

**PONTIAC CITY COUNCIL
FORMAL MEETING
May 5, 2016
6:00 p.m.
129th Session of the 9th Council**

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."

Call to order

Moment of Silence or Invocation

Pledge of Allegiance

Roll Call

Authorization for excused absences for councilmembers

Amendments to and approval of the agenda

Approval of Minutes

1. April 26, 2016 Closed Session Minutes
2. April 28, 2016

Closed Session

3. Resolution to go into Closed Session.
4. Resolution for Super Happy Dollar vs City of Pontiac.

Department Head Report

Special Presentation -- MSU-Development Plan for Pontiac North Spur Trail

Subcommittee Oral Report

Community Announcements

Recognition of Elected Officials

Agenda Address

AGENDA ITEMS

Agreements/Contracts

5. Report received from the Deputy Mayor regarding the Memorandum of Understanding agreement between the City of Pontiac and the Pontiac Housing Commission.
6. Report received from the Purchasing Agent regarding Lawn Mowing Services.
7. Report received from the Purchasing Agent regarding Streetlight and traffic Signal Services.

Public Comment

Mayor or Deputy Mayor Report

Clerk and Council Closing Comments

Adjournment

April 28, 2016

**Official Proceedings
Pontiac City Council
128th Session of the Ninth Council**

A Regular Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, April 28, 2016 at 6:00 p.m. by President Patrice Waterman.

Invocation – Pastor Matlock

Pledge of Allegiance

Roll Call

Members Present: Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward.

Members Absent: Carter.

Mayor Waterman was present.

Deputy Mayor Jane Bais-Disessa was present.

Clerk announced a quorum.

16-107 **Excuse Councilman Randy Carter for personal reasons.** Moved by Councilperson Woodward and supported by Councilperson Pietila.

Ayes: Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward

No: None

Motion Carried.

16-108 **Approval of the Agenda.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Ayes: Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward

No: None

Motion Carried.

Councilman Randy Carter arrived at 6:07 p.m.

16-109 **Journal of April 21, 2016.** Move by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward

No: None

Motion Carried.

Department Head Report – Deputy Mayor Jane Bias-DiSessa

Subcommittee Oral Report – Community Development-Don Woodward and
Law & 50th District-Mark Holland

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Community Announcements – Darryl Fowlkes, Charles Johnson and Kermit Williams.

There were 7 individuals who addressed the body during public comment.

16-110 Resolution against the Abuse and Exploitation of Individuals with Disabilities. Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Whereas, according to a U.S. Census Bureau report, about 56.7 million people (19 percent of the U.S. population) reported having a disability in the 2010 Census, and according to a broad definition of disability, more than half of those reporting indicated that the disability was severe; and,

Whereas, in 1990, the United States Congress passed the Americans with Disabilities Act (ADA), it recognized the long history of mistreatment to which people with disabilities had been subjected; and,

Whereas, the preamble of the ADA states: “individuals with disabilities are a discrete and insular minority who have been faced with restrictions and limitations, subjected to a history of purposeful unequal treatment, and relegated to a position of political powerlessness...;” and,

Whereas, the ADA recognizes that the “nation’s proper goals regarding individuals with disabilities are to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for such individuals;” and,

Whereas, the U.S. Department of Justice reports that “persons with disabilities are victims of nearly 1 million nonfatal violent crimes every year, including rape, sexual assault, aggravated and simple physical assault, and robbery; and,

Whereas, we believe that people with disabilities should have equal access to rights, opportunities, and services and be protected from discrimination, abuse, and neglect.

Now, Therefore, I, Dr. Deirdre Waterman, Mayor of Pontiac, Michigan and the members of the Pontiac City Council, do hereby resolve to urge the residents of our community and communities across our State to:

Work with community service organizations to create an environment of respect, dignity and mutual cooperation for individuals with disabilities through education and special activities; and Support the fundamental conviction that all persons are entitled to equal protection, equal opportunity and the enjoyment of civil rights.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward

No: None

Resolution Passed.

16-111 Resolution for National Mental Health Awareness Month. Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Whereas, mental health is important for our individual well-being and vitality, as well as that of our families, communities and businesses; and

Whereas, one in five Americans experience a mental health illness that requires treatment point in their lives; and

Whereas, one in 10 children have a serious emotional disturbance that, if untreated, can lead

April 28, 2016

to school failure, physical illness, substance use, jail and even suicide; and
Whereas, May 5th has been designated for the National Children's Mental Health Day; and
Whereas, the State of Michigan will designate a Mental Health First Aid Training Week in May recognizing an in-person training that teaches people how to help people developing mental illness or in a crisis; and
Whereas, stigma and stereotypes associated with mental illnesses often keep people from treatment that could improve their quality of life; and
Whereas, mental health is a biologically based brain disorder that cannot be overcome "and not related to a defect in a person's "character" or intelligence; and
Whereas, mental health recovery is a journey of healing and transformation, enabling people with a mental illness to live in a community of his or her choice while striving to achieve his her full potential: and
Whereas, mental health recovery not only benefits individuals with mental health disorders by focusing on their abilities to live, work, learn, and fully participate and contribute to our society but enriches the culture of our community life; and
Whereas, the Oakland County Community Mental Health Authority, and its service providers agencies, are committed to inspiring hope, empowering people, and strengthening communities.
Now, Therefore, Be It Resolved that, Oakland County Community Mental Health Authority, hereby recognizes May 2016 as Mental Health Month. OCCMHA calls upon our citizens, government agencies, public and probate institutions, businesses and schools to recommit our state to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward

No: None

Resolution Passed.

16-112 **Resolution for the Sister City Club in Kusatsu, Shiga, Japan.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Whereas, since 1978 Pontiac has participated in a Sister City Program with Kusatsu, a city in Shiga Prefecture in the country of Japan which was founded on October 15, 1954; and,
Whereas, the mission of sister city programs is to create bonds between individuals from cities across the world by creating cultural and educational exchanges; and,
Whereas, The City of Pontiac is dedicated to pursuing regional, national, and international relations which produce community benefit; and,
Whereas, a sister city partnership facilitates a mutually beneficial relationship between two cities for the exchange of information, expertise, and culture; and,

Whereas, Four (4) Pontiac School teachers, Sebrina Shields (Kennedy School), Susan Skwirsk (Kennedy School), Sylvia Sturgis (ITA), and Chad Fisher (ITA), and two (2) Pontiac Member Trustees Brenda Carter and Trustee William Carrington have been selected to participate in a program sponsored by the US-Japan Foundation; and,
Whereas, the focus of the program is *Discovering Japan in the 21st Century; Reconciliation with the Past; and*

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Whereas, a bridge of warmth and understanding exists between the two cities which has been nurtured by exchange visits; and

Whereas, The Mayor and the Pontiac City Council would like to commend Mr. and Mrs. Masanori Aoji who will serve as gracious hosts to the Pontiac Delegation.

Now Therefore, Be It Resolved, that the Mayor and the members of the Pontiac City Council extend their heartfelt appreciation to Mayor Wataru Hashikawa and City Council President Tsuyoshi Nishida of Kusatsu and all other elected officials and citizens of this great city.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward

No: None

Resolution Passed.

Mayor Waterman Reported.

City Clerk Sherikia L. Hawkins, Councilman Kermit Williams, Councilman Mark Holland, Councilman Don Woodward, Councilwoman Doris Taylor-Burks, Councilman Randy Carter, Pro-Tem Mary Pietila and President Patrice Waterman made closing comments.

Councilman Don Woodward left meeting at 7:23 p.m.

President Patrice Waterman adjourned the meeting at 7:45 p.m.

SHERIKIA L. HAWKINS
CITY CLERK

April 26, 2016

**Official Proceedings
Pontiac City Council
127th Session of the Ninth Council**

A Special Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, April 26, 2016 at 11:00 a.m. by President Patrice Waterman.

Roll Call

Members Present: Carter, Holland, Waterman, Williams and Woodward.

Members Absent: Pietila and Taylor-Burks.

Mayor Waterman was present.

Deputy Mayor Jane Bais-Disessa was present.

Clerk announced a quorum.

16-105 **Excuse Councilmembers Mary Pietila and Doris Taylor-Burks for personal reasons.** Moved by Councilperson Woodward and supported by Councilperson Carter.

Ayes: Carter, Holland, Waterman, Williams and Woodward

No: None

Motion Carried.

16-106 **Resolution to go into Closed Session.** Move by Councilperson Woodward and supported by Councilperson Carter.

Whereas, Section 8 (e), MCL 15.268, permits a public body “[to] consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have detrimental financial effect on the litigation or settlement position of the public body”: and,

Whereas, the Pontiac City Council believes that an open meeting would have a detrimental financial effect on the litigating or settlement position of the City:

Therefore, Be It Resolved that the Pontiac City Council recesses into closed session for the purpose of consulting with its attorney regarding pending litigation in the case of Ottawa Towers vs. The City of Pontiac.

Ayes: Carter, Holland, Waterman, Williams and Woodward

No: None

Resolution Passed.

President Patrice Waterman adjourned the meeting at 12:20 p.m.

SHERIKIA L. HAWKINS
CITY CLERK

CLOSED SESSION

City of Pontiac

Pontiac City Council

Whereas, the City's attorney has presented The City a letter concerning the status of the case of Super Happy Dollar vs. The City of Pontiac; and

Whereas, Section 8 (e), MCL 15.268, permits a public body "[to] consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have detrimental financial effect on the litigation or settlement position of the public body": and,

Whereas, the Pontiac City Council believes that an open meeting would have a detrimental financial effect on the litigating or settlement position of the City:

Therefore, Be It Resolved that the Pontiac City Council recesses into closed session for the purpose of consulting with its attorney regarding settlement strategy in the case of Super Happy Dollar vs. The City of Pontiac.

AGREEMENTS/CONTRACTS

Memo

To: Pontiac City Council
From: Jane Bais DiSessa, Deputy Mayor
cc: Mayor Deidre Waterman
Date: May 3, 2016
Re: Memorandum of Understanding (MOU) – City of Pontiac
and the Pontiac Housing Commission

For the past few months, the City Attorney and I have been working with Ahmad Taylor, Executive Director for the Pontiac Housing Commission (PHC) to develop a Memorandum of Understanding (MOU) between the City and the PHC. A copy of the MOU and letter of recommendation from City Attorney, John Clark are attached for your review.

The primary purpose of the MOU is to identify procedures for the completion of environmental reviews with respect to the PHC projects and/or activities in accordance with the conditions set forth in the attached MOU and Federal regulations. The attached MOU agreement has been reviewed and approved by the City Attorney and the PHC.

In order to comply with federal laws, the following resolution is recommended for your consideration:

WHEREAS, the Pontiac Housing Commission maintains public housing under Section 9 of the United States Housing Act of 1937;

WHEREAS, the Pontiac Housing Commission may secure assistance from the City for completing environmental reviews of any property where federal funds may be expended;

WHEREAS, under the federal law, the City of Pontiac is the authorized entity to assume environmental review obligations and to prepare environmental reviews; and

WHEREAS, the proposed Memorandum of Understanding has been reviewed and approved by both the City Attorney and the Deputy Mayor;

NOW, THEREFORE, BE IT RESOLVED the Pontiac City Council approves the Memorandum of Understanding between the City of Pontiac and the Pontiac Housing Commission and authorizes the Mayor to execute the agreement.

JBD

ATTACHMENT

GMH GIARMARCO, MULLINS & HORTON, P.C.
ATTORNEYS AND COUNSELORS AT LAW

Detroit ▼ Troy

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Peter J. Bill	Julius H. Giarmarco	Adam Levitsky	Paul A. Thursam	Barry L. King
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Basil M. Briggs	Bruce W. Haffey	John P. McNew	Sean M. Walsh	Peter J. Sarkesian
Robert A. Bryant	William H. Heritage, III	George D. Mercer	Donald K. Warwick	Lawrence F. Schiller
Thomas P. Cavanaugh	Stephen J. Hitchcock	J. Travis Mhelick	Matthew S. Weaver	
Kenneth B. Chaple	William L. Hooth	John L. Miller	Richard A. Wojewoda	
John C. Clark	William H. Horton	Timothy J. Mullins	Marsha M. Woods	
George A. Contis	Marvin A. Jennings, Jr	Mark S. Papazian	LeRoy H. Wulfmeyer, III	

May 3, 2016

Mayor Deidre Waterman
City of Pontiac
47450 Woodward
Pontiac, MI 48342

ATTORNEY-CLIENT COMMUNICATION
SUBJECT TO PRIVILEGE AND
NOT SUBJECT TO DISCLOSURE

RE: Pontiac Housing Commission Memorandum of Understanding

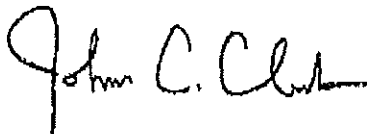
Dear Mayor Waterman:

We were asked to provide an introduction letter to Council regarding the Pontiac Housing Commission ("PHC") Memorandum of Understanding that the City is asking the Council to approve. The PHC maintains public housing utilizing federal funds. As the recipient of the federal funds, PHC may secure assistance from the City for completing environmental reviews of any property where federal funds are being expended. Under federal law, the City is the authorized entity to assume environmental review obligations and to prepare environmental review findings. *See, 24 CFR 58.1 et. seq.* Under the Memorandum of Understanding, the PHC will be required to reimburse the City for any funds expended for publishing notices, postage, fees and expenses of consultants or experts, and any other actual costs incurred with the reviews. The term of the Memorandum of Understanding is one year.

Thus, it is our recommendation that the Council adopt a resolution approving the Memorandum of Understanding between the PHC and the City. There is no required public hearing and Council can follow its normal protocol for placing items on its agenda for consideration.

Please advise if you have any questions in response to this opinion.

Very truly yours,
GIARMARCO, MULLINS & HORTON, P.C.



John C. Clark

JCC/jmf

Cc: Jane Bais-DiSessa, Deputy Mayor
John C. Clark, Esq.

Memorandum of Understanding
Between the City of Pontiac and PHC Housing Commission
For the completion of environmental reviews

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on April 8th, 2016 by and between the PHC Housing Commission, an incorporated public housing authority (hereinafter referred to as the PHA) and the City of Pontiac, a body politic and incorporated, acting as the Responsible Entity (hereinafter referred to as RE).

WHEREAS, the PHA maintains public housing under Section 9 of the United States Housing Act of 1937, and may elect to pursue housing projects and/or activities with federal financial assistance subject to environmental reviews pursuant to the National Environmental Policy Act of 1969 (NEPA) and implementing regulations of the Council on Environmental Quality, including but not limited to the regulations at 40 CFR Parts 1500-1508, and implementing regulations of the U.S. Department of Housing and Urban Development (HUD), including but not limited to HUD's regulations at 24 CFR Part 58; and

WHEREAS, as the recipient of federal financial assistance, the PHC may secure assistance for completing environmental reviews by the unit of general local government where the project is located as the RE authorized to assume environmental review obligations pursuant to 24 CFR 58.2(a)(7)(ii)(B); and

WHEREAS, the RE certifies it is authorized to: (1) assume responsibility for environmental review, decision making and action under NEPA and each provision of law designated in 24 CFR 58.5 applicable to any and all of the HUD financial assistance awarded to the PHC; (2) accept jurisdiction of the Federal courts for enforcement of these environmental responsibilities; and (3) execute the certification portion of HUD's Request for Release of Funds (RROF) and certifications as set forth in 24 CFR 58.4, 58.13, and 58.71; and

WHEREAS, The PHC requested the RE to complete the environmental review record with respect to the PHC's projects or activities pursuant to the conditions and provisions set forth in this MOU and the RE accepts responsibility to act as the responsible Federal agency under NEPA and the laws and authorities in 24 CFR 58.5 with respect to said projects and activities.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth below, the PHC and RE hereby agree as follows:

Article 1. Incorporated of recitals: The recitals sets forth above are incorporated by references as if fully set forth herein and made a part hereof.

Article 2. Duties and Responsibility of RE:

1. RE will perform and/or manage all environmental reviews and prepare all necessary documentation in support of the environmental review record for all activities pursuant to the PHC's projects and any accompanying documents necessary to be submitted to HUD, in full compliance with:
 - a) HUD's Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities" (24 CFR Part 58);

- b) Section 102 of NEPA
 - c) Related provisions of Council on Environmental Quality regulations contained in 40 CFR Parts 1500 through 1508; and
 - d) All other applicable Federal and State regulations.
2. Where appropriate and necessary in the environmental review process, RE will issue findings of no significant impact (FONSI) or findings of significant impact, determine whether to hold public hearings, prepare environmental impacts statements and records of decision, issue notices of FONSI and notices of intent to request release of funds, and prepare request for release of funds
 3. RE may retain consultants and experts for special reviews or investigations and obtain other outside services deemed necessary by the RE to its functions hereunder. Prior to retaining any such experts, consultants or outside services, RE shall discuss the need for and scope of such work or services with the PHC. The PHC shall pay the cost of any such services, including additional consultants and experts as referenced above, related to any of the obligations of RE set forth in this MOU.
 4. RE has the right to pre-approve any consultants retained and/or utilized by PHC to perform any review or analysis required under this MOU.

Article 3: Duties and Responsibilities of PHC

1. PHA procures at the PHC's expense and provides RE with all available project and environmental information need by RE in connection with activities pursuant to this MOU, including, without limitation, existing relevant information and any reports of investigation or study required to conduct an environmental review consistent with law regulations. PHA represents and warrants that all experts and consultants retained to perform services under this MOU have sufficient training, experience, and expertise to perform the assigned task.
2. PHC provides RE with documentation that adequately describes the full scope, purpose, and interrelationships of the subject HUD assisted project, which may include privately finance or non-federally assisted PHC financing, and any other documents and/or information requested by RE that RE reasonably believes is necessary to perform services required under this MOU and that are within the PHC's possession or control.
3. PHC serves as liaison with local community groups and residents regarding all aspects of RE services under this MOU, including, but not limited to, scheduling meetings and participating in public meetings. PHC provides the RE with prior written notice of all meetings related to MOU services in order to allow the RE the opportunity to participate in such meetings.
4. PHC reimburse RE for expenses incurred for performing services under this MOU, including, but not limited to:
 - a. Cost of publishing notices

- b. Postage and express package delivery charges
 - c. Fees and expenses of consultant and outside services retained related to PHC's Capital Fund Projects
 - d. Actual cost incurred associated with any surveys or investigations
5. PHC monitors environmental mitigation or procures such services to ensure compliance with environmental conditions specified in the authorization to use HUD funds or HUD approvals.
 6. PHC provides the Five Year and Annual Plans to the RE in order to facilitate integration between RE planning and PHC activities and projects that require environmental reviews, including development, modernization or other capital activities.
 7. PHA communicates to stakeholders the requirements for environmental reviews before any partner or stakeholder in the development makes a choice-limiting action upon submission of an application for HUD financial assistance.
 8. PHA agrees to defend, indemnify, and hold RE harmless in the event that any study or other obligation as performed by PHA or RE on behalf of RE is faulty, defective or incomplete.

Article 4. Agreement Terms

1. This MOU is effective for a period of one (1) year or until terminated by the PHA pursuant to the provisions of this MOU.
2. PHA may terminate this MOU at any time by giving thirty (30) days' written notice to RE.
3. RE may terminate this MOU for cause upon seven (7) days' notice to PHA, including a statement of the reasons therefore, and after an opportunity for a hearing is afforded. As used herein, cause shall include any failure of PHA to promptly reimburse RE for costs, any other non-performance by PHA under this MOU or any material failure by PHA to comply with any term of this MOU.

Article 5. Conditions

1. NO official, employee or agent of either party shall be charged personally by the other or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this MOU, because of such party's execution or attempted execution of this MOU, or because of any breach thereof.
2. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof, and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this MOU that are not expressly addressed herein.
3. No changes or modifications of this MOU are binding unless made in writing and executed by the duly authorized officers of both the PHA and RE.

4. PHA and RE shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government now existing or hereinafter in effect, which may in any manner affect the performance of this MOU.
5. Whenever under this MOU either party, by a proper authority, waives either party's performance in any respect or waives a requirement or condition of either party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the MOU regardless of the number of times either party may have waived the performance, requirement or condition.

Article 6. Authority and Notice


1. Each person signing this MOU represents and warrants that such person has the requisite power and authority to enter into, execute, and deliver this MOU and that this MOU is a valid and legally binding and enforceable obligation in accordance with its terms.
2. All verbal and written communication, including required reports and submissions, shall be transmitted between RE and PHA as noted below.

Any notices sent to City shall be electronically transmitted to: jbais-disessa@pontiac.mi.us

Any notices sent to the Authority shall be electronically transmitted to: central@pontlachousing.com

IN WITNESS WHEREOF, the City of Pontiac and Pontiac Housing Commission have executed this Memorandum of Understanding as of the date first written above and under the laws of the State of Michigan.

City of Pontiac
By: Deldre Waterman
Its: Mayor



Pontiac Housing Commission
By: Ahmad Taylor
Its: Executive Director

Memorandum

To: Pontiac City Council
From: Michelle McKenzie, Purchasing Agent
Date: May 3, 2016
Re: Lawn Mowing Services

The City advertised for bids for lawn mowing services in 2015. The bid prices were submitted for three (3) years.

A contract, for the 2015 mowing season, was issued for one year, with options for extending the contract for two additional years, in one year increments, to United Lawnscape. A one (1) year renewal, for the contract for the 2016 mowing season, with the bid prices for 2016, falls within budgeted amounts. The price breakdown is as follows:

<u>Category</u>	<u>2016</u>
City owned facilities	\$ 7,510.00
Parks larger than 5 acres	\$ 52,512.00
Parks under 5 acres	\$ 13,504.00
Collier Landfill	\$ 6,600.00
Miscellaneous	\$ 1,200.00
Major Streets	\$ 21,296.00
Local Streets	\$ 6,000.00
TOTAL	\$ 108,622.00

As lowest qualified bidder, an extension of the contract terms for a one (1) year is being requested.

If Council approves, please pass the following resolution:

WHEREAS, the City of Pontiac is in need of a contractor to perform lawn maintenance on various city-owned properties; and,

WHEREAS, the City solicited bids for this project; and,

WHEREAS, the Director of Public Works has recommended an extension of the contract be granted; and,

WHEREAS, the contract will be granted for a one (1) year extension, following the bid prices for 2016;

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council grants the one (1) year contract extension for lawn care services to United Lawnscape as presented.

City of Pontiac
2015 Mowing Services Bid Form
BID SUMMARY-United Lawnscape

Category	April 30 to October 15, 2015 Price per Mow	Total Price per Site for 2015	April 30 to October 15, 2016 Price per Mow	Total Price per Site for 2016	April 30 to October 15, 2017 Price per Mow	Total Price per Site for 2017
City Owned Facilities	\$278.00	\$7,260.00	\$288.00	\$7,510.00	\$298.00	\$7,760.00
I-75 Business Lopp/Woodward Properties	\$546.00	\$8,736.00	\$558.00	\$8,928.00	\$570.00	\$9,120.00
M-59 Business Loop/Properties	\$275.00	\$4,400.00	\$280.00	\$4,480.00	\$285.00	\$4,560.00
Parks Larger than 5 Acres	\$3,168.00	\$50,688.00	\$3,282.00	\$52,512.00	\$3,296.00	\$54,536.00
Parks Under 5 Acres	\$788.00	\$12,608.00	\$844.00	\$13,504.00	\$902.00	\$14,432.00
Collier Landfill	\$3,200.00	\$6,400.00	\$3,300.00	\$6,600.00	\$3,400.00	\$6,800.00
Miscellaneous	\$290.00	\$1,160.00	\$300.00	\$1,200.00	\$310.00	\$1,240.00
Major Streets	\$1,274.00	\$20,384.00	\$1,331.00	\$21,296.00	\$1,388.00	\$22,208.00
Local Streets	\$360.00	\$5,760.00	\$375.00	\$6,000.00	\$390.00	\$6,240.00
TOTALS	\$10,179.00	\$117,396.00	\$10,558.00	\$122,030.00	\$10,939.00	\$126,696.00

Memorandum

To: Pontiac City Council
From: Michelle McKenzie, Purchasing Agent
Date: May 3, 2016
Re: Streetlight and Traffic Signal Services

The City is in need for a contract extension of one (1) month for our current contractor J. Ranck Electric. The contract prices will remain unchanged for the month of May 2016.

A previous month to month contract was issued to J. Ranck Electric. The price breakdown for the streetlight services and the traffic signal services are attached:

As our current contractor, an extension of the contract terms for a one (1) month is being requested.

If Council approves, please pass the following resolution:

WHEREAS, the City of Pontiac is in need of a contractor to perform streetlight and traffic signal services; and,

WHEREAS, the City solicited bids for this project and created a contract that has now expired; and,

WHEREAS, the Director of Public Works has recommended an extension of the contract be granted; and,

WHEREAS, the contract will be granted for a one (1) month extension, following the previously contracted prices;

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council grants the one (1) month contract extension for streetlight and traffic signal services to J. Ranck Electric as presented.

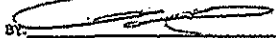
Street Light Maintenance Bid Sheet (part 1 of 2)

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder. I further propose to deliver the above-described services for the City of Pontiac in a first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

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

FIRM NAME: J. Ranck Electric, Inc. DATE: 10/26/12

BY: 
Signature

BY: Adam Ranck Vice President
Name and Title (print of type)

ADDRESS: 1993 Gover Parkway, Mt. Pleasant, MI 48858

Street City State Zip Code

PHONE: (989) 775-7393 FAX: (989) 775-8830

** We Acknowledge Addendum No. 1 **

Cost below should not include the cost of materials (i.e. bulbs, fuse and wire) only labor and equipment

Item #	Description	Type of pole/fixture	Year 1 Cost	Year 2 Cost	Year 3 Cost
1	Standard Service Call Cost (for below items)	n/a	\$150.00	\$150.00	\$150.00
2	Additional cost to deploy 2nd crew	n/a	\$150.00	\$150.00	\$150.00
3	Emergency/Service call (less than 24HR notice)	n/a	\$250.00	\$250.00	\$250.00
4	Re-wire Pole (cost per ft.)	Standard pole	\$2.50	\$2.50	\$2.50
5	Re-wire Pole (cost per ft.)	Decorative	\$2.50	\$2.50	\$2.50
6	Replace Bulb	Standard pole	\$150.00	\$150.00	\$150.00
7	Remove and replace LED Fixture	Cobra Head LED	\$200.00	\$200.00	\$200.00
8	Remove and Replace LED Fixture	Decorative LED	\$200.00	\$200.00	\$200.00
9	Replace fuse	Standard/Decorative pole	\$50.00	\$50.00	\$50.00
10	Replace ballast	Standard/Decorative pole	\$50.00	\$50.00	\$50.00
11	Replace photocell	n/a	\$50.00	\$50.00	\$50.00
12	Service Call for Pole replacement	Standard pole	\$150.00	\$150.00	\$150.00
13	Emergency Service call for Pole replacement only (less than 24HR notice)	Standard pole	\$250.00	\$250.00	\$250.00
14	Replace Poles/support structures (Wood)	Standard pole	\$500.00	\$500.00	\$500.00
15	Replace Poles/support structures (Aluminum)	Standard pole	\$500.00	\$500.00	\$500.00
16	Replace Poles/support structures	Decorative	\$500.00	\$500.00	\$500.00
17	Standard Service call	n/a	\$150.00	\$150.00	\$150.00
18	Hourly rate for electrician for items outside of scope	n/a	\$125.00	\$125.00	\$125.00

EXHIBIT A

Street Light Maintenance Bid Sheet (part 2 of 2)

cost below should not include the cost of materials (i.e. bulbs, fuse and wire) only labor and equipment

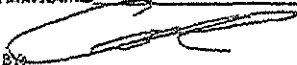
Item #	Description	Type of Pole/Fixture	Year 1 Cost	Year 2 Cost	Year 3 Cost
19	Emergency Service call for overhead wire only (less than 24HR notice)	n/a	\$250.00	\$250.00	\$250.00
20	Replace Overhead wire (cost per ft.)	n/a	\$2.50	\$2.50	\$2.50
21	Standard Service Call (underground wire only) Cost	n/a	\$150.00	\$150.00	\$150.00
22	Emergency Service call for underground wire only (less than 24HR notice)	n/a	\$250.00	\$250.00	\$250.00
23	Replace underground wire -excavation and repair (cost per linear ft.) cost should include backfill and restoration	n/a	\$25.00	\$25.00	\$25.00
24	Service call for directional drilling	n/a	\$1,000.00	\$1,000.00	\$1,000.00
25	Cost for directional drilling of conduit (per linear ft.)	n/a	\$50.00	\$50.00	\$50.00
26	Standard Service Call (diagnose wire break) Cost	n/a	\$150.00	\$150.00	\$150.00
27	Emergency Service call for diagnosing wire break (less than 24HR notice)	n/a	\$250.00	\$250.00	\$250.00
28	Cost per hour to diagnose a wire break or short	n/a	\$150.00	\$150.00	\$150.00

Above pricing should include the cost of diagnostics

Example of how a job is billed for replacement of 5 bulbs and 1 fuse.
 = \$75 + \$100 (5x20) + \$15 = \$190 labor
 = \$5 + \$50 (10x5) = \$55 X 10% = \$60.5 materials
 Total bill = \$250.50
 Contractor pricing:
 Standard Service Call \$75
 Replace Bulb \$20
 Replace Fuse \$15
 Materials
 Bulb \$20
 Fuse \$5

Disclaimer:

The City of Pontiac reserve the right to eliminate any of the work items listed above, if the work is no longer required or is in the best interest of the City.
 The City of Pontiac reserves the right to bid out any work that would be deemed outside the scope of work, including but not limited to replacing traditional lights with LED fixtures.

FIRM NAME: J. Ranck Electric, Inc. DATE: 10/26/12
 BY: 
 Signature: Adam Ranck

**** We Acknowledge Addendum No. 1 ****

EXHIBIT A

Traffic Light Maintenance Bid Sheet (part 1 of 2)

This undersigned proposes to provide services proposed in this contract as specified herein. I hereby certify that I am a duly licensed contractor in the State of Michigan. I further propose to deliver the above-specified services to the City of Farmington Hills, Michigan, in accordance with the specifications contained herein. I understand that the City of Farmington Hills is not bound by this contract until it is accepted in writing by the City of Farmington Hills. I understand that the City of Farmington Hills is not bound by this contract until it is accepted in writing by the City of Farmington Hills.

Proposed by: **J. Rank Electric, Inc.** DATE: **10/26/12**

Signature: *[Signature]*

By: **Adam Rank, Vice President**

Name and Title (Print or Type)

Address: **1993 Covent Parkway, Mt. Pleasant, MI 48858**

Street City State Zip Code

Phone: **(989) 775-7393** Fax: **(989) 775-9830**

City State Zip Code

** We Acknowledge Addendum No. 1 **

Item #	Description	Quantity	Unit Price	Total Price
1	Standard traffic light	1	\$150.00	\$150.00
2	Standard traffic light	1	\$150.00	\$150.00
3	Standard traffic light	2	\$250.00	\$250.00
4	Standard traffic light	1	\$150.00	\$150.00
5	Standard traffic light	1	\$150.00	\$150.00
6	Standard traffic light	1	\$50.00	\$50.00
7	Standard traffic light	1	\$150.00	\$150.00
8	Standard traffic light	1	\$100.00	\$100.00
9	Standard traffic light	1	\$100.00	\$100.00
10	Standard traffic light	2	\$200.00	\$200.00
11	Standard traffic light	1	\$50.00	\$50.00
12	Standard traffic light	1	\$125.00	\$125.00
13	Standard traffic light	1	\$150.00	\$150.00
14	Emergency services with the above items (over 1000 miles)		\$375.00	\$375.00
15	Monthly site forwarded jobs		\$150.00	\$150.00

Amount being billed under the terms of this contract.

Traffic Light Maintenance Bid Sheet (part 2 of 2)

cost below should not include the cost of materials (i.e. bulbs, fuse and wire) only labor and equipment

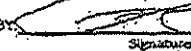
Item	Year 1 Cost	Year 2 Cost	Year 3 Cost
16 Standard Service Call (overhead wire only) Cost	\$300.00	\$300.00	\$300.00
17 Emergency Service call for overhead wire only (less than 24HR notice)	\$2.00	\$2.00	\$2.00
18 Replace Overhead wire (cost per ft.)	\$1.75	\$1.75	\$1.75
19 Standard Service Call (underground wire only) Cost	\$300.00	\$300.00	\$300.00
20 Emergency Service call for underground wire only (less than 72HR notice)	\$250.00	\$250.00	\$250.00
21 Replace underground wire, excavation and repair (cost per linear ft.) cost should include backfill and restoration	\$25.00	\$25.00	\$25.00
22 Service call for directional drilling	\$1,000.00	\$1,000.00	\$1,000.00
23 Cost for directional drilling of conduit (per linear ft.)	\$50.00	\$50.00	\$50.00

Above pricing should include the cost of diagnostics

Example of how a job is billed for replacement of 5 bulbs and 1 relay.
 $4575 + 5100 (5x20) + 315 = 5190$ labor
 $= 254 + 550 (10GS) = 554 \times 10\% = 55.4$ materials
 Total bill = \$250.50
 Contractor pricing:
 Standard Service Call 150
 Replace bulb 230
 Replace relay 125
 Materials
 Bulb 230
 Relay 125

Disclaimer:
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 The City of Pontiac reserves the right to bid out any work that would be deemed outside the scope of work, including but not limited to replacing traditional lights with LED fixtures

FIRM NAME: J. Ranck Electric, Inc. DATE: 10/26/12

BY: 
 Signature: Adam Ranck

** We Acknowledge Addendum No. 1 **

NOTES
