime for each pump. New PLC controls allow for adjustments to the operational settings of the wet well to take advantage of potential wet well storage in the 48-inch influent sewer to reduce pump cycling and to provide higher pumping capacity during wet weather events. Pumps are being sized based on the minimum, average and peak dry weather flow as well as the peak hourly wet weather flow. Variable speed pumping ranges were set to match this carrying inflow rate range to minimize pump cycling. The force main rehabilitation sizing is being designed to select an optimum diameter

and material to maintain the necessary cleansing velocities during dry weather conditions, while minimizing friction losses under peak hourly pumping rates estimated to be approximately 11.8 MGD. A hydraulic model is being used to evaluate the various materials and pipe sizes to achieve the most efficient force main size.

The final plans will include the Basis of Design, pump sizing, piping, meter installation, valves, electrical and control improvements and force main resizing as well as recommended pumping control strategies. A plan for operating and maintaining the new equipment at the NWPS will also be prepared as well as as-built records in electronic format.



EAST GATE LIFT STATION AND SANITARY FORCEMAIN REPLACEMENT

SOUTH BEND, INDIANA

DLZ was retained by the Board of Public Works for design, bidding, and construction administration services for this lift station and sanitary forcemain replacement project. DLZ prepared the City of South Bend's Feasibility Study Report which determined the lift station location, new forcemain alignment, incoming sewer flow rates, equipment size, and easement acquisition necessary to complete the project. The East Gate Lift Station and Forcemain Replacement consisted of demolishing the existing 250 GPM lift station which had exceeded its useful life and abandoning the associated forcemain. The project included

construction of a 340 GPM submersible duplex lift station which was designed to handle the flows from the adjacent neighborhood. The area surrounding the lift station was designed to accommodate the City's large service vehicles and included an oversized driveway approach for ease of maintenance. The new lift station also included construction of a new flow meter vault which was tied into the system control panel for remote monitoring. A new ½ mile length of upsized forcemain pipe was constructed and installed using directional drilling methods. The use of directional drilling method allowed the City to save on costs, quicker installation and less disturbance to the residential area surrounding the lift station. A new control panel with integrated SCADA and telemetry was constructed alongside the lift station for monitoring and control. Due to the size of the new lift station, an easement and partial property acquisition was required. DLZ assisted the City of South Bend throughout the process of the acquisition in order to complete the project in the accelerated timeframe which was required. The exterior of the lift station was designed by DLZ's Landscape Architects to give it curb appeal from the surrounding residential area and to protect the equipment from any potential damage. DLZ also assisted the City of South Bend through the permit, bidding and construction administration phases. The project hit the target schedule for construction and was completed on time and within budget.

Owner | City of South Bend
1316 County City Building
227 W. Jefferson Blvd
South Bend, IN 46601

Contact | Mr. Jacob Klosinski, PE
Assistant City Engineer
(574) 235-9496

Completion Date | 2016

Project Cost | \$597,000



CITY OF AKRON NSIT GORGE SEWER SEPARATION ADVANCED FACILITIES PLAN

AKRON, OHIO

Owner | City of Akron
166 S. High Street, Room 701
Akron, Ohio 44308

Contact | Mr. John Moore
Director of Public Service
(330) 375-2270
jmoore@akronohio.gov

Completion Date | 2017

Project Cost | \$183,451,075

The purpose of the Gorge Sewer Separation AFP project was to verify some of the assumptions used to develop the preferred Integrated Plan alternative to the 24-foot diameter Northside Interceptor (NSI) Tunnel in the Long Term Control Plan (LTCP). This alternative consists of the following components: complete sewer separation in the CSO Rack 34 and 35 Service Areas with inline storage, upsizing of the existing NSI Sewer, and other hydraulic modifications to Racks tributary to the NSI. DLZ's project includes only the sewer separation component. Stormwater Quality BMP requirements will also be considered, per guidance in the City of Akron's Green Infrastructure toolbox.

Tasks included review of project feasibility, layout of the separated sewers, cost estimate development, and review of flow rate assumptions for the sewer separation of all combined sewers within the Rack 34 and Rack 35 area. Some work

was expedited in advance of City coordination meetings with the EPA. One of the key elements of the expedited task was to verify sewer separation costs, as the City's experience was that final design costs were greatly exceeding estimates in the Integrated Plan. Ultimately, the complexity of the hydraulic modeling modified the task of estimating Rainfall-Derived Inflow and Infiltration (RDII) peak flow rates, which was to be used to determine whether the RDII reduction in the model was realistic. DLZ is also tasked with preparing a sewer rehabilitation plan, costing lead water service lateral replacement, evaluating construction phasing and community and stakeholder impacts, coordinating with known future develop projects, developing a limited smoke and dyed water testing program, preparing a geotechnical literature review, performing preliminary environmental investigation, and performing an historical and cultural resources assessment. Optional tasks include collection of geotechnical and survey data, including SUE Level A data collection.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER AS-NEEDED SERVICES

OAKLAND COUNTY, MICHIGAN

Owner | Oakland County Water
Resources Commissioner
One Public Works Drive
Building 95 West
Waterford, Michigan 48328

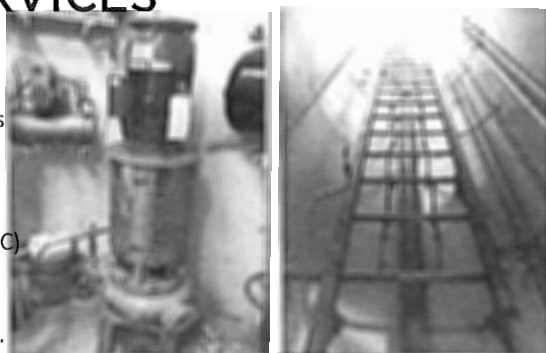
Contact | Mr. Tim Prince, Chief Engineer
(248) 858-0958
prince@oakgov.com

Completion Date | Ongoing

Project Cost | \$1,000,000

Since 2012, DLZ has been providing the Oakland County Water Resources Commissioner (WRC) with professional services related to asset management. DLZ was initially

tasked with information technology projects related to system Geographical Information System (GIS), the Computerized Maintenance Management System (CMMS), and WinCAN Televising software. In 2014 DLZ was asked, along with CH2M Hill, Inc., to assist the WRC with the development of the overall asset management templates "common to all" for the implementation of the



numerous Stormwater, Asset Management, and Wastewater (SAW) Grants received by the WRC on behalf of their numerous customer communities. These templates have been rolled out to five consultants representing many of these communities.

DLZ is also currently tasked with the implementation of the Asset Management plan for the City of Walled Lake on behalf of the WRC. This project is funded through the Michigan Department of Environmental Quality (MDEQ) SAW Grant Program, and includes fieldwork involving four lift stations and review of 98,000 lineal feet of sanitary sewer that is just getting underway. Final deliverables will include a fully developed Asset Management Plan and Business Risk Analysis performed using Riva Software being purchased by the WRC for use by its customer communities.

PROJECT TYPES AND SERVICES OFFERED

WATER SUPPLY SYSTEMS



FRANKLIN VALLEY WATER MAIN REPLACEMENT

WEST BLOOMFIELD TOWNSHIP, MICHIGAN

Owner | City of Midland
333 West Ellsworth Road
Midland, Michigan 48640-5132

Contact | Mr. Edwin Haapala, Director
Water Utilities Department
(248) 451-4785
ehaapala@wbtownship.org

Completion Date | 2016

Project Cost | \$2,448,000

As part of a continuing effort to upgrade its water distribution system West Bloomfield Township contracted with DLZ Michigan, Inc. to perform design and construction engineering services for water system improvements in the Franklin Valley subdivision located in Section 36. Developed numerous concepts for various project aspects of the project, with significant emphasis on the sanitary sewer, water main and roadway alignment. DLZ completed a topographic

survey of the right-of-way and prepared plans and specifications for pre-chlorinated pipe bursting of 7,500 feet of 6-inch cast iron water main to 8-inch diameter HDPE water main, and 4,900 feet of 8-inch cast iron water main to 8-inch diameter HDPE water main. The design included new hydrants, gate valves and wells, and HDPE water services with new curb stops for each residence at the private property line. New hydrants and gate valves were placed at EGLE required distances applicable for a residential water distribution system. DLZ acquired permits for construction including an EGLE permit for water main construction, a Road Commission for Oakland County permit for work in the right-of-way, and an approved Township Soil Erosion and Sedimentation Control (SESC) plan and permit. DLZ also provided full-time construction inspection as well as contract administration, while greatly contributing to assistance with respect to all facets of support regarding public relations during the construction and restoration phases of the project.



MUSKEGON COUNTY CHANNEL CROSSING

MUSKEGON COUNTY, MICHIGAN

Owner | Muskegon County DPW
131 E. Apple Ave
Muskegon, Michigan 49442

Contact | Muskegon County DPW
131 E. Apple Ave
Muskegon, Michigan 49442

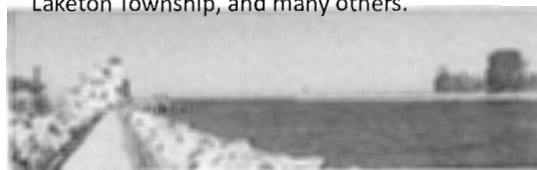
Completion Date | 2021

Project Cost | \$9,600,000 (estimated)

DLZ was contracted by Muskegon County to perform design and construction engineering services to facilitate a new water crossing of the Muskegon Channel, a major shipping lane between Muskegon Lake and Lake Michigan. The project will construct approximately 3 miles of large diameter water main, constructed in three phases. Phase I, bid and awarded in January of 2020, will extend water main north from the Muskegon Water Filtration Plant to a point just south of the Muskegon Channel. The project involves multiple tasks such as water main connections to side streets, lead water service replacements to a point inside the

home for all residents, as applicable, complete road reconstruction, reconfiguration of the existing cross-section, and new sidewalks and ADA ramps. Phase II will focus on crossing the channel via directional drill. Phase III is currently undergoing a route study and will complete the connection of Phases I and II to the existing watermain in Laketon Township. The majority of Phase III will be constructed in Muskegon State Park. Routes for the watermain being analyzed are possibly following the existing road or directionally drilling the watermain through forested and dune lands, a more direct route. Once all phases are complete, this water main project will provide a secondary water feed to the north side of the County, a long desired and anticipated project.

This project includes significant coordination with several entities such as: the Michigan Department of Environment, Great Lakes, & Energy (EGLE), United States Army Corps of Engineers, Michigan Department of Natural Resources, City of Muskegon, Muskegon County Road Commission, the State Historical Preservation Office, Laketon Township, and many others.



ST. JOSEPH ENERGY CENTER WATER TREATMENT PLANT

NEW CARLISLE, INDIANA

Owner | St. Joseph Energy Center, LLC
Power Plant Management Services, LLC
1155 Dairy Ashford, Suite 500
Houston, Texas 77079

Contact | Mr. Jim Trotter
Site Construction Manager
(908) 910-2790

Completion Date | 2017

Project Cost | \$9,500,000

St. Joseph Energy Center retained DLZ to provide design services for a \$9.5 million water treatment plant. The new water plant was required to treat groundwater for use in the Energy Center's cooling towers for the 1,360 megawatt combined cycle power plant. The water treatment plant includes:

- 7.8 MGD (expandable to 15.6 MGD) water treatment capacity, designed for the removal of iron and manganese.
- Construction of a new 13,300 sf pre-engineered metal building to house high-service pumps, 6 pressure filters, air blower skid assemblies, electrical equipment, offices, breakroom, laboratory, control room and storage areas.
- Sodium Hypochlorite storage area and chemical feed system.
- Construction of a new above ground 500,000-gallon welded

steel water storage tank.

- Onsite lagoons for settling of backwash water prior to discharge to municipal sanitary sewer system via 6" forcemain (1,650 L.F).
- Onsite sanitary sewer lift station, and sampling station.
- 1,800 L.F. of 12-inch through 20-inch raw water piping.
- 1,000 L.F. of 8-inch through 20-inch treated water piping.
- Emergency Generator.

The project included the early procurement of greensand filters, which were turned over to the contractor upon delivery. The early arrival of the filters allowed for an accelerated construction schedule of 10-months. In addition, early procurement of the Instrumentation and Controls contractor allowed for selection of equipment and input from the I&C contractor during design.



PART II: COST PROPOSAL

SECTION I

BILLABLE RATES



POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

2021 Indefinite-Scope Indefinite-Delivery – Request for Proposal
General Professional Design Services
(Architecture, Engineering, Landscape Architecture)

Firm Name	DLZ Michigan, Inc.
Yearly Hourly Billing Rate Increase	4%
Mark-up for Sub-Consultants (not to exceed 5%)	5%
Mark-up for Reimbursables (not to exceed 5%)	5%

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
Principal / Division Manager	\$219.00	\$228.00	\$237.00	\$246.00
Department Manager	\$186.00	\$193.00	\$201.00	\$209.00
Senior Project Manager	\$186.00	\$193.00	\$201.00	\$209.00
Project Manager	\$169.00	\$176.00	\$183.00	\$190.00
Engineer VI / Architect VI	\$174.00	\$181.00	\$188.00	\$196.00
Engineer V / Architect V	\$163.00	\$170.00	\$176.00	\$183.00
Engineer IV / Architect IV	\$152.00	\$158.00	\$164.00	\$171.00
Engineer III / Architect III	\$141.00	\$147.00	\$153.00	\$159.00
Engineer II / Architect II	\$118.00	\$123.00	\$128.00	\$133.00
Engineer I / Architect I	\$101.00	\$105.00	\$109.00	\$114.00
Designer III	\$123.00	\$128.00	\$133.00	\$138.00
Designer II / Intern Architect	\$101.00	\$105.00	\$109.00	\$114.00
Designer I	\$90.00	\$94.00	\$97.00	\$101.00
Technician	\$84.00	\$87.00	\$91.00	\$94.00
Construction Observer Manager	\$129.00	\$134.00	\$140.00	\$145.00
Construction Observer	\$101.00	\$105.00	\$109.00	\$114.00
Clerical	\$67.00	\$70.00	\$72.00	\$75.00

*Billing Rate will be in accordance with the attached guideline page for instructions regarding the "Overhead Items used for Professional Billing Rate Calculation," and the attached "Sample Standard Contract for Professional Services," Article 5, Compensation Text.

** Key Project Personnel



POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

2021 Indefinite-Scope Indefinite-Delivery – Request for Proposal
General Professional Design Services
(Architecture, Engineering, Landscape Architecture)

Firm Name	DLZ Michigan, Inc.
Yearly Hourly Billing Rate Increase	4%
Mark-up for Sub-Consultants (not to exceed 5%)	5%
Mark-up for Reimbursables (not to exceed 5%)	5%

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
Geologist	\$90.00	\$94.00	\$97.00	\$101.00
Senior Geologist	\$141.00	\$147.00	\$153.00	\$159.00
Environmental Scientist	\$118.00	\$123.00	\$128.00	\$133.00
Senior Environmental Scientist	\$141.00	\$147.00	\$153.00	\$159.00
Planner	\$118.00	\$123.00	\$128.00	\$133.00
Senior Planner	\$163.00	\$170.00	\$176.00	\$183.00
Surveyor, Registered	\$136.00	\$141.00	\$147.00	\$153.00
Survey, Party Chief	\$107.00	\$111.00	\$116.00	\$120.00
Survey, Instrument Person	\$96.00	\$100.00	\$104.00	\$108.00

*Billing Rate will be in accordance with the attached guideline page for instructions regarding the "Overhead Items used for Professional Billing Rate Calculation," and the attached "Sample Standard Contract for Professional Services," Article 5, Compensation Text.

** Key Project Personnel

APPENDIX 3

PROFESSIONAL CERTIFICATION FORMS



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration
Design & Construction Division

Certification of a Michigan Based Business

(Information Required Prior to Contract Award for Application
of State Preference/Reciprocity Provisions)

To qualify as a Michigan business:

Vendor must have, during the 12 months immediately preceding this bid deadline:

or

If the business is newly established, for the period the business has been in existence, it has:

(check all that apply):

- ☐ Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL \square 208.1 – 208.145; or
- ☒ Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- ☐ Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder shall also indicate one of the following:

- ☒ Bidder qualifies as a Michigan business (provide zip code: 48911)
- ☐ Bidder does not qualify as a Michigan business (provide name of State: _____).
- ☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)

Bidder: DLZ Michigan, Inc.

Manoj Sethi

Authorized Agent Name (print or type)

Manoj Sethi
Apr 29 2021 9:35 AM

Authorized Agent Signature & Date

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.264.



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration
Design & Construction Division

Responsibility Certification

The bidder certifies to the best of its knowledge and belief that, within the past three (3) years, the bidder, an officer of the bidder, or an owner of a 25% or greater interest in the bidder:

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has not had a felony conviction in any state (including the State of Michigan).
- (c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.
- (d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
- (e) Has not been terminated for cause by the Owner.
- (f) Has not failed to pay any federal, state, or local taxes.
- (g) Has not failed to comply with all requirements for foreign corporations.
- (h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
- (i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
 - i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
 - ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the time period required.
 - iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
 - v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
 - vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
 - vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).
- (j) Is NOT an Iran linked business as defined in MCL 129.312.

I understand that a false statement, misrepresentation, or concealment of material facts on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

Bidder: DLZ Michigan, Inc.

Manoj Sethi

Authorized Agent Name (print or type)

Manoj Sethi
Apr 29 2021 9:35 AM

Authorized Agent Signature & Date

☐ I am unable to certify to the above statements. My explanation is attached.

APPENDIX 4

OVERHEAD ITEMS ALLOWED FOR THE PROFESSIONAL SERVICES CONTRACTOR FIRM'S HOURLY BILLING RATE CALCULATION

The following instructions are to be used by the Professional Services Contractor firms to determine the hourly billing rate to use on State of Michigan Projects.

The Professional's Consultant must submit a separate hourly billing rate for the professional Consultant services they will provide for State of Michigan Projects. A moderate mark-up of the Professional's Consultant services hourly billing rates, not to exceed 5%, will be allowed.

The Department will reimburse the Professional for the actual cost of printing and reproduction of the Contract Bidding Documents, soil borings, surveys and any required laboratory testing services and use of field equipment. No mark-up of these Project costs will be allowed IF such items are provided in house by the professional.

2021 HOURLY BILLING RATE
Based on 2020 Expenses

OVERHEAD ITEMS ALLOWED FOR THE PROFESSIONAL SERVICES CONTRACTOR FIRM'S HOURLY BILLING RATE CALCULATION

SALARIES:

Principals (Not Project Related)
Clerical/Secretarial
Technical (Not Project Related)
Temporary Help
Technical Training
Recruiting Expenses

EQUIPMENT RENTALS:

Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture and Fixtures
Instruments

EMPLOYEE BENEFITS:

Hospitalization
Employer's F.I.C.A. Tax
Unemployment Insurance
Federal Unemployment Tax
Disability
Worker's Compensation
Vacation
Holidays
Sick Pay
Medical Payments
Pension Funds
Insurance - Life
Retirement Plans

OFFICE FACILITIES:

Rents and Related Expenses
Utilities
Cleaning and Repair

TRAVEL:

All Project-Related Travel*

MISCELLANEOUS:

Professional Organization Dues
for Principals and Employees
Licensing Fees

SUPPLIES:

Postage
Drafting Room Supplies
General Office Supplies
Library
Maps and Charts
Magazine Subscriptions

SERVICES (NONPROFESSIONAL):

Telephone and Telegram
Messenger Services

SERVICES (PROFESSIONAL):

Accounting
Legal
Employment Fees
Computer Services
Research

TAXES:

Franchise Taxes
Occupancy Tax
Unincorporated Business Tax
Property Tax
Single Business Tax
Income Tax

FINANCIAL:

Depreciation

INSURANCE:

Professional Liability Insurance
Flight and Commercial Vehicle
Valuable Papers
Office Liability
Office Theft
Premises Insurance
Key-Personnel Insurance

PRINTING AND DUPLICATION:

Specifications (other than Contract Bidding Documents)
Drawings (other than Contract Bidding Documents)
Xerox/Reproduction
Photographs

LOSSES:

Bad Debts (net)
Uncollectible Fee
Thefts (not covered by Project/Contract bond)
Forgeries (not covered by Project/Contract bond)

<p align="center">DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2020</p>
--

MICHIGAN SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$95.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.575 per mile
Standard Rate	\$0.360 per mile

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

SELECT HIGH COST CITY LIST

TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES

Effective October 1, 2020

Michigan Select Cities/Counties

<u>Cities</u>	<u>Counties</u>
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	All of Grand Traverse, Oakland and Wayne

Out of State Select Cities/Counties

<u>State</u>	<u>City/County</u>	<u>State</u>	<u>City/County</u>
Arizona	Phoenix, Scottsdale, Sedona	Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford
California	Los Angeles (Los Angeles, Orange, Mendocino & Ventura Counties, and Edwards AFB), Eureka, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Maryland	Counties of Montgomery & Prince Georges, Baltimore City, Ocean City
		Massachusetts	Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
		Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
		Nevada	Las Vegas
		New Mexico	Santa Fe
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	New York	Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Riverhead, Ronkonkoma, Melville, Suffolk County, Tarrytown, White Plains, New Rochelle
Connecticut	Bridgeport, Danbury		
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and Virginia)	Ohio	Cincinnati
		Pennsylvania	Bucks County, Pittsburgh
		Rhode Island	Bristol, Jamestown/Middletown/Newport (Newport County) Providence
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Texas	Austin, Dallas, Houston, L.B. Johnson Space Center
Georgia	Jekyll Island, Brunswick	Utah	Park City (Summit County)
Idaho	Sun Valley, Ketchum	Vermont	Manchester, Montpelier, Stowe (Lamoille County)
		Virginia	Alexandria, Falls Church, Fairfax
Illinois	Chicago (Cook and Lake counties)	Washington	Port Angeles, Port Townsend, Seattle
Kentucky	Kenton	Wyoming	Jackson, Pinedale
Louisiana	New Orleans		

APPENDIX 5

CERTIFICATES OF INSURANCE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2021

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Katie Kresner PHONE (A/C, No, Ext): 770.220.7695 E-MAIL ADDRESS: Katie.Kresner@greyling.com FAX (A/C, No): 866.550.4082													
INSURED DLZ Michigan, Inc. 1425 Keystone Avenue Lansing, MI 48911		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>NAIC # 19445</td> </tr> <tr> <td>INSURER B : Everest National Ins Co</td> <td>10120</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER A : National Union Fire Ins. Co.	NAIC # 19445	INSURER B : Everest National Ins Co	10120	INSURER C : Continental Casualty Company	20443	INSURER D :		INSURER E :		INSURER F :	
INSURER A : National Union Fire Ins. Co.	NAIC # 19445														
INSURER B : Everest National Ins Co	10120														
INSURER C : Continental Casualty Company	20443														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 21-22

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL5268221	04/01/2021	04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA4489714	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000		XC8CU00042211	04/01/2021	04/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC015893783	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Includ Pollution Liability		AEH591928672	04/01/2021	04/01/2022	Per Claim \$5,000,000 Aggregate \$5,000,000

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

Re: ISID No. 00876 Professional Design Services Material Testing, for A & E Architecture.

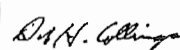
State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are named as Additional Insureds on the above referenced General, Auto, Umbrella and Pollution liability policies where required by written contract.

The above referenced liability policies with the exception of workers compensation and professional

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

State of Michigan Department of Technology Management & Budget 3111 West St. Joseph Street Lansing, MI 48917	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

DESCRIPTIONS (Continued from Page 1)

liability are primary & non-contributory where required by written contract.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

POLICY NUMBER: GL5268221
04/01/2021 04/01/2022

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GL5268221

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

04/01/2021

04/01/2022

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

policy No. CA4489714 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

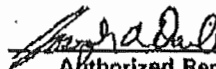
SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.


Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

policy No. CA4489714 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

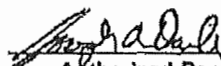
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.


Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

policy No. CA4489714 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2021

forms a part of Policy No. WC015893783

Issued to DLZ CORPORATION

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER
INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

APPENDIX 6

FEDERAL PROVISIONS ADDENDUM

(If your project is funding wholly or in part by federal funds, this appendix applies)

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, 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, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-

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Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000 and involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work

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week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency

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Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and

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throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- a. **Access to Records.** The following access to records requirements apply to this contract:
 - i. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of

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making audits, examinations, excerpts, and transcriptions.

- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

c. DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

d. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

e. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

f. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT 1 - BYRD ANTI-LOBBYING CERTIFICATION

The Contractor, enter contractor name here, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

#13

RESOLUTION

Resolution _____

Of the Council of the City of Pontiac, Michigan Establishing the Policy and Guidelines for Granting an Exemption from Payment of Property Taxes

WHEREAS, Public Act 253 of 2020, requires the governing body of each city and township to determine and make available to the public the policy and guidelines the Board of Review utilizes in granting reductions in property assessments due to limited income and assets, referred to as "Poverty Exemptions."

WHEREAS: It is the intent of the Council to adopt guidelines in compliance with the act.

NOW THEREFORE, THE PONTIAC CITY COUNCIL RESOLVES that in order to be eligible for a poverty exemption a person shall do all of the following on an annual basis:

1. Be an owner of and occupy as a principal residence the property for which an exemption is requested.
2. The subject property must be classified as a single family residential parcel or residential condominium property with a valid homeowner's Principle Residence Exemption (PRE) currently in effect.
3. Submit completed Form 5737 Application for MCL 211.7u Poverty Exemption and Form 5739 Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty.
4. Submit the most recent year's copies of the following **for all persons residing in the homestead:**
 - a. Produce a valid driver's license or Michigan State Identification card for all persons residing in the household.
 - b. Federal Income Tax Return-1040, 1040A or 1040E and Michigan Income Tax Return-MI 1040, MI1040A or MI1040EZ.
 - c. Senior Citizens Homestead Property Tax Form MI-1040CR-1 or General Homestead Property Tax Claim MI-1040CR-4.
 - d. Benefit Statement from ADC, Pension, Retirement, Social Security Administration and/or Michigan Social Services as to moneys paid to you during previous year. (along with a signed form 4988).
5. Produce a copy of the deed, land contract or other evidence of parcel ownership of all real property owned by the applicant if requested by the Board of Review.

BE IT FURTHER RESOLVED that applicant(s) must complete the application form in its entirety and return to the Treasurer's or Equalization Office. Any application submitted to the Board of Review which has not been filled out in its entirety shall be denied by the Board of Review. Appeals of said denial shall be made to the Michigan Tax Tribunal.

BE IT FURTHER RESOLVED that applicant(s) may apply for Poverty Exemption to only one session of the Board of Review (March, July, or December) and any appeal of the Board's decision shall be made to the Michigan Tax Tribunal.

BE IT FURTHER RESOLVED that the Board of Review can request any other additional information including additional tax returns, financial statements, land contracts, personal or family trust documents, vehicle titles and any other records or affidavits that the Board may deem necessary in order to make a poverty exemption determination, asset limit determination or income level determination.

BE IT FURTHER RESOLVED that completed applications may be brought to the Board of Review on the day of an appointment, but in order to have timely consideration by the Board the application-with supporting documents-should be made available to the Board 1 week prior to the meeting date.

BE IT FURTHER RESOLVED that applications may be reviewed and acted upon by the Board of Review without applicant(s) being present. However, the Board may request that any or all applicants be physically present to respond to any questions the Board of Review may have. This means that an applicant may be called to appear on short notice.

BE IT FURTHER RESOLVED that the Board of Review shall follow the policy and guidelines set forth above when granting and denying poverty exemptions. The same standards shall apply to each taxpayer within the city claiming the poverty exemption for the assessment year.

BE IT FURTHER RESOLVED that the allowed reduction for hardship exemption shall be 25%, 50%, or 100% of Taxable Value of the homestead for the tax year and at their discretion, the Board may approve full or partial exemption if deemed appropriate.

BE IT FURTHER RESOLVED that the applicant's total household income cannot exceed 125% of the most current Federal Poverty Guidelines set forth by the U.S. Department of Health and Human Services as established by the State Tax Commission-to be updated annually.

BE IT FURTHER RESOLVED that a poverty exemption shall not be granted to any applicant whose assets exceed \$100,000. An applicant's homestead and principal vehicle shall be excluded from consideration as an asset. All other property, including from all other persons residing in the household, shall be included as an asset. Property shall include, but is not limited to: cash, savings, stocks, mutual funds, insurance commodities, coin collections, art, motor vehicles, recreation vehicles, etc.

BE IT FURTHER RESOLVED that any reduction in the State Equalized Value of a property is granted for one year only and must be applied for and reviewed annually based on the applicant's current situation.

BE IT FURTHER RESOLVED that a person filing a poverty exemption claim is not prohibited from also appealing the assessment on the property for which that claim is made before the March Board of Review in the same year.

Introduced and Passed at a regular meeting of the Pontiac City Council on _____.

VOTE: DECISION ENTERED HERE

RESOLUTION DECLARED ADOPTED.

_____, Clerk

I, _____,
duly authorized Clerk for the City of
Pontiac, do hereby certify that the foregoing
is a true and correct copy of a motion
adopted by the City Council at a regular
meeting duly called and held on
_____, 2023,
in the City of Pontiac, Oakland County,
Michigan.

POVERTY GUIDELINES
For Use in 2023 Assessments
US Department of Health & Human Services

Size of Family Unit	Poverty Guidelines
1	\$16,988
2	\$22,888
3	\$28,788
4	\$34,688
5	\$40,588
6	\$46,488
7	\$52,388
8	\$58,288
For each additional person	\$5,900

ASSETS- A hardship exemption shall not be granted to any applicant whose assets exceed \$100,000. An applicant's homestead and principal vehicle shall be excluded from consideration as an asset.

Assets include all other property, including from all other persons residing in the household. Property shall include, but is not limited to: cash, savings, stocks, mutual funds, certificates of deposit, insurance commodities, coin collections, boats, jewelry, art, motor vehicles, recreation vehicles, second homes, cottages or any other saleable real property or other tangible items.

#14

RESOLUTION

CITY OF PONTIAC
Oakland County, Michigan

**RESOLUTION TO PROCEED IN CLOSED SESSION
TO CONSIDER AND DISCUSS CONFIDENTIAL LEGAL OPINIONS IN CONNECTION WITH
TRIAL OR SETTLEMENT STRATEGIES AND THE PURCHASE OF REAL PROPERTY**

RESOLUTION # _____

Minutes of a regular meeting of the City Council for the City of Pontiac, held at City Hall, 47450 Woodward Ave, Pontiac, MI on April 4, 2023 at 6:00 p.m., local time.

The following resolution was offered by Council member _____ and supported by Council member: _____:

WHEREAS, Section 8(e) of the Michigan Open Meetings Act provides that a public body may meet in Closed Session to consult with its attorney regarding settlement strategy in connection with pending litigation if an open meeting would have a detrimental financial effect on the litigation or settlement position of the City; and

WHEREAS, written confidential communications that are the subject of attorney-client privilege are exempt from disclosure and may be discussed in Closed Session pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268(h); and

WHEREAS, Section 8(d) of the Michigan Open Meetings Act provides that a public body may meet in Closed Session to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained; and

WHEREAS, the Michigan Open Meetings Act provides that a public body may meet in Closed Session to consider material exempt from discussion or disclosure by state or federal statute; and

WHEREAS, Section 13 of the Freedom of information Act provides that a public body may exempt from disclosure as a public record information or records that are subject to the attorney-client privilege (MCL 15.243(1)(g)); and

WHEREAS, the City has written confidential legal opinions related to active litigation and settlement strategy in regards to the national opioid settlements and the matters of *Katz v City of Pontiac* (Case No. 2022-195877-CH) and *Vanguard Equity Management, LLC v City of Pontiac* (Case No. 2022-197361-CH); and

WHEREAS, the City has written confidential legal opinions related to the purchase of real property.

NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session pursuant MCL 15.243(g) and to Sections 8(d), 8(e) and 8(h) of the Open Meetings Act (MCL 15.268(d), (e) and (h)), to discuss and consider written confidential legal opinions of counsel in connection with open litigation ripe for trial or settlement and the purchase of real property.

YEAS: Council Members _____

NAYS: Council Members _____

ABSTAIN: Council Members _____

RESOLUTION DECLARED ADOPTED.

Garland Doyle, Clerk
City of Pontiac

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, Garland Doyle, City Clerk, City of Pontiac, Michigan (the "County") does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on April 4, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____, 2023.

Garland Doyle, Clerk
City of Pontiac