

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., MiPMC, City Clerk

96th Session of the 11th Council
July 6, 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. June 26, 2023, Parks, Recreation and Public Works Subcommittee Meeting Minutes
- B. June 27, 2023, City Council Meeting Minutes
- C. Resolution approving updated Fireworks Permit for rain date of July 15, 2023, for Paramo Fireworks
- D. Resolution approving contract with ACP Entertainment for Festival Services for the City of Pontiac Family Fun Night on July 15, 2023
- E. Resolution approving updated Fireworks Permit for rain date of July 16, 2023, for M1 Concourse Fireworks
- F. Resolution approving contract with the Original Print Shoppe for Quarterly Newsletter Printing and Mailing Postage Expenses
- G. Resolution for General Liability and Property Insurance Policy

Special Presentation

1. Historic Appropriations Funding for Pontiac Initiatives included in State of Michigan Annual Budget
Presenters: State Senator Jeremy Moss and State Representative Brenda Carter

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinance

2. Municipal Code Ordinance Text Amendment to Amend Article 2, Chapter 94, Section 26 (Refuse containers and yard waste containers, specifications) to add Subsection (g) regarding regulation of waste containers storage. (Second Reading Postponed from June 27, 2023, City Council Meeting)

Resolutions

Department of Public Works (DPW)

3. Resolution approving contract with the Michigan Department of Transportation for Franklin Road Resurface Construction at \$1,069,200.

Mayor's Office

4. Resolution approving contract with Flock Camera Systems for continuation of services at an annual rate of \$42,500

Public Comment (Three Minutes Time Limit)

Discussions

5. Corrective Action Measures Submitted to Michigan Department of Treasury
6. Pontiac Pride and Beautification Nominations Open to July 15, 2023

Public Communications

City Council

7. Friends of the Pontiac Parks Association are hiring two Seasonal Part-Time Supervisors for their Junior Pontiac Park Ranger Program. The job will pay \$20 per hour, five hours per day, twenty-five hours per week. To apply, or to get more information, call (248) 425-4663.
8. Walk-N-Talk the "Doc," Honor Community Health Walking Club, Every Wednesday from May 17th to September 27, 2023, held at Wisner memorial Stadium, 441 Cesar E. Chavez, Pontiac 48342. For more information call (248) 724-7600.
9. Residents who are behind in paying their water bills or facing a service shut-off can get help from a partnership between the Oakland County Water Resources Commission and OLSHA. Those who qualify could get up to \$1,500 in payments on their water bills and stop a shut-off plan. This program is temporary and expires on September 30, 2023. Schedule an appointment with OLHSA to sign up by calling (248) 209-2600 or emailing info@olhsa.org.
10. Pontiac School District is seeking Mentors, Your Help is Needed for the Structured and Comprehensive Mentoring Program to Support Students at All Grade Levels, Email communications@pontiacschools.org for more information.
11. Kaleidoscope, a Celebration of LGBTQ+ Artists and Designers, Exhibit at the Pontiac Creative Arts Center Runs June 17 through July 23, 2023.
12. The School District and the City of Pontiac has announced the sponsorship of the Summer Food Service Program for children. Free meals will be made available to children 18 years of age and under or persons up to age 26 who are enrolled in a recognized educational program for the mentally or physically disabled. Breakfast and Lunch are provided at Whitman Elementary School (125 W. Montcalm in Pontiac) Monday Through Thursday between July 5-25, 2023. Breakfast Service is from 8:00 am to 9:00 am and Lunch Service is from 12:30 to 1:30 pm. WHRC (Whitmer Human Resource Center at 60 Parkhurst Street in Pontiac) is Monday Through Thursday between June 20-July 27, 2023 (closed on July 3-4). Breakfast Service is from 7:30 am to 9:00 am and 12:00 pm to 1:00 pm.
13. 40th Anniversary Celebration of the Pontiac Fiero, Happening July 12-16 Throughout Pontiac and at the CenterPoint Pontiac Marriott.

14. Elam Family and Friends Block Party, July 15, 2023, from 11:00 a.m. to 7:00 p.m., held at 485 S. Sanford, Pontiac 48341.
15. Andy Beningo for a Clean Night of Comedy, July 15, 2023, at 7:30 pm, held at Pontiac's Little Art Theatre, 47 N. Saginaw Street, Pontiac 48342
16. New Springfield Missionary Baptist Church Vacation Bible School, July 18 through 20, 2023 from 9:00 am to 3:00 pm, located at 124 Prospect Street, Pontiac 48341. For more information, including transportation assistance, contact the church at (248) 332-8242
17. New Springfield Missionary Baptist Church Community Picnic, July 22, 2023 from 12:00 pm to 5:00 pm, located at 124 Prospect Street, Pontiac 48341. All are welcome. For more information, contact the church at (248) 332-8242
18. Annual Summer Ice Cream Social, July 29 and 30, 2023 from 12:00 p.m. to 4:00 p.m. each day, free admission, and free ice cream, held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342.
19. Pontiac Theatre IV Auditions for Aladdin, Jr. on July 30, 2023, from 3:00 p.m. to 6:00 p.m., July 31 from 6:00 to 8:00 pm, and August 1 from 6:00 p.m. to 8:00 p.m. Contact Director Laura Johns at redskyatnight35@aol.com for more information.
20. 2023 Memorial VFW/AMVETS Classic Car Show, August 12, 2023, starting at 2:00 p.m., held at VFW Post 1370, 800 Cesar E. Chavez Avenue, Pontiac 48340, contact Keith Marbutt at (248) 425-4410.
21. M1 Concourse Cruise-In and Woodward Dream Parade, August 19, 2023, at 8:00 a.m., held at M1 Concourse, South Boulevard and Woodward Avenue in Pontiac.
22. Car Show in Downtown Pontiac During the Woodward Dream Cruise, as part of the M1 Concourse Woodward Dream Show, August 19, 2023, from 10:30 a.m. to 11:30 a.m., on North Saginaw Street between Pike and Huron Streets.
23. Pontiac Second Annual Praise Festival, August 27, 2023, from 2:00 p.m. to 7:00 p.m., held at Wisner Stadium Track Field on Cesar Chavez Avenue in Pontiac.

Mayor's Office

24. The City of Pontiac is currently accepting proposals for Fall 2023 Youth Recreation Programming, with a submission deadline of July 12, 2023. If you are interested in providing a youth program, please email your proposal and questions to purchasing@pontiac.mi.us for consideration no later than the July 12 deadline. Proposals submitted must pertain to sports and enrichment programs.
25. Pontiac Music in the Parks Series has started. Shows include June 29 at Galloway Lake Park (Sweet Willie Tea Performing), July 13 at North Kiwanis Park (Tribute to Soul Train, featuring The Sax Maniacs), August 3 at Beaudette Park (Dirk Kroll with special guests Accent Pontiac), August 10 at Aaron Perry Park (The Firewalkers with special guest El Charrito), August 24 at Rotary Park (Melanie Rutherford Performing), September 7 at Murphy Park (Persuasion with special guest Consuming Arts). All showtimes are 6:30 pm.
26. City of Pontiac Family Fun Day, July 15, 2023, held at Aaron Perry Park
27. Mayor Tim Greimel State of the City Address, July 27, 2023, from 6:00 to 8:00 pm, held at the CenterPoint Marriott, 3600 CenterPoint Parkway, Pontiac 48341. Registrations required, submit RSVP to Angela Powell at apowell@pontiac.mi.us or call (248) 758-3031

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA

A

Pontiac City Council Parks, Recreation, and Public Works

Subcommittee June 26, 2023 Meeting Minutes

Chair Councilwoman Kathalee James and Councilwoman Melanie Rutherford, present.
Councilman Mikal Goodman was absent. Meeting called to order at 12:00 p.m.

Grants Update, Alexandria Borngesser

Parks:

Mattie McKinney Hatchett Park Redevelopment Status

1. Crystal Lake Park OCPR Grant Agreement
2. RFP Update Re: ARPA Park Revitalization Program

DPW:

1. Senior Center CDBG Funding/Reprogramming
2. Opdyke Connector Project
3. Martin Luther King Bridge Funding Status
Pontiac Home Repair Program Status

Park Manager Update, Alex Zegarzewski

1. Status of hiring park crew members
2. Park Maintenance Plan
3. RFP update
4. Hawthorne Park / Oakland County Parks Agreement Update

Youth Recreation Manager Update, Tanesha Taylor

- Summer Programming
- Fall Planning

Community Center (McCarroll) Property Remediation Update, Deputy Mayor Stephens

PUBLIC WORKS UPDATE, Al Cooley

1. RFPs, Contracts and Agenda items.
 - a. Cemetery Services contract on June 30 agenda
 - b. Franklin Paving MDOT contract July 6th
 - c. RFP to add second Tree Contractor in process.
2. Street Paving, Sidewalks
 - a. CDBG sidewalk replacements finished for 2021 dollars, 2022 dollars RFP being completed.
 - b. Pavement repairs of Baldwin, Joslyn, Telegraph Ext., Elizabeth Lake, and Beverly underway.
 - c. Signal Modernization on Auburn has started, Walton to begin soon.
 - d. Finalizing work to Hazel, and Ottawa Park street work.
3. CDBE is actively looking for DPW space for the Department to move to. Meeting biweekly for updates. Looked at several building and still in talks to bring something to Council

- **PUBLIC COMMENT – Opportunity for Public Comment Provided**
- **ADJOURNMENT – Meeting adjourned at 1:20 p.m.**

CONSENT AGENDA B

June 27, 2023, Draft

**Official Proceedings
Pontiac City Council
95th 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, June 27, 2023, at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Pastor Kathy Dessureau

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

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

Mayor Greimel was present.
A quorum was announced.

Excuse Councilmembers

Motion to excuse Councilman Mikal Goodman for personal reasons. Moved by Councilperson Rutherford and second by Councilperson Parker.

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

No: None

Motion Carried

Amendments to and Approval of the Agenda

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

Motion to amend the agenda to remove item #4 (Resolution to approve the First Reading for a Zoning Map Amendment at 31. N. Astor Street) from the agenda. Moved by Councilperson Rutherford and second by Councilperson Carrington.

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

No: None

Motion Carried

Motion to amend the agenda to add two Special Presentations. (Announcing Funding Award to the City of Pontiac and Oakland County Water Resources Proposed Rate Changes) Moved by Councilperson Rutherford and second by Councilperson Carrington.

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

No: None

Motion Carried

The vote was taken to approve the agenda as amended.

June 27, 2023, Draft

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

No: None

Motion Carried

Councilwoman Rutherford was absent during the vote.

Consent Agenda

23-245 (A-D) **Resolution to approve the consent agenda for June 27, 2023.** Moved by Councilperson Parker and second by Councilperson Nicholson.

Whereas, the City Council has reviewed the consent agenda for June 27, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for June 27, 2023, including June 20, 2023, City Council Meeting Minutes, Resolution to amend and Extend Contract with AmeriScan for City Document Scanning Project, Resolution Updating Grant Agreement with Oakland County for Senior Center Upgrades, and Memo Informing Council of Salary Reconciliation for Ashley Johnson with Michigan indigent Defense Commission.

23-245 (B) **Resolution to amend and Extend Contract with AmeriScan for City Document Scanning Project.** Moved by Councilperson Parker and second by Councilperson Nicholson.

WHEREAS, The Purchasing Division has completed its due diligence by conducting the competitive bid process for Document Scanning Services in accordance with the City's municipal code, Division II. Purchasing, Section 2-519;

WHEREAS, The Purchasing Manager is requesting that Council approves the extension of an amendment with AmeriScan Imaging Services, Inc.

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council approves the contract amendment for CBRE, Inc. and authorizes the Mayor to execute the amendment.

23-245 (C) **Resolution Upgrading Grant Agreement with Oakland County for Senior Center Upgrades.** Moved by Councilperson Parker and second by Councilperson Nicholson.

WHEREAS, the City of Pontiac was awarded \$144,000 assigned to the Robert Bowens Center and \$150,000 assigned to the Ruth Peterson Center through the Oakland County Senior Center Matching Grant Program; and,

WHEREAS, the grant will allow the city to renovate and update structurally deficient, unsafe and inaccessible senior facilities so they can be used and enjoyed by the older adult and disabled communities in safe, inclusive, and innovative ways for years to come; and,

WHEREAS, the matching requirement for this Grant Program has been waived by Oakland County; and,

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

NOW THEREFORE, be it resolved that the Pontiac City Council hereby authorizes Mayor Tim Greimel to execute the amendments to the Agreement for Local Fiscal Recover Fund Distribution between Oakland County and the City of Pontiac for the Oakland County Senior Center Matching Grant Program for the awards assigned to the Ruth Peterson Center and the Robert Bowens Center.

Ayes: Nicholson, Parker, Carrington, James, McGuinness

No: None

Resolution Passed

Councilwoman Rutherford was absent during the vote.

Recognition of Elected Officials - None

June 27, 2023, Draft

Agenda Address

1. Deirdre Waterman addressed the budget (not on the agenda)
2. Ronnie Fleming addressed item #4 (removed from the agenda)
3. Darlene Clark addressed item #1(postponed for one week)

Special Presentations – Agenda Add-on

1. Announcing Substantial Financing Funding Award to the City of Pontiac – Mayor Tim Griemel
2. Oakland County Water Resources Proposed Rate Changes - Commissioner Jim Nash and Staff

Agenda Items

Ordinance

Motion to postpone Municipal Code Ordinance Text Amendment to Amend Article 2, Chapter 94, Section 26 (Refuse containers and yard waste containers, specifications) to add Subsection (g) regarding regulation of waste containers storage for one week. (Second Reading Postponed from June 6, 2023, City Council Meeting) Moved by Councilperson Rutherford and second by Councilperson Nicholson.

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

No: None

Motion Carried

Resolutions

Finance

23-246

Resolution to approve the proposed budget amendment for the Budget Year 2022-2023. Increase budget appropriation in the following GL Account 226-528-818.009 – Sanitation Services - \$400,000. Decrease in Sanitation Fund Balance - \$400,000. Moved by Councilperson Parker and second by Councilperson Rutherford.

WHEREAS the City Council appropriated \$3,138,400 in the current fiscal year (FY 2023) in the fund 226-Sanitation Fund to cover the cost of trash pickup services.; and,

WHEREAS more appropriation is necessary to pay the remaining invoices through June 2023; and,

WHEREAS this budget amendment decreases the fund balance in the 226-Sanitation fund; and,

NOW THEREFORE, BE RESOLVED, that the City Council hereby approves the proposed budget amendment for Fiscal Year 2022-23 as requested by the Administration as given below:

Increase budget appropriation in the following GL accounts:

226-528-818.009 – Sanitation Services	\$400,000
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Ayes: Rutherford, Carrington, James, McGuinness, Nicholson, and Parker

No: None

Resolution Passed

Planning

23-247

Resolution to approve the First Reading for a Zoning Map Amendment at 1461 Baldwin Avenue. Moved by Councilperson James and second by Councilperson Nicholson.

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance Map to rezone 0.21-acre parcel at 1461 Baldwin Avenue; specifically, to amend the Zoning Ordinance Map which list these properties as C-1 Local Business to C-3 Commercial Corridor.

June 27, 2023, Draft

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 June 27, 2023, to the City's Zoning Ordinance Map.

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

No: None

Abstain: Rutherford

Resolution Passed

Purchasing

23-248

Resolution for approval to award the bid and execute a contract with Covenant Cemetery Services. Moved by Councilperson Nicholson and second by Rutherford.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases.

WHEREAS, the Purchasing Manager is requesting approval to execute a City contract with Covenant Cemetery Services;

NOW, THEREFORE, The Pontiac City Council approves the Mayor or Mayor Designee to execute a City contract with Covenant Cemetery Services as stated herein.

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

No: None

Resolution Passed

Public Comment

1. Rahim Harris
2. Jackie Curry
3. Claude Vinegar
4. Dr. Deirdre Waterman
5. Billie Swazer
6. Karen Jorgensen
7. Darlene Clark
8. Chuck Johnson
9. Gloria Miller

Discussions

Links at Crystal Lakes Golf Course Private Sale Status Update

Communications

City Council and Mayor's Office

Mayor, Clerk and Council Closing Comments

Mayor Tim Greimel, Deputy Mayor Khalfani Stephens, Councilwoman Melanie Rutherford, Councilman Nicolson, Councilman William Parker Jr., Councilwoman Kathalee James, Council President Pro-Tem William Carrington and Council President Mike McGuinness made closing comments.

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Nicholson and second by Councilperson Carrington.

June 27, 2023, Draft

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

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 8:55 p.m.

Sheila R. Grandison
Deputy City Clerk

DRAFT

CONSENT AGENDA

C



Tim Greimel, Mayor
Khalfani Stephens, Deputy Mayor

TO: Honorable Council President and Members of the City Council

FROM: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: June 29, 2022

RE: Resolution to approve an application for fireworks display held in the parking lot of City Hall on July 15, 2023

Honorable City Council:

WHEREAS, the City has received an application for a permit for Antonio Paramo, operator, of fireworks display held in the parking lot of City Hall on July 15, 2023; and

WHEREAS, the Michigan Fireworks Safety Act (Public Act 256 of 2011) requires the legislative body of the City to authorize the permit application; and

WHEREAS, Antonio Paramo, operator of Pontiac, Michigan has agreed to provide pyrotechnics for the event, and has furnished proof of insurance in an amount necessary and approved by the City's insurance agent of record; and

WHEREAS, the application has been reviewed by Fire Department personnel and a determination has been made that the pyrotechnic operator and location meet the department's requirements for a fireworks display.

THEREFORE, BE IT RESOLVED that the City Council does hereby approve the application for a fireworks display operated by Antonio Paramo held in the parking lot of City Hall on July 15, 2023 and authorizes the City Clerk to execute the application on behalf of the City.

2023 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 250	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.	
<input type="checkbox"/> Agricultural or Wildlife Fireworks <input checked="" type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input checked="" type="checkbox"/> Public Display <input checked="" type="checkbox"/> Private Display <input checked="" type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
NAME OF PERSON PERMIT ISSUED TO Antonio Paramo		AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
ADDRESS OF PERSON PERMIT ISSUED TO 93 Parkhurst St			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION N/A			
ADDRESS			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)			
EXACT LOCATION OF DISPLAY OR USE Pontiac City Hall Parking Lot			
CITY, VILLAGE, TOWNSHIP Pontiac	DATE 07/01/2023	TIME Dusk	
BOND OR INSURANCE FILED <input type="checkbox"/> YES <input type="checkbox"/> NO Counselman M. McGuinness will be helping with, quote through XInsurance		AMOUNT \$300-1000 verbal Quote	

Issued by action of the Legislative Body of a <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____ <div style="text-align: center; font-size: 8px;">(Signature and Title of Legislative Body Representative)</div>

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



U.S. Department of Justice
 Bureau of Alcohol, Tobacco, Firearms and Explosives
 Federal Explosives Licensing Center (FELC)
 www.atf.gov

Federal Explosives Licensing Center
 244 Needy Road
 Martinsburg, West Virginia 25405
 telephone: (877)283-3352 fax: (304)616-4401
 10/18/2022

NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: PARAMO, ANTONIO
 NOTICE DATE: 10/18/2022

Federal Explosives License/permit no. 4-MI-125-54-5L-01635
 Expiration Date: November 1, 2025
 Explosives License/Permit Type: USER OF EXPLOSIVES

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

- 1 **WARNING.** Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- 2 **"DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- 3 **CHANGE IN RESPONSIBLE PERSONS.** You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.
- 4 **CHANGE OF EMPLOYEES.** You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

Residence Address:	331 VOORHISST PONTIAC, MI 48341
Mailing Address:	PARAMO, ANTONIO 331 VOORHISST PONTIAC, MI 48341

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S): 1
 Number of EMPLOYEE POSSESSOR(S): 0

LAST NAME, First Name, Middle Name	Clearance Status
RESPONSIBLE PERSONS: 0001PARAMO, ANTONIO	Cleared
EMPLOYEE POSSESSORS: 0	0

LAST NAME, First Name, Middle Name	Clearance Status
(continued)	

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970 and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown in this license is not transferable under 27 CFR 555.54. See "WARNINGS" and "NOTICES" on reverse.

Correspondence to: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431
Office for the Explosives Licensing Center (FELC)

Manuel Antonio
Name: **PARAMO, ANTONIO**

4-MI-125-54-5L-01635
November 1, 2025

Premises Address (Changes? Notify the Chief, ATF, 244 Needy Road, Martinsburg, WV 25405-9431)
**331 VOORHEIS ST
PONTIAC, MI 48341**

Type of License or Permit:
54-USER OF EXPLOSIVES

Purchasing Certification: The licensee or permittee named above shall use a copy of this license or permit to assist in the transfer of explosives to verify the identity and the legal status of the licensee or permittee as provided by 27 CFR Part 555. The original or a scanned copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature of the Chief of the Federal Explosives Licensing Center (FELC) or a responsible person of the ATF is a true and correct copy of all licenses or permits issued to the licensee or permittee named above and is a true business or operations specified above under "Type of License or Permit".

Mailing Address (Changes? Notify the Chief, ATF, 244 Needy Road, Martinsburg, WV 25405-9431)
**PARAMO, ANTONIO
331 VOORHEIS ST
PONTIAC, MI 48341**

Antonio Paramo
Licensee/Permittee/Responsible Person's Signature: **Antonio Paramo**
Position/Title: **MI-1-2022**
Printed Name: **Antonio Paramo**
Date: **MI-1-2022**

Previous Edition is Obsolete: **PARAMO, ANTONIO 4-11-2011** (Rev. 11-1-2011) (18 U.S.C. 855.54) (27 CFR 555.54) (ATF Form 5400-125-5400-15 Rev. 11-1-2011) Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here X

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **PARAMO, ANTONIO**

Business Name:

License/Permit Number: **4-MI-125-54-5L-01635**

License/Permit Type: **54-USER OF EXPLOSIVES**

Expiration: **November 1, 2025**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



U.S. Department of Justice
 Bureau of Alcohol, Tobacco, Firearms and Explosives
 Federal Explosives Licensing Center
 244 Neeley Road
 Martinsburg, West Virginia 25405

901090: MH/FLS
 5400
 File Number: 4MI01635

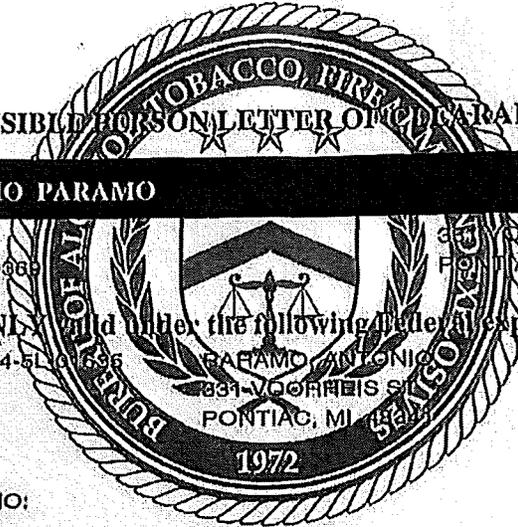
10/18/2022

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

ANTONIO PARAMO

OWNER
 (248)949-9369
 331 VORHEIS ST
 PONTIAC, MI 48341

and is ONLY valid under the following Federal explosive license/permit:
 4-MI-125-54-5L-636



Dear ANTONIO PARAMO:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard

Marna Howard
 Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service: If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
 Chief, FELC
 Attn: LOC Correction
 244 Neeley Road
 Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
 Chief, FELC
 Attn: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV

ANTONIO PARAMO

Responsible Person Letter of Clearance for:

FORM 100 (Rev. 11/1997) (FELC) (100) (0100) (0100)

Consumers 1.4G QTY Shots 1.3G Class B Display
(Commercial)

Case:

Snake Eyes	20	180
Wild One	16	128
Pulse Wave	16	448
99 Problems	9	297
Berserk	6	294
Level Up	8	168
Tropics	8	152
Viva Mexico	6	270

Shells:

3 Inch 110

Singe Cakes:

Neon Crushin It	4	100	
Neon Spectrum	5	575	
Smokey & Bandit	2	32	
Flash point	2		
Siezure	1	25	
Magical Neon Willow	1	26	
Patriots Games	1	10	
Blind Justice	1	10	
God of Thunder	2	46	
Fear the Reaper		1	35
2min 30sec	1	72	
Hawkeye	1	43	
Massive Wht Strobe	1	9	
Black Thunder	3	75	
White Lightining	1	16	
Black Lightining	1	16	
Shots Fired	1	49	
Guru	1	16	
AA Artillary	1	100	

M25:

100 Shots AB	2	200
100 Shots G	2	200
25 Shots AB	1	25
25 Shots B	1	25
25 Shots R	1	25
25 Shots G	1	25

Firing Systems

Ignite i18

- **Disposal:** All fireworks will be shot off, if any commercial fireworks are remaining they will be taken back to AcePyro Warehouse for storage.
Location: 13001 E AUSTIN RD MANCHESTER, MI 48158
Phone: 877-223-3552 Monday - Friday 9am - 5pm EST.
- **In case of inclement weather:** July 4th, 2023

Matt McGuinness- City Councilman Will be assisting with the 1st responder detail, and the Liability Insurance (XInsurance), and the Barrier/Block of the area.

(DRAFT- Donations are allowed)

CITY OF PONTIAC
DEPARTMENT OF BUILDING & SAFETY
 47450 Woodward Avenue
 Pontiac Michigan 48342
 248-758-2800/FAX 248-758-2827

APPLICATION FOR ZONING COMPLIANCE PERMIT

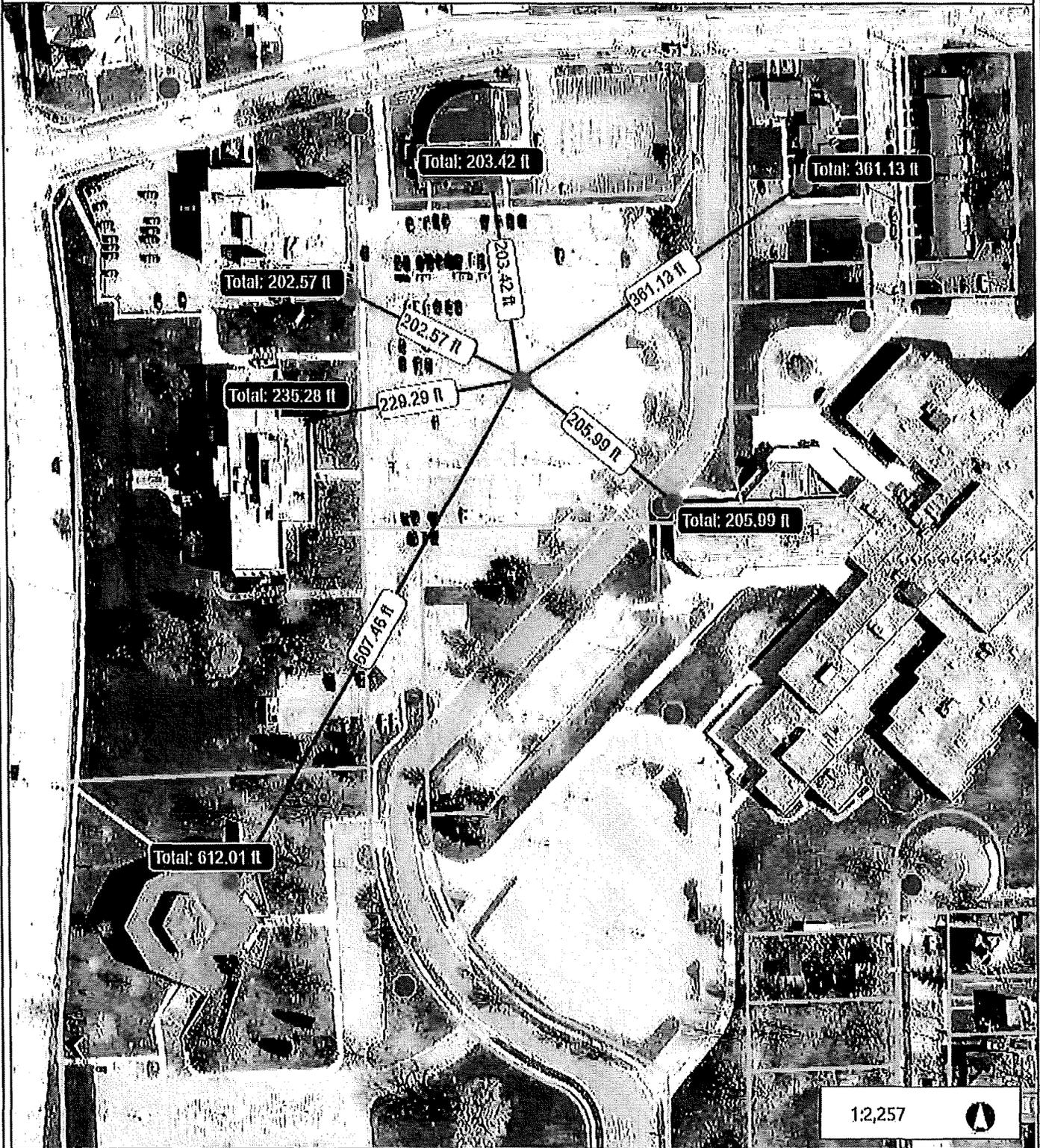
APPLICANT MUST COMPLETE ALL ITEMS IN SECTION I, II, III and IV. NOTE: SEPARATE APPLICATIONS MUST BE COMPLETED FOR PLUMBING, MECHANICAL, AND ELECTRICAL WORK PERMITS.

I. PROJECT INFORMATION			
Project Name Set July On Fire		Address City hall parking lot	
City PONTIAC	State MICHIGAN	County OAKLAND	Zip Code
Between		And	
II. IDENTIFICATION			
A. OWNER			
Name Antonlo & Shayna Paramo		Address 96 Parkhurst St	
City Pontlac	State MI	Zip Code 48342	Telephone Number 248-949-9369 (Antonlo) 248-818-8034 (Shayna)
C. CONTRACTOR			
Name N/A		Address	
City	State	Zip Code	Telephone Number
Bullders License Number		Expiration Date	
Federal Employer ID Number or Reason For Exemption		Workers Comp Insurance Carrier or Reason For Exemption	
Cell Number		E-Mail Address Sfraguada421@gmail.com (Shayna)	
MESC Employer Number or Reason For Exemption			
III. TYPE OF IMPROVEMENT AND PLAN REVIEW			
A. TYPE OF IMPROVEMENT			
1. ___ Fence Front Yard (not to exceed four feet in height) 2. ___ Fence Rear Yard (not to exceed six feet in height) Chain Link Privacy 3. ___ Detached Garage/Shed 4. Service Sidewalk 5. Driveway 6. <input checked="" type="checkbox"/> Other ___ Firework Show/ Event			
A Non-Refundable Fee of \$150.00 Zoning Compliance Review fee will be charged for processing			
APPLICANT IS RESPONSIBLE FOR THE PAYMENT OF ALL FEES AND CHARGES TO THIS APPLICATION AND MUST PROVIDE THE FOLLOWING INFORMATION.			
Name Antonlo Paramo		Telephone Number 248-949-9369	
Address 96 Parkhurst St	City Pontlac	State MI	Zip Code 48342



Pontiac City Hall Parking Lot Fireworks distances.

Map Title



1:2,257



0.1 0 0.04 0.1 Miles

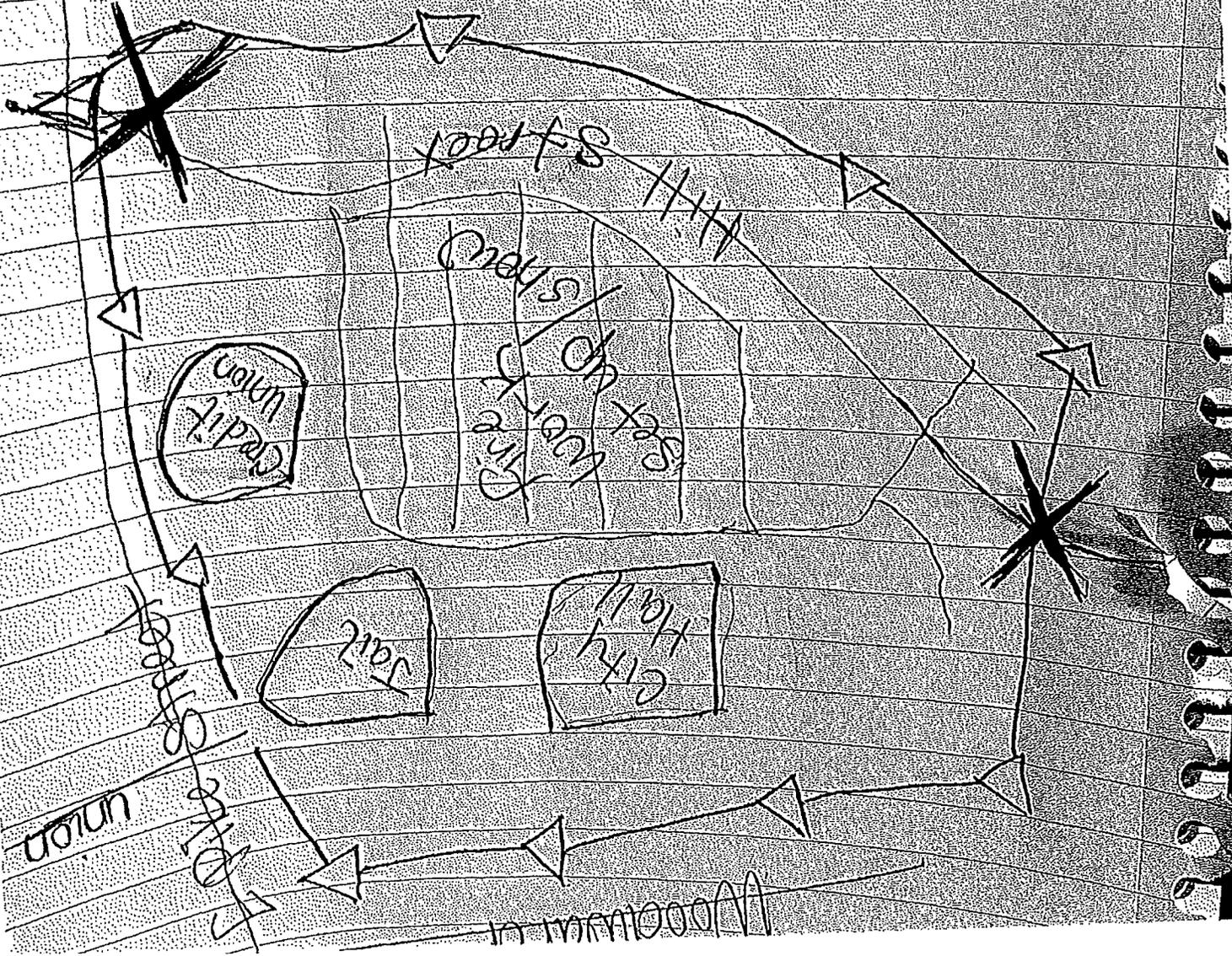
SOURCES: The Charters Township of Waterford and Oakland County, MI. Oakland County parcel data, Updated weekly.

DISCLAIMER: Information depicted herein is for reference purposes only. It was compiled from the best available resources which have varying degrees of accuracy. This map is not a legally recorded map nor a survey and is not intended to be used as such. The Charter Township of Waterford assumes no responsibility for error that arise from this map.

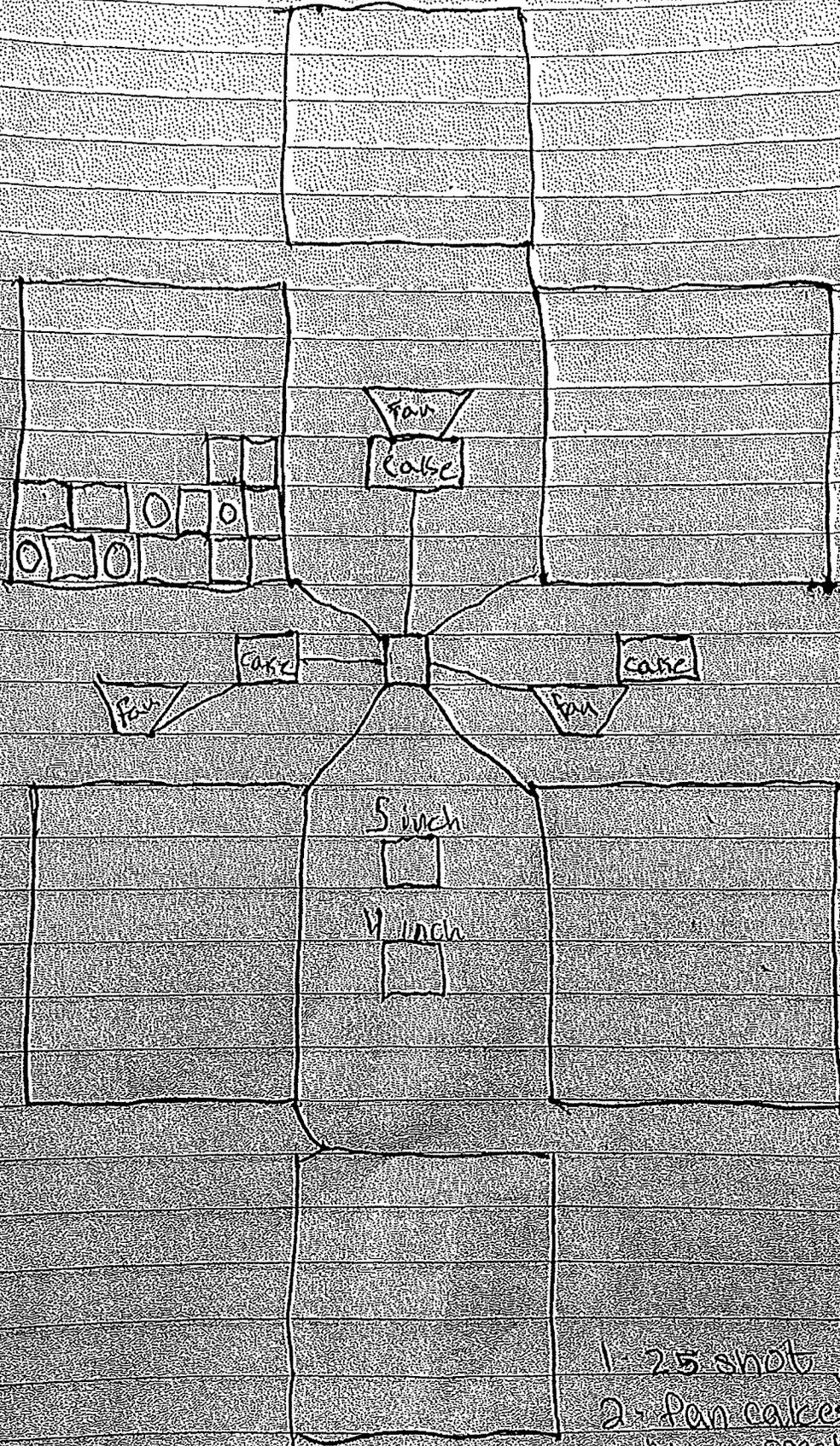
E Pike Street

Bar

1st
Responder
and our
Entrance



Show Setup



1. 2.5 shot
2. Pan cakes
" Neon Spectrum



WATERFORD REGIONAL FIRE DEPARTMENT

2495 Crescent Lake Road • Waterford, MI 48329

Phone: 248.673.0405 • Fax: 248.674.4095

www.waterfordmi.gov

-
- Matthew Covey *Fire Chief* • Carl Wallace *Deputy Fire Chief* • Wayne Peruski *Fire Marshal*

Thursday, June 16, 2023

To: Honorable Council President and Members of the City of Pontiac Council

From: Fire Chief Matt Covey

Re: July 1st, 2023, City Hall Parking Lot Fireworks Display

I have reviewed the application for fireworks to be held in the Parking lot of City Hall 47450 Woodward Ave, Pontiac Mi 48342 on the night of July 1st, 2023. Antonio Paramo operator meets all the required criteria, and the location has been approved by our department.

- Michigan Application for Fireworks Other Than Consumer or Low Impact (received)
- Federal Explosives License/Permit (18 U.S.C. Chapter 40) (received)
- Federal Responsible Person Letter of Clearance (Bureau of Alcohol, Tobacco, Firearms and Explosives) also list responsible person(s) and Employees Possessors. (received)
- Certificate of Insurance showing the City of Pontiac and other authorities listed as Insured.
- Security Plan (this is to maintain the safety zone distance)
- Map showing Safety Zone 70ft. radius per 1 inch of shell size being used. Including a list of fireworks and max size of 3 inch.
- Map of layout of fireworks display and set up.

I have no issue with the approval of this application and event.

Respectfully submitted.

Fire Chief Matt Covey

**CONSENT
AGENDA
D**



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Khalfani Stephens, Deputy Mayor

CC: Mayor Tim Greimel

DATE: June 30, 2023

RE: **Resolution to authorize the Mayor to enter into contract with ACP Entertainment to provide a mini carnival**

The City of Pontiac Youth Recreation department has been working in conjunction with the City's Purchasing Division to cost out a family fun night for Pontiac to enjoy this summer. Several companies were solicited to determine if they were available for the planned date. Of the eight that were solicited, only one was able/ willing to provide the service on the date of July 15, 2023 and also, they were the lowest bidder. The following resolution is to authorize entering an agreement with that company to provide the activity as a sole source.



CITY OF PONTIAC CITY COUNCIL

Council Resolution to authorize the Mayor to enter into an agreement with ACP Entertainment to provide a mini carnival on July 15, 2023

WHEREAS, the City of Pontiac solicited responses from eight vendors to hold a family fun night (mini carnival) on July 15, 2023; and

WHEREAS, only one respondent had that date available; and

WHEREAS, that respondent was also the lowest bidder at \$51,849.62;

NOW THEREFORE, BE RESOLVED, City Council hereby authorizes the Mayor or Deputy Mayor to enter into a contract with ACP Entertainment to provide a mini carnival on July 15, 2023 at Aaron Perry park.



SOLE SOURCE JUSTIFICATION FORM

According to the National Association of State Procurement Officials, a "sole source" procurement can be defined as any (purchase) or contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements. Although cities generally do not permit non-competitive procurements by statute, exceptions are allowed where competition is not feasible. Examples of acceptable exceptions from the competitive procurement process may include: 1. only one known source exists for supplies or services as determined by documented research; 2. no other reasonable alternative source exists that meets the agency requirements; 3. only one source meets the business needs of the agency/city (e.g., compatibility, unique feature to meet City's business need, etc.); and 4. procurement of public utility services. Please use this form if a purchase is in accordance with the definition provided herein.

Department Name:

Youth and Recreation

Supplier/Vendor: ACP Entertainment (Vendor ID 00000899)

Product/Service General Description: Carnival Rides and Games

Manufacturer (if applicable): Various

Model (if applicable): Various

Requisition Number: TBD

Estimated Value: \$51,850

1. Describe the intended use for this product or service:

Carnival rides and games are necessary for the advertised Family Fun Night that the City will host at Aaron Park

2. Describe the unique features that make this product or service available only from this supplier:

ACP is the only local supplier that can provide the quantity & affordable price within the required time frame.

3. Describe why these unique features are required.

The event calls for carnival rides and games, which are necessary to have a successful community event.

4. Describe the process used to select this product, service or supplier. If applicable, provide supporting documentation including company contact information, product or service information and proposals.



Alicia Martin
Printed Name

Purchasing Manager
Printed Title

Alicia Martin
Purchasing Manager's Signature

6/28/2023
Date

Youth Recreation – 6/28/2023

Sole Source Explanations (not indicated on form).

4 & 6. I called the following 9 suppliers to find out if they could provide the carnival rides and games for the July 15 event and they could not:

- Schmidt Amusements – Standish, Michigan
- Arnold's Amusements – Traverse City, Michigan
- Lisko Family Amusements – Lowellville, Ohio
- McGuinness Amusements – Strongsville, Ohio
- Da Campbell Amusements Ltd – Ontario, Canada
- Elliott's Amusements – Mason, Michigan
- North American Midway Entertainment – Farmland, Indiana
- Maple Leaf Amusements – Breckenridge, Michigan

Please see attached emails from Elliott's Amusements and North American Midway Entertainment. ACP Entertainment, located in Center, Michigan, will provide the carnival rides and games for the July 15 event.

9. The Purchasing Manager will work with the Youth Recreation Manager to complete a Request for Quote in 2023 for the 2024. This will help to determine if the City can obtain better responses if suppliers have not booked their calendars for 2024.

Alicia Martin

From: Tanesha Taylor
Sent: Wednesday, June 28, 2023 10:24 AM
To: Alicia Martin
Subject: Fwd: [WEBSITE FORM SUBMISSION] Booking Form Submission

Get [Outlook for IOS](#)

From: Deb Elliott <debellott01@gmail.com>
Sent: Monday, June 5, 2023 9:10:22 PM
To: Tanesha Taylor <Ttaylor@pontiac.mi.us>
Subject: Re: [WEBSITE FORM SUBMISSION] Booking Form Submission

We are already booked for this year. Thanks for considering us.

On Mon, Jun 5, 2023, 4:24 AM <website-services@mwdnoc.net> wrote:

MESSAGE FROM WEBSITE Elliott's Amusements - Booking Information Form

Contact Details:

Name: Tanesha Taylor
e-Mail: Ttaylor@pontiac.Mi.us
Company: City of Pontiac
Address: 47450 Woodward
City/State/Zip: Pontiac , MI, 48342
Phone: 2487583039
Best Time to Contact: Mornings

Event Information:

Event Name: Family Fun Night
Event Location: Aaron Perry Park
Event Website:
Event Opening Date: 07/15/2023
Event Closing Date: 07/15/2023
Number of years for event: 1st
Estimated Attendance: 2000-5000
Prior Carnival at event: Yes

Other Event Information:

Mornings

Alicia Martin

From: Tanesha Taylor
Sent: Tuesday, June 27, 2023 5:43 PM
To: Alicia Martin
Subject: Email info for carnival

We are already booked for this year. Thanks for considering us.

On Mon, Jun 5, 2023, 4:24 AM <website-services@mwdnoc.net> wrote:
MESSAGE FROM WEBSITE Elliott's Amusements - Booking Information Form

Contact Details:

Name: Tanesha Taylor
e-Mail: Ttaylor@pontiac.Mi.us
Company: City of Pontiac
Address: 47450 Woodward
City/State/Zip: Pontiac , MI, 48342
Phone: 2487583039
Best Time to Contact: Mornings

Event Information:

Event Name: Family Fun Night
Event Location: Aaron Perry Park
Event Website:
Event Opening Date: 07/15/2023
Event Closing Date: 07/15/2023
Number of years for event: 1st
Estimated Attendance: 2000-5000
Prior Carnival at event: Yes

Other Event Information:

Mornings

See email below!

From: Lynda Franc <lynda@namidway.com>
Sent: Monday, June 5, 2023 1:12 PM
To: Tanesha Taylor <TTaylor@pontiac.mi.us>
Subject: Re: [<External>] RE: [<External>] New submission from Short Contact Form

Hello Tanesha,



100 84th St. Suite 110 Byron
Center, MI, 49315

(616) 826-8220

QUOTE

Quote #: 15989573

Quote Date: 6/28/2023

www.acpentertainment.com

info@acpentertainment.com

Customer Information

Contact: Tanesha Taylor

Cell: (248) 943-5177

Business:

Home:

Email: TTaylor@pontiac.mi.us

Contact Address:

47450 Woodward Ave

Pontiac, MI 48342

Event Information

Start Date: 7/15/2023 5:00pm

End Date: 7/15/2023 10:00pm

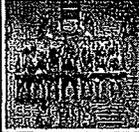
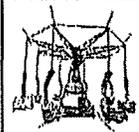
Delivery method: Fully Staffed

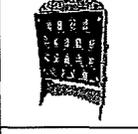
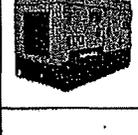
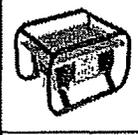
Surface type: Grass - No Stakes

Event Address:

47450 Woodward Ave

Pontiac, MI 48342

	Name	Price	Qty	Total
	40' Ferris Wheel (10 Seat)	\$7,350.00	1	\$7,350.00
	Cyclone Swing	\$2,500.00	1	\$2,500.00
	Phantoms Revenge Ride	\$2,500.00	1	\$2,500.00
	Little Wheel (Kiddie Ferris Wheel)	\$2,500.00	1	\$2,500.00
	Frog Hopper	\$3,050.00	1	\$3,050.00
	Lost Treasures Funhouse	\$2,500.00	1	\$2,500.00
	Velocity Super Slide	\$3,800.00	1	\$3,800.00
	Hypnotic	\$2,500.00	1	\$2,500.00
	Mind Winder Ride	\$2,500.00	1	\$2,500.00
	Ballistic Swing Ride	\$2,500.00	1	\$2,500.00
	Spinning Berry	\$1,750.00	1	\$1,750.00
	Water Race Game Trailer (Prize every 3-4 minutes)	\$3,350.00	1	\$3,350.00
	Jungle Chase Game Trailer (1 prize every 3-4 minutes)	\$3,350.00	1	\$3,350.00
	Giant Jenga	\$50.00	1	\$50.00

	Dunk Tank	\$325.00	1	\$325.00
	Mega Ring Toss	\$200.00	1	\$200.00
	Clowning Around	\$200.00	1	\$200.00
	Ring Toss	\$60.00	1	\$60.00
	G21 60kw Generator	\$525.00	1	\$525.00
	G22 60 KW Generator	\$525.00	1	\$525.00
	G19 20KW Generator	\$425.00	1	\$425.00
	(Red) Mini Cam Distro Box	\$50.00	1	\$50.00
	(Silver) 50 Amp Distro Box	\$50.00	1	\$50.00
	(White) 50a & 20a Distro Box	\$50.00	1	\$50.00

Rentals subtotal	\$42,610.00
Distance Charges	N \$9,239.62
Total	\$51,849.62
Amount Paid	\$0.00
Balance Due	\$51,849.62

Note: Quotes must be confirmed by our staff before equipment is reserved.

**CONSENT
AGENDA
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Tim Greimel, Mayor
Khalfani Stephens, Deputy Mayor

TO: Honorable Council President and Members of the City Council
FROM: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens
DATE: June 26, 2022
RE: Resolution to approve an application for Cars Under the Stars fireworks display at M1 Concourse on July 16, 2023

Honorable City Council:

WHEREAS, the City has received an application for a permit for Cars Under the Stars Fireworks Spectacular fireworks display to be held at M1 Concourse- 1 Concourse Drive, Pontiac, MI, 48341 on July 16, 2023; and

WHEREAS, the Michigan Fireworks Safety Act (Public Act 256 of 2011) requires the legislative body of the City to authorize the permit application; and

WHEREAS, pursuant to MCL 28.466 of the Michigan Fireworks Safety Act, the City “may grant a permit for” a fireworks display; and

WHEREAS, Gen-X Pyrotechnics of White Lake, Michigan has agreed to provide pyrotechnics for the event, and has furnished proof of insurance in an amount necessary and approved by the City’s insurance agent of record; and

WHEREAS, the application has been reviewed by Fire Department personnel and a determination has been made that the pyrotechnic operator and location meet the department’s requirements for a fireworks display; and

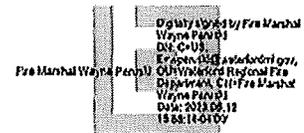
WHEREAS, the City anticipates this fireworks display event will require the deployment of additional law enforcement to help effectively manage safety concerns and increased traffic due to event participants.

THEREFORE, BE IT RESOLVED that the City Council does hereby approve the application for a fireworks display at M1 Concourse – 1 Concourse Drive, Pontiac, MI 48341 on July 16, 2023 and authorizes the City Clerk to execute the application on behalf of the City, on the condition that Gen-X Pyrotechnics, as the applicant, and/or M1 Concourse, as the event host, agrees to enter into a contract with the City for the reimbursement of the reasonable costs associated with the safety and traffic management appropriate for this event prior to July 16, 2023.

2023 M1 Concourse

GEN-X PYROTECHNICS

FD APPROVED



Gen-X Pyrotechnics offers the highest quality custom pyrotechnics designed specifically to meet the needs of our clients. We are a local company that markets on word of mouth advertising and now on the web. We specialize in one of a kind shows.

In this constantly changing world of pyrotechnics we strive to learn the most up-to-date innovations so we can continue to hone our craft.

We take pride in being trained in all the local and federal safety regulations and guidelines.

Jason Trudeau

Jason Trudeau



248.252.0029



genxpyro@comcast.net
info@genxpyrotechnics.com



www.genxpyrotechnics.com

2023 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 260

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

Agricultural or Wildlife Fireworks Articles Pyrotechnic Display Fireworks
 Public Display Private Display
 Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT M1 Concourse		ADDRESS OF APPLICANT	AGE OF APPLICANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR Gen-X Pyrotechnics		ADDRESS OF PYROTECHNIC OPERATOR 2906 Pine Needle Dr, White Lake, MI 48383	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO
NO. YEARS EXPERIENCE 20+	NO. DISPLAYS 350+	WHERE Various locations in Michigan	
NAME OF ASSISTANT See Attached		ADDRESS OF ASSISTANT See Attached	AGE OF ASSISTANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF OTHER ASSISTANT See Attached		ADDRESS OF OTHER ASSISTANT See Attached	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO
EXACT LOCATION OF PROPOSED DISPLAY M1 Concourse Track/Field			
DATE OF PROPOSED DISPLAY 6-25-23 RainDate 7-16-23		TIME OF PROPOSED DISPLAY Dusk	
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT ATF approved storage magazines			
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) See Attached		NAME OF BONDING CORPORATION OR INSURANCE COMPANY See Attached	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY See Attached			
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)		
	See Attached		
SIGNATURE OF APPLICANT <i>Jason Trudeau</i>			DATE 5/30/23

2023 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 258	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	---

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.
<input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks		PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION) June 28, 2023
<input type="checkbox"/> Public Display <input type="checkbox"/> Private Display		
<input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		
NAME OF PERSON PERMIT ISSUED TO Jason Trudeau		AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF PERSON PERMIT ISSUED TO 2806 Pine Needle Drive, White Lake MI 48383		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION Gen-X Pyrotechnics		
ADDRESS 2806 Pine Needle Drive, White Lake, MI 48383		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) See Attached		
EXACT LOCATION OF DISPLAY OR USE M-1 Concourse, 1 Concourse Drive, Pontiac, MI 48342		
CITY, VILLAGE, TOWNSHIP City of Pontiac, MI	DATE	TIME
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		AMOUNT \$5,000,000

Issued by action of the Legislative Body of a <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of <u>Pontiac</u> on the _____ day of _____
_____ (Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

Certificate of Insurance

36364

Issue Date: 6/12/2023

PRODUCER
 Professional Program Insurance Brokerage
 Division of SPG Insurance Solutions LLC
 1304 Southpoint Blvd., Suite 101
 Petaluma, CA 94954

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 Gen-X Pyrotechnics, Inc.
 2906 Pine Needle Dr
 White Lake, MI 48383

INSURER A: Certain Underwriter's at Lloyd's, London - AA-1128623

INSURER B:

INSURER C:

INSURER D:

COVERAGES:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	PY/23-0125	6/9/2023	6/9/2024	EACH ACCIDENT	\$5,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$5,000,000
					PRODUCTS-COMP/ OPS AGG	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is additional insured as respects the following:

Date(s) of Display:	6/25/2023
Location:	M1 concourse
Additional Insured:	city of Pontiac
Rain Date(s):	
Type of Display:	Aerial Fireworks Display

CERTIFICATE HOLDER
 m1 concourse 164 South Blvd W Pontiac mi 48341

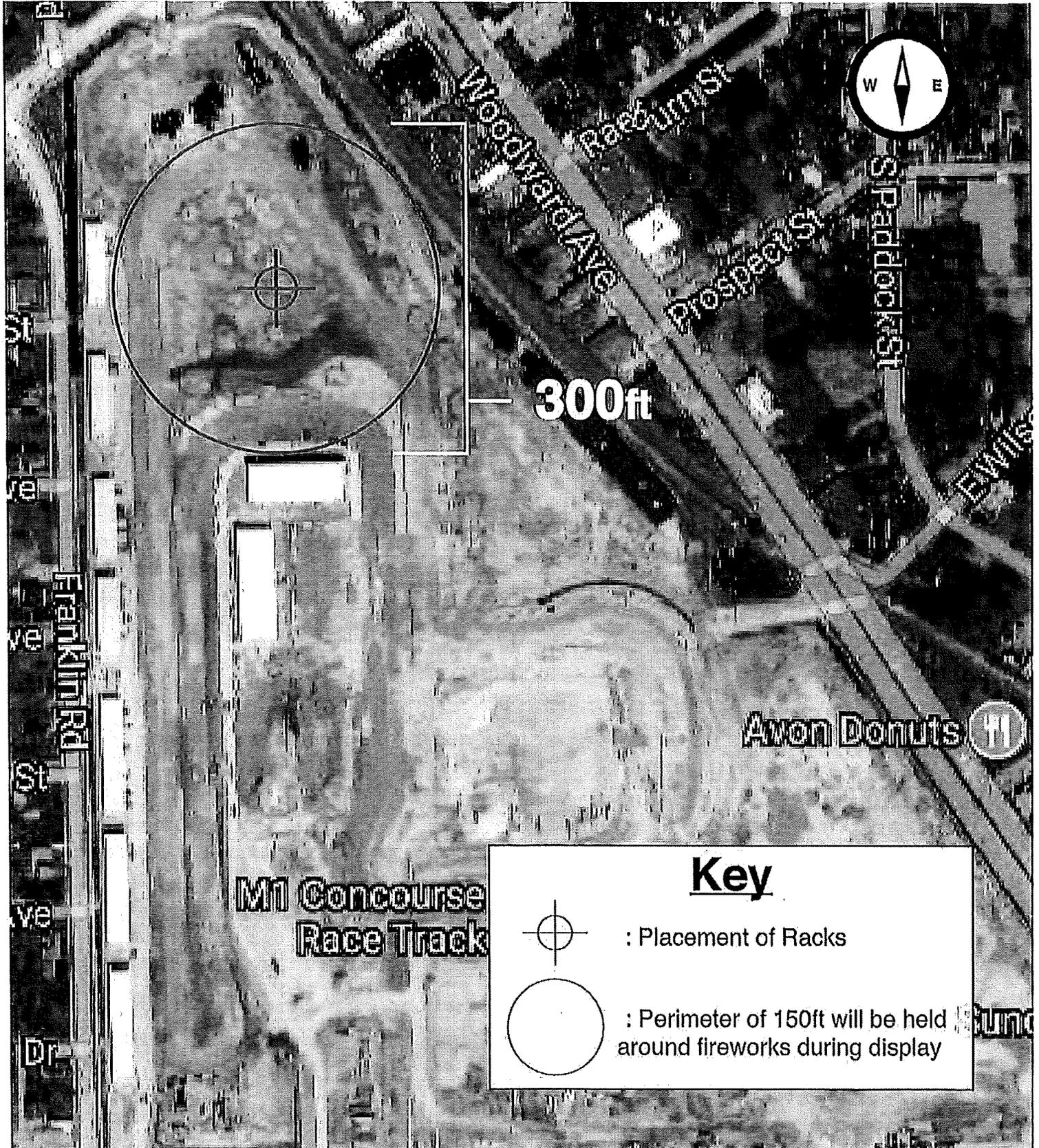
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Susan Etter
 AUTHORIZED REPRESENTATIVE

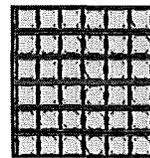
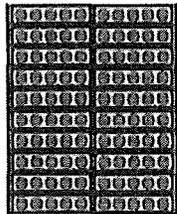
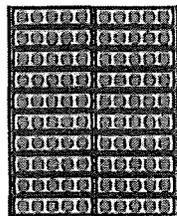
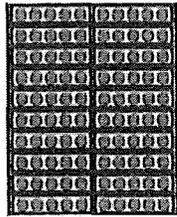
M1 Concourse

Distance- 300 ft diameter

NFPA regulation



M-1 Concourse June 25th, 2023



← 6+ - 4" racks



← 10+ - MultiShot Boxes

28+ - 3" rack →

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

ATF 5400.14/5400.15 Part 1

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 4-MI-125-54-4F-01210
Chief, Federal Explosives Licensing Center (FELC) <i>Mama Howard</i>	Expiration Date June 1, 2024

Name
GEN X PYROTECHNICS

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**2906 PINE NEEDLE DR
WHITE LAKE, MI 48383-**

Type of License or Permit
64-USER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

GEN X PYROTECHNICS
2906 PINE NEEDLE DR
WHITE LAKE, MI 48383-

Licensee/Permittee Responsible Person Signature	Position/Title
Printed Name	Date

ATF Form 5400.14/5400.15 Part 1
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name: GEN X PYROTECHNICS	
Business Name:	
License/Permit Number: 4-MI-125-54-4F-01210	
License/Permit Type: 64-USER OF EXPLOSIVES	
Expiration:	June 1, 2024
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: MH/FLS
5400
File Number: 4MI01210

05/19/2021

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

JASON ANTHONY TRUDEAU

PRESIDENT
(248)252-0028

2906 PINE NEEDLE DR
WHITE LAKE, MI 48383

and is **ONLY** valid under the following Federal explosives license/permit:

4-MI-126-54-4F-01210

GEN X PYROTECHNICS
2906 PINE NEEDLE DR
WHITE LAKE, MI 48383

Dear JASON TRUDEAU:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. This clearance is only valid under the license or permit referenced above.

Sincerely,

Marna Howard
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

JASON ANTHONY TRUDEAU

Responsible Person Letter of Clearance for:

MSDS - *Material Safety Data Sheet*
UN0335, FIREWORKS 1.3G, PGII

Emergency Call Info Trac (800) 535-5053 ACE Pyro Contract #100630

Section II - Hazardous Ingredients / Identity Information

Contains Pyrotechnic Compositions that are mixtures of solid oxidizers and fuels that contained in paper and cardboard containers. No Hazard exists during normal handling and storage.

OSHA PEL - N/A ACGIH TLV - N/A

OTHER LIMITS - N/A

Section III - Physical / Chemical Characteristics

Boiling Point: - N/A Specific Gravity: - N/A

Vapor Pressure: - N/A Melting Point: - N/A

Vapor Density: - N/A Evaporation Rate: - N/A

Solubility in Water: - N/A

Appearance and Odor: - Pyrotechnic Composition is contained in paper or cardboard casings that may be shaped as cylinders, balls or tubes. Odor is not apparent.

Section IV - Fire and Explosion Hazard Data

Flash Point: - N/A Flammable Limits: - N/A

LEL: - N/A UEL: - N/A

Extinguishing Media: Deluge with large quantities of water as quickly as possible by FIRE HOSE from a PROTECTED location. Materials are self-oxidizing.

Special Fire Fighting Procedures: Do not attempt to fight a fire in the immediate area of 1.3G Fireworks- EVACUATE THE AREA.

Section IV - Fire and Explosion Hazard Data- Continued

Unusual Fire and Explosion Hazards: Fireworks 1.3G MAY MASS EXPLODE IN A FIRE. DO NOT ALLOW FIREWORKS TO GET WET- Hazardous Decomposition May Result in a FIRE or EXPLOSION. EXPLOSION MAY OCCUR IF EXPOSED TO SPARKS OR FLAME.

Section V - Reactivity Data

Stability: - Stable

Conditions to Avoid: - Open Flames, Sparks, High Temperatures, Friction or Impact.

Incompatibility (*Materials to Avoid*): - Do Not Allow Fireworks to Get Wet.

Hazardous Decomposition or Byproducts: - Decomposition does not occur under normal circumstances. Smoke Generated by Fireworks may contain gasses that are irritating to the eyes or mucous membranes. Prolonged Exposure and Inhalation of smoke may cause shortness of breath or more serious problems when a chronic respiratory condition exists.

Hazardous Polymerization: Will Not Occur

Conditions to Avoid: - Storage in High Temperatures, Moist or Wet Conditions, Keep away From Open Flame or Sparks.

Section VI -- Health Hazard Data

Route(s) of Entry: - N/A Inhalation: -N/A Skin: - N/A Ingestion: - N/A

Health Hazards (Acute and Chronic): - N/A

Carcinogenicity: N/A NTP?: - N/A IARC Monographs?: -N/A

OSHA Regulated: - NO

Signs and Symptoms of Exposure: - Prolonged Exposure to smoke that is Generated during Normal use of Fireworks may cause Irritation to Eyes and to Mucous Membranes.

Medical Conditions Generally Aggravated by Exposure: - Eye Sensitivity, Respiratory Conditions.

Emergency and First Aid Procedure: - EYES should be flushed with water. Move to Fresh Air and avoid additional Inhalation of Smoke.

Section VII -- Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled: - If Fireworks are spilled, carefully pick up the material and place in a Cardboard Carton. Keep OPEN FLAMES and Sparks AWAY and NO SMOKING.

Waste Disposal Method: - Fireworks that fail to go off should be soaked in a bucket of water and returned to the source where it was obtained. Dry components or powder should be carefully swept up and placed in a cardboard container then soaked with water. Burning of Fireworks Waste must be performed in compliance with local and state laws.

Precautions in Handling and Storing: - Keep from OPEN FLAMES, NO SMOKING, AVOID IMPACT of MATERIALS and CONTAINERS of MATERIALS, STORE FIREWORKS IN A COOL AND DRY ENVIORNMENT. FIREWORKS 1.3G MUST BE STORED AND TRANSPORTED IN COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

Other Precautions: - UN0335 Fireworks 1.3G can cause SERIOUS INJURY or DEATH. They should only be Handled by Properly Trained and Qualified Personnel. When Shooting these Fireworks; PERSONNEL SHOULD WEAR PROPER EYE PROTECTION, HEAD PROTECTION AND NON-SYNTHETIC CLOTHING.

Section VIII -- Control Measures

Respiratory Protection: N/A

Ventilation: - N/A Local Exhaust: - N/A Special: - N/A

Mechanical: -N/A Other: - N/A

Protective Gloves:- N/A Eye Protection: - When Shooting Fireworks 1.3G

Other Protective Clothing or Equipment: - Protective Head Gear and Non-Synthetic Clothing when Shooting Fireworks 1.3G.

Work / Hygienic Practices: - Store Fireworks in a Cool Dry and Well Ventilated area. Protect Against Physical Damage and Moisture. Fireworks should be Isolated from all Heat Sources, Sparks and Open Flame. No Smoking.



Firework Disposal Procedure

Please follow the two simple guidelines below for the proper disposal of any unused display fireworks

1. If any display fireworks are found, submerge the firework in a five-gallon bucket of water.
2. Contact Jason Trudeau with Gen-X Pyrotechnics for proper pickup.

Gen-X Pyrotechnics will pick up any unused display fireworks and take them to an authorized facility for a proper disposal.



248.252.0029



genxpyro@comcast.net
info@genxpyrotechnics.com



www.genxpyrotechnics.com





WATERFORD REGIONAL FIRE DEPARTMENT

2495 Crescent Lake Road • Waterford, MI 48329
Phone: 248.673.0405 • Fax: 248.674.4095
www.waterfordmi.gov

Matthew J. Covey, *Fire Chief* • Carl J. Wallace, *Deputy Fire Chief* • Wayne J. Peruski, *Fire Marshal*

Fireworks Display Permit #PSE23-006

M1 Concourse Fireworks Display

06/12/2023

Gen-X Pyrotechnics / Jason Trudeau
2906 Pine Needle Dr.
White Lake, Mi. 48383

Congratulations, Your Permit Application for a Fireworks display permit has been approved.

The 2015 IFC requires that the following codes be adhered to. Section 5608.1 General. Outdoor fireworks display, use of pyrotechnics before a proximate audience and pyrotechnic special effects in motion picture, television, theatrical and group entertainment productions shall comply with Sections 5608.2 through 5608.10 and NFPA 1123 or NFPA 1126.

Application Details

- Display date 06/25/2023 @ Dusk 10-11pm
- Sponsoring Organization – M1 Concourse
- Fireworks coordinator – Jason Trudeau (248)-252-0029 genxpro@comcast.net
- Event Location – M1 Concourse – north grass area inside loop of track (grass)
- Set up Location – inside track loop, north end towards Rapid Street / Gate 4
Contact Fire Marshal Division Prior to event 248-673-0405)

This permit Application was reviewed and approved by on 06/12/2023

Assistant Chief / Fire Marshal - Wayne Peruski

CONSENT AGENDA

F



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Khalfani Stephens, Deputy Mayor

CC: Mayor Tim Greimel

DATE: June 30, 2023

RE: **Resolution to authorize payment for newsletter printing**

The City of Pontiac recently printed and delivered newsletters to all residents of the community. The total cost for this endeavor including postage was \$12,991.35. This amount exceeds the \$10,000 threshold for council approval. This item was sent to the City Council for transparency's sake. The bulk of that cost (\$7,822.91) was not an actual service by the business, but a pass through for the cost of postage. In the future, we will have those items billed separately. Additionally, the City will conduct an rfp process to choose a standard printer for the majority of printing activity.



CITY OF PONTIAC CITY COUNCIL

Resolution to authorize payment for newsletter printing

WHEREAS, the City of Pontiac solicited responses from three vendors to print and deliver a newsletter to residents; and

WHEREAS, two companies responded to the request; and

WHEREAS, one company was able to provide the requested service in the requested time frame at a total cost of \$12,991.35; and

WHEREAS, \$7,822.91 was a passthrough cost for postage;

NOW THEREFORE, BE RESOLVED, City Council hereby authorizes payment to The Original Print Shoppe in the amount of \$12,991.35 for printing and delivery of the newsletter.

Paula Bridges

From: Jason Bauer <info@originalunionprinter.com>
Sent: Wednesday, May 17, 2023 7:38 PM
To: Paula Bridges
Subject: Re: Design Print Mail Scope of Services
Attachments: Design Print Mail Services RFP (002) (002) - The Original Print Shoppe.pdf

Alright I tried to fill out that word document but I figured I would just give you a breakdown here:

Design = \$400
Printing = \$3,772
Bulk Mail Labor and Delivery = \$1,045.62
Postage = (Not Included in bid) You can use our INDICIA

This is a full-color print job

I attached the document - please let me know if you need anything else. The timeline is doable if we start designing next week

Thanks,

--
Jason H. Bauer
Graphic Design & Direct Mail Consultant
Original Union Printer
248.895.6061

www.OriginalUnionPrinter.com

THE ORIGINAL
UNION PRINTER

From: Paula Bridges <PBridges@pontiac.mi.us>
Sent: Wednesday, May 17, 2023 2:26 PM
To: Jason Bauer <info@originalunionprinter.com>
Subject: RE: Design Print Mail Scope of Services

Hi Jason. We are still trying to lock in on this process but the urgent need to print supersedes the other approach which is a global RFQ process. So, I have been asked by Purchasing to find out how much you are able to ballpark design/print/mail for an 8 page newsletter (multi-color) that can be sent to houses by Jun 5 or 6? I believe I need an initial print of 23000 (22,125 homes, the remainder can be shared with Council and our senior centers and a few other locations).

I just need a rough figure so we know what you are anticipating charging. Thanks.

Paula

From: Paula Bridges
Sent: Thursday, May 11, 2023 12:10 PM
To: info@originalunionprinter.com
Subject: Design Print Mail Scope of Services

Hi, please see attached for information that needs to be submitted. I will follow up with Purchasing.

Be Safe, Be Well

Paula Bridges
Communications Director
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342
(248) 758-3038
pbridges@pontiac.mi.us



Sign up to receive our newsletter and updates at:
<https://lp.constantcontactpages.com/su/k7mZsau>

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



Paula Bridges

From: Peabody,Edward <EPeabody@hour-media.com>
Sent: Wednesday, May 17, 2023 3:57 PM
To: Paula Bridges
Subject: RE: Request to bid for Design Print Mail services of newsletter

Hi Paula,

When you consider how much time the Post Office needs to deliver mail + how much time the printer needs to print, fold, and staple the newsletter, that leaves zero time for us to handle the writing, editing, design, and layout. Plus, we'd need to factor in time for reviews/approvals. I don't see how this can get done by early June.

Edward Peabody | Director - Hour Custom Publishing | Hour Media

Hour Media - Professional Research Services - Target Distribution - Momentum Books

5750 New King Drive, Suite 100, Troy, MI 48098 | v 248-691-1800 ext. 115 | f 248-691-4531

ATTENTION The information contained in this email message is intended only for the use of the individual or entity to which it is addressed and may contain information that is legally privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, hereby notified that any disclosure, photocopying, distribution or the taking of any action in reliance on the contents of this email transmission is unauthorized and prohibited. If you have received this transmission in error, please immediately notify us by telephone at (248) 691-1800, and delete the email from your computer. Thank you.

"A flower is actually a weed with an advertising budget."

etaoin shrdlu

From: Paula Bridges <PBridges@pontiac.mi.us>
Sent: Wednesday, May 17, 2023 3:31 PM
To: Peabody,Edward <EPeabody@hour-media.com>
Subject: Request to bid for Design Print Mail services of newsletter

Hi Ed. We are still trying to lock in on this process but the urgent need to print supersedes the other approach which is a global RFQ process. So, I have been asked by Purchasing to find out how much you are able to ballpark design/print/mail for an 8 page newsletter (multi-color) that can be sent to houses for receipt by Jun 5 or 6? I believe I need an initial print of 23000 (22,125 homes, the remainder can be shared with Council and our senior centers and a few other locations).

I just need a rough figure so we know what you are anticipating charging. Thanks.

Paula

Be Safe, Be Well

Paula Bridges
Communications Director
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342
(248) 758-3038
pbridges@pontiac.mi.us

Paula Bridges

From: Alicia Martin
Sent: Friday, May 19, 2023 1:51 PM
To: Paula Bridges
Cc: Khalfani Stephens
Subject: RE: Newsletter vendor information needed

Please proceed with the design phase of the project, which includes approving the proof.

Per our discussion today, you received once response back from the second vendor who cannot meet the deadline.

I will obtain another quote from Phoenix Innovate, who I believe will be unable to meet the deadline as well, but we will have our three quotes.

I understand that the newsletter will consist of eight pages; one page will be reserved for the districts, resulting in each district having a page in the newsletter. The remaining seven pages will be consistent throughout all newsletters. The 22,000+ mailing list will be divided by district.

I should receive a response from Phoenix Innovate by Monday.

From: Paula Bridges <PBridges@pontiac.mi.us>
Sent: Friday, May 19, 2023 11:19 AM
To: Alicia Martin <AMartin@pontiac.mi.us>
Cc: Khalfani Stephens <KStephens@pontiac.mi.us>
Subject: Newsletter vendor information needed

Hi Alicia, Happy Friday! I will keep this brief:

1. I need to send copy to a vendor for the newsletter so they can begin:
 - a. Jason sent an initial quote which I believe I forwarded
 - b. My other contact said they can't possibly make the printing deadline for June
 - c. I need to find out from you about the third option or if two others need to be contact asap and have you don't that.
2. I would love to add information about Purchasing if you have any new developments that individuals in the community need to know about when it comes to dealing with the city's processes.
Do you have a short paragraph you can offer to inform the community of something new that has taken place?

As you know the mayor is adamant about this project moving forward. I am free to talk by phone if you have time.

Be Safe, Be Well

Paula Bridges
Communications Director
City of Pontiac
47450 Woodward Avenue

**BID FOR PROFESSIONAL SERVICES RELATED TO
DESIGN, PRINTING AND MAIL PREPARATION
OF COMMUNICATIONS DEPARTMENT NEWSLETTER**

ARTICLE 1. GENERAL:

1.1 PROJECT DESCRIPTION:

The City of Pontiac Communications Department Requests Bids from qualified firms capable of providing all services necessary for the creative development, design, layout, printing and mail preparation of the quarterly Communications Department Newsletter. The initial printing will take place in May, 2023, and then quarterly beginning FY 2023-2024. The contractor shall have experience in public relations, marketing and advertising services related to public information initiatives of this type.

7.1 SCOPE OF WORK

7.1.1 The Contractor shall develop a Communications Department Newsletter Quality Assurance checklist from the information requirements contained in the State and Federal regulations.

7.1.2 The Contractor shall designate a responsible member of their organization whose duty shall be the project manager and point of contact for all work under this contract.

7.1.2.1 Meet with Communications Department personnel to obtain any pertinent information or necessary instructions for development of the draft report.

7.1.2.2 Provide examples of other reports/brochures germane to this project for selection of a base format, quality, and presentation for the final report.

7.1.2.3 Consistently keep the Communications Department informed of progress and timelines for completion. Provide written confirmation of mailing and distribution.

7.1.2.4 Review, edit and correct all draft copies.

7.1.2.5 Provide draft copies and final proof copy for review and comment prior to full scale printing and mailing.

7.2.2.5 Coordinate all activities and services in the completion of the work.

7.1.3 The contractor shall develop, design and layout the report including all required text, tables and artwork from the basic information and/or instructions provided by the Communications Department.

7.1.3.1 Artwork for the brochure cover shall be pertinent to the City of Pontiac Communications Department mission. The contractor shall meet with the Division Chief to discuss artwork options. A minimum of three selections shall be provided for review and final selection.

- 7.1.3.1.1 The contractor shall be responsible to produce or obtain photographs of The City of Pontiac Communications Department facilities.
- 7.1.3.1.2 The contractor shall be responsible to produce or obtain a graphic map depicting the overall Communications Department service area.
- 7.1.3.1.3 The layout shall be creative, eye catching, colorful and attractively arranged. For bidding purposes a color scheme with a minimum of two (2) colors shall be used. The City of Pontiac Communications Department shall approve final color selection. Final cost shall be based on the actual number of colors used and in no case exceed the bid price in bid item 2.

7.1.3.2 Text shall be creative and contain:

- 7.1.3.2.1 Information as prescribed by State and Federal regulations.
- 7.1.3.2.2 Public information pertinent to the City of Pontiac's Vision, Mission, Commitment, Services, History, Facilities and Capital Improvement Projects.

7.1.4 Quality control measures shall be implemented to proof the draft(s) and final print report.

Several proof reviews may be necessary to produce a final report meeting the approval of the City of Pontiac Communications Department. The contractor's quality assurance plan shall require review and approval from the City of Pontiac Communications Department at each stage or phase in the development process.

7.1.4.1 At a minimum the contractor's quality assurance review process shall examine the draft proof(s) and final copy for:

7.1.4.1.1 Any imperfections in layout, artwork, color, orientation or alignment.

7.2.4.1.1 Any typographical or grammatical errors, inconsistency in font or style, accuracy of informational content.

7.2.4.1.2 Proper preparation for mailing including folding, address location, permit number, tape tabs, zip codes.

7.1.4.2 Contractor must obtain approval from the Communications Department prior to proceeding to the next phase or stage in the work process. The contractor is solely responsible for overall quality and accuracy of the finished report. The City of Pontiac Communications Department will not be responsible for any costs associated with errors or omissions in any phase in the production of the final report.

7.1.5 The contractor shall be responsible for all costs and responsibilities associated with every aspect of the bulk mailing preparation and delivery to the customers located within the City of Pontiac.

- 7.1.5.1 The City of Pontiac Communications Department will provide the contractor with a mailing list, in electronic format, for a customer base mailing of approximately 27,000 customers.
- 7.1.5.2 The contractor shall deliver the final customer base mailing lot of Communications Department Newsletters to the U.S. Postal Service bulk rate distribution center. Reports shall be properly folded, addressed, sealed, sorted and must meet all bulk rate mailing requirements prescribed by the U.S. Postal Service.
- 7.1.6 Upon completion of the customer base mailing the contractor shall deliver all excess copies of the Communications Department Newsletter to the offices of the Communications Department without cost.
 - 7.1.6.1 Contractor shall provide to the Communications Department, one electronic copy of the final report in either Microsoft Word or Microsoft Publisher format along with the shipment of the excess printed copies.
 - 7.1.6.2 The City of Pontiac Communications Department retains possession of all originals including format, artwork, proofs and all production originals.
- 7.1.7 Time of completion of this project shall be no more than 25 days inclusive of all holidays and weekends from the date of award by the City Council.
 - 7.1.7.1 Final photo proof shall be delivered within fifteen (15) business days.
 - 7.1.7.2 Printing and mailing shall be accomplished within ten (10) business days after receipt of approved files.

ARTICLE 8. MATERIALS, WORKMANSHIP AND GUARANTEE:

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

PRICING SHEET

FOR PROFESSIONAL SERVICES RELATED TO
DESIGN PRINTING AND MAIL PREPARATION OF
COMMUNICATIONS DEPARTMENT
NEWSLETTERS

Item No.	Estimated Quantity	Size and Description	Unit Price Bid	Total Amount
-----------------	---------------------------	-----------------------------	-----------------------	---------------------

1) Total Cost All labor, materials and services necessary to produce the ready for printing, final photo proof The City of Pontiac Communications Department Communications Department Newsletter in accordance with the Bid Specifications, Instructions and Directions given by the The City of Pontiac Communications Department including all design, layout artwork and text.

Total Cost \$400 (Design)_____

2) 23,000 Price to color print the, The City of Pontiac Communications Department Newsletter In accordance with the Bid Specifications, Instructions and Directions given by the City of Pontiac Communications Department and in accordance with Purchase Order Minimum 2 color to be used for bidding purposes.

Lump Sum Price \$3,772_____

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

Item No.	Estimated Quantity	Size and Description	Unit Price Bid	Total Amount
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3)	23,000	Price per copy to fold, label, sort, and deliver to the U.S. Postal Service for bulk mailing of the City of Pontiac Communications Department Communications Department Newsletter In accordance with the Bid Specifications, Instructions and Directions given by the The City of Pontiac Communications Department		\$1,045.62 _____*
			\$ _____	

Lump sum Price in Words _____

*This price should not include the cost of postage. Postage will be paid separately.

Total Bid Price \$5,217.62 (Does not include postage) _____

4)	23,000	Price increase per printed copy for each additional color selection requested in the final report beyond the two colors indicated in Bid item #2.		
		Each Color Per Printed Copy	FULL COLOR PRINTING _____	
5)	22,200	Bulk Mailing Labor	\$1,045.62 _____	

NOTE: Any company which intends to submit a bid for this project should view and inspect a copy of the prior year report at the Communications Department office at 935 Sandy Lane, The City of Pontiac, RI 02889 or request a copy to be mailed if available.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

**CITY OF THE CITY OF
PONTIAC BID AND
CONTRACT FORM**

**TITLE OF SPECIFICATION: Bid 2023-340 Design, Print, & Mail Communications
Department Newsletter**

I. BID:

WHEREAS, the CITY OF THE CITY OF PONTIAC has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF THE CITY OF PONTIAC has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF THE CITY OF PONTIAC shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

Pricing Summary

A. Item #1 Labor/Materials/Services	\$ _____
B. Item #2 Digital Color Print (8 Pages)	\$3,772 _____
C. Item #3 Copy/Fold/Label/Sort	\$ Included _____
D. Total Lump Sum A-E	\$3,772 _____

**CONSENT
AGENDA
G**



Tim Greimel, Mayor
Khalfani Stephens, Deputy Mayor

TO: Honorable Council President and Members of the City Council
FROM: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens
DATE: June 29, 2022
RE: General Liability and Property Insurance Policy

Attached are the new renewal agreements and respective premiums for our General Liability Insurance for fiscal year July 1, 2023 to July 1, 2024.

The City's insurance agent has presented the City with a quotation from the Michigan Municipal Risk Management Authority (MMRMA), the City's current general liability and property insurer.

The City is a long-time member of the MMRMA. The premium from last year to this year increased by \$15,868. The insurance coverage is \$395,160. The member loss fund deposit is \$300,000. The total owed to the MMRMA is \$695,160. This year, the City will be receiving a \$238,688 distribution. The distribution will remain in the city's fund at MMRMA.

The City has properly budgeted for this expenditure across all funds.

Property list can be provided if requested.

As such, based upon the above and attached information it is recommended that the Council pass the following resolution:

WHEREAS, the Huttenlocher Group, the City's Insurance agent has presented the City with a proposal for General Liability and Property Insurance for coverage beginning July 1, 2023; and,

WHEREAS, the Deputy Mayor, has reviewed the proposal, recommends the proposal is acceptable, and has certified available funding;

NOW THEREFORE, BE IT RESOLVED that the City Council approves the proposal from the Michigan Municipal Risk Management Authority for a total premium of \$695,160.

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

Member:	City of Pontiac	Proposal No: Q000013978
Date of Original Membership:	July 1, 2003	
Proposal Effective Dates:	July 01, 2023 To July 01, 2024	
Member Representative:	Khalfani Stephens	Telephone #: (248) 758-3050
Regional Risk Manager:	Ibex Insurance Agency	Telephone #: (248) 538-0470

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **City of Pontiac** (hereinafter "Member") is eligible to be a Member of MMRMA. **City of Pontiac** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

City of Pontiac is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

City of Pontiac is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **City of Pontiac's** SIR and deductibles are as follows:

Table I
Member Deductibles and Self Insured Retentions

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	\$250,000 Per Occurrence
Vehicle Physical Damage	\$1,000 Per Vehicle	\$15,000 Per Vehicle \$30,000 Per Occurrence
Fire/EMS Replacement Cost	N/A	N/A
Property and Crime	\$25,000 Per Occurrence	N/A
Sewage System Overflow	N/A	\$500,000 Per Occurrence

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The **City of Pontiac** is afforded all coverages provided by MMRMA, except as listed below:

1. Specialized Emergency Response Expense Recovery Coverage
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

City of Pontiac agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

Table II
Limits of Coverage

Liability and Motor Vehicle Physical Damage	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Liability	10,000,000	N/A	N/A	N/A
2 Judicial Tenure	100,000	N/A	N/A	N/A
3 Sewage System Overflows	1,000,000	N/A	1,000,000	N/A
4 Volunteer Medical Payments	25,000	N/A	N/A	N/A
5 First Aid	2,000	N/A	N/A	N/A
6 Vehicle Physical Damage	1,500,000	N/A	N/A	N/A
7 Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
Uninsured/Underinsured Motorist Coverage (per occurrence)	250,000	N/A	N/A	N/A
8 Michigan No-Fault	Per Statute	N/A	N/A	N/A
9 Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Buildings and Personal Property	63,915,588	350,000,000	N/A	N/A
2 Personal Property in Transit	2,000,000	N/A	N/A	N/A
3 Unreported Property	5,000,000	N/A	N/A	N/A
4 Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5 Fine Arts	2,000,000	N/A	N/A	N/A
6 Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7 Money and Securities	1,000,000	N/A	N/A	N/A
8 Accounts Receivable	2,000,000	N/A	N/A	N/A
9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10 Fire and Emergency Vehicle Rental (12 week limit)	2,000 per week	N/A	N/A	N/A
11 Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12 Dam/Dam Structures/Lake Level Controls	325,000	N/A	N/A	N/A
13 Transformers	0	N/A	N/A	N/A
14 Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15 Marine Property	1,000,000	N/A	N/A	N/A
16 Other Covered Property	10,000	N/A	N/A	N/A
17 Income and Extra Expense	5,000,000	N/A	N/A	N/A
18 Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19 Faithful Performance	Per Statute	N/A	N/A	N/A
20 Earthquake	5,000,000	N/A	5,000,000	100,000,000
21 Flood	5,000,000	N/A	5,000,000	100,000,000
22 Terrorism	50,000,000	50,000,000	N/A	N/A

Table III

Network and Information Security Liability, Media Injury Liability, Network Security Loss, Breach Mitigation Expense, PCI Assessments, Social Engineering Loss, Reward Coverage, Telecommunications Fraud Reimbursement, Extortion.				
	Limits of Coverage Per Occurrence/Claim	Deductible Per Occurrence/Claim		Retroactive Date
	\$2,000,000			
Coverage A Network and Information Security Liability: Regulatory Fines:	Each Claim Included in limit above Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
Coverage B Media Injury Liability	Each Claim Included in limit above	\$25,000	Each Claim	7/1/2013
Coverage C Network Security Loss Network Security Business Interruption Loss:	Each Unauthorized Access Included in limit above Each Business Interruption Loss Included in limit above	\$25,000	Each Unauthorized Access Retention Period of 72 hours of Business Interruption Loss	Occurrence
Coverage D Breach Mitigation Expense:	Each Unintentional Data Compromise Included in limit above	\$25,000	Each Unintentional Data Compromise	Occurrence
Coverage E PCI Assessments:	Each Payment Card Breach \$1,000,000 Occ./\$1,000,000 Agg. Included in limit above	\$25,000	Each Payment Card Breach	Occurrence
Coverage F Social Engineering Loss:	Each Social Engineering Incident \$100,000 Occ./\$100,000 Agg. Included in limit above	\$25,000	Each Social Engineering Incident	Occurrence
Coverage G Reward Coverage	Maximum of 50% of the Covered Claim or Loss; up to \$25,000 Included in Limit above		Not Applicable	Occurrence
Coverage H Telecommunications Fraud Reimbursement	\$25,000 Included in limit above		Not Applicable	Occurrence
Coverage I Extortion Coverage	Each Claim Included in limit above	\$25,000	Each Extortion Loss	Occurrence

Annual Aggregate Limit of Liability

Each Member Aggregate

All Members Aggregate

\$2,000,000	\$17,500,000
-------------	--------------

The Each Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$2,000,000 per Member for all Subjects of Coverage in any Coverage Period, regardless of the number of coverage events.

The All Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$17,500,000 for All Members for all Subjects of Coverage in any Coverage Period, regardless of the number of Members or the number of coverage events.

It is the intent of MMRMA that the coverage afforded under the Subjects of Coverage be mutually exclusive. If however, it is determined that more than one Subject of Coverage applies to one coverage event ensuing from a common nexus of fact, circumstance, situation, event, transaction, or cause, then the largest of the applicable Deductibles for the Subjects of Coverage will apply.

Table IV

Specialized Emergency Response Expense Recovery Coverage

Limits of Coverage

Specialized Emergency Response Expense Recovery	Limits of Coverage per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
	N/A	N/A	N/A	N/A

Table V

Specialized Emergency Response Expense Recovery Coverage

Deductibles

Specialized Emergency Response Expense Recovery	Deductible per Occurrence
	Member
	N/A

D. Contribution for MMRMA Participation

City of Pontiac

Period: July 01, 2023

To July 01, 2024

Coverages per Member Coverage Overview:	\$395,160
Stop Loss Coverage:	\$0
Member Loss Fund Deposit:	\$300,000
TOTAL ANNUAL CONTRIBUTIONS:	\$695,160

E. List of Addenda

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By:

Proposal No:

City of Pontiac

Q000013978

MMRMA



Member Representative

MMRMA Representative

Date

6-13-2023

Date



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

BLANKET FAITHFUL PERFORMANCE BOND
CERTIFICATE OF PROTECTION

KNOW ALL MEN BY THESE PRESENTS:

This certificate is issued as a matter of information only and confers no rights upon the certificate holder unless amended below.

This certifies that City of Pontiac as a member of this Authority
has Blanket Faithful Performance Bond Protection in the amount of One Million Dollars
(\$ 1,000,000.00).

Blanket Faithful Performance
Description of Protection

Fidelity

- (1) The Scope of Loss Fund Protection includes loss caused to the member by conversion to personal use or through the failure of any of the employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the period of membership in the Authority, the amount of indemnity of each of such employees being the amount indicated on the Limits of Liability.

Section 2

General Agreement-Loss Under Prior Bond

- (1) If the protection of this provision is substituted for any prior coverage carried by the member which prior bond is terminated, cancelled or allowed to expire as of the time of such substitution, the member agrees that such agreement applies to loss sustained by, or caused to, the member, as the case may be, prior to or during the bond period, provided that such loss is discovered after the beginning of the period of membership and that such loss would have been recoverable by the member under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:
 - (a) The indemnity afforded by this agreement shall be a part of and not in addition to the limit afforded above;
 - (b) Such loss would have been covered under such insuring agreement had such insuring agreement with its agreements, conditions and limitations as of the time of such substitutions been in force when the acts or defaults causing such loss were committed;
 - (c) Recovery under this agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such insuring agreement in the amount for which it is written as of the time of such substitution, had such insuring agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.

Section 3

Definitions

- (1) "Employee" means person while in the employ of the member during the period of membership.

Section 4

Conditions

- (1) In case a loss is alleged to have been caused to the member through acts or defaults by an employee and the member shall be unable to designate the specific employee causing such loss, the member shall nevertheless have the benefit of this provision provided that the evidence submitted reasonably establishes that the loss was in fact caused by an employee through such acts or defaults and provided, further, that regardless of the number of such employees concerned or implicated in such loss, the aggregate liability for any such loss shall not exceed the limit of liability.
- (2) The limit of liability shall not be cumulative from year to year.
- (3) This provision shall be deemed to be cancelled as to any employee:
 - (a) Immediately upon discovery by the member of any act on the part of such employee which would constitute a liability under this provision covering such employee; or
 - (b) Upon the death, resignation or removal of such employee; or
 - (c) Upon termination of membership in the Authority.

Should the member indicated below withdraw from the Authority prior to the expiration date shown, the Authority shall notify the certificate holder in writing thirty (30) days in advance of such withdrawal, but failure to mail such notice shall impose no obligation or liability of any kind upon the Authority.

Certificate Holder:

City of Pontiac

 47450 Woodward Avenue

 Pontiac, MI 48342

Member:

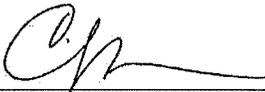
City of Pontiac

 47450 Woodward Avenue

 Pontiac, MI 48342

Expiration Date of Membership Continuous Until Cancelled

Date Issued: July 1, 2023



Authorized Representative



RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

July 1, 2023

Mr. Khalfani Stephens
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Dear Mr. Carrington:

The following is a breakout of annual contribution of your coverage with the Michigan Municipal Risk Management Authority (MMRMA) for the policy period July 1, 2023 to July 1, 2024.

Automobile Liability & Vehicle Physical Damage		\$23,986
5 Private Passenger	\$5,265	
21 Trucks	\$17,511	
1 Van	\$1,210	
Sewer Liability Coverage		\$5,098
Public Officials Liability		\$182,189
All Other Liability		\$115,670
Property		\$68,217
Retention Fund		\$300,000
Total Contribution		\$695,160

If you have any questions or if I can be of further assistance, please call.

Sincerely,



Craig S. Manser
Regional Risk Manager



27750 Stansbury, Suite 100
Farmington Hills, Michigan 48334
877-888-IBEX (4239) 248-538-0470

Fax: 248-538-0471 www.ibexagency.com

RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend, or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan No-Fault), law enforcement, and public officials liability; in the sum of \$10,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. Information only.
5. The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.
6. Other (as described here): **REPLACES STATE FORM 0428 FOR STATE HIGHWAY MAINTENANCE CONTRACT.**

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority shall endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice shall impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:
MICHIGAN DEPARTMENT OF
TRANSPORTATION
OPERATIONS FIELD SERVICES DIVISION
6333 LANSING ROAD
LANSING, MI 48917

Member:
CITY OF PONTIAC
47450 WOODWARD AVENUE
PONTIAC, MI 48342

Certificate Expiration Date: July 1, 2024
Date Issued: July 1, 2023

Member No.: M0001038
Effective Date of Membership: July 1, 2003

Distribution:
Mr. Khalfani Stephens, City of Pontiac
MMRMA Underwriting



Authorized Representative



P.O. Box 3355
Farmington Hills, Michigan 48333-3355
877-888-IBEX (4239) 248-538-0470 Fax 248-538-0471 www.ibexagency.com

CERTIFICATE OF NO FAULT SECURITY

7/01

STATE OF MICHIGAN

-NAME AND ADDRESS OF ORGANIZATION

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

14001 Merriman, Livonia, Michigan 48154

An authorized Michigan Self-Insurance Association certifies that it has accepted as a member pursuant to Act 138 P.A., 1982 the following Governmental entity.

City of Pontiac

NAME OF MEMBER

Covers all vehicles owned/leased by Member

PENALTY FOR OPERATION WITHOUT INSURANCE

Michigan Law (MCLA 500.3101) requires that the owner or registrant of a motor vehicle registered in this state must have insurance or other approved security for the payment of no-fault benefits on the vehicle at all times. An owner or registrant who drives or permits a vehicle to be driven upon a public highway without proper insurance or other security is guilty of a misdemeanor.

An owner or registrant convicted of such a misdemeanor shall be fined not less than \$200.00 nor more than \$500.00, or imprisoned for not more than 1 year, or both.

A PERSON WHO SUPPLIES FALSE INFORMATION TO THE SECRETARY OF STATE OR WHO ISSUES OR USES AN INVALID CERTIFICATE OF INSURANCE IS GUILTY OF A MISDEMEANOR PUNISHABLE BY IMPRISONMENT FOR NOT MORE THAN 1 YEAR, OR A FINE OF NOT MORE THAN \$1,000, OR BOTH.

Member No. M0001038

Expiration Date Continuous Until Cancelled

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

By


EXECUTIVE DIRECTOR

on this 1st July 2023
Day Month Year

WARNING: KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES. If you fail to produce it upon a police officer's request, you will be responsible for a civil infraction.

CERTIFICATE OF NO FAULT SECURITY

7/01

STATE OF MICHIGAN

-NAME AND ADDRESS OF ORGANIZATION

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Member No. M0001038

Expiration Date Continuous Until Cancelled

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

By


EXECUTIVE DIRECTOR

on this 1st July 2023
Day Month Year

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CERTIFICATE OF NO FAULT SECURITY

7/01

STATE OF MICHIGAN

-NAME AND ADDRESS OF ORGANIZATION

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

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Member No. M0001038

Expiration Date Continuous Until Cancelled

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

By


EXECUTIVE DIRECTOR

on this 1st July 2023
Day Month Year

WARNING: KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES. If you fail to produce it upon a police officer's request, you will be responsible for a civil infraction.

#2

ORDINANCE

CITY OF PONTIAC
ORDINANCE No. _____

AN ORDINANCE TO AMEND THE CITY OF PONTIAC MUNICIPAL CODE ARTICLE 2, CHAPTER 94, SECTION 26: SOLID WASTE TO INCLUDE REGULATION OF WASTE CONTAINERS STORAGE.

ARTICLE 2, CHAPTER 94, SECTION 26

The City of Pontiac Ordains:

Amend Article 2, Chapter 94, Section 26- Refuse containers and yard waste containers, specifications is amended to add Subsection (g) to include storage requirements of waste containers.

ARTICLE II. COLLECTION AND DISPOSAL

94-26 Refuse containers and yard waste containers, specifications.

- (a) The owner, agent, lessee, tenant and/or occupant of any house, building or apartment where refuse is generated shall provide weatherproof containers in sufficient numbers and capacity for the proper storage of refuse on the premises for one week.
- (b) The owner, agent, lessee, tenant and/or occupant of any house, or apartment of four or less units who use the City of Pontiac provided curbside refuse collection services, shall use the City provided 105-gallon refuse cart for storage on the premises between weekly curbside collections. The user of the City provided curbside refuse collection services shall place all refuse set out for disposal in the City provided refuse cart and keep the cart lid closed except when in the act of placing refuse in it. The user of the City curbside collection services shall not set items out for refuse disposal that do not qualify for refuse collection. The user of the City provided curbside refuse collection services shall place the City provided refuse container, that contains refuse, at the curb in front of the collection address by 7:00 a.m. on the City scheduled day of collection and not before 7:00 p.m. the night before the City scheduled collection day. The user of City provided curbside refuse collection services shall remove the City provided refuse container from the curb by 7:00 p.m. on the day of collection and store it ~~on the property behind/beyond the front building line of the main structure on the property~~ in accordance with subsection (g) below. The user of City provided curbside refuse collection services shall keep the City provided refuse cart in a clean and sanitary condition. The user of the City provided refuse container shall use it within the cart user guidelines provided with the cart and avoid cart damage that may result from user abuse or user misuse. Cart repair/replacement cost resulting from user abuse, user misuse, fire, theft, or loss will be the property owner's responsibility. Determination of responsibility for cart repair/replacement costs will be made by a representative of the Department of Public Works as assigned by the Director. Except for carts purchased from the refuse collection service provider, issued carts remain the property of the refuse collection service provider. No person, except the cart owner or owner's representative, shall remove the cart from the property address where the cart was issued. Refuse collection service provider owned carts that are set out at locations other than the issued location shall be considered a violation of this chapter. Determination of violation and responsible party for improperly relocated and

set out carts will be made by a representative of the Department of Public Works as assigned by the Director. Those improperly relocated and set out carts shall be reclaimed by the service provider as violation abatement, emptied of any waste found in them, and returned to the properly issued location. This violation abatement service will be documented but no advance notice to the responsible party or to the property owner is required prior to the abatement service being performed. The cost of this violation abatement, as authorized under section 94-35, shall be assessed to the owner of the property where the cart was issued and/or to the responsible party who moved the cart and/or to the owner of the property where the cart was set out, discovered, and reclaimed. Charges to any responsible party, in addition to any penalty imposed by law, shall be determined on a case by case. The City shall have, as security for payment of any charges to any customer, a lien upon the premises or real estate generating the violation and abatement service. The lien shall become effective immediately upon billing for the service to the premises or real estate. The lien may be enforced by the general laws of the State of Michigan providing for the enforcement of tax liens. The lien created by this article shall have priority over all other liens except for taxed and special assessments and shall have equal priority with other liens imposed for City supplied municipal services.

(c) The owner, agent, lessee, tenant and/or occupant of any house, or apartment of four or less units where yard waste is generated, shall provide containers no less than ten-gallon or more than 35-gallon in capacity, of the type approved by the Director of Public Works, in sufficient numbers for the proper storage of yard waste on the premises for one week.

(d) The owner, agent, lessee, tenant and/or occupant of any house, or apartment of four or less units who use the City of Pontiac provided curbside yard waste collection services, shall not set items out for yard waste disposal that do not qualify for yard waste collection. The user of City provided yard waste collection services shall not set out yard waste for collection that does not meet the yard waste set out containment, weight, and quantity restrictions approved by the Director of Public Works. The user of City provided yard waste collection services shall set yard waste out in approved containers for collection at the curb in front of the collection address by 7:00 a.m. on the City scheduled day of collection and not before 7:00 p.m. the night before the City scheduled collection day. The user of the City provided yard waste collection service shall remove the yard waste containers from the curb by 7:00 p.m. on the day of collection and store them on the property behind/beyond the front building line of the main structure on the property it in accordance with subsection (g) below. The user of City provided yard waste collection services shall maintain the yard waste containers in a good, safe, clean, and sanitary condition.

(e) No yard waste, refuse, rubbish, garbage, ashes, hazardous waste, or other waste matter may be placed, dumped, or raked onto streets or alleys or into street drains.

(f) The following specifications represent the minimum cart standards required by the City for use in servicing homes and apartments of four units or less. The City may consider carts that do not comply with one or more of the following specifications; however, contractors providing service to any house or apartment of four units or less shall state any deviation from the specifications and provide information to convince the City that cart performance will not be degraded. Acceptability of alternative specifications is the sole determination of the City.

- (1) The rollout cart is compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G).
- (2) The wheeled refuse carts are designed to contain solid waste materials including paper, fibers, garbage, and rubbish.
- (3) The cart is provided with adequate wheels and handles so that it can be pushed or pulled with little effort.
- (4) The capacity of the cart is 105 U.S. gallons, excluding domed lid.
- (5) The cart is designed to accommodate a load of 335 pounds, excluding the weight of the cart.
- (6) The cart has wheels and axles that are designed to support the weight of the cart and its contents up to 335 pounds.
- (7) The cart is made with plastic material, specifically prepared to be colorfast so that they do not alter appreciably in normal use.
- (8) The carts will have a color as approved by the Director; these colors must be stabilized against ultraviolet light attack with not less than one-half of one percent UV 531 or equivalent.
- (9) The lid of the cart is designed to facilitate water runoff.
- (10) The lid is held closed by its weight only. No latches are used or required.
- (11) The cart, when empty, will not overturn when the lid is thrown fully open.
- (12) Serial numbers shall be hot stamped on the cart body using a numbering system of the contractor's choosing.
- (13) Carts provided by contractors other than the contractor hired by the City for City provided refuse disposal services shall be easily distinguishable from carts used by the City's contractor.

(g) All waste containers (whether or not they have waste in them) shall be stored outside of the public view. A person may satisfy this requirement by storing all waste containers in the person's garage. A person choosing not to store all or part of the person's waste or waste containers in the person's garage may otherwise satisfy this requirement by storing the waste or waste containers in the person's rear yard provided the person also meets the following requirements. The waste and waste containers stored in the person's rear yard must be stored such that the waste and waste containers are not visible from the street adjacent to the person's front yard. Regardless of the location where waste or waste containers are stored, the containers must also comply with the requirements of subsection (f) above.

Exceptions. A person does not need to comply with the requirement that waste and waste containers must be stored

outside of the public view as mandated by subsection (g) above if any of the following applies:

- a. The waste or waste container is in the process of being moved from one location that is out of the public view to another location that is out of the public view.
- b. The person has received a permit or written permission from the City that implicitly or expressly allows the person to disregard the requirement as provided in subsection (g) above. For example, a person may obtain written permission from the City if there is a medical condition that prevents the person from retrieving their waste or waste container within the time frame mandated by subsections (b) and (d) above.
- c. The person is placing the waste or waste container into the public view for purposes of waste collection in a manner that is consistent with subsection (b) and (d) above.
- d. If the property sits on a corner lot, with no garage, the waste or waste container may be placed on the side of the property, away from the front of the building.

(Ord. No. 2203, 9-21-06; Ord. No. 2294, § 1(A), 7-4-13)

#3

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Department of Public Works

TO: Pontiac City Council

FROM: Al Cooley III, Director of DPW
Shannon Filarecki, Acting City Engineer

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: June 28, 2023

RE: **Franklin Road Mill & Resurface Construction (MDOT Agreement)**

The project consists of 1.22 miles of hot mix asphalt cold milling and resurfacing, concrete curb, gutter, sidewalk and ramps, signing and pavement markings on Franklin Road from the south city limits of Pontiac to Rapid Street and Rapid Street from Franklin Road to Woodward Avenue. This is a local agency project that includes a 3-year HMA (hot mix asphalt) warranty.

The MDOT advertised for construction bids in late in early June. Bids Bid are due to MDOT on Friday, July 7th, 2023. The most recent engineers estimate shows the expected cost breakdown to be as follows:

	Engineers Estimate
Federal	\$855,360
City	\$213,840
Total	\$1,069,200

Funding for this work is identified in the 2023 Major Road Fund under GL 202-463-974. Since MDOT will be managing the funds for the project, the City needs to enter into an agreement with the MDOT before they can award the project. Attached, please find the standard contract and agreement provisions prepared by MDOT.

WHEREAS, The City of Pontiac has determined the need to improve Franklin Road from the south city limits to Rapid Street and Rapid Street from Franklin Road to Woodward and,

WHEREAS, the City of Pontiac has requested that MDOT administer the contract and funding for the above said project and,

WHEREAS

The MDOT requires the establishment of a contract between the City of Pontiac and MDOT prior to awarding bids,

NOW, THEREFORE

IT IS RESOLVED:

that CONTRACT No. **23A0595**, Control Section **STU 63000**; Job Number **215143CON**, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION and the **CITY OF PONTIAC** is hereby accepted and the Pontiac City Council authorizes Tim Greimel, Mayor to sign the said contract.

STP

DA

Control Section	STU 63000
Job Number	215143CON
Project	23A0595
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5251

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PONTIAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Pontiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 1, 2023, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing, aggregate base, concrete pavement repair, joint and crack repair, concrete sidewalk, curb ramps, curb and gutter and decorative concrete pavement along Franklin Road from south city limits of Pontiac to Rapid Street and along Rapid Street from Franklin Road to M-1, including permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

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

09/06/90 STP.FOR 6/1/23

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

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

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

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

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

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

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

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

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

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 80 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

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

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

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

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

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware of and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 09/06/90 STP.FOR 6/1/23

451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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

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

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

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

09/06/90 STP.FOR 6/1/23

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

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

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

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

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

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

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

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the 09/06/90 STP.FOR 6/1/23

PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

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

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF PONTIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



June 1, 2023

EXHIBIT I

CONTROL SECTION	STU 63000
JOB NUMBER	215143CON
PROJECT	23A0595

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,069,200
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,069,200
Less Federal Funds	<u>\$ 855,360</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 213,840

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

#4

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Khalfani Stephens, Deputy Mayor

CC: Mayor Tim Greimel

DATE: June 30, 2023

RE: **Resolution to authorize continuation of the Flock camera system for 5 years**

Honorable Council President and Members of the City Council:

As you are aware, the City of Pontiac entered a PILOT program to install Flock safety cameras for a one year trial period, which began in summer of 2022. That trial period will end on July 23, 2023.

The Oakland County Sheriff has reported that since the system was installed it has assisted in the recovery of 30 stolen vehicles with a combined value of over \$500,000. The system has also aided in multiple murder investigations, assault cases, burglary investigations and much more. In short, the system has become an integral part of the Sheriff's daily operations.

I have attached the quote from FLOCK which indicates an estimate of \$42,500 to maintain our current 17 cameras on 1 year basis or 5 year basis. This is quoted at \$2,500 per camera however if the price will rise to \$3,000 a camera this year but FLOCK indicated they will honor the \$2,500 quote for this cycle. I have also attached a few select cases in which FLOCK LPR was used to assist in OCS investigations, a spreadsheet of the 68 uses indicating which crimes they were used for, FLOCK's response to common concerns pdf., and FLOCK's response to ACLU concerns pdf.

Other cities in Michigan that are currently using the Flock Safety System include; Southfield, Warren, Flint, and Wyoming.

As such, the following the resolution is being presented for your consideration.

Attachment



CITY OF PONTIAC CITY COUNCIL

Resolution to authorize continuation of the Flock camera system for 5 years

Whereas, Flock Safety is a company that sells camera-based license plate detection systems to review for owners' outstanding warrants; and

Whereas, The City of Pontiac, the Oakland County Sheriff, and Flock Safety implemented a trial of the Flock Safety system for approximately one year, which ends on July 23, 2023; and

Whereas, The Oakland County Sheriff has attested to the value that the Flock Safety systems has brought to their investigations; and

Whereas, The cost to continue this system is currently \$2,500/ camera per year; and

Whereas, FLOCK has agreed to hold that pricing instead of the planned \$500 increase;

Now Therefore Be it Resolved, the Pontiac City Council authorizes the continued used of the Flock Safety system within the City of Pontiac right-of-way at locations to be determined by the Oakland County Sheriff and Flock Safety for a period of 5 years, and

Be it Further Resolved, that the Mayor or his designee are authorized to sign the necessary contracts/ agreements to implement continued use of the system during that time.

**Flock Safety + MI - City of Pontiac
(Oakland County Sheriff's Office)**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Ryan Elswick
ryan.elswick@flocksafety.com
3179898985

Created Date: 07/03/2023
Expiration Date: 08/31/2023
Quote Number: Q-32632
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 47450 Woodward Avenue Pontiac, Michigan 48342

Ship To: 47450 Woodward Avenue Pontiac, Michigan 48342

Billing Company Name: MI - City of Pontiac (Oakland County Sheriff's Office)

Subscription Term: 60 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$51,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	\$2,500.00	17	\$42,500.00

Subtotal Year 1:	\$42,500.00
Annual Recurring Subtotal:	\$42,500.00
Estimated Tax:	\$0.00
5 Year Contract Total:	\$212,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$42,500.00
Annual Recurring after Year 1	\$42,500.00
Contract Total	\$212,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.