

PONTIAC CITY COUNCIL

Kermit Williams, District 7
President
Randy Carter, District 4
President Pro Tem



Patrice Waterman, District 1
Don Woodward, District 2
Mary Pietila, District 3
Gloria Miller, District 5
Dr. Doris Taylor Burks, District 6

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."

Garland S. Doyle, M.P.A.
Interim City Clerk

FORMAL MEETING (AMENDED AGENDA)

April 16, 2019

12:00 P.M.

80th Session of the 10th Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to the Agenda (Add Resolution to change the date that agenda items are due to the City Clerk to April 17, 2019 by 5:00 p.m. since the City is closed on Friday, April 19, 2019 in observance of Good Friday as Agenda item 5. Add Set a Date for the Community Benefits Ordinance Discussion as Agenda Item 6.)

Approval of the Amended Agenda

Approval of the Minutes

1. Special Meeting of April 9, 2019
2. Study Session of April 9, 2019

Discussion

3. City of Pontiac Budget Goal Session for FY 2019 – 2020

Recognition of Elected Officials

Agenda Address

Agenda Items

Resolution

4. Resolution to approve the contract renewal with Oakland County Equalization Division for three years from July 1, 2019 to June 30, 2022 based on the terms and conditions contained in the attached draft contract and to authorize the Mayor to sign final contract.
5. Resolution to change the date that agenda items are due to the City Clerk to April 17, 2019 by 5:00 p.m. since the City is closed on Friday, April 19, 2019 in observance of Good Friday.

6. Set Date for the Community Benefits Ordinance Discussion

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

SPECIAL MEETING MINUTES

April 9, 2019 Special Meeting

**Official Proceedings
Pontiac City Council
78th Session of the Tenth Council**

A Special Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, April 9, 2019 at 5:00 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

Members Present: Carter, Miller, Pietila, Taylor-Burks, Waterman, Williams and Woodward.
Mayor Waterman was present.
Clerk announced a quorum.

19-118 **Approval of the Agenda.** Moved by Councilperson Waterman and second by Councilperson Woodward.

Ayes: Pietila, Taylor-Burks, Waterman, Williams and Miller
No: None
Motion Carried.

Agenda Items for Consideration

1. Resolution to Authorize the City Clerk to Publish a Notice of Intent to Issue Capital Improvement Bonds and Authorize the Issuance of Capital Improvement Bonds, Series 2019A the Purpose of Paying all or Part of the Costs of Acquiring, Constructing, Furnishing and Equipping Improvements to the Parking Deck, Plaza and Related Improvements to the Facility Commonly Known as the Phoenix Center and Designate the Mayor and Finance Director as Authorized Officers to Take Such Other Actions and Make Such Other Determinations as may be Necessary to Accomplish the Sale and Delivery of the Bonds and the Transactions Contemplated by the Resolution.
2. Resolution to Authorize the Issuance of Bond Anticipation Notes, and Designate the Mayor And Finance Director to Take All Other Actions Necessary or Advisable to Enable the Sale and Delivery of the Notes as Contemplated by the Resolution.

These two agenda items are a result of the Phoenix Center litigation. Mayor Waterman gave opening remarks. City Attorney John Clark gave an overview of the litigation. Ronald Liscombe, Esq., Miller Canfield and Brian Lefler, a financial advisor with Baird gave an overview of the two transactions to the City Council. Brian Camiller, Plante & Moran participated in the discussion. The City Council requested an overall plan for the Phoenix Center.

One (1) individual addressed the body during public comment.

April 9, 2019 Special Meeting

President Kermit Williams adjourned the meeting at 5:50 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

DRAFT

STUDY SESSION MINUTES

April 9, 2019 Study Session

**Official Proceedings
Pontiac City Council
79th Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, April 9, 2019 at 6:02 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

Members Present: Carter, Miller, Pietila, Waterman, Williams and Woodward.

Members Absent: Doris Taylor-Burks.

Mayor Waterman was present.

Clerk announced a quorum.

19-119 **Excuse Councilperson Doris Taylor-Burks for personal reasons.** Moved by Councilperson Woodward and second by Councilperson Pietila.

Ayes: Miller, Pietila, Waterman, Williams, Woodward and Carter

No: None

Motion Carried.

Councilwoman Doris Taylor-Burks arrived at 6:05 p.m.

19-120 **Motion to add Pastor Jones, Greater Pontiac Coalition as item #1a for a 5 minute presentation and remove item #8 (proposed budget goal session), item #13 (communication from Mayor regarding city credit card statement), item #14 (communication from the Mayor regarding check register), and item #15 (communication from the Mayor regarding mileage reimbursement policy) from the agenda and bring back on April 23, 2019.** Moved by Councilperson Waterman and second by Councilperson Woodward.

Ayes: Taylor-Burks, Waterman, Williams, Woodward, Carter and Miller

No: Pietila

Motion Carried.

19-121 **Approval of the Agenda with amendments.** Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

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

No: None

Motion Carried.

19-122 **Point of Privilege for April 16, 2019 to be designated as the Budget Goals Session Meeting.** Moved by Councilperson Pietila and second by Councilperson Woodward.

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

No: Miller

Motion Carried.

19-123 **Approval of the meeting minutes of April 2, 2019.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

Motion Carried.

Fifteen (15) individuals addressed the body during public comments.

19-124 **Resolution to approve the Planning Commission recommendation to Approve the City of Pontiac Zoning Text Amendment for Medical Marihuana Facility Uses along with Amendments introduced and confirmed by City Council on March 12, 2019 and March 26, 2019, respectively and Planning Division suggested amendments included in Planning Manager's report titled "April 3, 2019 Medical Marihuana Public Hearing", dated March 27, 2019 and refer recommendation to City of Pontiac at their April 9, 2019 meeting.** Moved by Councilperson Waterman and second by Councilperson Pietila.

Whereas, following Pontiac approval of Proposal 1: City of Pontiac Medical Marihuana Facilities Ordinance in August 2018 and following the recount certification on September 12, 2018; the City prepared a Zoning Text Amendment of the City of Pontiac Zoning Ordinance to include uses of Medical Marihuana Facilities within the City of Pontiac; and

Whereas, In accordance with the procedures outlined in the Zoning Ordinance, Sections 6.802 as it relates to Zoning Text Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, on April 3, 2019, a Public Hearing was held and in consideration of public opinion, the Planning Commission recommended approval of the City of Pontiac Zoning Text Amendment for Medical Marihuana Facility Uses to amend the City of Pontiac Zoning Ordinance to include uses of Medical Marihuana facilities within the City of Pontiac; and

Whereas, Pursuant to Pontiac City Charter Provision 3.112 [e], this is an EMERGENCY ORDINANCE to regulate the proliferation of medical marihuana facilities within the City of Pontiac and thereby ensure the health and safety of its residents, and shall be given immediate effect; and

Now, Therefore, Be It Resolved, that the City Council for the City of Pontiac approve the Planning Commission recommendation for the City of Pontiac Zoning Text Amendment for Medical Marihuana Facility Uses of the City of Pontiac Zoning Ordinance to include Medical Marihuana facilities within the City of Pontiac.

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

No: None

Resolution Passed.

19-125 **An Emergency Ordinance to amend Ordinance 2361 an Emergency Ordinance that amended the City of Pontiac's Zoning Ordinance to include Medical Marihuana facility uses in designated overlay districts to include the following amendments: Amend Article 2, Chapter 1, Section 2.101, Table 1 - Zoning Districts, Special Purpose Zoning Districts; Amend Article 2, Chapter 2, Section 2.203, Table 2 - Uses Permitted by District; Article 2, Chapter 5 -Development Standards for Specific Uses is amended to add Sections, 2.544, 2.545, 2.546, 2.547, and 2.548; Article 3 - Special Purpose Zoning Districts is amended to add Chapter 11 - Medical Marihuana Overlay District, and Article 7 - Definitions is amended to add Chapter 2 and Chapter 3, Section 7.202, 7.203 and 7.301. Pursuant to Pontiac City Charter Provision 3.112[e], this is an EMERGENCY ORDINANCE to regulate the proliferation of medical marihuana facilities within the City of Pontiac and thereby ensure the health and safety of its residents, as such, shall be given immediate effect.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Ordinance Passed.

The Ordinance is attached as Exhibit A.

Council President Williams requested a legal opinion from the City Attorney on the issue that Council President Pro-Tem Carter raised about the ordinance inconsistency with State law pertaining to Medical Marihuana grow facilities.

19-126 **Suspend the Rules.** Moved by Councilperson Woodward and second by Councilperson Miller.

Ayes: Miller, Taylor-Burks, Waterman, Williams, Woodward and Carter

No: Pietila

Motion Carried.

19-127 **Resolution to approve Mayor's Appointment of Mr. Hughey Newsome, as Finance Director for the City of Pontiac at an annual salary of \$131,040 effective April 15, 2019.** Moved by Councilperson Woodward and second by Councilperson Pietila.

Whereas, Subsequent to the resignation of our Finance Director, Nevrus Nazarko, a vacancy for the appointed Finance Director position was created; and

Whereas, Hughey Newsome has previously served in capacity of Chief Financial Officer, has earned two Master's degrees; and has the skills needed to serve the City of Pontiac in the capacity of Finance Director; and

Whereas, Article IV, Chapter 1, Section 4.106, of the Home Rule Charter states that the Mayor shall appointment for each department of the executive branch a director for each department, subject to the approval by Council; and

Whereas, the Mayor has appointed Mr. Hughey Newsome to the position of Finance Director, contingent on Council approval; and

Now, Therefore, Be It Resolved, that the Pontiac City Council does hereby approve Hughey Newsome to serve at the Finance Director performing the required duties and obligations of the Finance Director effective, Monday, April 15, 2019 at the base salary of \$131,040.00.

Ayes: Pietila, Waterman and Woodward
No: Taylor-Burks, Williams, Carter and Miller
Resolution Failed.

Received communication from the Mayor regarding letter to address City Council resolution requesting that Giarmarco, Mullins & Horton, P.C., assign another Attorney to Appear at City Council Meetings.

Councilman Don Woodward left the meeting.

19-128 **Suspend the rules.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Ayes: Taylor-Burks, Waterman, Williams, Carter, Miller and Pietila
No: None
Motion Carried.

19-129 **Resolution to Appoint Monique A. Sharpe, Esq. to the position of Legislative Counsel to the Pontiac City Council.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the Pontiac City Council believes it is in its best interest to reclassify the position of Policy Advisor to Legislative Counsel to the Pontiac City Council to accurately reflect the additional job responsibilities of the position; and,

Whereas, the position of Legislative Counsel requires a Juris Doctorate Degree from an accredited law school and license to practice law in Michigan; and,

Whereas, the Legislative Counsel will serve as the strategic legal and legislative policy advisor to the Pontiac City Council; and,

Whereas, the Legislative Counsel will provide independent analysis, advice and recommendations to the City Council on matters before the Council; and,

Whereas, the position of Legislative Counsel does not prevent the City Council from obtaining independent legal counsel as permitted by section 4.204 of the Home Rule Charter of the City of Pontiac; and,

Whereas, the current Policy Advisor, Monique A. Sharpe, Esq. is a license attorney and meets the qualifications for the position of Policy Advisor; and,

Whereas, section 3.115 of the Charter permits the City Council to appoint staff.

April 9, 2019 Study Session

NOW, THEREFORE BE IT RESOLVED, that the job title of Policy Advisor be reclassified to Legislative Counsel to the Pontiac City Council effective immediately and the Pontiac City Council hereby appoints Monique A. Sharpe, Esq. to the position of Legislative Counsel.

Ayes: Waterman, Williams, Carter, Miller, Pietila, Taylor-Burks

No: None

Resolution Passed.

Presentations

Jobs Pipeline and Spring Job Fair Update presented by **Kiearha Davidson, Personnel Manager**

Status Update Regarding City of Pontiac Retired Employees Association (CPREA) – IRS Transition presented by **City Attorney John Clark**

Mayoral Update Regarding Lawsuit Entitled: Pontiac City Council vs Deirdre Waterman, as Mayor of the City of Pontiac, and Nevrus Nazarko, as Director of Finance for the City of Pontiac **presented by Attorney John Clark and Attorney Khalilah Spencer.**

Attorney John Clark will submit invoices at next meeting in regards to the lawsuit.

Received communication from the Office of the City Clerk regarding an application received for Obsolete Property Rehabilitation Exemption Certificate from JBD Indian Hill Ventures, LLC in regards to 50 Wayne Street Pontiac, Michigan.

President Kermit Williams adjourned the meeting at 8:16 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE 2361 TO INCLUDE MEDICAL MARIHUANA FACILITY USES IN DESIGNATED OVERLAY DISTRICTS TO INCLUDE:

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

ARTICLE 2, CHAPTER 2, SECTION 2.203, TABLE 2-USES PERMITTED BY DISTRICT;

ARTICLE 2, CHAPTER 5-DEVELOPMENT STANDARDS FOR SPECIFIC USES TO ADD SECTIONS 2.544, 2.545, 2.546, 2.547, AND 2.548;

ARTICLE 3-SPECIAL PURPOSE ZONING DISTRICTS TO ADD CHAPTER 11-MEDICAL MARIHUANA OVERLAY DISTRICTS, AND;

ARTICLE 7-DEFINITIONS TO ADD CHAPTER 2 AND CHAPTER 3, SECTIONS 7.202, 7.203 AND 7.301.

THE CITY OF PONTIAC ORDAINS:

Article 2 Chapters 1 and 2 Section 2.101 Table 1 and Section 2.203 Table 2 Zoning Districts is amended to add:

Abbreviation	General Zoning Districts	Abbreviation	Special Purpose Zoning Districts
To Remain The Same	To Remain The Same	--	--
		--	--
		MMOD	Medical Marihuana Overlay Districts

Amend Article 2 I Chapter 2 - Section 2.203 Table 2 (Uses Permitted By District). Not more than five (5) Medical Marihuana Provisioning Center Facilities are to be located in any one of the three Medical Marihuana Overlay Districts [MMOD], described in Section 3.1106.

Commercial, Office, and Service Uses												
	Residential Districts			Commercial Districts					Industrial Districts			
	R-1	R-2	R-3	C-0	C-1	C-2	C-3	C-4	M-1	M-2	IP-1	
Medical Marihuana Grower									O	O	O	Section 2.544
Medical Marihuana Processor									O	O	O	Section 2.545
Medical Marihuana Provisioning Centers					*	O	O	*	O	O		Section 2.546

Medical Marihuana Safety Compliance Facility			*	o	*	*	*	*		Section 2.547
Medical Marihuana Secure Transporter			*	o	*	*	*	*	o	Section 2.548

* Special Exception Permit Uses outside the Medical Marihuana Overlay Districts

o Principal Permitted Uses in the Medical Marihuana Overlay Districts

Article 2 Chapter 5 - Development Standards for Specific Uses is amended to add Sections 2.544, 2.545, 2.546, 2.547, and 2.548 as follows:

Section 2.544 - Medical Marihuana Grower Facilities

Grower means a commercial entity that cultivates, dries, trims, or cures and packages marihuana for sale to a Processor or Provisioning Center, as defined in the Medical Marihuana Facility Licensing Act ("MMFLA"). As used in this ordinance, Grower shall include Class A Growers, Class B Growers, and Class C Growers.

1. Class A Grower means a Grower licensed to grow not more than 500 marihuana plants.
2. Class B Grower means a Grower licensed to grow not more than 1,000 marihuana plants.
3. Class C Grower means a Grower licensed to grow not more than 1,500 marihuana plants.

A. General Provisions

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of Medical Marihuana Grower Facility, and a sign shall be posted on the premises of each facility indicating that consumption is prohibited on the premises.
2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.
3. All activity related to the Medical Marihuana growing shall be done indoors.
4. Any Medical Marihuana Grower Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana and the number of Medical Marihuana plants on the premises which shall not exceed the amount permitted under the Grower license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the Medical Marihuana Grower does not have more Medical Marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of Medical Marihuana at the Facility.
5. The Medical Marihuana Grower Facility shall, at all times, comply with the MMFLA and the rules and regulations of the Department of Licensing and Regulatory Affairs – Bureau of Marihuana Regulations ("LARA"), as amended from time to time.

B. Security

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

2. Any usable Medical Marihuana remaining on the premises of a Marihuana Grower while the Medical Marihuana Facility is not in operation shall be secured in a safe permanently affixed to the premises.

C. Space Separation

1. Unless permitted by the MMFLA, public areas of the Medical Marihuana Grower Facility must be separated from restricted or non-public areas of the Grower Facility by a permanent barrier.
2. Unless permitted by the MMMA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited

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

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Grower Facility.
2. Medical Marihuana Grower uses are not permitted outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.
3. Medical Marihuana Growers are not permitted within the same facility with non-Medical Marihuana facility uses.

F. Disposal of Waste

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

3. That portion of the structure where the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the local Fire Department to ensure compliance with the Michigan Fire Protection Code.

G. Signage

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

H. Co-Location

1. There shall be no other accessory uses permitted within the same facility other than those associated with a Processor and Provisioning Center.
2. Multiple Class C licenses may be stacked in the same facility as defined by the MMFLA, and shall only be considered as one facility for the purposes of this subsection, provided that a separate application fee is paid for each Class C license.

I. Building Design

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

Section 2.545 - Medical Marihuana Processor

Processor means a commercial entity that purchases marihuana from a Grower and that extracts resin from the marihuana or creates a Marihuana-infused product for sale and transfer in package form to a Provisioning Center.

A. General Provisions

1. The Processor shall comply at all times and in all circumstances with the MMFLA, and the general rules of LARA, as they may be amended from time to time.
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of Medical Marihuana Processor, and a sign shall be posted on the premises of each Medical Marihuana Processor indicating that consumption is prohibited on the premises.
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.
4. Any Processor Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana and the number of Medical Marihuana product on the premises which shall not exceed the amount permitted under the Processor license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the Processor does not have more Medical Marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of Medical Marihuana at the Facility.
5. Processor Facilities shall not produce any products other than those marihuana-infused products allowed by the MMFLA and the rules promulgated thereunder.

B. Security

1. Medical Marihuana Processor Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24-hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sherriff Department.
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Processor while the Medical Marihuana Facility is not in operation shall be secured in a safe permanently affixed to the premises.
3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MM FLA, as amended.

C. Space Separation

1. Unless permitted by the MMFLA, public areas of the Medical Marihuana Processor Facility must be separated from restricted or non-public areas of the Processor Facility by a permanent barrier.
2. Unless permitted by the MMFLA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited

1. Processor Facilities shall be free from infestation by insects, rodents, birds, or vermin or any kind.
2. No Medical Marihuana Processor shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Processor is operated.

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Processor Facility.
2. Medical Marihuana Processor uses are not permitted outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.
3. Medical Marihuana Processors are not permitted within the same facility with non-Medical Marihuana facility uses.

F. Disposal of Waste

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

G. Signage

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No licensed Medical Marihuana Processor shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:

- i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and
- ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Co-Location

1. There shall be no other accessory uses permitted within the same facility other than those associated with a Grower and Provisioning Center.
2. The dispensing of Medical Marijuana at the Processor Facility shall be prohibited.

I. Building Design

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

Section 2.546 - Medical Marihuana Provisioning Center

Provisioning Center means a commercial entity that purchases marihuana from a Grower or Processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Centers includes any commercial property where marihuana is sold at retail to registered, qualifying patients, or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a Provisioning Center for purposes of this ordinance.

A. General Provisions

1. Medical Marihuana Provisioning Centers shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises between the hours of 10:00 p.m. and 7:00 a.m.
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Provisioning Center, and a sign shall be posted on the premises of each Medical Marihuana Provisioning Center indicating that consumption is prohibited on the premises.
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.

B. Security

1. Medical Marihuana Provisioning Centers shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24-hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sherriff Department.
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Provisioning Center while the Medical Marihuana Provisioning Center is not in operation shall be secured in a safe permanently affixed to the premises.

C. Space Separation

1. Unless permitted by the MMFLA public areas of the Medical Marihuana Provisioning Center must be separated from restricted or non-public areas of the Provisioning Center by a permanent barrier.
2. Unless permitted by the MMFLA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.
3. Medical Marihuana may be displayed in a sales area only if permitted by the MMFLA.

D. Nuisance Prohibited

1. No Medical Marihuana Provisioning Center shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Provisioning Center is operated.

E. Drive-Through

1. Drive-through windows on the premises of a Medical Marihuana Provisioning Center shall not be permitted.

F. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Provisioning Centers.
2. All registered patients must present both their Michigan Medical Marihuana patient/caregiver ID card and Michigan state ID prior to entering restricted/limited areas or non-public areas of the Medical Marihuana Provisioning Center.
3. No more than five (5) Provisioning Centers shall be established in each of the Medical Marihuana Overlay Districts including Cesar Chavez, Walton Blvd, and C-2 Downtown Overlay Districts.
4. No More than five (5) Provisioning Centers shall be established in the C-1, C-3, and C-4 zoned properties combined outside the Medical Marihuana Overlay Districts.
5. Within the Cesar Chavez and Walton Blvd Overlay Districts Provisioning Centers are located in the C-3, M-1, and M-2 zoning districts.
6. Medical Marihuana Provisioning Centers are not permitted within the same facility with non-Medical Marihuana facility uses.

G. Disposal of Waste

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

H. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws of regulations or State law.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It- shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.

4. No licensed Medical Marihuana Provisioning Center shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:

- i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and
- ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

I. Co-Location

1. There shall be no other accessory uses permitted within the same Facility other than those associated with a Grower and Processor.

Section 2.547 - Medical Marihuana Safety Compliance Facility

Safety Compliance Facility means a commercial entity that receives marihuana from a medical marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to a Medical Marihuana Facility.

A. General Provisions

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Safety Compliance Facility, and a sign shall be posted on the premises of each Medical Marihuana Safety Compliance Facility indicating that consumption is prohibited on the premises.
2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.
3. Any Medical Marihuana Safety Compliance Facility shall maintain a log book and/or a database identifying by date the amount of Medical Marihuana on the premises and from which particular source. The Facility shall maintain the confidentiality of qualifying patients in compliance with the MMMA, and MMFLA, as amended.

B. Security

1. Medical Marihuana Safety Compliance Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24-hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sheriff Department.
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Safety Compliance Facility while the Medical Marihuana Safety Compliance Facility is not in operation shall be secured in a safe permanently affixed to the premises.
3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MM FLA, as amended.

C. Space Separation

1. Unless permitted by the MMFLA, public areas of the Medical Marihuana Safety Compliance Facility must be separated from restricted or non-public areas of the Safety Compliance Facility by a permanent barrier.
2. Unless permitted by the MMFLA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited

1. No Medical Marihuana Safety Compliance Facility shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Safety Compliance Facility is operated.

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Safety Compliance Facility.
2. All registered patients must present both their Michigan Medical Marihuana patient/caregiver ID card and Michigan state ID prior to entering restricted/limited areas or non-public areas of the Medical Marihuana Safety Compliance Facility.
3. Medical Marihuana Safety Compliance uses are permitted in the Cesar Chavez, Walton Blvd, and C-2 Downtown Medical Marihuana Overlay Districts and in the C-1, C-3, C-4, M-1 and M-2 zoning districts outside the Medical Marihuana Overlay Districts.
4. Medical Marihuana Safety Compliance Facilities are not permitted within the same facility with non-Medical Marihuana facility uses.

F. Disposal of Waste

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

G. Signage

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No licensed Medical Marihuana Safety Compliance Facility shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 - i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and

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

H. Building Design

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

Section 2.548 - Medical Marihuana Secure Transporter

Secure Transporter means a commercial entity located in this state stores marihuana and transports marihuana between medical marihuana facilities for a fee. A Secure Transporter shall comply at all times with the MMFLA and the rules promulgated thereunder.

A. General Provisions

1. Consumption and/or use of marihuana shall be prohibited at a facility of a Secure Transporter.
2. A vehicle used by a Secure Transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of medical marihuana to determine compliance with all state and local laws, rules, regulations and ordinances.
3. A Secure Transporter licensee and each stakeholder shall not have an interest in a Grower, Processor, Provisioning Center, or Safety Compliance Facility and shall not be a registered qualifying patient or a registered primary caregiver.
4. A Secure Transporter shall enter all transactions, current inventory, and other information as required by the state into the statewide monitoring system as required by law.

B. Secure Storage

1. Storage of medical marihuana by a Secure Transporter shall comply with the following:
 - i. The storage facility shall not be used for any other commercial purpose.
 - ii. The storage facility shall not be open or accessible in the general public.
 - iii. The storage facility shall be maintained and operated so as to comply with all state and local rules, regulations and ordinances.
2. All marihuana stored within the facility shall be stored within enclosed, locked facilities in accordance with the MMFLA, as amended.

C. Sanitation

1. All persons working in direct contact with marihuana being stored by a Secure Transporter shall conform to hygienic practices while on duty, including but not limited to:
 - i. Maintaining adequate personal cleanliness.
 - ii. Washing hands thoroughly in adequate hand washing areas before starting work and at any other time when the hands may have become soiled or contaminated.
 - iii. Refrain from having direct contact with marihuana if the person has or may have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination, until the condition is correct

D. Disposal of Waste

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

E. Transport Driver

1. A Secure Transporter shall comply with all of the following:
2. Each driver transporting marihuana must have a chauffeur's license issued by the state.
 - ii. Each employee who has custody of marihuana or money that is related to a marihuana transaction shall not have been convicted of or released from incarceration for a felony under the laws of this state, any other state, or the United States within the past five (5) years.
 - iii. Each vehicle shall always be operated with a two-person crew with at least one individual remaining with the vehicle during the transportation of marihuana.
3. A route plan and manifest shall be entered into the statewide monitoring system, and a copy shall be carried in the transporting vehicle and presented to a law enforcement office upon request.
4. The medical marihuana shall be transported by one or more sealed containers and not be accessible while in transit.
5. A secure transporter vehicle shall not bear markings or other indication that it is carrying medical marihuana or a marihuana infused product.

F. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws of regulations or State law.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No licensed Medical Marihuana Secure Transporter shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 - i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and

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

G. Licensing

1. The License required by this chapter shall be prominently displayed on the premise of a Medical Marihuana Secure Transporter use.
2. Medical Marihuana Secure Transporter uses are permitted in the Cesar Chavez, Walton Blvd, and C-2 Downtown Medical Marihuana and in the C-1, C-2, C-3, C-4, M-1 and M-2 zoning districts outside the Medical Marihuana Overlay Districts.
3. Medical Marihuana Secure Transporters are not permitted the same facility with non-Medical Marihuana facility uses.

Article 3 - Special Purposes - Zoning District is amended to add Chapter 11 as follows: Chapter 11- Medical Marihuana Districts

Section 3.1101 – Intent

The purpose of the Medical Marihuana Overlay District (MMOD) is to provide for the placement of Medical Marihuana related uses as authorized pursuant to State regulations with a goal of minimizing potential adverse impacts on adjacent property owners, neighborhoods, and the City.

Section 3.1102 - Medical Marihuana Overlay District Uses

The following Medical Marihuana uses in the Medical Marihuana Overlay Districts, provided the development also meets the Design & Building Standards set forth in Section 3.1112 and Article 2 Chapter 5 Development Standards for Specific Uses:

1. Provisioning Center;
2. Safety Compliance Facility;
3. Secure Transporter;
4. Grower; and
5. Processor.

Section 3.1103 - Medical Marihuana Overlay District Permitted Accessory Uses

1. Off-Street Parking, Loading and Unloading as required per Section 4.307; and
2. Any use that is not incidental to the permitted principal use.

Section 3.1104 - Medical Marihuana Uses Requiring Site Plan Review

All Medical Marihuana uses are subject to Site Plan Review set forth in Article 6, Chapter 2, Section 6.202

Section 3.1105 – Licensing

All operators of medical marihuana facilities must obtain a State of Michigan & City of Pontiac License.

Section 3.1106 - Medical Marihuana Uses Requiring Planning Commission Special Exception Permit

Medical Marihuana uses outside the Medical Marihuana Overlay Districts are subject to Planning Commission approval following the Standards for Approval of Section 6.303 for Special Exception Permits, and Article 2, Chapter 5, Development Standards for Specific Uses

Section 3.1107 - Standards for Special Exemption Approval

For consideration of Medical Marihuana uses by the Planning Commission, the Commission shall review each application for the purpose of determining that each Medical Marihuana facility on its location will:

1. Not impact surrounding residential neighborhoods.
2. Provide easy access for patients with accessible parking.
3. Be adequately served by utilities with sufficient capacity.
4. Corridors and streets have the capacity to accommodate potential increases in traffic volumes.
5. Demonstrate a safe and security environment, and uphold the public welfare of the community.
6. Do not add unintended or impromptu costs to City and municipal services.
7. Comply with Section 6.303 Standards for Approval in the Pontiac Zoning Ordinance.

Section 3.1108 - MMOD Location Description

Medical Marihuana Overlay District boundaries are established on the Medical Marihuana overlay district Maps. The Medical Marihuana Overlay District Maps may be a single sheet or composed of several map sheets and shall be kept on record in the City of Pontiac Clerk and Building safety offices.

The Medical Marihuana uses permitted in the MMOD must meet the following requirements:

A. OVERLAY #1: All properties along Walton Blvd and streets north of Walton Blvd, but not including areas north of Collier Road between the west side of Telegraph Road to Fuller Street including those contained within Overlay Map 1 for this MMOD.

- a. Not more than five (5) licenses to operate a Provisioning Center shall be awarded in this Overlay District #1.

B. OVERLAY #2: All properties along Cesar Chavez, starting from the Kennett Road Landfill and areas south to Cesar Chavez to W. Montcalm St

Not more than five (5) licenses to operate a Provisioning Center shall be awarded in this Overlay District #2. See Overlay Map #2 for this MMOD.

- C. **OVERLAY #3:** All properties within C-2 Downtown zoned district.
- a. Not more than five (5) licenses to operate a Provisioning Center shall be awarded in this Overlay District #3.

The Overlay District is an effective regulatory tool to implement the establishment of Medical Marihuana businesses in the City of Pontiac. An Overlay District is applied over one or more previously established zoning districts, establishing additional or stricter regulations, standards and criteria for Medical Marihuana uses in addition to those of the underlying zoning district.

Section 3.1109 - Permitted Uses in Commercial Districts (Non-Overlay)

In addition to MMOD Locations as described in Section 3.1108, all medical marihuana uses, excluding Medical Marihuana Grower and Processor, are permitted in C-1, C-3, C-4, M-1 and M-2 districts subject to all requirements under this Chapter 11, including but not limited to Section 3.11010 - Buffer Distance Restrictions. There shall be no more than five (5) Medical Marihuana Provisioning Centers allowed in all of C-1, C-3, C-4, zoning districts combined, and shall be awarded based on the highest scoring applications received for those proposed qualifying locations that are not in one of the three Overlay Districts described in Section 3.1108 above.

Section 3.11010 - Buffer Distance Restrictions

- A. The proximity of the proposed medical marihuana facility shall not be less than:
1. 1,000 feet from an operational public or private school;
 2. 500 feet from an operational commercial childcare organization (non-home occupation) that is licensed and registered with the State of Michigan Department of Health and Human Services or its successor agency;
 3. 500 feet from a public park with playground equipment;
 4. 500 feet from a religious institution that is defined as tax exempted by the Oakland County Assessor; and
 5. Applicable only for properties located in a C-1, C-3, and C-4, M1 and M2 zoned properties located outside the Medical Marihuana Overlay Districts:
 - i. 250 feet from a residential-zoned property. Notwithstanding anything contained within Section 3.1107. B to the contrary, such distance between a residentially-zoned property and the contemplated location shall be measured at right angles.
- B. Such distance between the school, childcare center, public park, or religious institution, and the contemplated location shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines at right angles to the centerline from the primary point of ingress to

the school, childcare center, or religious institution, residential dwelling unit or from the playground equipment in a public park, and from the primary point of ingress to the medical marihuana facility along the centerline to the primary street address building entrance.

1. Vacant residential-zoned lots shall be measured to the side yard setback as defined in Article 2, Chapter 3, and Section 2.301 Summary of Dimension Standards of the Pontiac Zoning Ordinance.

Section 3.11011 - Co-Location

- A. Consistent with the MMFLA and rules promulgated by the department, any combination of Growers, Provisioning Centers, and Processors may operate as separate medical marihuana facilities at the same physical location;
- B. Consistent with the MMFLA and rules promulgated by the department, applicants for Class C Growers permits shall be allowed to receive multiple such permits and operate under each permit in a single facility.
- C. Medical Marihuana Provisioning Center, consistent with the MMFLA, any combination of Grower, Processor, and Provisioning Centers may operate as separate medical marihuana facilities in the physical location. Provided that the Provisioning Center is incidental to the principal use and that the total amount of internal floor areas of the structure locate to the Provisioning Center does not exceed 20% of the floor area of the total establishment;

Section 3.1112 - Building Design, Area, Height, Bulk, and Placement

- A. Building and design improvements must comply with the underlying zoning requirements of Article 2, Chapter 4 Private Frontage Design Standards and the Specific Uses Development Standards outlined in Article 2, Chapter 5 of this Zoning Ordinance.
- B. If the provisions of the MMOD are silent on building and design requirements, the requirements of the underlying district shall apply.
- C. If the building and design requirements of the MMOD conflict with the requirements of the underlying district, then the building and design requirements of the MMOD shall supersede the underlying district regulations.
- D. Odor shall be managed through the installation of activated carbon filters on exhaust outlets to the building exterior from any rooms used for the production, processing, testing, selling, research and warehousing. Negative air pressure shall be maintained within the rooms.
- E. An alternative odor control system may be approved by the Pontiac Building official based on a report by a registered Mechanical Engineer licensed by the State of Michigan, demonstrating that the alternative system will control odor equally or better than the required activated carbon filtration system.

- F. Generators must be installed to operate the air filter system in case of power outage or failure.
- G. Any lighting device with intermittent fading, flashing, blinking, rotating or strobe light illumination is prohibited on any Medical Marihuana building, structure or property located inside the Medical Marihuana overlay Districts or a Medical Marihuana building, structure or property located outside the Medical Marihuana Overlay Districts.
- H. Luminous tube lighting [e.g. neon, rope lighting] shall not be used to outline or frame doors and/or windows.
- I. Luminous tube and exposed bulb fluorescent lighting is prohibited as an architectural detail on all building/structures [e.g. along the roof line, eaves] and on all building facades.
- J. Exterior site lighting must be installed in site parking areas, egress, and ingress areas. Lighting must be compliant with Article 4, Chapter 5 of the Zoning Ordinance.
- K. It shall be prohibited to display any signs that are inconsistent with state or local law, and Article 5, of the Zoning Ordinance.
- L. It shall be prohibited to use the symbol or image of a marihuana leaf or the medical “green” cross symbol in any exterior building signage.
- M. The following sign language is not permitted on any Medical Marihuana facility use; Marihuana, Marijuana, cannabis, Ganja, Dope, Roach, Hash, Reefer or any other word/phrase with similar likeness.
- N. Window signs that occupy not more than 10 percent of the inside surface of the windows area of each floor level of a business or building are permitted.

Section 3.1113- Review Authority and Establishment

- A. The Planning Commission shall be the Special Exception and Site Plan Review Authority for the permitted medical marihuana uses outside the Medical Marihuana Overlay Districts and Site Plan Review Authority for Medical Marihuana uses in the Medical Marihuana Overlay Districts.
- B. Medical Marihuana uses must be in accordance with the Special Exception Permit review standards contained in Article 6, Chapter 3 of the Zoning Ordinance.
- C. A Special Exception Permit for medical marihuana uses require Public Notice of 500 feet from the proposed medical marihuana facility;
- D. All permitted medical marihuana uses must be in accordance with the Uses Development Standards outlined in Chapter 2 of the Zoning Ordinance;
- E. Within the MMOD all requirements of the underlying districts remain in effect, except where these regulations provide an alternative to such requirements.

Article 7 - Definitions is amended to add Chapter 2, and Chapter 3 as follows: Article 7 - Definitions I Chapter 2

Section 7.202 Commercial, Office, and Service Uses

A. Provisioning Center means a commercial entity that purchases medical marihuana from a Grower or Processor, and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Centers includes any commercial property where marihuana is sold at retail to registered, qualifying patients or registered primary caregivers.

1. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a provisioning center for purposes of this ordinance.

B. Safety Compliance Facility means a commercial entity that receives marihuana from a medical Marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the medical marihuana facility.

C. Secure Transporter means a commercial entity located in this state that stores marihuana and transports medical marihuana between medical marihuana facilities for a fee.

Section 7.203 - Industrial Uses

A. Walton Blvd Medical Marihuana Overlay District (see Map 1.)

B. Cesar Chavez Medical Marihuana Overlay District (see Map 2)

C. C-2 Downtown Medical Marihuana Overlay District (see Map 3)

D. Grower means a commercial entity that cultivates, dries, trims, or cures, and packages marihuana for sale to a Processor or Provisioning Center. As used in this ordinance, Grower shall include Class A Growers, Class B Growers, and Class C Growers.

- a. Class A Grower means a Grower license to grow not more than 500 marihuana plants.

- b. Class B Grower means a Grower license to grow not more than 1,000 marihuana plants.
- c. Class C Grower means a Grower license to grow not more than 1,500 marihuana plants.
- E. Processor means commercial entity that purchases marihuana from a Grower and that extracts resin from the marihuana or creates a Marihuana-infused product for sale and transfer in package form to a Provisioning Center.
- F. Provisioning Center means a commercial entity that purchases marihuana from a Grower or Processor, and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Centers includes any commercial property where marihuana is sold at retail to registered, qualifying patients or registered primary caregivers.
 - a. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a provisioning center for purposes of this ordinance.
- G. Safety Compliance Facility means a commercial entity that receives marihuana from a medical Marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the medical marihuana facility.
- H. Secure Transporter means a commercial entity located in this state that stores marihuana and transports marihuana between medical marihuana facilities for a fee.

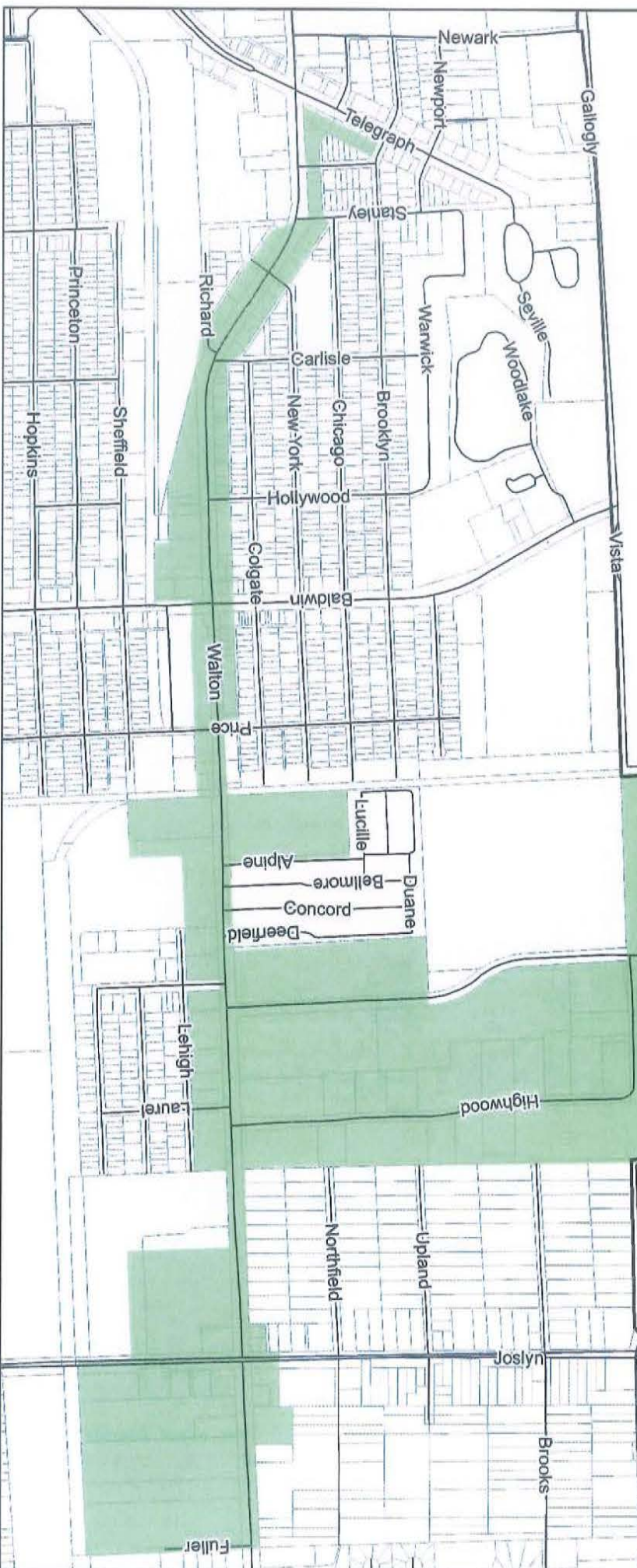
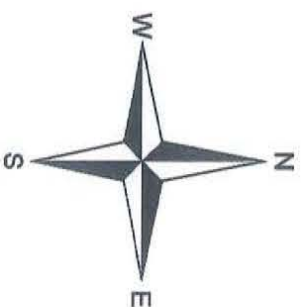
Article 7 - Definitions I Chapter 3

Section 7.301-General Definitions

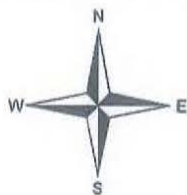
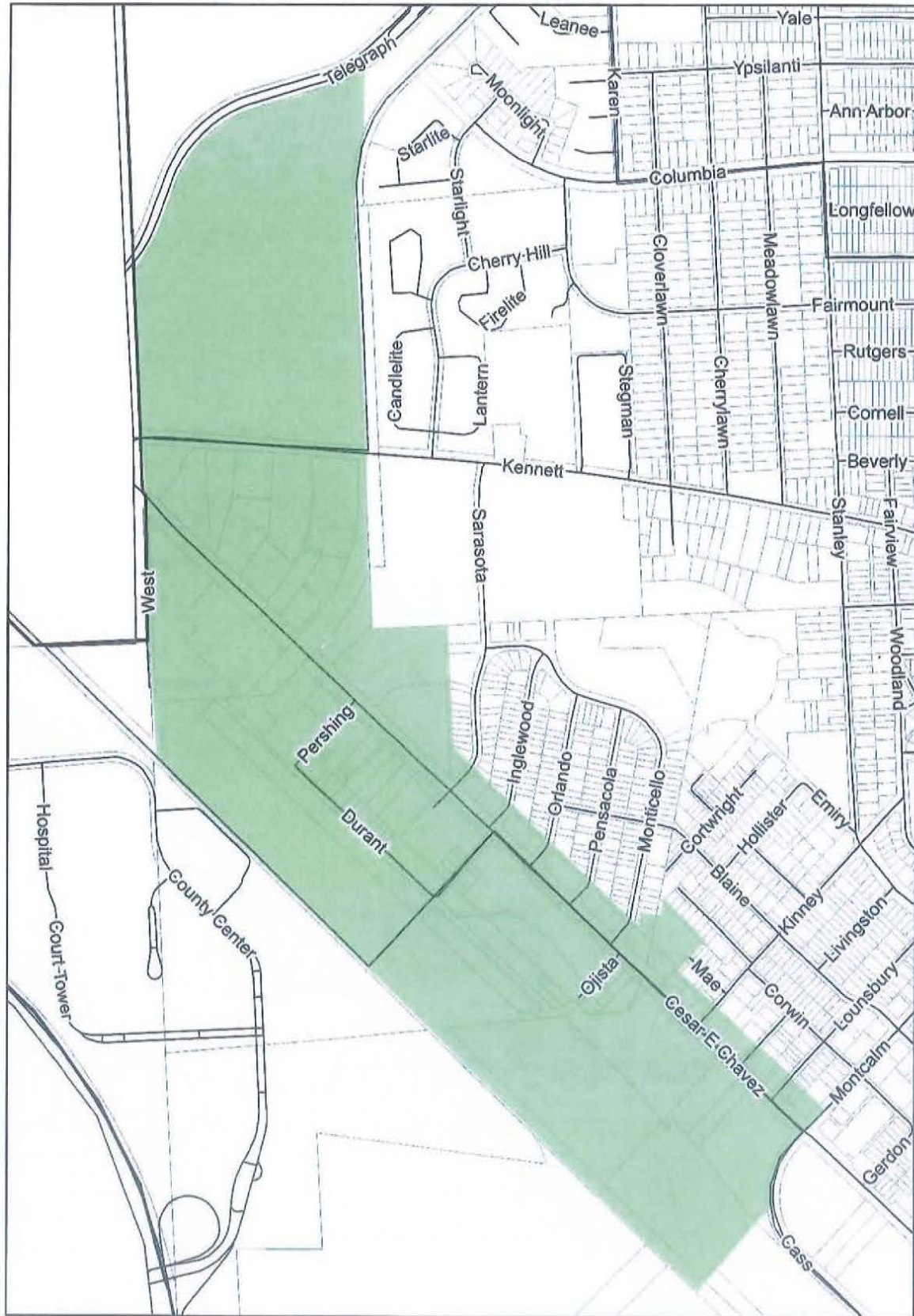
- A. Medical Marihuana Facility means a location at which a Grower, Processor, Provisioning Center, Secure Transporter, or Safety Compliance Facility is licensed to operate under the MMFLA.
- B. MMLFA means the Medical Marihuana Facilities Licensing Act, Act No. 281 of the Public Acts of 2016, being Sections 333.27101 to 333.27801 of the Michigan Compiled Laws.
- C. MMMA means the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, being Sections 333.26421 to 333.26430 of the Michigan Compiled Laws.

Map #1

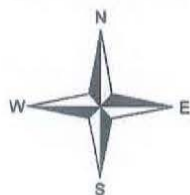
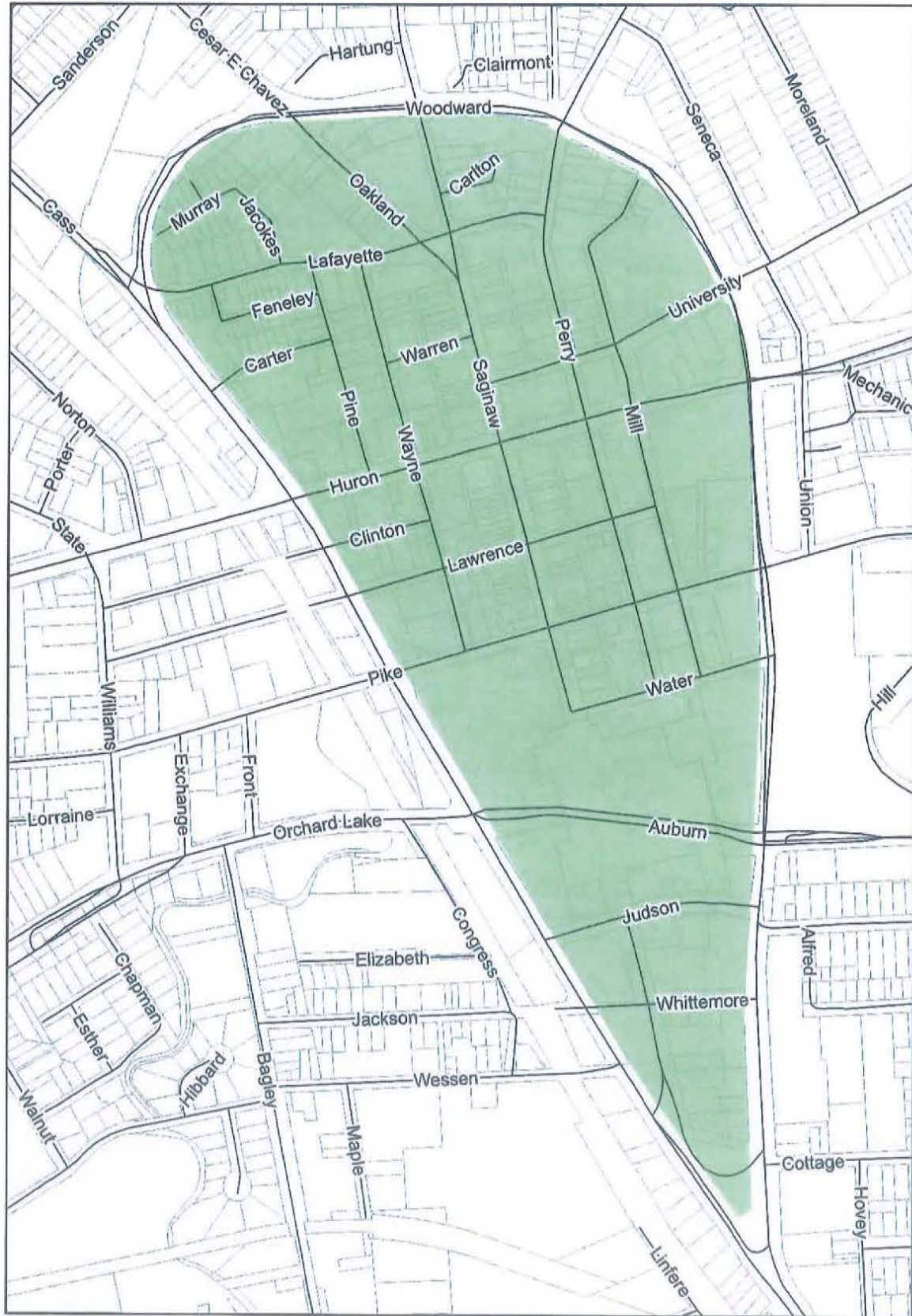
Medical Marhuana
Walton Blvd. Overlay District Map



Medical Marihuana Cesar Chavez Overlay District Map



Medical Marihuana Downtown Overlay District Map



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

Pursuant to Pontiac City Charter Provision 3.112(e), this is an EMERGENCY ORDINANCE to regulate the proliferation of medical marihuana facilities within the City of Pontiac and thereby ensure the health and safety of its residents, and shall be given immediate effect.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Pontiac this _____ day of _____ 2019.

Deirdre Waterman, Mayor

Garland Doyle, Interim City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance was passed by the City Council on the _____ day of _____ 2019.

Garland Doyle, Interim City Clerk

I further certify that the foregoing was published in a newspaper of general circulation in the City of Pontiac in a manner consistent with the Charter of the City of Pontiac.

Garland Doyle, Interim City Clerk

#3

DISCUSSION



City of Pontiac FY 2020 Goal Session

Brian Camiller, Plante & Moran
Danielle Kelley, Plante & Moran

Overall department request budget for Funds with major projects/expenditures

Fund Name	FY 2019 Amended Budget Expenditures	FY 2020 Department Request Expenditures	Requested expenditure increase	FY 2020 Dept. Req. Expenditures over Revenues	Net Surplus
General Fund	39,482,175	41,812,663	2,330,488	(5,782,223) *	-
Major Streets	7,857,044	8,202,871	345,827	(2,783,791)	-
Local Streets	4,726,907	4,208,553	(518,354)	(2,536,612)	-
Youth Recreation	1,114,393	1,341,720	227,327	(223,659)	-
Cemetery Fund	251,824	693,036	441,212	-	-
Senior Activities	656,621	715,773	59,152	(365,546)	-
District Court	3,389,598	3,756,228	366,630	-	-
Capital Improvement	3,246,601	2,916,333	(330,268)	(1,960,979)	-
Parking	760,029	19,097,478	18,337,449	(1,144,732)	-

* Department requested expenditures over revenues

Committed Fund Balance for purchase of Youth Recreation Center

Est Transfer to Parking for settlement required Phoenix Center Repairs

FY 2020 true dept. req. expenditures over revenues

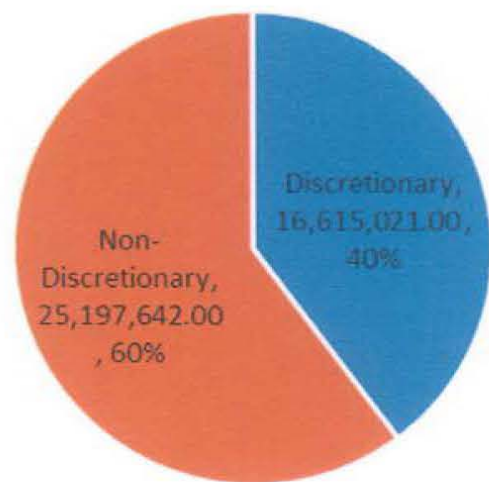
(5,782,223)

3,200,000

1,336,372

(1,245,851)

Fund 101 - General Fund Discretionary vs Non-Discretionary



■ Discretionary ■ Non-Discretionary

Fund 101 - General Fund

Major expenditures

Classification	2018-19 AMENDED	2019-20 DEPARTMENT REQ.	Change
PERSONNEL SERVICES	3,888,219	4,051,823	163,604
SUPPLIES	283,822	504,822	221,000
OTHER SERVICES AND CHARGES	30,648,290	28,458,684	(2,189,606)
CAPITAL OUTLAY	21,000	3,156,800	3,135,800
POLICE & FIRE PENSION CONTRIBUTION	2,452,662	1,835,294	(617,368)
APPROPRIATION (OPERATING) TRANSFERS (OUT	2,188,182	3,805,240	1,617,058
Total Expenditures	39,482,175	41,812,663	2,330,488

- Capital Outlay - Purchase of Youth Center \$3,150,000
- Transfers Out
 - District Court \$ 1,775,832 (\$399,981 increase)
 - Cemetery Fund \$693,036 (\$452,699 increase)
 - Phoenix Center debt estimate placeholder \$1,336,372

Fund 202 - Major Streets Requested projects

Classification	2018-19 AMENDED BUDGET	2019-20 DEPARTMENT REQ. BUDGET	Change
CAPITAL OUTLAY	5,194,072.00	5,110,000.00	(84,072.00)
OTHER SERVICES AND CHARGES	1,959,775.00	2,049,687.00	89,912.00
PERSONNEL SERVICES	129,797.00	466,434.00	336,637.00
SUPPLIES	573,400.00	576,750.00	3,350.00
Total Expenditures	7,857,044.00	8,202,871.00	345,827.00

- ▶ Increase in street patching services - \$100,000
- ▶ Addition of 4 DPW workers for snow removal (split between general fund, major and local streets)
- ▶ Road Projects
 - ▶ University Drive : MLK to E.City Limit \$3,812,000
 - ▶ Centerpointe : \$888,000
 - ▶ Perry : \$30,000
 - ▶ Mill : \$30,000
 - ▶ Additional as needed costs : \$350,000

Fund 203 - Local Streets Requested projects

Classification	2018-19	2019-20	Change
	AMENDED BUDGET	DEPARTMENT REQ. BUDGET	
CAPITAL OUTLAY	3,038,871.00	1,750,000.00	(1,288,871.00)
OTHER SERVICES AND CHARGES	1,333,867.00	1,758,917.00	425,050.00
PERSONNEL SERVICES	188,069.00	329,136.00	141,067.00
SUPPLIES	166,100.00	370,500.00	204,400.00
Total Expenditures	4,726,907.00	4,208,553.00	(518,354.00)

- ▶ Increase in street patching services - \$150,000
- ▶ Addition of 4 DPW workers for snow removal (split between general fund, major and local streets)
- ▶ Increase in Snow Removal contracted services - \$70,000
- ▶ Increase in Snow Removal supplies - \$215,000
- ▶ Road Projects
 - ▶ Earlmoor: Woodward to Bassett - \$1,500,000
 - ▶ Sidewalks : \$150,000
 - ▶ Additional as needed costs : \$100,000

Fund 208 - Youth recreation Requested projects

Classification	2018-19 AMENDED BUDGET	2019-20 DEPARTMENT REQ. BUDGET	Change
OTHER SERVICES AND CHARGES	761,284.00	791,471.00	30,187.00
PERSONNEL SERVICES	306,909.00	452,849.00	145,940.00
SUPPLIES	46,200.00	97,400.00	51,200.00
Total Expenditures	1,114,393.00	1,341,720.00	227,327.00

- ▶ Other Services and Charges
 - ▶ \$312,000 rent. If building is purchased, this money could be spent on programs and eliminate current requested deficit.
 - ▶ \$62,817 insurance coverage on building placeholder. If building is not purchased, this could be used to offset current requested deficit.
- ▶ Supplies - increased need for additional programs
- ▶ Additional part time workers

Fund 209 - Cemetery Requested projects

Classification	2018-19	2019-20	Change
	AMENDED BUDGET	DEPARTMENT REQ. BUDGET	
OTHER SERVICES AND CHARGES	236,391.00	649,825.00	413,434.00
PERSONNEL SERVICES	1,068.00	7,711.00	6,643.00
SUPPLIES	14,365.00	35,500.00	21,135.00
Total Expenditures	251,824.00	693,036.00	441,212.00

- ▶ Other Services and Charges
 - ▶ Ottawa Park - Building maintenance \$150,000
 - ▶ Oak Hill - Building maintenance \$200,000

Fund 212 - Senior Center Requested projects

Classification	2018-19 AMENDED BUDGET	2019-20 DEPARTMENT REQ. BUDGET	Change
CAPITAL OUTLAY	204,600.00	220,000.00	15,400.00
OTHER SERVICES AND CHARGES	248,908.00	242,843.00	(6,065.00)
PERSONNEL SERVICES	184,794.00	233,130.00	48,336.00
SUPPLIES	18,230.00	19,800.00	1,570.00
Total Expenditures	656,532.00	715,773.00	59,241.00

- ▶ Ruth Peterson Roof re-budgeted in 2020 for \$220,000
- ▶ 2 additional part time support staff

Fund 276 - District Court Requested projects

Classification	2018-19 AMENDED	2019-20 DEPARTMENT REQ.	Change
PERSONNEL SERVICES	2,316,077	2,603,864	287,787
SUPPLIES	93,440	100,900	7,460
OTHER SERVICES AND CHARGES	919,386	972,476	53,090
CAPITAL OUTLAY	28,060	40,000	11,940
APPROPRIATION (OPERATING) TRANSFERS (OUT	32,635	38,988	6,353
	3,389,598	3,756,228	366,630

► Personnel Changes

- 4 additional positions
- 4% raise

Fund 445 - Capital Improvement Requested projects

- ▶ Information Technology improvements - \$110,333
- ▶ Youth Recreation Building - \$150,000
- ▶ Fire Department - \$200,000
- ▶ Courthouse - \$150,000
- ▶ Ottawa Park Roof - \$75,000
- ▶ Oak Hill Sewer and other Maintenance - \$250,000
- ▶ Sheriff Substation - \$125,000
- ▶ 2 New Plow Trucks - \$440,000
- ▶ 2 Used Plow Trucks - \$190,000
- ▶ Outfit Small dump truck with plow and salter - \$56,000
- ▶ Sweeper - \$300,000
- ▶ City Hall Repairs - \$807,000
 - ▶ Building Envelope - \$50,000
 - ▶ Roof - \$7,000
 - ▶ HVAC - \$400,000
 - ▶ Elevator - \$350,000

Fund 585 - Parking Fund

Requested projects

Classification	2018-19 AMENDED BUDGET	2019-20 DEPARTMENT REQ. BUDGET	Change
CAPITAL OUTLAY		16,585,039.00	16,585,039.00
DEBT SERVICE		1,336,372.00	1,336,372.00
OTHER SERVICES AND CHARGES	760,029.00	1,176,067.00	416,038.00
Total Expenditures	760,029.00	19,097,478.00	18,337,449.00

- ▶ Estimated cost to repair Phoenix Center - \$16,585,039
 - ▶ Estimated bond payment \$1,336,372 if entire \$16M is financed at 5% for 20 years.
Paid by transfer in from General Fund

#4

RESOLUTION



MEMORANDUM

City of Pontiac
Controller's Office
47450 Woodward Avenue
Pontiac, Michigan 48342
Telephone: (248) 758-3118
Fax: (248) 758-3197

DATE : 4/3/2019

TO: Honorable Mayor and City Council

FROM: Danielle Kelley, Plante & Moran - Controller's Office

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: Oakland County Assessing Contract renewal

Attached to this memo is the full contract with Oakland County Equalization to provide assessing services to the City of Pontiac for the period July 1, 2019 to June 30, 2022. The City has been contracted with Oakland County Equalization since tax year 1995.

Items of interest:

1. The contract calls for a 1% increase on the cost per parcel on both the real and personal property parcels.
2. The City has been pleased with the service provided by Oakland County assessing over the years and has had no major issues.
3. The attached contract has a clause that the City can cancel the contract with a 90 day notice.

Below are the changes in cost based on the parcel count on the June 30, 2018:

2017-2018 invoice	Number of Parcels	Rate	Total
Real Property Parcels	25,363	\$15.30	\$388,053.90
Personal Property Parcels	1,479	\$13.70	\$20,262.30
Total Cost			\$408,316.20
2019-2020 proposed			
Real Property Parcels	25,363	\$15.45	\$391,858.35
Personal Property Parcels	1,479	\$13.84	\$20,469.36
Total Cost			\$412,327.71
2020-2021 proposed			
Real Property Parcels	25,363	\$15.60	\$395,662.80
Personal Property Parcels	1,479	\$13.98	\$20,676.42
Total Cost			\$416,339.22
2021-2022 proposed			
Real Property Parcels	25,363	\$15.76	\$399,720.88
Personal Property Parcels	1,479	\$14.12	\$20,883.48
Total Cost			\$420,604.36

Based on the points above, the Department of Finance recommends the approval of the attached contract.

Whereas the City of Pontiac has contracted with Oakland County to provide assessing services for the City since 1995 and;

Whereas, the current contract expires on June 30, 2019 and;

Now therefore, the City Council of the City of Pontiac approves the contract renewal with Oakland County Equalization Division for three years from July 1, 2019 to June 30, 2022 based on the terms and conditions contained in the attached draft contract sent to the City on March 28, 2019 and authorizes the Mayor to sign the final contract.

March 28, 2019

Jane Bais-DiSessa, Deputy Mayor
City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

RE: Renewal of Contract for Assessing Services with the City of Pontiac

Dear Ms. Bais-DiSessa:

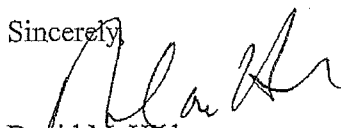
The existing assessing contract between Oakland County Equalization and the City of Pontiac will expire on June 30, 2019. In anticipation of a renewal of the contract, we have prepared four copies for your review and consideration by your City Officials. In preparing the renewal document, our office has reproduced the provisions of the existing contract except for the following provision; the cost per parcel has been adjusted by a 1% increase per year for three years. In summary, the cost per parcel to the City will be as follows:

Contract Year	Real Property Rate	Personal Property Rate
2019-2020	\$15.45	\$13.84
2020-2021	\$15.60	\$13.98
2021-2022	\$15.76	\$14.12

These rates will be effective for the period July 1, 2019 to June 30, 2022. When the attached renewal contract is approved by your Governing Body and the authorized officials have affixed their signatures, kindly return four (4) copies to Oakland County Equalization Division.

Should you have any questions or concerns, please do not hesitate to call me at 248-858-0760 or Kimberly Hampton at 248-858-2039. Thank you.

Sincerely,


David M. Hieber
Manager, Equalization Division
Oakland County

DMH/kdh
Enclosures

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE SERVICES
WITH THE CITY OF PONTIAC
(real and personal property services)**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH THE CITY OF PONTIAC, (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and the City of Pontiac, a Michigan Constitutional and Municipal Corporation whose address is 47450 Woodward Avenue, Pontiac, Michigan, 48342-2271 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

- A. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f)), the County, has no obligation to provide these Services to or for the Municipality.
- C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division may furnish assistance to local assessing officers in the performance of certain of these legally mandated, Municipality, property appraisal and assessment responsibilities.
- D. The Municipality has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Division Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Division Assistance Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2. "Equalization Division Personnel" as used in this Contract shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County. For any and all purposes in this Contract, any reference to County Agents shall also include within that term any and all Equalization Division Personnel, but any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.3. "Municipality Agent" or "Municipality Agents" shall be defined to include any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.4. "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged

violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.

- 1.5. "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.

§2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The Parties agree that the full and complete scope of any and all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").

- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. "Equalization Division Assistance Services" or "Services", to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2019 to June 30, 2022 as required by laws of the State of Michigan. The County agrees to make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
- 2.2. PURPOSE OF COUNTY "SERVICES". The Parties agree that the purpose of any and all "Equalization Division Assistance Services" or "Services" to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official

functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

- 2.3. MANNER COUNTY TO PROVIDE SERVICES. The Parties agree that any and all "Equalization Division Assistance Services" or "Services" to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's "Equalization Division Personnel" as defined herein.

2.3.1. Equalization Division Personnel, including those certified as MMAO, shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.

2.3.2. The Parties agree that the County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all Equalization Division Personnel in the performance of any and all Services under this Contract.

2.3.3. Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.

2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote,

layoff, furlough, discharge any Equalization Division Personnel and/or pay any and all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.

2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.

2.3.5. The Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.

2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.

2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or

~~assistance to the~~ Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.

2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§3. TERM OF CONTRACT. The Parties agree that the term of this Contract shall begin on the effective date of this Contract, as otherwise provided herein, and shall end on June 30, 2022, without any further act or notice from either Party being required. Any and all County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

§4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or Equalization Division Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

- 4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 4.3. The Parties agree that the Municipality shall at all times remain responsible for the ultimate completion of any and all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of any and all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

- 5.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§6. PAYMENT SCHEDULE. In consideration of the promises set forth in this Contract, the Municipality agrees to pay to the County during the life of this Contract: For the contract year 2019-2020 the sum of \$15.45 for each real property description and \$13.84 for each personal property description rendered; for the contract year 2020-2021 the sum of \$15.60 for each real property description and \$13.98 for each personal property description rendered; and finally, for the contract year 2021-2022 the sum of \$15.76 for each real property description and \$14.12 for each personal property description. Payment for the contract year 2019-2020 is payable on or before July 1, 2020, payment for the contract year 2020-2021 is payable on or before July 1, 2021 and payment for the contract year 2021-2022 is payable on or before July 1, 2022.

If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:
 - 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
 - 6.1.2. Dates requiring overtime set by the Municipality Charter.
- 6.2. The Municipality agrees to be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
- 6.3. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 6.4. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 6.5. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or

liability whatsoever, any County services or performance obligations under this Contract.

§7. LIABILITY. The Municipality further agrees that the County shall not be liable to the Municipality for any and all Claim(s), except as otherwise expressly provided for in this Contract.

7.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.

7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

7.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication)

contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

- 7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this Contract, including, but not limited to, the applicable millage rate. The parties agree that under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.

§8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with Equalization Division Personnel in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all County Services under this Contract.

- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-

related or based rights, including, but not limited to, those described in this section.

- 8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
 - 8.4. The Municipality agrees to provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the municipality agrees to notify the County immediately of approval of any application for abatement or tax exemption.
 - 8.5. The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
 - 8.6. The Municipality will be responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
 - 8.7. The Municipality agrees that its agents will perform the following functions:
 - 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
 - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
 - 8.7.3. Be responsible for the establishment, accuracy and compilation of all Special Assessment rolls in the Municipality.
 - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and any and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
 - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
 - 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and they shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the person or persons performing said tasks.
- §9. INDEPENDENT CONTRACTOR. The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor.

Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §11. INDEMNIFICATION. Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- §12. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 12.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 12.2. The Municipality agrees that any and all Municipality obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §13. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. The Parties agree that this Contract, and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the City of Pontiac. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the City of Pontiac and shall also be filed with the office of the Clerk of the County and the Clerk for the City of Pontiac.

- §14. The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.
- 14.1. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.
- §15. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §16. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §17. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §18. NOTICES. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §19. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §20. ENTIRE CONTRACT. This Contract, consisting of a total of fourteen (14) pages, sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This

Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

IN WITNESS WHEREOF, Dr. Deirdre Waterman, Mayor of the City of Pontiac hereby acknowledges that she has been authorized by a resolution of the Governing Body of the City of Pontiac, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Pontiac to the terms and conditions of this Contract.

EXECUTED: _____
Dr. Deirdre Waterman
City of Pontiac

DATE: _____

WITNESSED: _____
Garland Doyle, Clerk
City of Pontiac

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of the Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

EXECUTED: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
(Print Name) _____
County of Oakland

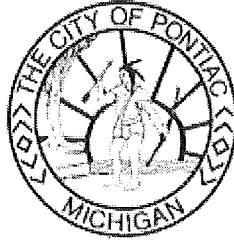
DATE: _____

DATE: _____

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RESOLUTION

Pontiac City Council Resolution



WHEREAS, effective April 24, 2018, the 10th Pontiac City Council Rules and Procedures were adopted; and,

WHEREAS, effective November 27, 2018, the 10th Pontiac City Council Rules and Procedures were amended; and,

WHEREAS, items to be included for the Council Agenda should be provided to the City Clerk in writing no later than 5:00 p.m. on the Thursday prior to the regularly scheduled Tuesday, Pontiac City Council Study Session; and,

WHEREAS, the City Clerk shall distribute the agenda by email no later than 5:00 p.m. on Friday and have the agenda posted on the city website 48 hours prior to each meeting for public access; and,

WHEREAS, the City will be closed on Friday, April 19, 2019 in observance of Good Friday.

NOW, THEREFORE BE IT RESOLVED, that agenda items for the April 23, 2019 City Council Study Session will need to be provided to the City Clerk no later than 5:00 p.m. on Wednesday, April 17, 2019. The City Clerk shall distribute the agenda by email no later than 5:00 p.m. on Thursday, April 18, 2019 and have the agenda posted on the city website 48 hours prior to the meeting.