

PONTIAC CITY COUNCIL

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



Patrice Waterman, District 1
George Williams, 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)

December 23, 2019

12:00 P.M.

131st Session of the 10th Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to the Agenda (Move Items 10, 11, 12 and 13 after subcommittee reports; 20 minute time limit on item 4)

Approval of the Amended Agenda

Approval of the Minutes

1. December 17, 2019

Subcommittee Reports

2. Community Development- December 17, 2019
3. Public Safety- December 13, 2019

Special Presentations

4. Phoenix Center Updates
 - a. Overview of RFP Process for the Selection of the Architect and Engineering Services for the Phoenix Center
Presentation Presenters: Vince DeLeonardis, President and CEO, AUCH and Dan Ringo, Deputy Director, Department of Public Works (DPW)
 - b. Update on the Public Private Partnership RFP for the Phoenix Center
Presentation Presenter: Dan Ringo, Deputy Director, DPW
 - c. Overview of Financing Options Available for the Phoenix Center
Presentation Presenter: Mayor Deirdre Waterman

5. Medical Marihuana Application Process Update
Presentation Presenter: Garland Doyle, Interim City Clerk

Discussions

6. 10th Council Rules and Procedures Changes
(This discussion is between Council Members and the Parliamentarian Eleanor “Coco” Siewert)
7. Board of Review Vacancy
(City Council appoints the members of the Board of Review.)

Recognition of Elected Officials

Agenda Address

Resolutions

City Council

8. Resolution to approve 2020 Meeting Schedule

Department of Public Works (DPW)

9. Resolution to appoint Dan Ringo as the City of Pontiac official representative to the No-Haz Advisory Board to work with Oakland County Waste Resource Management Division as needed to plan the NoHaz program for 2020.
10. Resolution to approve a budget amendment for fiscal year 2019/2020 to allocate a total of \$70,194.00 (includes fringe benefits), from the General Fund (101) City Council Department Budget (101) for the Legislative Fiscal Analyst 1 salaried position in the amount of \$30,184, from the General Fund’s Building Maintenance Department Budget (265) for Contracted Custodial Services in the amount of \$30,905, from the General Fund’s Police/Sheriff Department (301) for Contracted Custodial Services in the amount of \$9,105 to the General Fund’s Building Maintenance Department (265) for Custodial Salaries and expenditures in the amount of \$28,541 and to the General Fund’s Police/Sheriff Department (301) for Custodial Salaries and expenditures in the amount of \$41,653. The breakout of these funds into accounts is as follows; \$18,154 to Salaries and Wages account 101-301-702.000, \$12,686 to Salaries and Wages account 101-265-702.000, \$5,207 to Overtime Salaries account 101-301-702.004, \$3,568 to Overtime Salaries account 101-265-702.004, \$2,117 to FICA/Medicare account 101-301-715.000, \$1,450 to FICA/Medicare account 101-265-715.000, \$4,231 to Medical Insurance account 101-301-716.000, \$2,899 to Medical Insurance account 101-265-716.000, \$593 to Life Insurance account 101-301-717.000, \$407 to Life Insurance account 101-265-717.000, \$1,296.00 to MERS Contribution account 101-301-718.000, \$888 to MERS Contribution account 101-265-718.000, \$593 to Workers Compensation account 101-301-719.000, \$407 to Workers Compensation account 101-265-719.000, \$155 to Dental Insurance account 101-301-719.001, \$107 to Dental Insurance account 101-265-719.001, \$1,677 to Equipment account 101-301-749.005, \$1,149 to Equipment account 101-265-749.005, \$5,341 to Janitorial Supplies account 101-301-931.001, \$3,659 to Janitorial Supplies account 101-265-931.001, \$1,780 to Custodial Services account 101-301-636-265, \$1,220 to Custodial Services account 101-265-636.265, \$148 to Equipment Maintenance account 101-301-932.000, \$102 to Equipment Maintenance account 101-265-932.000
(It takes 5 votes to approve a budget amendment.)
11. Resolution to authorize Mayor to enter into a one year agreement with Clean Net of Greater Michigan, Inc., for custodial services commencing January 1, 2020 in an amount not to exceed \$128,820.88.

Finance

12. Resolution to approve the revised Federal Poverty Guidelines for 2020 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption consideration.

Pontiac Youth and Empowerment Center (PYREC)

13. Resolution to approve a budget amendment for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund’s (208) fund balance to Youth Recreation Fund - Recreation Facility Department (756) Personnel Accounts. The breakout of these funds into accounts is as follows;

\$34,666.67 to Salaries and Wages account 208-756-702.00, \$2,652 to F.I.C.A – City Contribution account 208-756-715.000, \$9,320.50 to Medical Insurance account 208-756-716.000, \$438.36 to Life Insurance account 208-756-717.000, \$2,333.33 to MERS Employer Contribution account 208-756-718.500, \$1,866.67 to Workers Compensation Insurance account 208-756-719.000, and lastly \$178.56 to Dental Insurance account 208-756-719.001. The total funds amount of \$51,456.09 are to be used to restore the Pontiac Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full-time status. **(It takes 5 votes to approve a budget amendment.)**

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

#1

MINUTES

December 17, 2019 Study

**Official Proceedings
Pontiac City Council
130th Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, December 17, 2019 at 6:00 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

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

19-624 **Approval of the agenda.** Moved by Councilperson G. Williams and second by Councilperson Taylor-Burks.

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

19-625 **Approve special meeting minutes for December 6, 2019.** Moved by Councilperson G. Williams and second by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, G. Williams, K. Williams, Carter and Miller
No: None
Motion Carried.
Councilwoman Waterman was absent during the vote.

19-626 **Approve meeting minutes for December 10, 2019.** Moved by Councilperson Carter and second by Councilperson Taylor-Burks.

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

19-627 **Approve special meeting minutes for December 12, 2019.** Moved by Councilperson Miller and second by Councilperson Carter.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila and Taylor-Burks
No: None
Abstain: Waterman

Motion Carried.

Eight (8) individuals addressed the body during public comment.

Point of Privilege for State Representative Brenda Carter – Budget Update for State of Michigan

Bring back next week the Communication from the Mayor regarding the Phoenix Center Report Update

19-628 **Suspend the rules to vote.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Ayes: G. Williams, K. Williams, Carter, Miller, Taylor-Burks and Waterman

No: Pietila

Motion Carried.

19-629 **Resolution to approve Interlocal Agreement for Mandated Michigan Indigent Defense Commission Continuing Legal Education Requirements between the City of Pontiac and Oakland County and authorize the Mayor to sign the agreement.** Moved by Councilperson Taylor-Burks and second by Councilperson G. Williams.

WHEREAS MIDC Standard 1 – Education and Training, requires local funding units to fund, establish, implement, and monitor basic and continuing legal education (CLE) requirements for attorneys who represent indigent defendants; and

WHEREAS to effectively and efficiently comply with the MIDC Standard 1, the County and the other local funding units have identified a collaboration with the Oakland County Bar Association to provide the mandated continuing legal education programming for attorneys who represent indigent defendants within the County; and

WHEREAS the Interlocal Agreement provides that the County will apply for grants from the MIDC, receive all MIDC CLE grant funding and will act as the grant administrator for all local funding units within the County for the purposes of complying with MIDC Standard 1; and

WHEREAS the Interlocal Agreement further provides that the County will contract with a single provider, the Oakland County Bar Association, to provide continuing legal education programming and compliance monitoring for all attorneys who represent indigent defendants within the County in compliance with MIDC Standard 1; and

WHEREAS the County may terminate or cancel the Interlocal Agreement, in whole or in part, immediately upon notice to local funding units if the third-party funding for Standard 1 from the MIDC is reduced or eliminated.

NOW THEREFORE BE IT RESOLVED that the City Council approves and authorizes the attached Interlocal Agreement.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor and/or designee to execute the attached Interlocal Agreement between the County and any local funding unit within the County that signs the Agreement.

BE IT FURTHER RESOLVED that no budget amendment is required at this time.

December 17, 2019 Study

Ayes: K. Williams, Carter, Miller, Taylor-Burks, Waterman and G. Williams

No: Pietila

Resolution Passed.

Council needs to fill a vacancy on Board of Review. Council President Kermit Williams requested that a discussion be set next week to discuss the Board of Review vacancy.

19-630 **Suspend the rules to vote on items #9-#13.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, G. Williams, K. Williams and Carter

No: None

Motion Carried.

19-631 **Resolution to approve Zoning Map Amendment request for 3111 Center Point Parkway, also known as parcel number 64-19-03-427-007, to amend site zoning from C-4 Suburban Commercial to M-1 Light Manufacturing.** (This item was deferred for one week at the Council Meeting on December 10, 2019.) Moved by Councilperson G. Williams and second by Councilperson Taylor-Burks.

Whereas, the City of Pontiac received an application for a Zoning Map Amendment for 3111 CenterPoint Parkway, identified as Parcel No. 64-19-03-427-007 from Etkin Management LLC and the applicant's petition is for the rezoning of the aforementioned parcel; and,

Whereas, the Planning Division has reviewed the applicant's rezoning in regards to the City's Master Plan and the request conforms to the goals and vision contained within the plan; and

Whereas, the Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

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

Whereas, on November 6, 2019, a Public Hearing was held and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment request for 3111 CenterPoint Parkway approving the change from the current C-4 Suburban Commercial to M-1 Light Manufacturing; and

Now, Therefore, Be It Resolved, that the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 19-15) request for 3111 CenterPoint Parkway, also known as Parcel No. 64-19-03-247-007, to amend the current site zoning C-4 Suburban Commercial to M-1 Light Manufacturing.

Ayes: Pietila, Taylor-Burks, Waterman, G. Williams, K. Williams, Carter and Miller

December 17, 2019 Study

No: None

Resolution Passed.

19-632 **Resolution to approve the vacating of Campus Drive between CenterPoint Parkway and Opdyke Road abutting Parcel Numbers 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.** (This item was deferred for one week at the Council Meeting on December 10, 2019.) Moved by Councilperson Waterman and second by Councilperson Pietila.

Whereas, the Pontiac Planning Commission finds that the subject street is not required to remain for access to adjoining property owners; and

Whereas, the Pontiac Planning Commission finds that the proposed street vacation will not have an adverse effect on the surrounding properties; and

Whereas, the Pontiac Planning Commission at the November 6, 2019 Planning Commission meeting, the Commission recommended City Council to approve the vacation of Campus Drive; and

Whereas, the Pontiac City Council requires that all permanent utility easements be obtained and recorded after City Council approval; and

Whereas, the Pontiac City Council require the new owners to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at CenterPoint Parkway and Opdyke Road; and

Whereas, the Pontiac City Council require the new owners to perform any electric work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive; and

Now, Therefore Be It Resolved, that the City Council of the City of Pontiac approve the Planning Commission recommendation to vacate Campus Drive between CenterPoint and Opdyke Road abutting Parcel ID numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

Ayes: Taylor-Burks, Waterman, G. Williams, K. Williams, Carter, Miller and Pietila

No: None

Resolution Passed.

19-633 **Resolution approving an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended an Industrial Development District located on 2501 CenterPoint Parkway, Pontiac, MI Parcel No. 64-19-03-200-021.** (This item was deferred for one week at the Council Meeting on December 10, 2019.) Moved by Councilperson Taylor-Burks and second by Councilperson G. Williams.

Whereas, pursuant to PA 198 of 1974, as amended, this City Council has the authority to establish "Industrial Development Districts" within City of Pontiac, Michigan; and

Whereas, Challenge Manufacturing Company has petitioned the City Council to establish an Industrial Development District on its property located in City of Pontiac, Michigan hereinafter described; and

Whereas, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

December 17, 2019 Study

Whereas, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Oakland Press and/or public posting of the hearing on the establishment of the proposed district; and

Whereas, on December 10, 2019, a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of City of Pontiac, Michigan were afforded an opportunity to be heard thereon; and

Whereas, the City Council deems it to be in the public interest of the City of Pontiac, Michigan to establish the Industrial Development District as proposed; and

Now, Therefore, Be It Resolved, by the City Council of City of Pontiac, Michigan that the following described parcel of land situated in the City of Pontiac, Oakland County, and State of Michigan, to wit:

Legal Description {see Exhibit A, attached after minutes}

Is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, an Industrial Development District located on 2501 Centerpoint Parkway, Parcel No. 64-19-03-200-021.

Ayes: Waterman, G. Williams, K. Williams, Carter, Miller, Pietila and Taylor-Burks

No: None

Resolution Passed.

19-634 **Motion to defer items #12 (application for Challenge Manufacturing) and #13 (Letter of agreement & affidavit of fees for Challenge Manufacturing) until Development agreement is received.** Moved by Councilperson Waterman and second by Councilperson G. Williams.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila, Taylor-Burks and Waterman

No: None

Motion Carried.

Communication from the City Clerk

Medical marihuana Application Process Question and Answer Forum on Wednesday, December 18, 2019 from 4:00 p.m. – 6:00 p.m. in the City Council Chambers.

Council President Kermit Williams adjourned the meeting at 7:31 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

Exhibit A

Legal Description

LEGAL DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING ALL THAT PART OF LOTS 8-11 AND PART OF BELT LINE RAIL ROAD, AS PLATTED, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2 N., R.10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED BY NOWAK & FRAUS 04-05-07), T. 2 N., R.10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN: THENCE S. 00°36'21" W. ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N. 89°23'39" W. 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S.00°36'21" W. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENDMENTS THERETO, AS LAST AMENDED BY EIGHTH AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, AND 40 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S. 89°35'13" W. 35.00 FEET, AND (2) N. 00°24'47" W., 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56°12'23", LONG CHORD BEARS S. 61°29'01" W., 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, CENTRAL ANGLE 57°36'46", LONG CHORD BEARS S. 62°11'13" W., 218.83 FEET), AND (5) N. 89°00'24" W., 706.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF UNIT 40 AND 24 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, N. 89°00'24" W., 716.42 FEET TO A POINT ON THE EASTERLY LINE OF CENTERPOINT PARKWAY (WIDTH VARIES); THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID EASTERLY LINE OF CENTERPOINT PARKWAY: (1) N. 45°10'30" W., 432.89 FEET, AND (2) 519.48 FEET ALONG A CURVE TO THE RIGHT (RADIUS 400.00 FEET, CENTRAL ANGLE 74°24'38", LONG CHORD BEARS N. 07°58'11" W., 483.74 FEET), AND (3) N. 29°14'08" E., 299.59 FEET, AND (4) 364.33 FEET ALONG A CURVE TO THE LEFT (RADIUS 750.00 FEET, CENTRAL ANGLE 27°49'59", CHORD BEARS N. 15°19'08" E., 360.76 FEET), AND (5) N. 01°24'09" E., 423.92 FEET; THENCE LEAVING THE EASTERLY LINE OF CENTERPOINT PARKWAY, S. 89°00'24" E., 870.00 FEET; THENCE S. 00°59'36" W., 1815.00 FEET BACK TO THE POINT OF BEGINNING. THIS DESCRIBED PARCEL CONTAINS 40.3019 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

#2

SUB

COMMITTEE

REPORT

COMMUNITY DEVELOPMENT SUB-COMMITTEE NOTES
December 17, 2019

In attendance:

Council members: Chairperson Gloria Miller

Mayor: Deirdre Waterman

Deputy Mayor: Jane Bais-Disessa

Planning Manager: Vernon Gustafsson

City Attorney: Anthony Chubb

Plante Moran: Danielle Kelley

Start: 12:04 p.m.

I. Animal Ordinance

- A draft of an ordinance taken from Farmington Hills was provided by the City Attorney..
- There was discussion regarding additional costs and requirements, and it was suggested, that the City cannot do what would be required under the proposed ordinance.
- The City does not have an animal control officer.
- The Mayor explained, that it would be better to have something on the books.
- The Deputy Mayor was asked again about reaching out to Oakland County to determine what services they can provide.

II. Development PA Agreement for Challenge Manufacturing Company

- A proposed draft was provided.
- The draft expressly contained a provision that if the Developer does not obtain a 12-year Industrial facilities Tax Exemption Certificate by the City, the commitments described in the agreement will not be applicable to the Developer.
- There was a suggestion and a discussion centered around using the language from a prior development agreement entered into by the City and another Developer which provided a 12-year exemption. However, at year 6, there is a review, and if the developer complies with the requirements, then the entire 12 years will be given.

III. Phoenix Center

- The City received three bids for a public/private partnership.
- The bids will be graded in terms of qualifications, cost and suggested commitments..
- The question is, how will this be financed?
- The Executive will continue to put forth bids.
- Time is of the essence and it may come a point where things cannot be done in one year.

IV. Bonds

- The Executive will suggest to the Council an alternate way of financing.
- Possibly, bonds can be taken when needed. However, this does not lock in an interest rate.
- The Deputy Mayor attempted to put the issue on Council's agenda, but was unsuccessful.

V. Council Rules

- The Mayor intends to veto Council's amended 10th Rules, as she expressed that not all of the rules are related to the organizational matters of Council.
- It was suggested, that there should be uniform enforcement by the Sargent at Arms.
- The 10th Council Rules gives the Sergeant At Arms the sole authority to call people out on inappropriate speech.
- The process is inappropriate under the OMA.
- The person with the inappropriate speech should be seated until they are back in order and if after that, if they continue, the Deputy would then be allowed to remove them.
- Disorderly conduct is a misdemeanor and can be prosecuted each time.
- Elected officials should not have to be subjected to some of the comments that have been made.

Adjourned 1:40 p.m.

#3

SUB

COMMITTEE

REPORT

December 2019 Public Safety Subcommittee Meeting

Meeting was called to order at 9:30a.m.

In attendance was Brian Long, Risk management of Star EMS as well as Charles Hughes, Jason Brough Waterford Regional was represented by Fire Chief Matt Covey and Will White Pontiac Substation of the OCSO was represented by Sgt. Law Council was represented by Councilwoman Pietila, Absent was Council ProTem Carter, Councilman Williams and the Executive office representative.

Mr.'s Hugh's and Brough are employed with Star and promoted to Day Supervisors rotating days and EO weekend

The upcoming Car seat check in conjunction with SJMO and OCDPH will be Thursday December 19th, 6 seats were replaced in November. Katherine Polmear is the contact person at the Health Department her number is 248-858-7171 to sign up for a new car seat, in the event you may need one.

Star Participated in the Annual Parade with the Big Bird float and 2 trucks. Breakfast was provided for their crews.

3 new Basic EMT's and one Medic will be hired this week; one was an employee of Waterford Regional on the Safer Grant.

There is ongoing annual training for all employees, simulator is operational 24/7 and employees will be selected randomly throughout the next several months.

Average call times for areas in Zip codes 48340/48342 is 4.9 minutes, 48341 is a 5 minute response time all under the 6 minute required by the State of Michigan.

Waterford Regional has ordered 22 sets of Helmets and Plates Carriers in preparedness with Homeland Security. 2 helmets will be on each of the trucks in Waterford Regional Fire Department.

Chief covey covered it all in the reports, Calls for fires are down by 19% attributed to demolitions Total Call volume is up year to date by 7.12% that is attributed to resident awareness. Each station located in Pontiac has an average response time of less than 5 minutes 44 seconds. Again under the 6 minute response time.

There was some conversation as to how residents have responded to the Fire Trucks being out and about when the Fire Fighters are in the community. They do work 24 hour shifts, if there is a call while they are out, the truck is available, and there is no delay in having to drive back to the station if they were to use their personal vehicles as was suggested.

SSgt Law reported The Oakland County Commissioners need to approve the additional DPU unit; they will meet again in January.

All went well with the parade and everything is running as normal.



WATERFORD REGIONAL FIRE DEPARTMENT

2495 Crescent Lake Road • Waterford, MI 48329

Phone: 248.673.0405 • Fax: 248.674.4095

www.waterfordmi.gov

Matthew J. Covey Fire Chief • Carl J. Wallace Deputy Fire Chief

MONTHLY FIRE DEPARTMENT REPORT

For the City of Pontiac

November 2019

Total Pontiac Fire Station calls - month: 427 Average Response Time 4.45 per call

Total calls for Pontiac Stations - YTD: 4859

Fires: 16 EMS: 229 False Alarms: 31 Other: 151

City of Pontiac YTD: Fires: 209 4.71% EMS: 2737 61.64% False Alarms: 335 8.0% Other: 1617

Month	Count	Response Times	YTD average	YTD Count
FS-6	Fires – 4	5.42		46
	EMS – 51	5.3		556
FS-7:	Fires – 5	5.43		100
	EMS – 84	4.45		1172
FS-8:	Fires – 4	5.33		35
	EMS – 52	5.11		559
FS-9:	Fires – 3	5.25		22
	EMS – 41	4.27		433

Fire Injuries to personnel:

Fire Injuries to civilian: 1

Incidents for month:

Comparing to 2018: Fire Calls are down by 19.01%. Total call volume up year to date by 7.12%

Notable Event:

- Fire Chief Named Matthew Covey
- Deputy Fire Chief Named Carl Wallace
- Plan review Project Cougar fulfillment and distribution center
- Fire fatality Bloomfield on the River

DISPATCH	Jan-19	Feb-19	19-Mar	Apr-19	May-19	Jun-19	1-Jul	Aug-19	Sep-19	Oct-19	Nov-19
Abdominal Pain	31	31	36	32	36	30	28	35	34	17	42
airmedical transport	1		1					0	0		0
ALLergies	8	7	6	6	7	9	8	4	4	5	0
ALTERED MENTAL STATUS	12	15	9	12	16	12	9	14	8	9	7
Animal bites	1	2	2	1	1	5	2	0	1		1
Assault	20	29	31	30	40	55	51	29	43	24	32
Invalid assist	2	6	2	3	5	4	3	1	2	8	5
Pedestrian struck by Auto		0						0	0		1
Back Pain	9	14	17	12	12	13	13	6	10	12	5
Breathing Problems	115	130	127	126	165	118	115	143	146	112	102
Burns	2	2	1		2	3	4	2	2	3	0
Cardiac Arrest	15	7	11	9	13		13	14	11	13	14
Chest pain	77	77	69	76	86	67	72	101	66	69	64
Choking	3	2	4	1	1		8	4	6	2	4
CO poisoning	2	0	4	5	1		1	1	0	1	0
Seizures	49	29	39	67	49	45	51	58	42	58	51
Diabetic Issues	22	17	20	25	24	20	27	25	31	21	23
Drowning	0	0					1	0	0		0
Electrocution	0	0				1		0	0		0
Eye issues	0	1	1	2		2		1	1	2	0
Fainting	0	0						0	0		0
Fall Victim	76	73	58	65	58	60	69	72	49	75	71
Fever	0	0				6		0	0		0
Fire	1	2	3	1	3	2		0	0		0
Headache	8	6	7	5	5	9	3	4	0	2	3
Heart Problems	12	5	5	15	7	12	3	7	14	12	8
Heat/Cold Exposures	0	1		2			6	0	0		3
Hemorrhage from Laceration	16	12	9	15	20	16	25	17	17	15	20
Industrial Accident	0	0				1		0	0		0
Medical alarms	5	19	13	19	21	23	20	27	12	12	9
MCI	0	0						0	0		0
Ingested Poison	0	0						0	0		7
Non Emergent requests	15	19						3	4		0

Overdose	49	32	27	31	47	51	34	42	31	36	41
Pregnancy/Childbirth	24	4	4	6	13	12	13	4	13	13	12
Psychiatric Problems	32	36	32	32	36	56	30	45	47	30	42
Respiratory Arrest	0	0						0	0		0
"Sick" Person	164	123	156	189	164	228	190	182	245	217	217
Standby	3	0				1	1	1	0	1	0
stab/Gunshot Wound	3	4		5	7	10	1	6	8	3	6
Stroke/CVA	19	12	16	19	16	17	13	12	17	22	13
Traffic Accidents	38	35	35	28	54	86	64	50	49	55	52
Palliative care	21	13	26	27	29	31	28	24	43	31	34
Traumatic Injury	18	14	9	18	21	17	17	12	11	13	14
Unconscious/unknown cause	50	20	51	60	72	52	49	59	45	42	37
UNKNOWN	14	0	7	28	25	23	32	30	29	8	21
"Person DOWN"	0	0	33	16		11	3	0	0	20	0
Sexual Assault	0	0						0	0		0
Well Person Ck	0	1	3	3	2	5	2	1	2		0
total	937	800	874	991	1058	1113	1009	1036	1043	963	961

#4a

PRESENTATION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of
John V. Balint, Director of Public Works/City Engineer

DATE: December 17, 2019

RE: **Update to Pontiac Council on RFP for Architectural and Engineering Services for the Phoenix Center Parking Garage**

The Phoenix Center Parking Garage A/E Selection Committee has completed the RFP process. Based on proposal review, interviews, and scoring we are confirming the recommendation to award IDS the Professional Engineering and Architectural Services for the Phoenix Center in the amount of \$659,000 (5.68%) with Not to Exceed Cost of Reimbursable Expenses of \$13,000.

Attached you will find:

- -A synopsis of the RFP process
- -A copy of the RFP
- -The Mandatory Pre -Proposal Meeting with sign in sheet
- -Proposal Opening Sign in Sheet
- -A copy of the as Read Proposal Price Recap
- -The Initial Score Sheet for the Proposal
- -Recap of the Short List Process and Items considered by the selection team
- -A recap of the Interview Process & Final Recommendation

The City of Financial Services - Purchasing Division was supported by AUCH Construction in Requesting Proposal from qualified Professional Engineering & Architectural. The process included publicly advertising on BidNet Direct and individual invitations sent to known qualified firms.

All responding firms were required to notify Jessica Massey of the Financial Services - Purchasing Division via e-mail of their intent to bid. This allows for the City to distribute any updates on the RFP to all responding firms.

Notices of Intent to Propose were received from the following firms (11 Firms):

- -SME
- -Wiss, Janney, Elstner Engineers & Architects, P.C.
- -DESMAN
- -Albert Kahn
- -Hamilton Anderson
- -Yamasaki
- -WGI
- -CORE Design Group
- -HRC
- -IDS
- -IMEG/Desai Nasr

All 11 firms plus specialty consultants attended the Mandatory Pre-Proposal meeting on November 12th (see attached sign in sheet). Immediately following the meeting, a brief walk of the site was conducted for all interested parties.

A deadline of November 15th was set for questions (RFI's) and 7 questions were received and responded to by the November 20th response deadline.

On December 6th a Public Bid Opening was conducted at the City of Pontiac and (8) Proposals were received. The As Read Results are attached for reference. The proposals were reviewed and ranked by the Selection Committee consisting of Jessica Massey, Dan Ringo and Gerry McClelland (AUCH) to generate the shortlist of 3 firms to be interviewed.

After the review the following firms were notified on Friday December 6th that they made the shortlist: IDS, HRC and DESMAN. Each firm was asked to come prepared to explain in detail how their proposed approach will get the City of Pontiac's Phoenix Center Parking Garage and Amphitheater to where it needs to be by the November 2020 deadline.

Recap of the Shortlist Process and Items Considered by the Selection Team

Each proposal was received and cost proposals read aloud at the City of Pontiac Municipal Center. Costs were tallied and the proposals were then reviewed by the Selection Committee. All firms that submitted proposals were highly qualified and capable of performing the requested services. The RFP highlighted the following areas that would be scored including Recent Experience, Experience with Parking Structures, Experience with Similar Size Projects, Insurance Coverage, Experience with Construction

Manager Approach, Project Approach, Staff, Readiness, Urban Site Experience, and Innovations. Finally cost was considered.

All the responding firms had perfect scores in experience. The firms' proposals started to separate themselves in the Experience with CM Approach, overall approach, innovations and cost.

The five firms that did not make the short list are as follows:

- -Hamilton Anderson. Their costs were not in line with the rest of the proposals.
- -IMEG. Their first clarification requested accurate drawings of all the systems in order for them to complete the design. This is a major scope item that is expected of the design team as part of their services.
- -SME- Quote was not complete. They did not have the Construction Administration quoted properly.
- -WJE- Cost was not in line with the rest of the proposals.
- -WGI- Approach was not compatible with CM delivery.

IDS, HRC and DESMAN were selected to proceed to the interview process.

Recap of the Interview Process and Final Recommendation

The selected firms were interviewed at AUCH construction on Monday December 9th (IDS 10AM; HRC 2PM) and Tuesday December 10th (DESMAN 10AM)

All 3 short listed firms are highly qualified in parking deck restoration and capable to design the solution. The largest challenge that each team needed to solve is the schedule. Each firm highlighted their approach:

IDS approach utilized Bid Packages to meet the schedule deadline. They recognized the need to tackle the structural issues (teamed with Walker), getting the elevators on order and ordering long lead electrical gear. IDS has the most recent experience studying the deck and is ready to hit the ground running on design.

HRC also recognized the need for Bid Packages however placed them in different order putting long lead electrical items first and structural items last (teamed with Walker). Their approach seems feasible but appeared to place the most important items to the end of design. HRC also had the highest cost of the short list.

DESMAN's approach appeared to fit more in a Design/ Bid/ Build model and did not have any early bid packages to expedite ordering of long lead materials. DESMAN was the only out of state firm to propose on the project and appears to be highly qualified in parking deck design. The Selection Committee was concerned that the hours included in their proposal were not adequate for the service that will be required to complete the entire project.

After review of the approaches, level of effort and cost proposed by each firm it was apparent that the IDS approach had the best fit for the Phoenix Center to meet the November 2020 deadline.

JVB/dr

Attachments.



AUCH

AUCH Construction

Innovative Planners & Construction Managers

Builders Since 1908

65 University Drive
Pontiac, Michigan 48342
P (248) 334-2000
F (248) 334-3404
www.auchconstruction.com

December 13, 2019

Mr. Dan Ringo
Deputy Director DPW
CITY OF PONTIAC
47450 Woodward Ave
Pontiac, MI 48342

**RE: Professional Engineering & Architectural Services - Phoenix Center Parking Garage & Amphitheater
Recommendation for Award**

Mr. Ringo,

AUCH Construction looks forward to working with the City of Pontiac on the next steps for revitalizing the Phoenix Center. Working together with your team, we have completed the RFP process. Based on proposal review, interviews, and scoring we are confirming the recommendation to award IDS the Professional Engineering and Architectural Services for the Phoenix Center in the amount of \$659,000 (5.68%) with Not to Exceed Cost of Reimbursable Expenses of \$13,000.

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- Recap of the Short List Process and Items considered by the selection team
- A recap of the Interview Process & Final Recommendation

We appreciate the opportunity to be of service to the City of Pontiac and are excited to get this process to its next stage.

Regards,

Gerry McClelland
Project Director

**AUCH****AUCH Construction**

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RE: Professional Engineering & Architectural Services - Phoenix Center Parking Garage & Amphitheater

Synopsis of RFP Process

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After review of the approaches, level of effort and cost proposed by each firm it was apparent that the IDS approach had the best fit for the Phoenix Center to meet the November 2020 deadline.



Financial Services – Purchasing Division

NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

Professional Engineering & Architectural Services Phoenix Center Parking Garage & Amphitheater

If your firm plans to bid on this project, please send an e-mail response to:

Jessica Massey jmassasey@pontiac.mi.us

Gerry McClelland gmcclelland@auchconstruction.com

Please include the following information:

Project Name: _____

Firm Name: _____

Firm's Contact Person: _____

E-Mail Address: _____

Telephone Number: _____

Fax Number: _____

Postal Address: _____

The City of Pontiac will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on **Monday December 2, 2019, at 2:00 pm** prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave. for:

Professional Engineering & Architectural Services

You are invited to submit a proposal for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by **2:00 PM, Monday December 2, 2019**. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

"Professional Engineering & Architectural Services"

The City of Pontiac is seeking professional services to provide engineering & architectural services including engineering plan review services, design, construction engineering, contract administration services, MS 4 regulatory compliance assistance, and other related engineering services for a restoration and renovation of the Phoenix Center Parking Garage and Amphitheater. The contract will begin at the time of execution and continue until the completion of the project.

The selected engineering or architectural firm shall minimally possess successful experience in the areas described in the Scope of Services: knowledge of the City's codes, ordinances, and engineering design standards.

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

General specifications, description, and conditions upon which the proposal is to be based are available at the City of Pontiac website:

Purchasing: <http://www.pontiac.mi.us/departments/finance/purchasing.php> (ATTACHED)

Please refer to the website for any addenda that may be issued. Respondents who submit proposals before the deadline are advised to continue to monitor the website for any addenda that may be issued.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any proposal or parts of proposals that it deems to best serve the interests of the City.



If you have any questions regarding this RFP, please contact AUCH Construction at 248-334-2000, Gerry McClelland, Project Director, or email gmccllelland@auchconstruction.com.

Section 1. INSTRUCTIONS TO BIDDERS

1.1 Qualifications to be Received

Qualifications for Professional Engineering & Architectural Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan, **Monday December 2, 2019 at 2:00 pm**, and immediately thereafter will be publicly opened and read.

Respondents **MUST** submit **one original, three copies, and an electronic copy on a flash drive** of the proposal. Proposals must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a response must be plainly marked on the outside as **"Professional Engineering and Architectural Services"**, and the envelope should bear, on the outside, the name of the respondent, their address, and the name of the project for which the response is submitted. If forwarded by mail, the sealed envelope containing the response must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue, Pontiac, MI 48342.

Proposals will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Responses may be delivered in person or mailed, but their delivery is the respondent's responsibility. Any response received after the stated hour, even through the mail, will be returned unopened to the respondent.

1.2 Examination of Bid Documents

Before submitting a proposal, respondents shall carefully examine the specifications, drawings, and RFP and shall fully inform themselves as to all existing conditions and limitations.

1.3 Basis of Award

The intention of the City is to award the contract for this job to the most qualified applicant(s) whose skill set and past work history are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful respondents will show proof of at least five (5) years' experience in Professional Engineering & Architectural Services.

1.4 Bid Bond

No Bid Bond required.

1.5 Mandatory Pre-Proposal Meeting

The mandatory pre-proposal meeting will be held at AUCH Construction, 65 University Drive, Pontiac, MI 48342 on Tuesday, November 12, 2019, at 1:00 PM, EST. Site visit will commence at the end of the meeting.



Section 2. TERMS AND CONDITIONS

1.6 Laws and Municipal Ordinances, Permits

The respondent is to be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The respondent shall, at all times, observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan and City ordinances, as well as all other bodies having jurisdictional authority.

The respondent shall be responsible for executing the permit application and plan review process that may be required for this project.

1.7 Non-Discrimination

The respondent agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

1.8 Indemnification

The Professional Engineering and Architectural Services firm shall indemnify, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.

1.9 Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful respondent consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

1.10 Severability

The successful respondent will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

1.11 Income Taxes

The Professional Engineering and Architectural Services firm agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Professional Engineering and Architectural Services firm will require the same



of all subcontractors employing labor under this contract. Professional Engineering and Architectural Services firm is required to withhold City of Pontiac income tax from wages paid to:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

The Professional Engineering and Architectural Services firm is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the Professional Engineering and Architectural Services firm in the City of Pontiac. The Professional Engineering and Architectural Services firm is not eligible for award if they have not filed or paid corporate and employee income tax to the City of Pontiac.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

1.12 Compensation and Payment

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City and AUCH Construction. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

Original invoice **must** be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

1.13 General Conditions

It is the responsibility of the respondent to review General Conditions as specified.

All funds must be quoted in US dollars.

1.14 Quotations/Proposals

Respondents **MUST** submit **one original, three copies, and an electronic copy on a flash drive** of the proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

The submittal should address all of the points outlined in this RFP. The document is to be prepared simply and economically, providing a straight-forward, concise description of the Firm's capabilities to satisfy the requirements of the RFP. Highlight any parts that reflect the Firm's unique philosophy or insight regarding its approach to serving as the City's Professional Engineering and Architectural Services firm for the Phoenix Center Parking Garage & Amphitheater and how this approach will positively impact the successful completion of the project.

The proposal document should not exceed twenty (20) pages in length, excluding covers, table of contents, dividers, required forms, resumes, certifications and affiliations, references, and insurance documentation. To simplify the review process and to obtain the maximum degree of comparability,



the submittal will include the items listed in Section 5 and will be organized in the order and manner specified therein. While additional data may be presented, the Section 5 subjects must be included. They represent the criteria against which the submittals will be evaluated.

1.15 Minor Deviations

Failure to outline all deviations may be grounds for rejection of your proposal.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

See contract for Insurance requirements.

1.16 Subcontracting

The City of Pontiac and AUCH Construction will not allow subcontracting for this agreement unless a request to do so is made by the City and approved by all parties. All persons working on this project shall be employees of the respondent as defined by law.

Section 3. PROJECT DESCRIPTION & REQUIREMENTS

3.1 GENERAL

The City of Pontiac is requesting proposals for the purpose of issuing a Professional Engineering and Architectural Services firm. Candidates are to complete the following scope of services:

The City of Pontiac is in the process of repairing and renovating the downtown Phoenix Center Parking Garage and Amphitheater and is seeking proposals from Professional Engineering & Architectural Services firms for the purpose of providing full services.

- A. The City of Pontiac Phoenix Center was built in 1981. It is approximately 1.25 million sq. ft. The Phoenix Center served as a parking garage, with the top level once hosting concerts and events.
- B. The Phoenix Center was constructed for the purpose of providing parking for the Ottawa Towers buildings as well as overall parking for the Downtown. In addition to the parking garage, there is an amphitheater on the top level with covered seating as well as lawn seating and a covered stage. In 2012 the structure was closed to all parking with the exception of the South side of the structure. The North side was completely closed and due to the closure and lack of security, the facility was severely vandalized. Soon after the closure, the entire facility was without electrical power. Currently the South side, as well as the tunnel (Orchard Lake Road) is powered by the Ottawa Towers Building. Based on recent evaluations, there is significant work to be completed to bring the building into a useful state.
- C. The City will bond for this project and is looking to spend a *not to exceed* amount of \$13.5 million on all aspects of the project including initial preconstruction testing and fact-finding, any demolition, all phases of construction, building commissioning, and project closeout.
- D. The following reports/surveys will be provided to the respondents:
 - 1. **Desman Condition Survey Report & Repair Recommendations - May 2012**



2. Eagle Contracting Phoenix Center Evaluation - November 2016
3. IDS Electrical Study - March 2018
4. IDS Facility Conditions Report - September 2018 (Revised October 2, 2018)
5. Phoenix Center Parking Structure Post-Tensioning Investigation completed by Walker Consultants - October 8, 2018

E. As other construction projects may come up during the contract period the City reserves the right to negotiate fees (for like services) with the awarded firm(s).

F. Project Goals

- Identify and quantify deficiencies in the structural, architectural, mechanical, and electrical to restore the deck and amphitheater to its original condition while maintaining the budget, identifying highest priority needs, and meeting or exceeding code requirements.

Schedule

Invitation to Bid	November 4, 2019
Pre-Proposal Meeting	November 12, 2019 @ 1PM (AUCH HQ)
Deadline for RFIs	November 15, 2019 @ noon
Responses to RFIs	November 20, 2019
Proposal Due Date	December 2, 2019 @ 2 PM
Notification of Selected Firms	December 6, 2019
Interviews (Week of)	December 9, 2019
Recommendation	December 12, 2019

Form of Agreement

An AIA Document B133-2014 is included with modifications. Please note any exceptions to this document as requested in D-2 Additional Information page 1, 2.f.

Proposals

Provide one (1) original, three (3) hard copies, and one (1) electronic copy (flash drive) of both the D-1 Proposal Pricing Form and D-2 Additional Information. Each section shall be enclosed in separate sealed envelopes. Submit to:

City of Pontiac, Attn: Jessica Massey
Purchasing Agent
47450 Woodward Ave.
Pontiac, MI 48342

Insurance Requirements

As stated in the contract.

Requests for Information

All questions and inquiries concerning the RFP shall be addressed in writing to Jessica Massey and Gerry McClelland. All questions and inquiries must be received no later than 12 noon on November 12, 2019. Inquiries and questions may be sent by email to jmassey@pontiac.mi.us and gmcclelland@auchconstruction.com.

Selection Criteria and Process



The project team will evaluate all submitted materials. Criteria that will weigh heavily for evaluation and selection will be:

- A. The awarded firm(s) will have provided Professional Engineering & Architectural Services or similar services in the past five (5) years.
- B. The ideal firm(s) will have experience delivering Professional Engineering & Architectural Services in multi-level parking structures and amphitheaters.
- C. The ideal firm(s) will have experience successfully renovating and restoring existing similarly sized facilities.
- D. The awarded firm(s) must meet or exceed all insurance requirements.
- E. The awarded firm(s) must have demonstrable knowledge & experience working with the local municipalities, CMC delivery, and local contractor base.
- F. Description of approach to the services
- G. Qualifications of principals and assigned staff
- H. Readiness to undertake the required services
- I. Urban site experience
- J. Innovative solutions

While cost factors will figure in the selection, we will be selecting an Architect/Engineer Team who will creatively plan and guide the design with our goals at the forefront. We anticipate selecting a maximum of 3 A/Es to interview. The interviews will take place at AUCH's offices.



Section 4. Attachment D-1 – Proposal Pricing Form

ATTACHMENT D-1 – PROPOSAL PRICING FORM
City of Pontiac – Phoenix Center Parking Garage & Amphitheater
REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES

FIRM INFORMATION:

FIRM'S NAME: _____
CONTACT PERSON: _____
ADDRESS: _____
CITY/STATE: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____

A. PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES PRICING

This Pricing is to reflect an award by the City of Pontiac for Services contemplated in, and in accordance with the terms and conditions of the RFP and the Contract. Please enclose (1) original, (3) hard copies, and (1) electronic copy of this form in a separate envelope, clearly marked PROPOSAL PRICING FORM.

1. Percentage of Cost of the Work:

Cost of the Work shall be determined by the sum of the contract amounts with all Contractors, as amended by any change orders formally approved by the Owner, the Architect, and the Construction Manager. Cost of the work does not include the compensation of the Engineer or Architect and Engineer or Architect's consultants or the compensation of the Construction Manager or Construction Manager's consultants if any, including personnel reimbursable rates or General Condition Items, as defined under the Standard Form of Agreement between Owner and Construction Manager, as modified by the Owner, if any.

After the final project scope is determined by the City of Pontiac and AUCH Construction, the parties may mutually agree to convert the percentage of cost of the work to a lump sum for the project fee using the percentage outlined above and the hourly rates outlined below as the basis for the conversion.



a. **Fee Proposal for Approximately \$13,500,000 in Project Costs:**

Renovation and restoration of Parking Garage and Amphitheater Construction
Project _____% \$_____

2. Billable Hourly Rate Schedule:

<u>Position</u>	<u>Hourly Rate</u>
Principal in Charge	\$ _____
Project Manager	\$ _____
Registered Architect	\$ _____
Professional Engineer	\$ _____
Field Representative	\$ _____
Structural Engineering	\$ _____
Draftsman/Technician	\$ _____
Accounting	\$ _____
Clerical	\$ _____
Landscape Architect	\$ _____
Mechanical/Electrical Engineer	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. Reimbursables

Provide a list of items for which you would require reimbursement and the percentage mark-up, if any, which you would add to reimbursable expenses. Please refer to AIA B133-2014 as amended, Article 11 for clarifications on allowable reimbursable expenses.

Percentage Mark-up _____%

Not-To-Exceed Cost of Reimbursable Expenses \$_____

4. Sub Consultants / Additional Services if Required

In the event additional consultant services are required to complete this project, please state your percentage mark-up, if any, for including the services of additional consultants under your primary contract.

_____%

5. Number of Hours Budgeted for All Services:



ACKNOWLEDGEMENT OF ADDENDA TO RFP

The respondent acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

The undersigned understands that City of Pontiac and AUCH Construction reserves the right to accept or reject in whole or in part any and all proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Engineering & Architectural firms submitting the best financial proposal (low bidder).

All Engineering & Architectural firms are placed on notice that the scope of the parking garage and amphitheater may be revised, expanded, or reduced based on market conditions, received bids, value engineering, schedule changes, and other similar variables. Notwithstanding the above, the total budget for construction is not anticipated to change. All respondents making a proposal acknowledge that they have taken this into consideration when submitting their proposal and your fees must accommodate changes in construction without charge orders for additional services.

If award is made to our firm based upon our proposal, we agree to enter into the attached form of contract with the City of Pontiac to furnish the Services in strict accordance with this request for proposal, the contract, and our proposal.

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in this request for proposal and the contract, unless specifically enumerated as an exception as part of our proposal.

I hereby certify that I am authorized to sign as a representative for the firm.

RESPONDENT HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFP.

Name of Firm: _____

(Signature/Principal)

(Name Printed)

Date: _____



Section 5. Attachment D-2 – Additional Information

ATTACHMENT D-2 – ADDITIONAL INFORMATION

City of Pontiac – Phoenix Center Parking Garage & Amphitheater

REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES

Additional information shall be provided in a separate sealed envelope. The (1) original and (3) hard copies should be in an 8.5 x 11 format, bound and tabbed by sections, along with (1) electronic copy on a flash drive. The proposal shall not exceed twenty (20) pages in length, excluding covers, table of contents, dividers, required forms, resumes, certification and affiliations, references, and insurance documentation. To simplify the review process and to obtain the maximum degree of comparability, the submittal will include the following information and will be organized in the order and manner specified below.

1. **Executive Summary** - Provide a brief summary (3 page limit) which describes and highlights your proposal. Explain your firm's experience, qualifications, team, and particular expertise for this project, and that of your project team. State in concise terms your understanding of the project and how your firm will address the needs as stated in the project description and requirements.
2. **Firm Information** - Number of years in the Engineering/Architectural profession
Identify the principals of the Engineering/Architectural entity and explain entity structure (i.e., corporation, partnership, LLC, etc.).
 - a. List all insurances that the firm has that would be applicable to the services, including errors and omissions insurance.
 - b. Describe your customary fee arrangement for Engineering/Architectural services.
 - c. Describe what reimbursable expenses, as defined in paragraph 11.8 of the Contract, or any other costs or expenses that will be incurred by the City of Pontiac in addition to basic services.
 - d. List outside consulting firms you frequently use and the service(s) they provide.
 - e. List any actions taken by a regulatory agency against or litigation involving the firm or its agents or employees with respect to any work performed in the last five (5) years.
 - f. Provide a detailed list of any exceptions or special considerations your firm has to the terms and conditions of the RFP and the contract. This must include a detailed reference to the corresponding section of the RFP the contract and explanations for the same.



3. Project Team

- a. Provide an organizational chart graphically indicating how the firm will staff and structure your proposed team for the project.
- b. Provide a one page resume for each proposed team member, specifically stating tenure with your firm, experience, and qualifications of each individual. Indicate assignments and roles or areas of responsibility for each team member. Also include resumes for any consultants.
- c. Outline the major strengths your proposed team will bring to the project (1 page limit).

4. Firm Experience - Provide examples of five (5) similar projects with emphasis on work completed within the last five (5) years with the specific team being proposed (3 page limit). The project description should include:

- Scope
- Total project cost
- Completion date
- Owner reference
- Design partner reference
- Team members proposed

5. Design Approach - Provide a detailed explanation of your approach (2 page limit).

Describe clearly and concisely the steps you will take to design this project, including a project timeline. Detail how you will tie in the improvements into the urban landscape. Show your experience with similar parking garages and amphitheater projects. Explain how your team will gather input from City of Pontiac staff and user groups to determine design for the facility.

Pre-Proposal Meeting SIGN-IN SHEET

Company	Address/City	Representative	E-Mail
COKE DESIGN GROUP	37740 Hills Tech Dr.	JOAN KITZKE	JKITZKE@GREGG.NET
omments:			
HAMILTON ANDERSON ASS	1435 RANDOLPH ST. DETROIT, MI 48226	TREVOR DYBENKO	tdybentko@hamilton-anderson.com
omments:			
WGI	5136 Louisa Lane, Ste 200 Kalamazoo MI 49002	Greg EhmkR	greg.ehmkR@wgiinc.com
omments:			
		Ph: 269/599-1723	Fax:
omments:			
		Ph:	Fax:
DESMAN	1100 WEST 9 TH SUITE #100 CLEVELAND, OH. 44113	PATRICK LYELL	plyell@desman.com
omments:			
		Ph: 216-736-7110	Fax:
omments:			
		Ph:	Fax:
SME	43840 43560 Plymouth Oaks Blvd. Plymouth, MI 48170	Kevin Whalen	Kevin.whelan@sme-usa.com
omments:			
		Ph: 734-454-9900	Fax:

Time/Work Activity of RFP: Professional Engineering & Architectural Services Phoenix
Center Parking Garage and Amphitheater

esent: Jessica Massey, Purchasing Agent

Pre-Proposal Meeting SIGN-IN SHEET

Company	Address/City	Representative	E-Mail
Integrated Design Solutions	Troy, MI	Dave DiCuccio	ddicuccio@ids-michigan.com
omments:			
omments:			
		Ph:	Fax:
Fley Vandenbrink	Farmington Hills, MI	Yadong Dong	Ydong@frenz.com
omments:			
		Ph:	Fax:
omments:			
		Ph:	Fax:
WISS JANNEY ELSNER	DINGHAM FARMS, MI	ANDREW LOBBESTAE JUSTIN BARDEN	allobbestae@wje.com jbarden@wje.com
omments:			
		Ph:	Fax:
MEG / Desai NAST	West Bloomfield MI	Spencer Jacobs	sjacobs@desainast.com
omments:			
		Ph: 248/847-3233	Fax:
omments:			
		Ph:	Fax:

Time/Work Activity of RFP: Professional Engineering & Architectural Services Phoenix
Center Parking Garage and Amphitheater

Present: Jessica Massey, Purchasing Agent

Pre-Proposal Meeting SIGN-IN SHEET

Company	Address/City	Representative	E-Mail
YAMASAKI	3011 W. GRAND BLVD, SUITE 222 DETROIT	ARNOLD MIKON	AMIKON@YAMASAKI-INC.COM
omments:			
omments:		Ph:	Fax:
Hubbell Roth & Clark	555 Hurst	Jane Graham	jgraham@hrcengr.com
omments:		Ph:	Fax:
omments:		Ph:	Fax:
HRC	555 Hurst	Adrianna Meldrew	ameldrew@hrcengr.com
omments:		Ph:	Fax:
omments:		Ph:	Fax:
KAHN	3011 W GRAND BLVD DET.	STEPHEN WHITE	STEPHEN.WHITE@KAHN.COM
omments:		Ph:	Fax:

Time/Work Activity of RFP: Professional Engineering & Architectural Services Phoenix
Center Parking Garage and Amphitheater

Present: Jessica Massey, Purchasing Agent

Pre-Proposal Meeting SIGN-IN SHEET

Company	Address/City	Representative	E-Mail
ALBERT KAHN ASSOC	3011 W. GRAND BLVD DETROIT, MI	ZEBEDEE TOLBERT	zabedee.tolbert@akahn.com
omments:			
Rick Klen (Walker Consultants)		525 Ave D Ste 1, AZ	r.klen@walkerconsultants.com
omments:		Ph:	Fax:
omments:		Ph:	Fax:
omments:		Ph:	Fax:
omments:		Ph:	Fax:
omments:		Ph:	Fax:

me/Work Activity of RFP: Professional Engineering & Architectural Services Phoenix
Center Parking Garage and Amphitheater

asent: Jessica Massey, Purchasing Agent



Score Sheet

Score 1-10 (10 is perfect score)

	A.	B.	C.	D.	E.	F.	G.	H.	I.	J.								
	Recent Experience (past 5 years)	Experience with Parking Structure	Experience with Similar Size Projects	Insurance	Local Exp / CMc / Contractors	Approach	Staff	Readiness	Urban Site Experience	Innovations	Cost	Overall Total	Score	Cost	Comments			
IDS	10	10	10	10	10	10	9	10	10	6	6	1010000	101	\$	Walker on team			
HRC	10	10	10	10	10	10	10	10	10	8	5	1030000	103	\$	Walker on team			
SME	10	10	10	10	10	8	8	10	10	5	5	960000	96	\$	UBS & Elevator consultant Cost quoted are not complete			
Hamilton Anderson	10	10	10	0	7	8	7	8	10	0	3	730000	73	\$	Walker SES lots of other consultants			
Desmond Design Management	10	10	10	10	7	9	10	10	10	5	9	1000000	100	\$				
WGI	10	10	10	10	8	9	10	10	10	5	6	980000	98	\$				
IMEG	10	10	10	10	10	4	8	10	10	0	7	890000	89	\$	WGI IDS HRC on team Assumes complete drawings will be provided.			
Wiss, Janney, Elster	10	10	10	10	10	10	10	10	10	5	4	990000	99	\$	HED on team			

#4b

PRESENTATION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of
John V. Balint, Director of Public Works/City Engineer

DATE: December 23, 2019

RE: **Update to Pontiac Council on RFP for Public/Private Partnership**

The Phoenix Center Parking Garage Public Private Partnership Selection Committee has completed the RFP process. The City Clerk's Office opened received bids on December 16th 2019. The city received three (3) bids.

On December 17th 2019, the Selection Committee consisting of Dan Ringo, Jessica Massey, and Danielle Kelly (Plante Moran) performed a preliminary review of the bids from three companies. The three companies that submitted bids were:

1. Red Pimpernell LLC
2. Serra Real Estate Capital
3. Pontiac PPP Omega Investments

In the upcoming week(s) the Selection Committee will finish review of the bids and compile a report to Council including their findings and recommendation. An interview of vendors will be conducted as part of the review determination.

JVB/dr



Financial Services – Purchasing Division

NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

REQUEST FOR PROPOSALS FOR THE LEASING, MANAGEMENT, OR PUBLIC PRIVATE PARTNERSHIP

OF THE PHOENIX CENTER FACILITY

If your firm plans to bid on this project, please send an e-mail response to
JMassey@pontiac.mi.us with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.



Financial Services – Purchasing Division

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, December 16th 2019 at 2:00 pm prevailing local time in the City Hall Lion's Den Conference Room at 47450 Woodward Ave for:

LEASING, MANAGEMENT, OR PUBLIC PRIVATE PARTNERSHIP OF THE PHOENIX CENTER FACILITY

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave, Pontiac, MI 48342 by 2:00 pm December 16th 2019. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

Sealed bid: *Leasing, Management, or Public Private Partnership of The Phoenix Center Facility*

For Opening: *Monday, December 16th 2019 at 2:00 pm*

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

Purchasing: <http://www.pontiac.mi.us/departments/finance/purchasing.php>

Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFP, please contact the Purchasing Agent at (248) 758-3120.

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the Parking Lot Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 pm December 16th 2019, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as **"Leasing, Management, or Private Public Partnership of The Phoenix Center Facility"**, and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac, 47450 Woodward, Pontiac, MI 48342.

Bids will be received during regular business hours at the place and up to the time stated in the Advertisement. Any extension in time will be by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

1.2 Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.3 Withdrawal of Bids

Any bidder may withdraw his proposal, in writing, at any time prior to the scheduled closing time for receipt of proposals. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be a reason why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the bidder.

1.4 Bid Form

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Alternate written proposals will not be accepted.

1.5 Selection Process

A. Schedule

Given the scope and complexity of this RFP, the City intends to use the following process to request, receive, and evaluate Proposals and select a Proposer:

Process	Proposed Timeline
Proposer's Questions Due to City	December <u>2</u> , 2019 at 5:00pm ET
Responses to Proposer's Questions Posted	December <u>9</u> , 2019 at 5:00pm ET
PROPOSALS DUE	December <u>16</u>, 2019 at 2:00pm ET
Selection Committee Screening of Proposals	Weeks of December <u>23</u> and <u>30</u> , 2019
Notification of Short-Listed Proposers	January <u>3</u> , 2019
Pre-Registration Deadline for Mandatory Tour	January <u>8</u> , 2020
Mandatory Tour	January <u>15</u> , 2020
In-Person Interviews	January <u>16th-17th</u> , 2020
Sealed BAFO Due	January <u>22</u> , 2020
BAFO Evaluation	January <u>24</u> , 2020
Letter of Intent Executed with Selected Proposer	To be Determined
City Council Approval	To be Determined

B. Proposer's Questions

At or before 5:00 pm ET on December 2, 2019, Proposers may submit written requests of clarification of this RFP and/or questions to the City by utilizing the form provided in Appendix 4 of this RFP and submit the completed form via email to [JMassey@pontiac.mi.us]. Written responses to properly submitted, relevant requests for clarification and questions from Proposers will be posted by the City on the City's website or BidNet by 5:00 pm ET on December 9, 2019. Solicitation of information or contact with any City elected official, appointee, board member, employee, or agent of the City, or other associated personnel concerning this RFP other than through the designated form and process described herein is prohibited and may result in disqualification of the Proposer and its proposal.

C. Selection Process

The selection of the Proposer will involve a three-part selection process:

1. Round I | Request For Proposals

Proposers must submit Proposals meeting the RFP requirements, which will be evaluated and scored by the Selection Committee. The highest scoring Proposers, the number of which is at the City's discretion, may be short-listed for further evaluation which will include

a mandatory tour of the Phoenix Center (see Section II. C. 2.), an in-person interview with the Selection Committee, and the submission of a Best and Final Offer (BAFO).

2. Round II | Mandatory Tour and In-Person Interview

A short-listed Proposer will be invited to attend a **mandatory** tour of the Phoenix Center to be held on January 15, 2020. Each Proposer member wishing to attend the mandatory tour must **pre-register** by completing the Registration and Release of Liability Form as provided in **Appendix 5** of this RFP and submit the completed form via email to **[JMassey@pontiac.mi.us]** on or before January 8, 2020. Each copy of the Registration and Release of Liability Form can accommodate the signature of one person. **Proposer team members who do not pre-register will not be allowed to attend the tour.**

Pre-registered Proposer members will first meet and check-in for the mandatory tour at the Phoenix Center located at 47251 Woodward Avenue, Pontiac, MI 48342 on the date and time provided in the invitation. The City will provide a guided tour of the Phoenix Center. The tour is expected to last two (2) hour. **At least one member of the Proposer's team must attend the tour. All attendees must pre-register and attend the mandatory tour or their Proposal may be disqualified.**

The short-listed Proposers may also be invited to an in-person interview with the Selection Committee. An invitation letter will be sent via email with the date, time, and location of the interview. The invitation to interview will include a list of questions to be addressed in order at the interview and the form to submit the BAFO. The interview will last for 90 minutes and consist of 60 minutes for presentation and 30 minutes for questions and answers. The Selection Committee will rank the short-listed Proposer's interviews.

At the beginning of the in-person interview, the short-listed Proposer shall submit their completed BAFO in a sealed envelope to the Selection Committee.

3. Round III | Evaluation of BAFO

At a later date, after all short-listed Proposers have concluded their interviews and submitted their sealed BAFOs, the Selection Committee will open, evaluate, and analyze the BAFOs. If necessary, the Selection Committee may ask a short-listed Proposer to clarify its BAFO.

4. Letter of Intent

The City intends to execute a Letter of Intent with the selected Proposer. Should the City be unable to successfully negotiate a lease, management agreement or a public private partnership agreement with the selected Proposer, it reserves the right to cancel the selection and negotiate with the next Proposer. The City also reserves the right to cancel this RFP at any time and reject any and all Proposals at its sole discretion.

1.6 Bid Bond

A bid bond is not required.

1.7 Pre-Bid Meeting

A Pre-Bid Meeting is not required.

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

The Bidder shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The Bidder shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

2.2 Non-Discrimination

The Bidder agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

2.3 Indemnification

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

2.4 Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Bidder consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

2.5 Severability

The successful Bidder will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac.

2.7 Compensation and Payment

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoice will be signed by the City of Pontiac individual responsible for the contract authorizing payment.

Original invoice **must** be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

2.8 General Conditions

It is the responsibility of the Bidder to review General Conditions as specified.

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection.

All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

2.9 Quotations/Proposals

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals must be submitted utilizing the following format requirements and process:

A. Submission

In responding to this RFP, Proposers must submit the following:

- Five (5) printed originally signed copies of the Proposal
- One (1) electronic PDF copy of the Proposal on a flash drive

Proposals may be disqualified if the printed and electronic copies are not simultaneously submitted by the Due Date and/or if the contents of the Proposals are not the same.

PROPOSALS ARE DUE BY 2:00 PM ET ON December 16, 2019 (Due Date).

Proposals received after the Due Date will not be accepted or will be marked late, unopened, and returned to sender. Copies of the Proposals shall be sealed in an envelope/box containing the Proposals and flash drive and clearly labeled "Request for Proposals – Phoenix Center" and delivered to the following address:

City of Pontiac
Department of Purchasing
47450 Woodward Avenue
Pontiac, MI 48342

B. Format

Proposals should be spiral bound, printed on single-sided 8.5"x11" paper, either portrait or landscape, with a minimum of one-inch margins and a font size of 11-points. For legibility purposes, site plans, schedules, or other relevant proposal documents may be printed on 11"x17" paper folded to be equivalent to 8.5"x11" paper.

C. Criteria

Proposals will be evaluated on the following criteria: 1) Team; 2) Relevant Experience, Certification, and Past Performance; 3) Financial Capabilities; 4) Concept and Design, and; 5) Implementation Strategy, Budget, and Schedule.

The Selection Committee will compile the results of the short-listed Proposers' three scored components: 1) Proposal (weighted 20% of total score); 2) Interview (weighted 30% of total score) and; 3) BAFO (weighted 50% of total score).

D. Content of the Proposal

Proposals must include the following information:

1. Introduction Letter (2 page maximum, excluded from page limit)

The introduction letter should identify each firm included in the Proposer Team, affirmatively commit each firm of the Proposer Team to complete the Project Component the Proposer Team desires to complete. The introduction letter **must be signed by an authorized officer of each firm of the Proposer Team.**

The Proposal should contain responses to the following categories:

2. Proposer Information

Please provide the following information for **each firm** included in the Proposer Team:

a. Company Information

- i. Firm Name
- ii. Contact Person
- iii. Business Address (no P.O. boxes)
- iv. Phone Number
- v. Email Address
- vi. Website (if applicable)
- vii. Type of Business Organization (Corporation, LLC, etc.)
- viii. Number of Years in Business
- ix. Roles and Responsibilities for the Project Component(s)
- x. Identify if the Firm is a Minority Business Enterprise (MBE) or Disabled Veteran-Owned Business (DVB)

b. Resumes

- i. Please provide the names, resumes, and roles/responsibilities of all individuals who will serve as the key day-to-day contacts for the Project Component(s)

c. Workload and Capacity

- i. Please identify each firm's current commitments and anticipated new engagements throughout the duration of the Project Component
 - ii. Please identify how potential overlap and capacity issues would be addressed to ensure a successful Project Component for the City
- d. Minority Business Enterprise and Disabled Veteran-Owned Business (MBE/DVB) Participation
 - i. Please describe the Proposer Team's goals and action plan to encourage MBE/DVB participation on a Project Component

3. Relevant Experience, Certification, and Past Performance

- a. Demonstration of Experience with All Components of this Project
 - i. Please identify at least three (3) similar or relevant projects, either completed previously or currently under engagement by at least one member firm of the Proposer Team, that includes a parking structure and or amphitheater and matches at least one of the Project Components: 1) Lease; 2) Management Agreement, and/or; 3) Public Private Partnership (P3), if the Proposal includes such aspect.
 - ii. For each of the projects listed in 3. a. i. above:
 - 1. Describe the Proposer Team's roles and responsibilities, and;
 - 2. Provide an end-user reference (name, title, company/municipality, telephone number, and email address)

4. Financial Capabilities and Other Required Documents

Proposals must address the Team's financial capability or provide a viable alternative to meet the City's obligations under the Agreement and to complete the Project Components by demonstrating:

- a. Recent experience securing financing for project(s) of similar size and complexity, specifically; satisfactory evidence of having obtained financing for project(s) with a total cost of \$20 million or more in the last five (5) years
- b. Letter(s) of interest from potential lenders
- c. Ability to obtain sufficient bonding capacity and insurance for the Project Component
- d. Balance sheet and evidence of cash and/or cash equivalents (e.g. working capital) sufficient to implement the Project Component
- e. Attestation that no member firm of the Proposer Team has filed for bankruptcy in the last ten (10) years or is currently in bankruptcy

- f. List and explanation of any litigations arising from similar projects within the last 10 years.

5. Concept and Utilization of the Phoenix Center Facility

Proposals must include an overall master plan Phoenix Center Facility that incorporates its highest and best use and maximizes value to the City. This master plan should describe:

- a. Use mix that maximizes value to the City and is economically viable;
- b. Parking and Transit Oriented Features that meet City needs and provide value;
- c. Community Connectivity,
- d. Sustainable Utilization,
- e. How the new facility fits into the surrounding area and community, and
- f. How the Phoenix Center Facility compliments other municipal or commercial services.

6. Implementation Strategy, Budget, and Schedule

Proposals must outline the Proposer's strategy and method to implement the Project including:

- a. Project Component Phasing, Construction Schedule, and Occupancy/Utilization;
- b. Project Budget, Proforma, and Cash Flow Projections;
- c. Estimates of the Overall Economic Impact of this Project, and;
- d. Current Zoning, Path for Public Approvals, and Community Outreach Plan.

2.10 Minor Deviations

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

2.11 Bonds and Insurance

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 10,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac at the time the contracts are returned by for execution, certificates and policies as listed below:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. If so requested, Certified Copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Pontiac at least ten (10) days prior to the expiration date.

2.12 Performance Bond

No performance bond shall be required.

2.13 Payment Bond

No payment bond shall be required.

2.14 Maintenance and Guarantee Bond

No maintenance and guarantee bond shall be required.

2.15 Subcontracting

The City of Pontiac will not allow subcontracting for this agreement. All persons working on this project shall be employees of the Bidder as defined by law.

3. DESCRIPTION OF SERVICES

3.1 BACKGROUND AND OVERVIEW

On November 1, 2018, the City of Pontiac, County of Oakland, State of Michigan (the "City") was party to certain lawsuits in the Oakland County Circuit Court (case nos. 2012-130331-CH and 2014-139761-CH and entered into a Settlement Agreement and Release (the "Agreement") by and among Ottawa Tower II, LLC and North Bay Drywall, Inc. Profit Sharing Plan & Trust (the

"Plaintiff") and the City, Louis Schimmel, former Emergency Manager of the City, Oakland County, and Oakland County Building Authority (the "Defendants"). The terms of the Agreement require the City to make certain improvements to the Phoenix Center consisting of a parking garage, amphitheater, and plaza (the "Phoenix Center"). The Signature Copy of the Agreement is included at Appendix 1 of this Request for.

Pursuant to the following resolutions duly adopted by the City Council of the City on September 10, 2019, the Mayor of the City is authorized to issue a Request for Proposals to invite qualified parties to submit proposals to:

1. Lease the Phoenix Center; see Resolution 19-467 in Appendix 2.1 or on the City's website [\[click here\]](#);
2. Manage the Phoenix Center; see Resolution 19-468 in Appendix 2.2 or on the City's website [\[click here\]](#); or
3. Enter into a Public Private Partnership for the Phoenix Center; see Resolution 19-469 in Appendix 2.3 or on the City's website [\[click here\]](#).

The following Request for Proposals (RFP) is being issued by the City through its Department of Purchasing for potential qualified development teams, joint ventures, or parties (a "Proposer") to:

1. Lease the Phoenix Center;
2. Manage the Phoenix Center; or
3. Enter into a Public Private Partnership for the Phoenix Center.

A Proposer may submit a proposal for one or all of the above requests.

The City is seeking cost-effective Proposals that detail the Proposer's: qualifications; relevant and proven experience with parking and or entertainment facilities; financial capability; design, construction, and development approach; and implementation strategy that meets or exceeds the City's requirements as outlined in this RFP. The selected Proposer must:

- Understand the City's obligations under the Agreement
- Understand the principles and goals identified in this RFP
- Assign a team of professionals with demonstrated experience of working together
- Possess the capacity to manage a parking garage and or an amphitheater
- Add/maximize value in the management, design, development, construction, and or delivery of a high-quality amphitheater and parking garage
- Possess the capacity to secure the required financing, if necessary, to comply, at a minimum, with the obligations described in the Agreement

A. Scope

The existing Phoenix Center located in the downtown business district of the City of Pontiac consists of a parking structure having 2,250 parking spaces in 874,000 square feet and an amphitheater located atop the parking structure consists of a stage, seating for 1,000, and concession stands in 292,000 square feet. The Phoenix Center is owned by the City but has been closed since 2011.

With the execution of the Agreement and the adoption of the resolutions by City Council, the City would like to maximize the utilization and positive net revenue generation of the Phoenix Center by soliciting proposals for the leasing, management, and or entering into a public private partnership with a Proposer. Accordingly, the City intends to evaluate proposals received from qualified Proposers that meet the needs and expectations outlined in this RFP.

B. Project Status

Since the Phoenix Center has been shuttered since 2011, the City commissioned a facility assessment of the existing Phoenix Center Parking Deck and Rooftop Amphitheater, for the purpose of evaluating and identifying items which require renewal, repair, upgrades or replacement. Field survey work was conducted on August 7, 2018, August 21, 2018 and August 24, 2018 by Integrated Design Solutions, LLC (IDS). The facility was surveyed with the assistance of City personnel.

The Facility Condition Assessment dated September 2018 and revised October 8, 2018 (the "FCA") compiled a list of all deficient structural, architectural, mechanical and electrical items that, in IDS's professional opinion, would require replacement, enhancement and/or repair in order to meet the goals of preserving and improving the assets of the Phoenix Center. Itemized deficiencies listed in the table below are not meant to change the facility layouts or functions. Furthermore, IDS did not perform any forensic evaluations or destructive testing. A copy of the FCA is in Appendix 3.

Cost Summary of Phoenix Center Facility Condition Assessment (October 8, 2018)

Category	Parking Deck	Amphitheater	Total Cost
Structural	\$1,728,837	\$0	\$1,728,837
Architectural	\$2,992,894	\$426,981	\$3,419,875
Mechanical	\$1,506,845	\$465,185	\$1,972,030
Electrical	\$3,939,512	\$565,800	\$4,505,312
Soft Cost (includes Contingency)	\$4,448,697	\$510,288	\$4,958,985
Total Project Cost	\$14,616,785	\$1,968,254	\$16,585,039

Project Components

Proposals in response to this RFP must address how it will deliver at least one of the following Project Components:

1. Lease the Phoenix Center Facility

The City would receive a Proposal from a Proposer to lease the Phoenix Center Facility for an initial period and renewal periods as mutually agreed to between the City and the Proposer on a triple net basis which provides the City with the maximum, positive revenue on an annual basis. The lessee would be responsible or provide a viable alternative to perform the City's obligations under the Agreement and facilitate any other operations and improvements to make the Phoenix Center functional.

2. Manage the Phoenix Center Facility

The City would receive a Proposal from a Proposer to manage the Phoenix Center Facility for an initial period and renewal periods as mutually agreed to between the City and the Proposer for the parking structure and or the amphitheater on a triple net basis which provides the City with the maximum, positive revenue on an annual basis. The Proposer would be responsible or provide a viable alternative to perform the City's obligations under the Agreement and facilitate any other operations and improvements to make the Phoenix Center functional.

3. Public Private Partnership (P3)

The City would receive a Proposal from a Proposer to enter into a Public Private Partnership for the Phoenix Center Facility which provides the City with the maximum, positive revenue on an annual basis. The Proposer would be responsible or provide a viable alternative to perform the City's obligations under the Agreement and facilitate any other improvements to make the Phoenix Center functional.

3.2 TERM OF CONTRACT

The length of contract shall be proposed by the contractor with an explanation of the basis of proposal. City hall shall have the option to extend the contract at its discretion, subject to mutual agreement in writing by the parties.

3.3 NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

3.4 CITY RULES

Employees of Contractor shall comply with all instructions, and building regulations issued by representative of the City of Pontiac.

3.5 PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

4. OTHER CONSIDERATIONS AND RESERVATION OF RIGHTS

4.1 OTHER CONSIDERATIONS

1. Procuring and Contracting Agency

The City's Department of Purchasing is the authorized agent for this Project. The City Council will authorize the final selection made for the Project. All negotiations relative to this Project may only be conducted with the City's designated contact.

2. Lease, Management, or Public Private Partnership Agreement

To facilitate the maximum, annual, net positive revenue to the City, the Proposer should address and show how the Proposal meets or exceeds each of the following characteristics, if applicable, which are critical in the evaluation and award process. Notwithstanding, the City reserves the right to change the legal mechanism used to execute an agreement to deliver this Project.

- a. Lease Rate: The lease rate shall be quoted as a triple net (NNN) rate based upon a 20-year lease period with two (2), 5-year renewal options. The proposed rental rate should not include general operating expenses including, but not limited to, utilities, common area maintenance and repairs, grounds maintenance and repairs, property taxes, etc.
- b. Capital Expenditures: Lessee will be responsible for all capital expenditures and maintaining a capital reserve fund.

3. Prevailing Wage

The Proposer shall comply with prevailing wage requirements, if applicable.

4. Minority Business Enterprise and Disabled Veteran-Owned Business (MBE/DVB) Participation

Minority Business Enterprises (MBE) and Disabled Veteran Owned Businesses (DVB) are encouraged to respond to this RFP. Provide MBE or DVB certification as an appendix to your proposal.

4.2 RESERVATION OF RIGHTS

The City reserves the right, in its sole and absolute discretion and as it may deem necessary, appropriate, or beneficial to the City with respect to the RFP, to:

- Cancel, withdraw, or modify the RFP
- Modify or issue clarifications to the RFP prior to the Proposal Due Date; in the event the RFP is modified it will be posted on the City's website or BidNet and all Proposers will be provided a chance to revise their Proposals
- Request submission of additional information from some or all Proposers following its review of one or more Proposals
- Waive any irregularity or defect in any submission
- Reject any Proposals it deems incomplete or unresponsive to the RFP requirements
- Reject all Proposals that are submitted
- Reissue the original RFP, issue a modified RFP, or issue a new RFP, whether any Proposals have been received in response to the initial RFP.

1. Site Conditions

The Phoenix Center facility is "as-is" condition, without representation or warranty as to physical or environmental condition of the land or any existing structure.

The City makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of any work, re-development, or construction of the property.

2. Predevelopment and Development Costs

The City is not liable for any costs incurred by a Proposer in replying to this RFP.

In addition, Proposers should be aware of the following:

- a. Proposers should draw independent conclusions concerning conditions that may affect the methods or cost of development or management of the Phoenix Center;
- b. Proposer shall be solely responsible for all pre-development (including demolition of existing improvements and due diligence studies such as traffic, geotechnical, storm water management, and other site preparations) and development costs associated with the Project;

- c. Proposer shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time, and;
- d. All equity and self-funded project pre-development money expended by a Proposer is at the sole risk of the Proposer. The City shall under no circumstances be responsible to reimburse same, whether pre- or post-selection.

3. Change in Proposer's Information

If there are any changes to any of Proposer's team members or new financial information, the Proposer must notify the City in writing and provide updated information in the same format as prescribed in the RFP for the appropriate section of the Proposal. The City reserves the right to evaluate the modified Proposal, eliminate the Proposer from further consideration, or take other action as City may deem appropriate.

4. Ownership and Use of Proposal

Once submitted, all Proposals shall be the property of the City. The City may use any and all ideas and materials included in any Proposal, whether the Proposal is selected or rejected.

5. Communications with Media, Government Agencies, and Community

The Proposers shall not initiate or pursue any discussions or communications with the media, government agencies, and/or the community relating to the Project without first coordinating with and receiving the approval of the City.

6. Selection Non-Binding

The City's selection of a Proposer indicates only its intent to negotiate with the selected Proposer, and the selection does not constitute a commitment by the City to execute a final agreement or contract with that Proposer. Proposers therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on any action by the City, or its contractor, representative, or employee's actions for any costs or liabilities incurred as a result of responding to this RFP.

7. Freedom of Information

All information in a Proposer's Proposal is subject to the provisions of Michigan's Freedom of Information Act (Act 442 of 1976, as amended) [[click here](#)]. Any information or data in the Proposal that the Proposer claims as proprietary and confidential and should not be disclosed by the City to third parties shall be clearly identified in their Proposal (each page shall be marked as "Proprietary and Confidential") and specified on the Designation of Confidential and Proprietary Information Form as provided in **Appendix 6** of this RFP.

8. State Law

Any agreement between the City and the successful Proposer arising from this RFP will be governed, construed, and interpreted in accordance with the laws of the State of Michigan. Proposers are advised that under such laws, the City will not indemnify the successful Proposer against claims, demands, suits, actions, proceedings, liabilities, damages, losses, costs, or expenses of any kind by reason of injury or death to any person or for property damage arising out of or relating to the work to be performed.

THIS ENDS THE ABOVE SECTION

FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan

_____, 2019

To All Here Present:

Having carefully examined the bid for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

NOTE: This proposal is solicited on a unit price or lump sum for work actually completed.

THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.

BIDDER ACKNOWLEDGES RECEIPT OF ANY ADDENDUM: (if issued)

ADDENDUM NO: _____ Dated: _____

Bid amounts are to be expressed as a unit price on a per cut basis as specified in the Bid Proposal Form. Bid Prices are to include cost of all labor, materials, equipment, insurance and bonds necessary to comply and perform under these specifications. Prices for individual properties may be requested for selected properties.

Related Project Experience:

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last 5 years:

1) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

2) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

3) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

If you require more room, please submit information on another sheet.

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX# _____

Federal Tax Identification Number: _____

Date: _____

SIGNATURE COPY: 11/01/2018

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into effective as of the 1 day of November, 2018 (the "Effective Date"), by and among OTTAWA TOWER II, LLC, a Michigan limited liability company, and the NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST, a California pension and profit sharing trust, (individually a "Plaintiff" and collectively herein "Plaintiffs" or "Ottawa Towers"), and the CITY OF PONTIAC, a Michigan municipal corporation, ("City"), LOUIS SCHIMMEL, an individual formerly acting as the Emergency Manager of the City of Pontiac, ("Emergency Manager"), OAKLAND COUNTY ("County"), a Michigan municipal corporation, and the OAKLAND COUNTY BUILDING AUTHORITY ("Building Authority"), a Michigan building authority, (collectively herein "Defendants"). The Plaintiffs and Defendants are hereinafter individually a "Party" and collectively the "Parties."

RECITALS

A. On October 30, 1979, the City, the Pontiac Downtown Development Authority, and the Downtown Pontiac Development Company entered into a Comprehensive Development Agreement ("Development Agreement"), recorded at Liber 7770, Page 127, Oakland County Records, that required, among other obligations, that the developer construct a parking deck (the "Deck"), a plaza (the "Plaza"), and other improvements on the public sites of a certain parcel of land located in the City of Pontiac, now commonly known as the "Phoenix Center."

B. The Development Agreement provided that the City would convey certain parcels of land within the project area to the developer to develop various buildings on the private sites within the project area including, but not limited to, two office buildings that are now known as the Ottawa Towers.

C. On May 8, 1980, a Declaration of Easements ("Declaration of Easements") was executed and recorded at Liber 7788, Page 01, Oakland County Records, that created certain easements and other rights and obligations as referenced therein.

D. The Ottawa Towers office buildings are now owned by Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan and Trust.

E. On July 5, 2012, the City's Emergency Manager issued Order S-221 Regarding the Approval to Request the County of Oakland to Approve the Demolition of the Phoenix Center. Thereafter, in July 2012, the Ottawa Towers commenced litigation against Defendants to prevent the demolition and to assert related claims against the Defendants (Oakland County Circuit Court Case No. 12-130331-CH, the "2012 Case"). The City and County filed counterclaims against the Ottawa Towers. On November 30, 2012, the Oakland County Circuit Court entered a preliminary injunction preventing the demolition of the Phoenix Center, among other relief. At the time the case was commenced, the Building Authority held title to the Phoenix Center. However, during the pendency of the case, the Building Authority transferred title to the Phoenix Center back to the City, and thereafter the County dismissed its counterclaim.

F. On March 28, 2014, the City filed a condemnation action against the Ottawa Towers, among others, relating to the Phoenix Center (Oakland County Case No. 14-139761-CC, the "2014 Case"). The City's condemnation action was dismissed in October 2014 by the Oakland County Circuit Court, which dismissal was thereafter affirmed upon appeal; however, the Ottawa Towers' claim for reimbursement of attorney fees and costs under MCL 213.66 remains pending. Both the 2012 Case and the 2014 Case are referred to herein as the "Litigation."

G. The Parties participated in mediation facilitated by the Hon. Gerald Rosen (retired), and the Parties agreed upon the material terms of the settlement of their disputes in the form of a Proposed Term

Sheet dated April 30, 2018 ("Proposed Term Sheet"). Based upon the Proposed Term Sheet, the Parties now desire to memorialize the settlement by this Agreement which shall control and which has been duly authorized by all Parties and, as necessary, their duly authorized officials or agents.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties agree as follows:

1.0 PARTIES TO THIS AGREEMENT

1.1 As used in this Agreement, "Plaintiffs" shall include Ottawa Tower II, LLC, and North Bay Drywall, Inc. Profit Sharing Plan and Trust, their respective owners, managers, employees, officers, trustees, members, agents, attorneys, past and present, and their successors and assigns. The signatories for Plaintiffs acknowledge and represent that they have been duly authorized by their respective entities to execute this Agreement and are acting in their official capacity.

1.2 As used in this Agreement, "Defendants" shall include the City, the Emergency Manager, the County and the Oakland County Building Authority and their elected officials, emergency managers, appointees, employees, insurers, representatives, agents, attorneys, past and present, and their successors, and assigns. The signatories for Defendants acknowledge and represent that they have been duly authorized by their respective entities to execute this Agreement and are acting in their official capacity. The City represents that no approval is required from the State of Michigan, the Michigan Department of Treasury or any Transition Advisory Board.

2.0 CONSENT JUDGMENT, DISCHARGE OF LIENS AND DISMISSAL OF OAKLAND COUNTY DEFENDANTS.

2.1 The Parties agree that the consent judgment in substantially the same form attached hereto as Exhibit 1 (the "Consent Judgment") and the Stipulation and Order for Dismissal With Prejudice as to Defendants Oakland County and Oakland County Building Authority, only, also attached as Exhibit 1 shall be submitted to the Court for entry upon execution of this Agreement in resolution of all pending claims and closes Case No. 12-130331-CH. The Stipulated Order for Dismissal also attached hereto as Exhibit 1 shall be submitted to the Court for entry upon execution of this Agreement in resolution of all pending claims and closes Case No. 14-139761-CC. Prior to submission of the Consent Judgment and the Stipulated Order for Dismissal to the Court, the City shall pay in full to Plaintiffs' counsel the settlement payments as set forth in Section 3.1.1, 3.1.3, and the first installment payment set forth in Section 3.1.2. Plaintiffs' counsel shall hold the settlement payments in escrow in the Maddin Hauser Roth & Heller, PC-IOLTA Client Trust Account until the Consent Judgment and the Stipulated Order of Dismissal are entered by the court and, upon entry, Plaintiffs' counsel is authorized to disburse the settlement payments to Plaintiffs. By entering into this Agreement, no Party admits to any wrongdoing, liability, or responsibility for damages of any kind whatsoever.

2.2 Concurrently upon payment in full by the City of the amounts set forth in Section 3.1.1, 3.1.3 and the first installment payment set forth in Section 3.1.2 and disbursement of such funds to Plaintiffs, Plaintiffs shall discharge and release any and all existing liens that Plaintiffs have filed against the Phoenix Center. The discharge and release of the liens shall be recorded with the Oakland County Register of Deeds at the expense of the Plaintiffs. Any future lien claims after the Effective Date of this Agreement shall be subject to conclusion of the alternative dispute resolution process established in Section 6.4, below, prior to the filing of the liens.

3.0 PAYMENTS

3.1 In consideration of the immediate discharge of all liens and encumbrances on the Phoenix Center as provided herein at Section 2.2, and the full, final and absolute release of all claims described in Section 4.0 Release and Waiver of Claims, the City shall pay Ottawa Towers II, LLC and North Bay Drywall, Inc. Profit Sharing Plan & Trust, jointly and severally, a total of Seven Million Three Hundred and Fifty Thousand Dollars and 00/100 (\$7,350,000.00), without any offset or deduction for any reason, in the manner and form as provided below:

3.1.1 Three Million Five Hundred Thousand Dollars (\$3,500,000.00) (the "Initial Payment") shall be paid upon the execution of all settlement documents, including the Consent Judgment to be entered in Oakland County Circuit Court Case No. 12-130331-CH, with One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) paid to Ottawa Tower II, LLC, and One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) paid to North Bay Drywall, Inc. Profit Sharing Plan & Trust (Charles Stephens, Trustee).

3.1.2 Three Million Five Hundred Thousand Dollars (\$3,500,000.00) payable, to North Bay Drywall, Inc. Profit Sharing Plan & Trust (Charles Stephens, Trustee), in five (5) annual installments of \$700,000.00 ("annual installment payment(s)"), without interest, the first annual installment shall be due on the date all settlement documents are executed. No interest shall accrue on any balance due hereunder. The City may elect to pay the balance of the remaining settlement amount in full at any time. If the City fails to make any installment payment within twenty (20) days of the date that such payment is due, then the entire remaining balance shall be due and payable immediately. Upon written notice from North Bay Drywall, Inc. Profit Sharing Plan & Trust (Charles Stephens, Trustee), or its counsel, given at least 90 days before an installment payment is due, the City shall then pay some or all of the remaining installment payments to Ottawa Tower II, LLC and/or such other payee(s) as set forth in such notice.

3.1.3 The City shall pay Plaintiffs the sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) as full and final reimbursement for all attorney fees and costs incurred by Plaintiffs in the condemnation action, being Oakland Circuit Case No. 14-139761-CC. This reimbursement shall be paid with the Initial Payment in Section 3.1.1 above. Upon payment, Plaintiffs and the City shall submit to the court the Stipulated Order attached as Exhibit 1 to close the 2014 Case.

3.2 To secure all or a portion of the payments due to Plaintiffs in Section 3.1.2. above, the City reserves the right to issue its judgment bonds (the "Judgment Bonds") in an amount sufficient to pay all or a portion of the costs described in Section 3.1.2 above, plus the costs of issuance of the Judgment Bonds. The issuance of any Judgment Bonds shall not have any effect on the timing of payments due under Section 3.1.2.

3.3 The Parties acknowledge and represent that none of the other Parties, or their attorneys, have made any representations regarding the tax consequences of this Agreement. Each Party shall be solely responsible for any tax consequences resulting from the Agreement or the payments or other actions taken to effectuate its provisions. Any and all reporting or payment of taxes, if any, shall be governed by and in compliance with state and federal laws and regulations governing the same. Plaintiffs will provide the City with a completed Form W-9 for reporting of the payments to each of the Plaintiffs by the City to the Internal Revenue Service.

4.0 RELEASE AND WAIVER OF CLAIMS BY PLAINTIFFS

4.1 Other than as set forth in this Agreement, Plaintiffs hereby forever release, waive, and discharge each of the Defendants and their agents, officers, elected officials, directors, supervisors,

emergency managers, appointees, employees, insurers, representatives, agents, attorneys, past and present, in their official and/or individual capacities, and their successors, predecessors and assigns, from any and all suits, causes of action, complaints, charges, obligations, demands or claims of any kind, whether in law or in equity, either direct or indirect, and known or unknown, which Plaintiffs ever had or may have as of the Effective Date of this Agreement (hereinafter collectively referred to as "Claims") related to any of the allegations as pled in any of the versions of Plaintiffs' Complaints as filed in the Litigation described herein from the beginning of time up to and through the Effective Date of this Agreement. Plaintiffs' release and waiver of claims specifically includes, but is not limited to, the release, waiver, and discharge of the following:

4.1.1 Any and all Claims actually pled or that could have been pled as part of the Litigation or any other action at law or in equity;

4.1.2 Any and all Claims of alleged violations of any federal, state or local statute, ordinance, regulation, judicial precedent or executive order, including, but not limited to, claims of breach of contract, breach of declaration of easements, and/or any other applicable federal, state or local law, regulation, rule or ordinance of any kind;

4.1.3 Any and all Claims in tort, not limited to, any claims for innocent misrepresentation, fraudulent misrepresentation, fraud, negligence, breach of implied covenant of good faith and fair dealing, misappropriation, self-dealing, defamation, libel, slander, intentional infliction of emotional distress, for emotional distress damages, breach of fiduciary duty, business torts, and all other tort claims of any kind;

4.1.4 Any and all Claims for attorney's fees, sanctions and costs under statute, including, but not limited to MCL 213.66 and 42 USC §§ 1983 and 1988 (b) and (c), court rules or case law;

4.1.5 Any and all Claims arising under the United States Constitution or the Michigan Constitution of 1963, as amended.

4.2 Plaintiffs acknowledge and agree that this Release and Waiver of Claims covers all of the aforementioned claims and potential claims, which arose on or accrued from the beginning of time and through the Effective Date of this Agreement, whether known or unknown, suspected or unsuspected, matured or not matured, and that this constitutes the essential basis of this Agreement. This Release and Waiver of Claims shall be read as broadly as possible such that the Defendants shall have no further obligations or liability of any sort or nature to Plaintiffs, directly or indirectly, in the existing Litigation other than as provided in this Agreement.

5.0 RELEASE AND WAIVER OF CLAIMS BY DEFENDANTS

5.1 Other than as set forth in this Agreement, Defendants hereby forever release, waive, and discharge each of the Plaintiffs and their agents, trustees, members, managers, officers, directors, supervisors, employees, insurers, representatives, agents, attorneys, past and present, in their official and/or individual capacities, and their successors, predecessors and assigns, from any and all suits, causes of action, complaints, charges, obligations, demands or claims of any kind, whether in law or in equity, either direct or indirect, and known or unknown, which Defendants ever had or may have as of the Effective Date of this Agreement (hereinafter collectively referred to as "Claims") related to any of the allegations made or that could have been made in the Litigation from the beginning of time up to and through the Effective Date of this Agreement. Defendants' release and waiver of claims specifically includes, but is not limited to, the release, waiver, and discharge of the following:

5.1.1 Any and all Claims actually pled or that could have been pled as part of the Litigation or any other action at law or in equity;

5.1.2 Any and all Claims of alleged past violations of any federal, state or local statute, ordinance, regulation, judicial precedent or executive order, including, but not limited to, claims of breach of contract, breach of declaration of easements, inverse condemnation, improper or illegal taking of property rights, reformation/modification of easements, slander of title, specific performance and/or any other applicable federal, state or local law, regulation, rule or ordinance of any kind;

5.1.3 Any and all Claims in tort, not limited to, any claims for innocent misrepresentation, fraudulent misrepresentation, fraud, negligence, breach of implied covenant of good faith and fair dealing, misappropriation, self-dealing, defamation, libel, slander, intentional infliction of emotional distress, for emotional distress damages, breach of fiduciary duty, business torts, and all other tort claims of any kind;

5.1.4 Any and all Claims for attorney's fees, sanctions and costs under statute, including, but not limited to MCL 213.66 and 42 USC §§ 1983 and 1988 (b) and (c), court rules or case law;

5.1.5 Any and all Claims arising under the United States Constitution or the Michigan Constitution of 1963, as amended.

5.2 Defendants acknowledge and agree that this Agreement covers all of the aforementioned claims and potential claims, which arose on or accrued from the beginning of time and through the Effective Date of this Agreement, whether known or unknown, suspected or unsuspected, matured or not matured, and that this constitutes the essential basis of this Agreement. This Release and Waiver of Claims shall be read as broadly as possible such that the Plaintiffs shall have no further obligations or liability of any sort or nature to Defendants, directly or indirectly, in the existing Litigation other than as provided in this Agreement.

6.0 MAINTENANCE, REPAIR AND IMPROVEMENTS TO THE PHOENIX CENTER AND TUNNEL

6.1 The City is the owner of the Plaza, the Deck, and the Orchard Lake Road Tunnel ("Tunnel"), subject to the existing encumbrances on title, as of the Effective Date of this Agreement.

6.2 In addition to the payments set forth in Section 3.0 of this Agreement, the City shall pay up to Six Million & 00/100 (\$6,000,000.00) dollars over a ten (10) year period beginning as of the Effective Date of this Agreement for the (i) maintenance of (the "Maintenance") and (ii) capital repair of and improvements to (the "Improvements" and together with the Maintenance, the "Work"), the Phoenix Center necessary to bring and maintain the Phoenix Center into conformance with the requirements of the International Property Maintenance Code (2015 edition), as referenced in the Michigan Building Code and the Michigan Rehabilitation Code (2015 edition)(herein "Code"). Only the portions of the Work that are Improvements may be paid for with the bond proceeds.

6.3 The Work that the City commits to make shall include all electrical, lighting, elevator and structural repairs and improvements in the north and south sections of the Deck to be completed within the first two years after the Effective Date of this Agreement as more fully detailed on Exhibit 2 attached hereto. The Work performed by the City shall be done in a good and workmanlike manner in conformance with the Code. A detailed schedule to perform the specific work on the Phoenix Center as required by Exhibit 2 shall be prepared by the Parties' respective engineering contractors and/or experts after meeting

to develop a specific scope of work, scheduling, and staging; provided, however, that the minimum required work and timeframes listed on **Exhibit 2** shall not be delayed or diminished in scope. Plaintiffs have provided the City with all of Plaintiffs' relevant engineering reports, drawings, specifications, and cost estimates for the completed repairs to the Phoenix Center as of the Effective Date of this Agreement, without any representation that the drawings or source documents may be useable by the City without paying fees to, or retaining for itself, the preparers and/or experts.

6.4 In the event Plaintiffs (or successors in title) believe that the City is not performing the Work to the Phoenix Center in compliance with its obligations hereunder or under the Declaration, then the following procedures shall be followed: Plaintiffs (or successors in title) shall provide written notice to the City identifying and explaining the alleged deficiency. The City shall then have seven (7) days after receipt of such written notice to confirm in writing that the City will remedy the deficiency expeditiously within a defined time period specified in the City's written response. If the City either declines or otherwise fails to confirm that a remedy will be made expeditiously, or fails to respond in writing, or if the time period specified by the City is not reasonable or expeditious, Plaintiffs (or successors in title) may commence an expedited mediation by contacting Judicial Arbitration and Mediation Services, Inc., now known as "JAMS" (and, if available, utilizing Hon. Judge Gerald Rosen) or another qualified mediation organization if JAMS is unavailable. Plaintiffs (or successors in title) and the City shall mediate their dispute within seven (7) days, or on the first mutually available date, but no later than thirty (30) days after Plaintiffs' initial written request letter to the City. The mediator's fees and expenses shall be borne equally by the parties, but the mediator shall award to the substantially-prevailing party the mediator's fees and expenses, and the reasonable attorneys' fees and costs incurred by such party. If the mediator is unable to resolve the dispute within thirty (30) days of the mediator's retention to serve as mediator, or if the City declines, fails and/or refuses to participate in the mediation and in good faith, and the mediator terminates the mediation, then the parties shall proceed as provided by the Declaration relating to liens. Notwithstanding the forgoing, nothing in this paragraph shall be deemed or construed to permit or justify the City to delay responding to and remedying any dangerous conditions for which it is responsible to repair under the Declaration.

7.0 PARKING RIGHTS AND ACCESS

The Parties have agreed to amend the Declaration of Easements in order to clarify Plaintiffs' parking and access rights with respect to the Deck. The form of amendment to the Declaration of Easement is set forth as **Exhibit 3** and shall be executed and recorded with the Oakland County Register of Deeds concurrent with the discharge of liens referenced herein. In addition to the provisions of the Declaration of Easements, the access and parking rights by Plaintiffs, their tenants, and employees in the Phoenix Center are set forth on **Exhibit 4**. The City shall install a card-reader system (or equivalent) and thereafter issue parking cards to the Ottawa Towers as set forth on **Exhibit 4**. Plaintiffs represent that the parking cards referenced therein are for use only by Plaintiffs (or successors in title) and their tenants and employees and shall not be resold or transferred to any other person or entity. The City shall provide replacement cards to the Ottawa Towers immediately upon request from Plaintiffs or their tenants or their successors in title, as set forth on **Exhibit 4**.

8.0 INTERIM MAINTENANCE AND MANAGEMENT OF THE PHOENIX CENTER

In anticipation of the City reassuming and undertaking its obligations for sole day-to-day property management of the Deck, Plaintiffs shall continue their services at the Phoenix Center, in conformity with their same level, extent and scope of services as of the date of the execution of this Agreement, to perform the day-to-day maintenance, operations and facilities management for the South Side (being that portion of the Deck located to the south of Orchard Lake Road) of the Deck that is in use by Plaintiffs, their tenants and employees, as set forth on **Exhibit 5**, for \$9,810.00 per month payable in advance on the first day of each month to be paid by the City to Plaintiffs commencing upon May 1, 2018 through the earlier of: (i) the

date the City undertakes the sole day-to-day property management activities for the Deck, Tunnel, and Plaza as described on Exhibit 5; or (ii) six (6) months from the Effective Date of this Agreement. Plaintiffs shall name the City as an additional insured on its insurance policies and provide certificates of insurance to the City. This amount does not include charges for materials (such as salt, lightbulbs/fixtures, scaffolding, fuel, waste containers, etc.), permit fees, subcontractor charges (although scheduling and coordination of painting of lines for parking spaces is included, actual layout and painting will be by subcontractor as an additional cost), equipment rental or other similar non-labor expenses, or services for any activities not currently performed by Plaintiffs, all to be at 10% overhead and 10% profit. Any and all cleanup, repairs and costs of vandalism and graffiti removal shall be an extra charge; provided, however, that Plaintiffs will not perform such additional work and incur such extra charges until first providing to the City ten (10) days' prior written notice of the need therefor. Any invoices submitted by Plaintiffs to the City for the period after May 1, 2018 shall be paid in full upon execution of this Agreement. Payments to Plaintiffs for the monthly payment under this section and also the monthly payment for the electrical charges relating to the Tunnel shall be made by the City through electronic deposit to Plaintiffs' account as provided in writing to the City by Plaintiffs with Plaintiffs' invoices. Any of Plaintiffs' invoices that are not timely paid by the City within twenty days shall incur a late fee of 5% of the amount of the invoice, plus interest of 1% per month from the date due.

9.0 RIGHTS IN FOYER, CONNECTOR, AND ATRIUM CONNECTOR

The City will execute a quitclaim deed to Ottawa Tower II, LLC, for all of the City's claimed right, title and interest in or to the Atrium Connector, which is the 2-story atrium structure adjacent to the Judson Tower and located upon North Bay's property between the Judson Tower and the Phoenix Center, in the form of quitclaim deed attached as Exhibit 6. The City acknowledges and agrees that Plaintiffs shall have an easement for rights to ingress and egress through the Foyer and Connector as defined in the City's Counterclaim to/from the Phoenix Center to/from both of Plaintiff's office towers, and such rights are set forth in the Amended Declaration of Easements attached as Exhibit 3.

10.0 REVIEW OF AGREEMENT

The Parties acknowledge and agree that they have been advised of the right to consult with an attorney regarding the terms of this Agreement and their rights under this Agreement and state and federal statutes and common law. Each Party acknowledges that before signing this Agreement they have read the entire Agreement and fully understands the terms, content, and effect of the Agreement; that they have had the benefit of advice from an attorney of their choosing; and that they relied fully and completely on their own judgment and/or on the advice of their attorney in executing this Agreement.

11.0 ASSIGNMENT

Plaintiffs may, but are not obligated to, assign this Agreement, in whole or in part, upon the sale of either or both of the Towers, the sale of Ottawa Tower II, LLC, or the transfer of all, or substantially all of a Plaintiff's assets.

12.0 GOVERNING LAW

This Agreement is executed under the laws of the State of Michigan, and shall be governed by, the laws of the State of Michigan.

13.0 SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the other terms or the remainder of this Agreement.

14.0 INTEGRATION

The Parties acknowledge and agree that this Agreement, and the Exhibits and schedules attached hereto, contains all of the terms and conditions agreed upon by the Parties hereto regarding the subject matter of this Agreement. This Agreement supersedes any prior agreements, promises, negotiations, or representations concerning the subject matter of this Agreement not expressly set forth in this Agreement. This Agreement, including its schedules and exhibits, may not be amended, revoked, waived, changed or modified, except in a writing executed by all of the Parties to this Agreement.

15.0 CLOSING AND EXECUTION OF DOCUMENTS

This Agreement and any other settlement document of which an original signature is not required may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. This Agreement may be recorded by any Party with the Oakland County Register of Deeds.

16.0 SCOPE OF AGREEMENT

The Parties understand that this Agreement covers all of the aforementioned claims and potential claims, which arose on or before the date that they executed this Agreement, whether known or unknown, suspected or unsuspected, and that this constitutes an essential term of this Agreement. The Parties acknowledge that, except as otherwise provided herein, the terms and conditions of this Agreement represent a full and complete disposition and satisfaction of each Party's legal, statutory, regulatory, and contractual obligations to the other Parties through the Effective Date hereof.

17.0 SECTION HEADINGS

The section headings contained in this Agreement are for the convenience of the Parties only and are not to be used in interpreting this Agreement.

18.0 SUCCESSORS AND ASSIGNS

The terms, rights and obligations of the Parties under this Agreement shall be binding on, inure to the benefit of, and be enforceable by any successors or assigns of the Parties.

19.0 WARRANTIES

Each Party and signatory hereto warrants and represents that:

19.1 The Party relies exclusively on its own judgment, and that the Party has not been influenced by any statement made by or on behalf of any of the other Parties to this Agreement;

19.2 The Party has been fully informed and has full knowledge of the terms, conditions, and effects of this Agreement;

19.3 The Party has, either on its own or through its attorneys, fully investigated, to its full satisfaction, all the facts surrounding the various claims, controversies, and disputes and is fully satisfied with the terms and effects of the Agreement;

19.4 The Party has not assigned or transferred any of the claims, demands, actions and rights being released by such party in this Agreement;

19.5 The Party has the full and complete authority to enter into this Agreement, to release the Claims that the Party is releasing herein, and to execute any and all documents required pursuant to this Agreement, and that this Agreement is binding upon the Party; and

19.6 The Parties have executed this Agreement as their own free act and without reliance upon any representations, warranties, or promises other than those contained in this Agreement.

20.0 NOTICES

All notices, requests or other communications required or permitted to be given hereunder shall be given in writing, and shall be deemed received (a) when hand delivered, or (b) one (1) business day after delivery to FedEx or similar overnight delivery service, when posted for next business day delivery, or (c) when received after deposit in the U.S. certified mail, return receipt requested, or (d) when sent, if sent during normal business hours by email transmission, and such transmission is promptly followed by any of the other methods for giving notice. In all cases notices shall be addressed to the parties at their respective addresses as follows or to such other address as either party hereto may designate by a notice given in accordance with this Section:

To City: The City of Pontiac
Attn: John Balint, Director of Public Works
47450 Woodward Ave.
Pontiac, MI 48342
Email: jbalint@pontiac.mi.us

With a copy to: Giarmarco, Mullins & Horton, P.C.
Attn: John Clark
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Email: jclark@gmhlaw.com

To Ottawa Towers: OTTAWA TOWER II, LLC
Attn: Charles Stephens, Manager
715 Southpoint Blvd., Suite B
Petaluma, CA 94954-6836
Email: cstephens@northbayco.com

And:
NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST
Attn: Charles Stephens, Trustee
715 Southpoint Blvd., Suite B
Petaluma, CA 94954-6836
Email: cstephens@northbayco.com

With a copy to: Maddin Hauser Roth & Heller, PC
Attn: Steven D. Sallen, Esq.

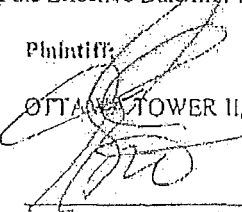
SIGNATURE COPY: 11/01/2018

28400 Northwestern Hwy., Suite 200
Southfield, MI 48034
Email: ssallen@maddinhauser.com

SIGNATURE COPY: 11/01/2018

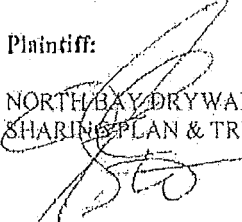
IN WITNESS WHEREOF, the Parties acknowledge and agree that each is acting of their own free will to cause the execution of this Agreement as of the Effective Date first written above.

Plaintiff:


OTTAWA TOWER II, LLC

By: Charles R. Stephens
Its: Authorized Manager


Plaintiff:


NORTH BAY DRYWALL, INC. PROFIT
SHARING PLAN & TRUST

By: Charles R. Stephens
Its: Authorized Trustee

Defendants:

CITY OF PONTIAC, on behalf of itself and
LOUIS H. SCHIMMEL, formerly acting as the
Emergency Manager of the City



By: Deirdre Waterman
Its: Mayor, duly authorized and approved by City
Council Resolution No. 18-406
approved 10/30 2018

OAKLAND COUNTY

By: L. Brooks Patterson, or his designee
Its: Oakland County Executive

OAKLAND COUNTY BUILDING
AUTHORITY

By:
Its:

SIGNATURE COPY: 11/01/2018

IN WITNESS WHEREOF, the Parties acknowledge and agree that each is acting of their own free will to cause the execution of this Agreement as of the Effective Date first written above.

Plaintiff:

OTTAWA TOWER II, LLC

By: Charles R. Stephens
Its: Authorized Manager

Plaintiff:

NORTH BAY DRYWALL, INC. PROFIT
SHARING PLAN & TRUST

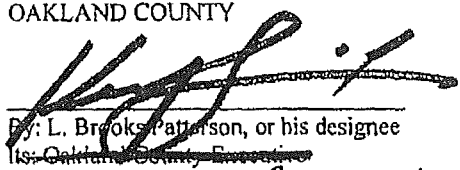
By: Charles R. Stephens
Its: Authorized Trustee

Defendants:

CITY OF PONTIAC, on behalf of itself and
LOUIS H. SCHIMMEL, formerly acting as the
Emergency Manager of the City

By: Deirdre Waterman
Its: Mayor, duly authorized and approved by City
Council Resolution No. ____,
approved ____, 2018

OAKLAND COUNTY

By: 
Its: ~~Oakland County Executive~~
Corporation Counsel

OAKLAND COUNTY BUILDING
AUTHORITY

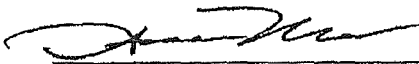
By: 
Vice-Chairperson ~~Jay Shah~~ *Andy Meisner*
Chairperson, Oakland
County Building Authority

EXHIBIT 1 - DISMISSAL ORDERS

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

OTTAWA TOWER II, LLC, A Michigan
Limited Liability Company, and NORTH
BAY DRYWALL, INC., PROFIT
SHARING PLAN & TRUST, a California
Pension and Profit Sharing Trust,

Case No. 12-130331-CH
Hon. Michael Warren

Plaintiffs/Counter Defendants,

vs.

**CONSENT
JUDGMENT**

CITY OF PONTIAC, a Michigan Municipal
Corporation, LOUIS SCHIMMEL, an individual
acting as the Emergency Manager of the City of
Pontiac,

Defendants/Counter-Plaintiffs.

MICHELLE C. HARRELL (P48768)
Maddin Hauser Wartell Roth & Heller, P.C.
Attorneys for Plaintiff
28400 Northwestern Highway, 3rd Floor
Southfield, Michigan 48034
(248) 354-4030 or (248) 355-5200

JOHN C. CLARK (P51356)
Giarmarco Mullins & Horton
Attorneys for City of Pontiac & Schimmel
101 West Big Beaver Road, Tenth Floor
Troy, Michigan 48084-5280
(248) 457-7000/(248) 404-6313

THOMAS J. McCARTHY (P36755)
Monaghan, P.C.
Attorneys for Defendant City of Pontiac and
Louis Schimmel
33 Bloomfield Hills Pkwy., Ste. 260
Bloomfield Hills, MI 48304
(248) 642-5770

JEROME P. PESICK (P29029)
Steinhardt Pesick & Cohen
Co-Counsel for Plaintiffs
380 N. Old Woodward, Ste. 120
Birmingham, MI 48009
(248) 646-0888

CONSENT JUDGMENT

WHEREAS, Ottawa Towers II, LLC, a Michigan Limited Liability Company, and North Bay Drywall, Inc. Profit Sharing Plan & Trust, a California Pension and Profit Sharing Trust (collectively "Plaintiffs") have entered into a Settlement Agreement with Defendants City of Pontiac, a Michigan Municipal Corporation, and Louis Schimmel, an individual acting as the Emergency Manager of the City of Pontiac, , that results in a full and complete resolution of all claims pled by all Parties in this action ;

WHEREAS, the terms of the Settlement Agreement call for:

- (a) Defendant City of Pontiac to pay Plaintiffs the amounts set forth therein, of which \$7,350,000 (the "Cash Settlement Amount") represents payment in consideration of the discharge of liens and encumbrances on the Phoenix Center and the payment of attorneys' fees;
- (b) Defendant City of Pontiac to pay Plaintiffs the Cash Settlement Amount in the amounts, and at the times, specified in the Settlement Agreement;
- (c) Plaintiffs to dismiss the above-captioned action, and waive and release all claims as set forth in the Settlement Agreement upon payment as provided therein; and
- (d) A provision authorizing Defendant City of Pontiac to issue bonds pursuant to MCL §600.6097 for the purposes of paying all or a portion of the Cash Settlement Amount.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

- 1. The Settlement Agreement is hereby approved;
- 2. Judgment is entered in favor of Plaintiffs and against Defendant City of Pontiac in the amount of \$7,350,000 (inclusive of attorney fees and all taxable or other costs);
- 3. This Consent Judgment constitutes a judgment under the Revised Judicature Act;

4. This Consent Judgment authorizes Defendant City of Pontiac, if it so determines, to issue bonds pursuant to MCL § 600.6097 (Section 6097 of the Revised Judicature Act), or such other applicable statute, in an amount sufficient and necessary to pay all or a portion of the amounts set forth in Paragraph 2, above, plus the costs of issuance thereof.

This Consent Judgment resolves all pending claims in this matter and closes this case.

Circuit Court Judge

I STIPULATE TO ENTRY OF THE ABOVE ORDER:

/s/ Michelle C. Harrell
Michelle C. Harrell (P48768)
Attorney for Plaintiffs

/s/ John C. Clark
John C. Clark (P51356)
Attorney for City of Pontiac and Schimmel

CONFESSION OF JUDGMENT

The City of Pontiac ("City"), a Michigan municipal corporation, hereby authorizes, without power of revocation, any attorney of any court of record to appear for the City in any such court after a default has been declared by Plaintiffs under the terms of the Settlement Agreement and Release dated effective November 1, 2018 (the "Agreement"), to waive process and service thereof, and to confess judgment against the City and in favor of Plaintiffs Ottawa Tower II, LLC and North Bay Drywall, Inc. Profit Sharing Plan & Trust, which judgment provides for a monetary consent judgment in favor of the Plaintiffs in the amount of \$7,350,000.00, less the amount of any payments made by the City upon such amount. Plaintiffs' counsel is authorized to complete the Consent Judgment to state the current amount due to Plaintiffs, net of any payments then made.

Executed as of this November 14, 2018.

Deirdre Waterman

City of Pontiac

By: Deirdre Waterman

Its: Mayor, duly authorized and approved by
City Council Resolution No. 18-406

Approved: 10/30, 2018

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14 day of Nov.,
2018 by Deirdre Waterman, as Mayor of the City of Pontiac.

Sheila R. Grandison Notary Public
Oakland County, Michigan
Acting in the County of _____
My commission expires 8/27/2019

SHEILA R. GRANDISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Aug. 27, 2019
Acting in the County of Oakland

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

*The Condemnation Complaint of the City of Pontiac
for the acquisition of property interests
for public purposes in Oakland County, Michigan*

CITY OF PONTIAC, a Michigan
municipal corporation,

Plaintiff,

Case No. 14-139761-CC
Hon. Michael Warren

v.

OTTAWA TOWER II, LLC,
a Michigan limited liability company;
CHARLES R. STEPHENS, as Trustee of the
NORTH BAY DRYWALL, INC. PROFIT SHARING
PLAN AND TRUST DATED OCTOBER 1, 1985,
a California entity,

Defendants.

Thomas J. McCarthy (P36755)
Matthew T. Jane (P58396)
MONAGHAN, P.C.
Attorneys for Plaintiff
33 Bloomfield Hills Pkwy., Ste. 260
Bloomfield Hills, MI 48304
(248) 642-5770

Jerome P. Pesick (P29039)
Jason C. Long (P59244)
STEINHARDT PESICK & COHEN
Attorneys for Defendants Ottawa Tower II, LLC
and Charles R. Stephens, as Trustee of the North
Bay Drywall, Inc. Profit Sharing Plan and Trust
Dated October 1, 1985
380 N. Old Woodward Ave., Suite 120
Birmingham, MI 48009
(248) 646-0888

Steven D. Sallen (P36991)
Michelle C. Harrell (P48768)
MADDIN, HAUSER, ROTH &
HELLER, P.C.
Attorneys for Defendants Ottawa Tower II, LLC
and Charles R. Stephens, as Trustee of the North
Bay Drywall, Inc. Profit Sharing Plan and Trust
Dated October 1, 1985
28400 Northwestern Hwy., Second Floor
Southfield, MI 48034
(248) 354-4030

**STIPULATED ORDER FOR DISMISSAL OF
DEFENDANTS' RENEWED MOTION FOR REIMBURSEMENT OF FEES AND COSTS**

THIS MATTER is before the court by Defendants' Renewed Motion for Reimbursement
of Fees and Costs; and upon the stipulation of counsel for the parties and with the Court being

duly advised that the parties have now settled the only remaining issue in this case pursuant to the terms of a Settlement Agreement, and with the Court being otherwise advised in the premises:

IT IS HEREBY ORDERED that Defendants Renewed Motion for Reimbursement of Fees and Costs is dismissed and all claims by Defendants for attorney fees and costs under MCL 213.66 or any other applicable statute or court rule have now been satisfied.

This is a final Order that resolves the last pending claim and closes the case.

CIRCUIT COURT JUDGE

I STIPULATE TO ENTRY OF THE ABOVE ORDER:

/s/ Thomas J. McCarthy

Thomas J. McCarthy (P36755)

Attorney for Plaintiff

/s/ Michelle C. Harrell

Michelle C. Harrell (P48768)

Attorney for Defendants

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

OTTAWA TOWER II, LLC, A Michigan
Limited Liability Company, and NORTH
BAY DRYWALL, INC. PROFIT SHARING
PLAN & TRUST, a California Pension and
Profit Sharing Trust,

Plaintiffs/Cross Defendants,

-vs-

Case No. 12-130331-CH
Hon. Michael Warren

CITY OF PONTIAC, a Michigan Municipal
Corporation, LOUIS SCHIMMEL, an individual
acting as the Emergency Manager of the City of
Pontiac, and OAKLAND COUNTY, a Michigan
Municipal Corporation, and OAKLAND
COUNTY BUILDING AUTHORITY, a
Michigan Building Authority,

Defendants/Cross Plaintiffs.

**STIPULATED ORDER FOR
DISMISSAL WITH PREJUDICE
AND WITHOUT COSTS OR
FEES AS TO DEFENDANTS
COUNTY OF OAKLAND AND
OAKLAND COUNTY BUILDING
AUTHORITY ONLY**

MICHELLE C. HARRELL (P48768)
BRIAN A. NETTLEINGHAM (P58966)
MADDIN HAUSER WARTELL ROTH
& HELLER PC
Attorneys for Plaintiff
28400 Northwestern Highway, 3rd Floor
Southfield, MI 48034
(248) 354-4030 or (248) 355-5200
mharrell@maddinhauser.com
bnettleingham@maddinhauser.com

DAVID B. TIMMIS (P40539)
CHRISTIAN E. HILDEBRANDT (P46989)
VANDEVEER GARZIA, P.C.
Attorneys for Defendant Oakland County
840 W. Long Lake Road, Suite 600
Troy, MI 48098
(248) 312-2800
dtimmis@vgpclaw.com
childebrandt@vgpclaw.com

J. TRAVIS MIHELICK (P73050)
JOHN C. CLARK (P51356)
STEPHEN J. HITCHCOCK (P15005)
JOHN L. MILLER (P71913)
Attorneys for Pontiac and Schimmel
101 West Big Beaver Road, 10th Floor
Troy, MI 48084
(248) 457-7000/(248) 404-6313
tmihelick@gmhlaw.com
jclark@gmhlaw.com
sih@gmhlaw.com
jmiller@gmhlaw.com

KEITH J. LERMINIAUX (P30190)
Attorney for Defendants Oakland County
1200 N. Telegraph Road, Bldg. 14E
Pontiac, MI 48341
(248) 858-0557
lerminiauxk@oakgov.com

THOMAS J. MCCARTHY (P36755)
MICHELLE C. RUGGIRELLO (P75202)
MATHEW T. JANE (P58396)
Attorneys for Defendant City of Pontiac and
Louis Schimmel
Monaghan, P.C.
33 Bloomfield Hills Parkway, Suite 260
Bloomfield Hills, MI 48304
(248) 642-5770

JEROME P. PESICK (P29029)
Steinhardt Pesick & Cohen
Co-Counsel for Plaintiffs
380 N. Old Woodward, Suite 120
Birmingham, MI 48009
(248) 646-0888

**STIPULATED ORDER FOR DISMISSAL WITH PREJUDICE AND
WITHOUT COSTS OR FEES AS TO DEFENDANTS COUNTY
OF OAKLAND AND OAKLAND COUNTY BUILDING
AUTHORITY ONLY**

THIS MATTER is before the court upon the stipulation of counsel for the parties and with the Court being duly advised that the parties have settled this case in its entirety, and with the Court being otherwise fully advised in the premises:

IT IS ORDERED THAT this case is dismissed in its entirety with prejudice and without costs or fees to any party as to Defendants Oakland County and Oakland County Building Authority only.

This is not a Final Order and does not resolve the last pending claim or close the case.

Circuit Court Judge

I hereby stipulate to the entry of the above Order.

MICHELLE C. HARRELL (P48768)
BRIAN A. NETTLEINGHAM (P58966)
MADDIN HAUSER WARTELL ROTH
& HELLER PC
Attorneys for Plaintiff

DAVID B. TIMMIS (P40539)
CHRISTIAN E. HILDEBRANDT (P46989)
VANDEVEER GARZIA, P.C.
Attorneys for Defendant Oakland County

J. TRAVIS MIHELICK (P73050)
JOHN C. CLARK (P51356)
STEPHEN J. HITCHCOCK (P15005)
JOHN L. MILLER (P71913)
Attorneys for Pontiac and Schimmel

EXHIBIT 2 – SCHEDULE OF IMPROVEMENTS

- (A) The City shall pay up to Six Million (\$6,000,000) Dollars to do all Maintenance and Improvements (as such terms are defined in the Settlement Agreement) necessary to bring the Phoenix Center into conformance with the requirements of the International Property Maintenance Code (2015 edition), as referenced in the Michigan Building Code and the Michigan Rehabilitation Code (2015 edition), within the ten (10) year period after the Effective Date of this Agreement; provided, however, that:

Within thirty (30) days of the Effective Date of this Agreement, the City shall repair vandalism damage previously reported by Plaintiffs; within twenty-four (24) months of the Effective Date of this Agreement, the City shall complete all necessary electrical, lighting, elevator and serious structural repairs to the Deck in the following stages:

- 1) Maintenance and Improvements to the third (3rd) floor of the north side of the Deck which is defined as that portion of the Deck located to the north of Orchard Lake Road ("North Side") – both electrical and structural and the Maintenance and Improvements to both of the south side elevators;
 - 2) then all south side sections of the Deck, being that portion of the Deck located to the South of Orchard Lake Road ("South Side");
 - 3) then return to repair the remaining portions of the North Side of the Deck.
- (B) Notwithstanding the 24-month schedule above, if Ottawa Towers II, LLC, or any subsequent owner, leases the Judson tower (or portion thereof), the City shall, within twelve (12) months of the date that City is served written notice of such lease execution ("Notice of Lease"), complete the following Maintenance and Improvements to the Deck:
- 1) all electrical and structural Maintenance and Improvements on the south side of the Deck;
 - 2) two elevators on the south side of the Deck;
 - 3) make both electrical and structural Maintenance and Improvements to have the 3rd floor on the north side of the Deck ready for parking;
- (C) Commencing upon May 1, 2018, the City will reimburse Plaintiffs in advance on the first day of each month for the actual costs of providing electricity to the Deck and Tunnel (\$4,374.00 per month) to continue until such time as the City can establish and assume the costs of providing electricity to the Deck and Tunnel; all payments to be paid electronically to an account designated by Plaintiffs on or before the first day of the month. The City shall immediately upon execution of this Agreement pay any past due invoices to Plaintiffs for the period after the signing of the Term Sheet until this Agreement is signed. As soon as is feasible, the City will have the electrical power for the Deck and Tunnel placed on the City's account with the electric provider, pay any actual costs associated with doing so, and thereafter pay the electrical charges directly.
- (D) FIRE SUPPRESSION SYSTEM: A portion of the fire suppression system for the Phoenix Center that services the secured parking area on the second floor of the Deck (near Tower I) is connected to fire pumping equipment located in the 31 Judson Tower. The City shall disconnect the fire suppression service pumping equipment from the 31 Judson Tower. There are 175 parking spaces within this secured parking area on the second floor of the Deck; the City agrees to provide 175 parking spaces within the Deck, free of charge to the owner of the 31 Judson Tower, their tenants and employees, until such time as City completes the work to disconnect/reconnect the fire suppression system as above described.

EXHIBIT 3 - AMENDMENT TO DECLARATION OF EASEMENTS

AMENDMENT TO DECLARATION OF EASEMENTS

/ This Amendment to Declaration of Easements ("Amendment") is made as effective of the day of November, 2018, by the City of Pontiac, a municipal corporation of the State of Michigan, with offices at 450 E. Wide Track Drive, Pontiac, Michigan ("City"), and North Bay Drywall Inc. Profit Sharing Plan & Trust, a California Pension and Profit Sharing Trust, ("North Bay") and Ottawa Tower II, LLC, a Michigan limited liability company with offices at 51111 Woodward Avenue, Pontiac, Michigan ("Ottawa").

Background

WHEREAS, the City declared that certain Declaration of Easements on May 8, 1980 ("Declaration"), and said Declaration was recorded in the office of Oakland County Register of Deeds on May 19, 1980, in Liber 7788, page 01; and

WHEREAS, North Bay is now the owner of the office building located at 51111 Woodward Avenue, Pontiac, Michigan, and legally described in the Declaration and referred to therein as Parcel D; and

WHEREAS, Ottawa is now the owner of the office building located at 31 E. Judson Street, Pontiac, Michigan, and legally described in the Declaration and referred to therein as Parcel E; and

WHEREAS, The City is the owner of all Sites legally described in the Declaration other than Parcel D and Parcel E [and the grassy lot]; and

WHEREAS, the City, North Bay, and Ottawa desire herein to amend the Declaration;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties herein agree to amend the Declaration as herein provided:

1. The following paragraph is added to the Declaration after Section 1 for the purpose of clarifying the rights of the parties in regards to parking in the Deck:

Parking Easement in the Deck. The City hereby declares, grants conveys and reserves to and for the benefit of all Owners of the Parcels, and the tenants, subtenants and occupants thereof, and their respective agents, employees, customers and invitees, the right and easement to park passenger automobiles in the Deck located on Parcels K and A-1, and for ingress and egress thereto and therefrom, including but not limited to ingress and egress through any connectors, foyers and vestibules located within or connected to the Deck, and the right to drive passenger automobiles to and from the Deck and the parking spaces therein. Notwithstanding the foregoing, the City shall have the right to charge reasonable

parking fees for the use of the Deck for parking. Further notwithstanding the forgoing, the Plaza located at the top level of the Deck is not for parking, except for temporary parking of service and maintenance vehicles, or specialty vehicles specifically participating in events taking place on the top Plaza level of the Deck.

2. The first complete paragraph of Section 3 of the Declaration is hereby amended and restated in its entirety, as follows:
 3. Common Walls. As used herein, the term "Common Walls" shall mean any and all common walls between the (a) Deck or Plaza and (b) the Ottawa Towers office buildings. The Owners of the respective parcels abutting any Common Wall shall have the following rights and obligations with respect to said Common Wall:
4. Section 8 of the Declaration is hereby amended and restated in its entirety, as follows:
 8. Maintenance. Each Owner shall cause the parking areas, driveways and sidewalks contained within its respective portion of the Project and any landscape areas contained therein to be continuously repaired and maintained, including cleaning, lighting, painting, landscaping, removal of debris, removal of snow and ice, making of repairs to the driveways and sidewalks, and other similar maintenance, each at their own expense.
5. The Parties represent and warrant to each other that, with the exception of this Amendment, there are no prior amendments of the Declaration to their knowledge.
6. Except as specifically amended herein, all of the terms and provisions of the Declaration are hereby ratified and affirmed. To the extent of any conflict between the Declaration and this Amendment, the terms and provisions of this Amendment shall govern and control, and any conflicting terms and provisions of the Declaration shall be deemed amended to the extent necessary not to conflict with the provisions hereof.
7. Capitalized terms used herein shall have the same meaning as used in the Declaration, unless a different or contrary meaning is expressly provided in this Amendment.
8. This Amendment shall be promptly recorded in the office of the Oakland County Register of Deeds by Ottawa.

Dated: 11/14, 2018

CITY OF PONTIAC, a municipal
corporation of the State of Michigan

By: Deirdre Waterman
Dr. Deirdre Waterman
Its: Mayor

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

Acknowledged before me on 11/14, 2018, by Dr. Deirdre Waterman, Mayor, for the
City of Pontiac.

[SEAL]

Shirley R. Grandison
), Notary Public
Oakland County, Michigan
Acting in Oakland County, MI
My Commission Expires: 8/27/2019

Dated: November 1, 2018

PLEASE SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGEMENT FORM

NORTH BAY DRYWALL INC. PROFIT
SHARING PLAN & TRUST, a California
Pension and Profit Sharing Trust

By: Charles Stephens
Its: 720576 C

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

Acknowledged before me on _____, 2018, by Charles Stephens, Trustee of North Bay
Drywall Inc. Profit Sharing Plan & Trust.

[SEAL]

_____, Notary Public
_____, County, Michigan
Acting in _____ County, MI
My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)

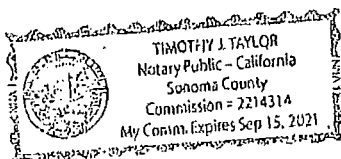
On 11-1-18 before me, Timothy J. Taylor Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charles Stephens
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amended to declaration of property

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Dated: November 1, 2018

OTTAWA TOWER II, LLC, a Michigan
limited liability company

PLEASE SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGEMENT FORM

By: [Signature]

Charles Stephens

Its: MANAGER

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

Acknowledged before me on _____, 2018, by Charles Stephens, Manager of Ottawa Tower II, LLC.

[SEAL]

_____, Notary Public
_____, County, Michigan
Acting in _____ County, MI
My Commission Expires: _____

Drafted by and when recorded, return to:

Steven D. Sallen, Esq.
Maddin Hauser Roth & Heller, PC
28400 Northwestern Highway, 2nd Floor
Southfield, Michigan 48034
248-827-1861

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

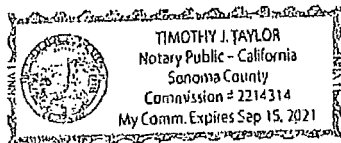
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sonoma)
 On 11-1-18 before me, Timothy J. Taylor Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Charles Stephens
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document:
 Title or Type of Document: Amendment to declaration of escheat
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT 4-PARKING AGREEMENT

PARKING AGREEMENT

This Agreement is entered into effective as of November __, 2018 between the City of Pontiac ("City"), North Bay Drywall, Inc. Profit Sharing Plan & Trust ("North Bay") and Ottawa Tower II, LLC ("OTII"). OTII and North Bay may also be referred to as "Plaintiffs."

Recitals

1. North Bay and OTII are the owners and operators of two office towers (each, a "Tower" and both, "Towers") that are located adjacent to the Phoenix Center Parking Deck & Plaza ("PC") which is owned by the City.
2. The tenants, invitees and employees of North Bay and OTII utilize the PC for parking and ingress/egress to/from the PC and the Towers.
3. A dispute previously arose between the City, on the one hand, and North Bay and OTII, on the other hand, relating to the PC. The City, North Bay and OTII entered into a Settlement Agreement and Release contemporaneously with this Agreement to resolve their dispute, which resolution includes execution of this Agreement.
4. As part of the settlement, the City, North Bay and OTII entered into an Amendment to Declaration of Easements ("Easement") regarding the use of the PC and related matters as set forth in the Easement.
5. The parties have agreed to the specific terms set forth in this Agreement relating to the parking rights of North Bay and OTII, in furtherance of the Settlement Agreement and Release and the Easement.

Wherefore, the City, North Bay and OTII agree as follows:

- (A) North Bay and OTII shall be entitled to park in the PC at no charge for ten (10) years and six (6) months for the vehicles of all of their employees and their Tenants' employees beginning on the Effective Date of this Agreement. North Bay and OTII may renew this Agreement relating to parking for successive ten-year periods: (a) the maximum parking charge for years 11-20 shall be \$20 per car, per month, provided however that, (b) the maximum parking charge for years 21-30 shall increase to market rates, but in no event more than 100% higher than the preceding period, and (c) the maximum parking charge for any following 10 year period after year 30 shall be indexed according to the Consumer

Price Index (Midwest). This parking agreement shall be freely assignable, in whole or in part, to any purchaser(s) of either or both of the Towers and binding on the City.

- (B) The City shall install a card-reader system (or the equivalent) and issue cards to Plaintiffs for the vehicles of North Bay, OTII, their tenants and employees which cards will be at no cost to North Bay, OTII, and all of their tenants and their employees of both Towers. Parking cards shall be issued to Plaintiffs immediately upon their request, with 1,183 cards being issued to Plaintiffs upon execution of this Agreement or as soon as such cards become required by the City. Upon leasing of the Judson Tower, the City shall immediately provide Plaintiffs with 618 cards. If Plaintiffs or any subsequent owners of Plaintiffs' buildings require any replacement cards in excess of 1,800, then a charge of \$10 per replacement card shall apply.
- (C) The public and visitors shall be charged market rates for use of the Deck by the City; provided however, that the State of Michigan, as Tenant, shall be allowed to validate the parking tickets of its invitees and such invitees upon presenting the validated ticket shall not be charged for parking.
- (D) A reserved parking area is hereby established, for the duration of this Agreement, on the entire south portion of the Deck (being that portion of the Deck located to the south of Orchard Lake Road) and the entire north side (being that portion of the Deck located to the north of Orchard Lake Road) of the third floor of the Deck and to be identified as parking solely for Plaintiffs (and successors and assigns), and their tenants and employees (wording and restrictions to be determined by both Plaintiffs or any successor owner(s) of the Towers). The other parking areas of the Deck shall be available and useable by Plaintiffs, their tenants and employees on a first come, first served basis. The City acknowledges that Plaintiffs may designate within the forgoing reserved parking area certain parking spaces for executive use, provided that the City shall have no obligation to enforce such executive use spaces.
- (E) The parking cards permitting free access are not assignable or transferrable by vehicle owners to any party other than Plaintiffs or Plaintiffs' tenants and their employees.
- (F) The parking card is the property of the City, and no property rights are transferred or intended to transfer to the parking card user by issuance or delivery of the parking card.
- (G) Plaintiffs agree not to resell or otherwise charge employees, visitors, or the public for the parking cards it receives under this Agreement. This provision does not apply to any provision in the lease(s) that Plaintiffs may sign with their tenants relating to any charges or rental rate(s).
- (H) This Agreement is intended to be complimentary to the Settlement Agreement and Release and Easement and, in the event of any conflict between this Agreement and those documents, those documents shall control. This Agreement may be recorded with the Oakland County Register of Deeds.

- (I) This Agreement cannot be modified without the signed written consent of the Mayor of the City and either Charles Stephens or his designee identified in writing as having his authority, or future owners of the Towers.
- (J) This Agreement may be freely assigned and transferred by Plaintiffs, in whole or in part, to any future owners of either of the Towers.

Dated: 4/14, 2018

CITY OF PONTIAC, a municipal
corporation of the State of Michigan

By: Deirdre Waterman
Dr. Deirdre Waterman
Its: Mayor

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

Acknowledged before me on _____, 2018, by Dr. Deirdre Waterman, Mayor, for the City of Pontiac.

[SEAL]

_____, Notary Public
_____, County, Michigan
Acting in _____ County, MI
My Commission Expires: _____

Dated: November 1, 2018

PLEASE SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGEMENT FORM

NORTH BAY DRYWALL INC. PROFIT
SHARING PLAN & TRUST, a California
Pension and Profit Sharing Trust

By: _____
Charles Stephens
Its: Trustee

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

Acknowledged before me on _____, 2018, by Charles Stephens, Trustee of North Bay Drywall Inc. Profit Sharing Plan & Trust.

[SEAL]

_____, Notary Public
_____, County, Michigan
Acting in _____ County, MI
My Commission Expires: _____

Dated: November 1, 2018

PLEASE SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGEMENT FORM

OTTAWA TOWER II, LLC, a Michigan
limited liability company

By: _____
Charles Stephens
Its: Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

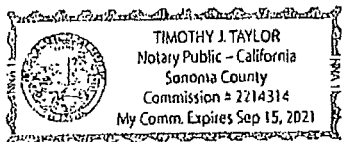
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sonoma)
 On 11-1-18 before me, Timothy J. Taylor Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Charles Stephens
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Packaging Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

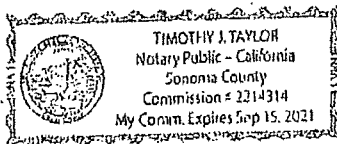
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State of California)
 County of Sonoma)
 On 11-1-18 before me, Timothy J. Taylor, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Charles Stephens
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Parking Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

Acknowledged before me on _____, 2018, by Charles Stephens, Manager of Ottawa Tower II, LLC.

[SEAL]

_____, Notary Public
_____, County, Michigan
Acting in _____ County, MI
My Commission Expires: _____

Drafted by and when recorded, return to:

Steven D. Sallen, Esq.
Maddin Hauser Roth & Heller, PC
28400 Northwestern Highway, 2nd Floor
Southfield, Michigan 48034
248-827-1861

EXHIBIT 5 – CITY'S MAINTENANCE SCHEDULE

The City's Day-to-Day Management of the Phoenix Center includes without limitation, the following activities:

(A) Deck and Tunnel Maintenance:

- 1) Lighting and lightbulbs.
- 2) Painting of lines for parking spaces.
- 3) Sweeping and trash removal.
- 4) Snow and Ice Removal (including salting).

(B) Plaza Maintenance:

- 5) Landscaping.
- 6) Trash removal.

7) Snow and ice removal (including salting) as necessary to keep drains clear.

(C) Security. For avoidance of doubt, during the period described in Section 8.0 of the Settlement Agreement, wherein Plaintiffs shall continue their services at the Phoenix Center, Plaintiff's obligations for security shall be limited to the south section of the Deck, from 7:00 am to 7:00 pm, Monday through Fridays, excluding holidays. Any additional security services requested by the City will cost extra.

(D) Snow and ice removal on short section of Saginaw Street north of Judson street, to the south entrance of the Deck, only.

EXHIBIT 6
QUITCLAIM DEED FOR ATRIUM CONNECTOR - JUDSON TOWER

QUITCLAIM DEED

Grantor: The City of Pontiac, a Michigan Municipal Corporation, with an address of 47450 Woodward Avenue, Pontiac, Michigan 48342, quitclaims to:

Grantee: Ottawa Tower II, LLC, a Michigan limited liability company, whose address is 715 Southpoint Boulevard, Suite B, Petaluma, California 94954, any and all of Grantor's right, title, and interest in, any of the real property and improvements located upon the following described premises situated in Pontiac, Oakland County, Michigan, to-wit:

SEE ATTACHED EXHIBIT "A" (the "Property")

For the sum of: One and 00/100 (\$1.00) Dollar.

Dated: 11/14, 2018

GRANTOR:

CITY OF PONTIAC,
a Michigan Municipal Corporation

By: Deirdre Waterman
Deirdre Waterman

Its: Mayor

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me 11/14, 2018 by Deirdre Waterman, the Mayor of the City of Pontiac.

Sheila R. Grandison

Notary Public, Oakland County, MI
My Commission Expires: 8/27/2019

Instrument Drafted by:
Steven D. Sallen, Esq.
Maddin Hauser Wartell Roth & Heller, PC
28400 Northwestern Highway, 3rd Floor
Southfield, MI 48034
(248) 827-1861

When recorded, return to: Grantee
Send subsequent tax bills to: Grantee

SHEILA R. GRANDISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Aug. 27, 2019
Acting in County of Oakland

EXHIBIT A – LEGAL DESCRIPTION

All real property and improvements, including but not limited to a two-story atrium and connector area adjacent to the office tower, located upon the following parcel with a common street address of 31 East Judson Street, Pontiac, Michigan, and as legally described as:

Being all or parts of the following lots and parcels in the City of Pontiac, Oakland County, Michigan, Lot numbers 1 through 8 and 14, 15 and that part of vacated Auburn Avenue of Assessor's Plat No. 130, as recorded in Liber 54A, Page 71, Oakland County Records, more particularly described as follows: Beginning at a point located Northerly 79.00 feet along the Easterly right of way line of Saginaw Street from the Northwest corner of Lot 16 of said Assessor's Plat No. 130, said point of beginning also being a point on the North right of way line of New Judson Street; thence North 14 degrees 30 minutes 01 seconds West 144.67 feet; thence North 75 degrees 27 minutes 55 seconds East 128.00 feet; thence North 14 degrees 32 minutes 05 seconds West, 2.42 feet; thence North 75 degrees 27 minutes 55 seconds East 64.00 feet; thence South 14 degrees 32 minutes 05 seconds East 2.42 feet; thence North 75 degrees 27 minutes 55 seconds East 124.91 feet; thence South 14 degrees 32 minutes 05 seconds East 181.79 feet to a point on the Northerly right of way line of Judson Street; thence along said Judson right of way line North 85 degrees 36 minutes 10 seconds West 6.48 feet to the beginning of a curve; thence along a curve to the left 214.75 feet, said curve having a radius of 648.70 feet, delta of 18 degrees 58 minutes 04 seconds, chord bearing and distance of South 84 degrees 54 minutes 44 seconds West 213.77 feet; thence South 75 degrees 25 minutes 42 seconds West 100.00 feet to point of beginning.

Together with the right to the use of the following land in accordance with a License Agreement as granted by Pontiac City Commission meeting December 4, 1979, Resolution No. 738 to Downtown Pontiac Development Company, recorded in Liber 7788, Page 142, as more clearly described, limited and defined as; A parcel of land being part of the Saginaw Street right of way adjacent to Lots 1, 2, 3 and 4 of Assessor's Plat No. 130, as recorded in Liber 54A, Page 71, Oakland County Records, more particularly described as follows: Beginning at a point located Northerly 79.00 feet along the Easterly right of way line of Saginaw Street from the Northwest corner of Lot No. 16 of Assessor's Plat No. 130, in the Northeast 1/4 of Section 32, City of Pontiac, Oakland County, Michigan, said point of beginning also being a point on the North right of way line of New Judson Street; thence North 14 degrees 30 minutes 01 seconds West 144.67 feet; thence South 75 degrees 27 minutes 55 seconds West 15.09 feet to a point; thence South 14 degrees 32 minutes 05 seconds East 144.68 feet to a point; thence North 75 degrees 25 minutes 42 seconds East 15.00 feet to the point of beginning.

Commonly known as: 31 East Judson Street, Pontiac, Michigan
Tax Parcel Identification No.: 14-32-227-002

Appendix 2 – Authorizing Resolutions to Issue Request for Proposals

2.1 Resolution 19-467 | Leasing of the Phoenix Center

Pontiac City Council Resolution



19-467 **Resolution to authorize the Mayor to issue a Request for Proposals an “RFP”) to invite qualified parties to submit proposals for the leasing of the Phoenix Center facility. Moved by Councilperson Waterman and second by Councilperson Pietila.**

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the “City”), owns that certain facility within the City consisting of a parking garage, amphitheater and plaza commonly known as the Phoenix Center; and

WHEREAS, the City was a party to certain lawsuits in the Oakland County Circuit Court (case nos. 12-130331-CH and 14-139761-CC) related to the maintenance and improvement of the Phoenix Center which were disposed of pursuant to a settlement agreement (the “Settlement Agreement”) between the City and Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust; and

WHEREAS, the terms of the Settlement Agreement require the City to make certain improvements to the Phoenix Center; and

WHEREAS, the City Council of the City desires to explore all options related to the City’s continued ownership or disposition of the Phoenix Center before it determines to issue bonds to provide funds to pay the expenses related to the Phoenix Center improvements; and

WHEREAS, the City Council desires to issue an Request for Proposals to seek proposals from qualified parties related to a potential disposition of the Phoenix Center as an option to satisfy the terms of the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Request for Proposals; Publication. The City is hereby authorized and directed to issue a Request for Proposals (an “RFP”) to invite qualified parties to submit proposals for the leasing of the Phoenix Center.

The RFP shall contain, at a minimum, all material information related to the Phoenix Center, including the terms of the Settlement Agreement, the scope of the improvements required under the Settlement Agreement and all easements applicable to the Phoenix Center.

A proposal shall be deemed qualified if it is submitted by a party that, at minimum, is able to demonstrate it possesses sufficient capital to finance the continued operation and improvements to the Phoenix Center required under the Settlement Agreement.

The City Clerk is authorized and directed to publish the RFP in accordance with the City’s procurement process in a manner designed to incur the broadest circulation possible.

2. Authorization of Other Actions; Submission of Proposals.

The Mayor and other appropriate personnel are hereby authorized to take all other necessary actions required to prepare and publish the RFP.

If proposals are submitted in paper format, the RFP shall require that two copies be submitted to the City. One copy shall be retained by the Mayor's staff and one copy shall be submitted to the City Clerk. If the proposals are submitted electronically, the RFP shall require that the City Clerk be copied on each submission.

3. Severability. If any one or more sections, clauses or provisions of this Resolution shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

Ayes: Pietila, Waterman, Williams and Miller

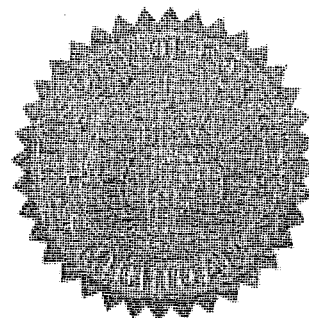
No: Taylor-Burks and Carter

Resolution Passed.

I, Sheila R. Grandison, Deputy City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on September 10, 2019.


SHEILA R. GRANDISON, Deputy City Clerk

November 21, 2019



2.2 Resolution 19-468 | Management of the Phoenix Center

Pontiac City Council Resolution



19-468 **Resolution to authorize the Mayor to issue a Request for Proposals (an "RFP") to invite qualified parties to submit proposals for the management of the Phoenix Center facility.**
Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the "City"), owns that certain facility within the City consisting of a parking garage, amphitheater and plaza commonly known as the Phoenix Center; and

WHEREAS, the City was a party to certain lawsuits in the Oakland County Circuit Court (case nos. 12-130331-CH and 14-139761-CC) related to the maintenance and improvement of the Phoenix Center which were disposed of pursuant to a settlement agreement (the "Settlement Agreement") between the City and Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust; and

WHEREAS, the terms of the Settlement Agreement require the City to make certain improvements to the Phoenix Center; and

WHEREAS, the City Council of the City desires to explore all options related to the City's continued ownership or disposition of the Phoenix Center before it determines to issue bonds to provide funds to pay the expenses related to the Phoenix Center improvements; and

WHEREAS, the City Council desires to issue an Request for Proposals to seek proposals from qualified parties related to a potential disposition of the Phoenix Center as an option to satisfy the terms of the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Request for Proposals; Publication. The City is hereby authorized and directed to issue a Request for Proposals (an "RFP") to invite qualified parties to submit proposals for the management of the Phoenix Center.

The RFP shall contain, at a minimum, all material information related to the Phoenix Center, including the terms of the Settlement Agreement, the scope of the improvements required under the Settlement Agreement and all easements applicable to the Phoenix Center.

A proposal shall be deemed qualified if it is submitted by a party that, at minimum, is able to demonstrate it possesses sufficient capital to finance the continued operation of the Phoenix Center required under the Settlement Agreement.

The City Clerk is authorized and directed to publish the RFP in accordance with the City's procurement process in a manner designed to incur the broadest circulation possible.

2. Authorization of Other Actions; Submission of Proposals.

The Mayor and other appropriate personnel are hereby authorized to take all other necessary actions required to prepare and publish the RFP.

If proposals are submitted in paper format, the RFP shall require that two copies be submitted to the City. One copy shall be retained by the Mayor's staff and one copy shall be submitted to the City Clerk.

If the proposals are submitted electronically, the RFP shall require that the City Clerk be copied on each submission.

3. Severability. If any one or more sections, clauses or provisions of this Resolution shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

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

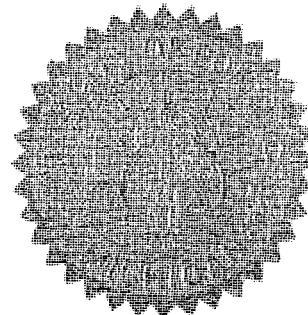
No: Carter

Resolution Passed.

I, Sheila R. Grandison, Deputy City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on September 10, 2019.


SHEILA R. GRANDISON, Deputy City Clerk

November 21, 2019



2.3 Resolution 19-469 | Public Private Partnership for the Phoenix Center

Pontiac City Council Resolution



19-469 **Resolution to authorize Mayor to issue Request for Proposals (RFP) to invite qualified parties to submit proposals for a Public Private Partnership with a qualified party or parties for the Phoenix Center facility. Moved by Councilperson Waterman and second by Councilperson Pietila.**

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the "City"), owns that certain facility within the City consisting of a parking garage, amphitheater and plaza commonly known as the Phoenix Center; and

WHEREAS, the City was a party to certain lawsuits in the Oakland County Circuit Court (case nos. 12-130331-CH and 14-139761-CC) related to the maintenance and improvement of the Phoenix Center which were disposed of pursuant to a settlement agreement (the "Settlement Agreement") between the City and Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust; and WHEREAS, the terms of the Settlement Agreement require the City to make certain improvements to the Phoenix Center; and

WHEREAS, the City Council of the City desires to explore all options related to the City's continued ownership or disposition of the Phoenix Center before it determines to issue bonds to provide funds to pay the expenses related to the Phoenix Center improvements; and

WHEREAS, the City Council desires to issue an Request for Proposals to seek proposals from qualified parties related to a potential disposition of the Phoenix Center as an option to satisfy the terms of the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Request for Proposals; Publication. The City is hereby authorized and directed to issue a Request for Proposals (an "RFP") to invite qualified parties to submit proposals for a public private partnership with a qualified party or parties.

The RFP shall contain, at a minimum, all material information related to the Phoenix Center, including the terms of the Settlement Agreement, the scope of the improvements required under the Settlement Agreement and all easements applicable to the Phoenix Center.

A proposal shall be deemed qualified if it is submitted by a party that, at minimum, is able to demonstrate it possesses sufficient capital to finance the continued operation and improvements to the Phoenix Center required under the Settlement Agreement.

The City Clerk is authorized and directed to publish the RFP in accordance with the City's procurement process in a manner designed to incur the broadest circulation possible.

2. Authorization of Other Actions; Submission of Proposals.

The Mayor and other appropriate personnel are hereby authorized to take all other necessary actions required to prepare and publish the RFP.

If proposals are submitted in paper format, the RFP shall require that two copies be submitted to the City. One copy shall be retained by the Mayor's staff and one copy shall be submitted to the City Clerk. If the proposals are submitted electronically, the RFP shall require that the City Clerk be copied on each submission.

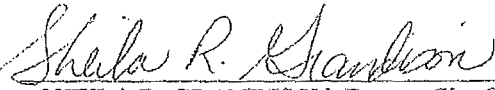
3. Severability. If any one or more sections, clauses or provisions of this Resolution shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

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

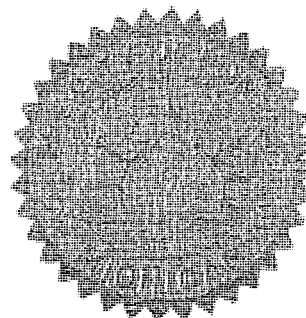
No: Carter

Resolution Passed.

I, Sheila R. Grandison, Deputy City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on September 10, 2019.



SHEILA R. GRANDISON, Deputy City Clerk



November 21, 2019

Appendix 3 – Facility Condition Assessment

Phoenix Center Parking Deck and Rooftop Amphitheater
Facility Condition Assessment
September 2018
Revised October 2, 2018

City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan

IDS Project No. 18193-1000

Introduction

Integrated Design Solutions, LLC (IDS) was commissioned by the City of Pontiac to conduct a facility assessment of the existing Phoenix Center Parking Deck and Rooftop Amphitheater, for the purpose of evaluating and identifying items which require renewal, repair, upgrades or replacement. Field survey work was conducted on August 7, 2018, August 21, 2018 and August 24, 2018. The facility was surveyed with the assistance of City of Pontiac personnel.

The report compiled a list of all deficient structural, architectural, mechanical and electrical items that, in our professional opinion, would require replacement, enhancement and/or repair in order to meet the goals of preserving and improving the assets of the facility. Itemized deficiencies are not meant to change the facility layouts or functions.

The IDS survey team has reviewed all documents provided by the City of Pontiac. The findings are limited to the information provided within the site and by facility personnel during the site visit. Additionally, there were no forensic evaluations or destructive testing of any kind performed.

The IDS survey team evaluated each deficiency discovered during the survey period and assigned a score. The scores range from the most critical items that are considered to be a hazard to life, health or safety to the least critical, such as aesthetics.

Facility Overview

Use.....Rooftop Amphitheater and Parking Deck
Parking Deck Year Built1980/1981
Amphitheater Year Built2000
Parking Deck Area874,000 square feet
Amphitheater Area292,000 square feet

Findings

The assessment recommends multiple repairs that include both short-term and long-term items that address the improvement goals of the facility. The recommendations should not be construed as meaning the entire building is deficient. Rather, over time, the systems upgrades have not kept pace with comparable facilities. Additionally, the facility has been subject to vandalization and several systems have been scavenged.

The following is a summary of recommended repairs/corrections identified in the assessment:

Structural

- Repair failed post tension cables.
- Replace precast concrete panel supports.

Architectural

- Replace elevators.
- Replace corroded doors and frames.
- Replace damaged interior finishes.
- Replace roofing systems.

Mechanical

- Replace above ground storm drainage system.
- Replace above ground sanitary drainage system.
- Replace plumbing fixtures.
- Replace HVAC systems, including heaters, furnaces and fans.
- Replace domestic water system.

Fire Protection

- Replace diesel fire pump.
- Replace standpipe water service pit.

Electrical

- Replace parking garage primary system.
- Replace substations.
- Replace lighting systems.
- Replace emergency power generation system.
- Replace fire alarm system.
- Replace telephone/data systems and wiring.
- Replace security system.
- Replace existing electrical devices, conduits and wiring.

Prioritization and Cost

"Scores" have been assigned to each item; providing a proposed order of implementation. Therefore, an item with a score of 1 should be implemented within a first phase of construction, and a score of 3 would be implemented in a final phase of construction. Additionally, the score categorizes the urgency of need; ranging from Critical (Level 1) to Recommended (Level 3).

Scores are:

Level 1: Critical (1-3 years)

Includes all immediate scope to preserve the building structure and envelope, provide major electrical, HVAC, and plumbing infrastructure systems, and provide a safe environment for occupants.

Level 2: Necessary (4-6 years)

Includes deferred scope relating to safety and security required to make or keep the building functional for occupant use. If not accomplished in the near future, additional function could be lost and greater expense incurred.

Level 3: Recommended (+7 years)

Includes work that is not as time sensitive as items listed in Levels 1 and 2. This scope of work should be appropriately planned and budgeted for. If not accomplished, these items could lead to future failure of equipment and deterioration of property, loss of equipment efficiency, higher utility expenses and increased maintenance costs. This work is essential to protect, preserve, or restore facilities and equipment over the long term.

Additional estimates of probable costs were calculated for each deficiency. The following tables summarize the estimated costs to correct the identified deficiencies based on the "category" of the deficiency and the "score" of the deficiency.

Tables and graphs for the Parking Deck, the Amphitheater and the entire facility are provided.

Forensic Investigation

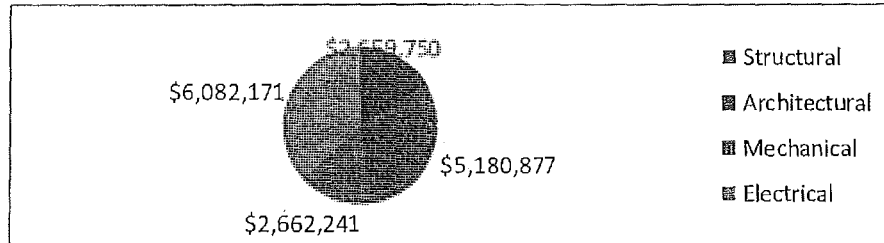
In addition to the assessment, a forensic investigation has been commissioned to determine the cause of the post tension cable failures which continue to occur in the parking structure deck. Walker Consultants has been retained to perform the investigation. Additional repairs and preventative measures were recommended in their investigative report. The associated costs for these recommendations have been incorporated in this summary.

Phoenix Center Parking Deck and Rooftop Amphitheater

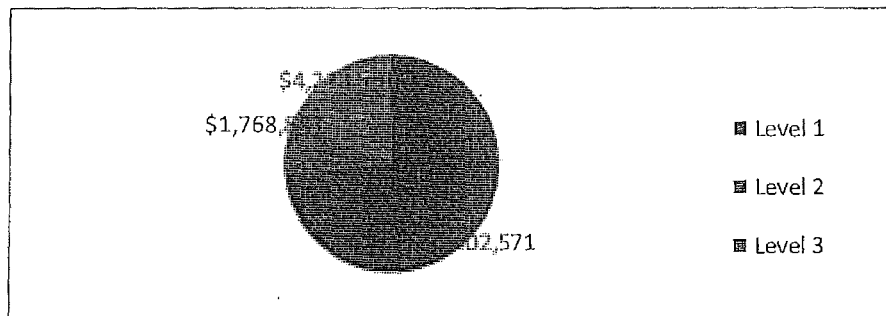
Summary

Building	2018 Construction Costs (No Mark-ups)				Sub Total	35% Project Mark-ups & Fees	2018 Project Costs
	Structural	Architectural	Mechanical	Electrical			
Phoenix Center Parking Deck and Rooftop Amphitheater	\$ 1,728,837	\$ 3,367,570	\$ 1,972,030	\$ 4,505,312	\$ 11,573,749	\$ 5,011,290	\$ 16,585,039
35% Project Mark-ups & Fees	\$ 830,913	\$ 1,813,307	\$ 690,211	\$ 1,576,859	\$ 5,011,290		
Grand Total	\$ 2,659,750	\$ 5,180,877	\$ 2,662,241	\$ 6,082,171	\$ 16,585,039		

Deficiencies by Category Type



Deficiencies by Score

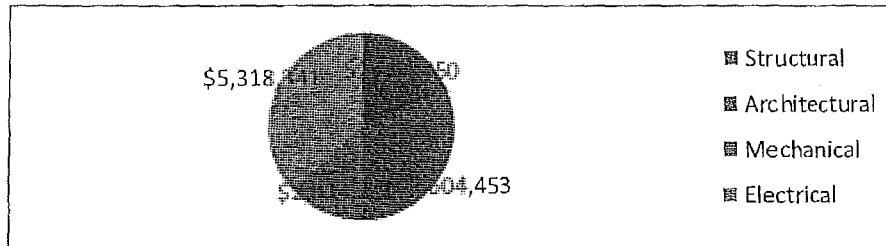


Phoenix Center Parking Deck

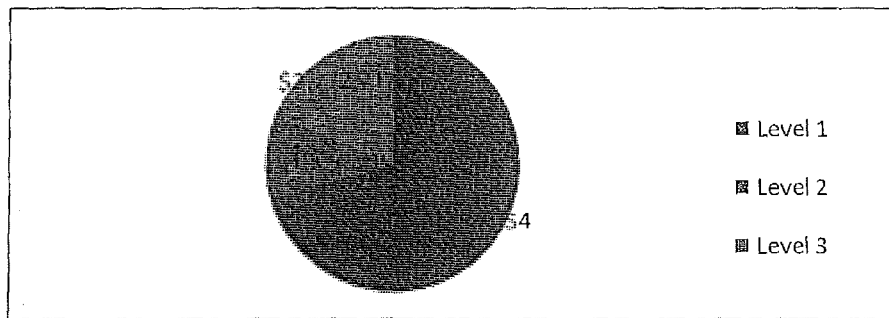
Summary

Building	2018 Construction Costs (No Mark-ups)				Sub Total	35% Project Mark-ups & Fees	2018 Project Costs
	Structural	Architectural	Mechanical	Electrical			
Phoenix Center Parking Deck	\$ 1,728,837	\$ 2,982,894	\$ 1,506,845	\$ 3,938,512	\$ 10,168,088	\$ 4,448,897	\$ 14,616,785
35% Project Mark-ups & Fees	\$ 930,913	\$ 1,611,559	\$ 527,396	\$ 1,378,829	\$ 4,448,697		
Grand Total	\$ 2,659,750	\$ 4,604,453	\$ 2,034,241	\$ 5,318,341	\$ 14,616,785		

Deficiencies by Category Type



Deficiencies by Score

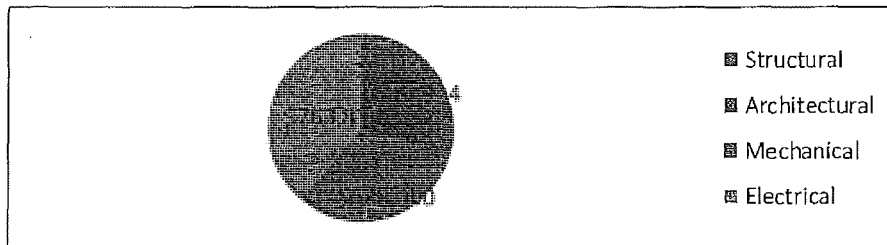


Phoenix Center Rooftop Amphitheater

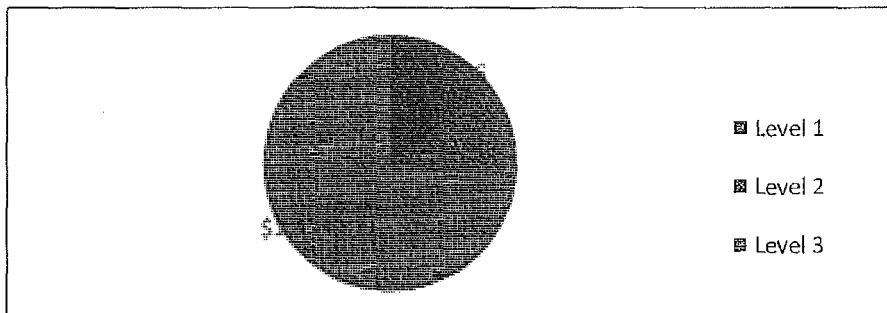
Summary

Building	2018 Construction Costs (No Mark-ups)				Sub Total	35% Project Mark-ups & Fees	2018 Project Costs
	Structural	Architectural	Mechanical	Electrical			
Phoenix Center Rooftop Amphitheater	\$ -	\$ 426,981	\$ 465,185	\$ 565,800	\$ 1,457,965	\$ 510,288	\$ 1,968,253
35% Project Mark-ups & Fees	\$ -	\$ 149,443	\$ 162,815	\$ 198,030	\$ 510,288		
Grand Total	\$ -	\$ 576,424	\$ 628,000	\$ 763,830	\$ 1,968,253		

Deficiencies by Category Type



Deficiencies by Score



Appendix 4 – Form to Submit Proposer's Questions

Instructions: At or before 5:00 pm ET on December 2, 2019, Proposers may submit written requests for clarification of this RFP and/or questions to the City by utilizing this form. Please submit the completed form via email to [JMassey@pontiac.mi.us]. Written responses to properly submitted relevant requests for clarification and/or questions from Proposers will be posted by the City's website or BidNet by 5:00 pm ET on December 9, 2019. Solicitation of information or contact with any City elected official, appointee, board member, employee, or agent of the City, or other associated personnel concerning this RFP other than through the designated form and process described herein is prohibited and may result in disqualification of the Proposer and its proposal.

* * *

Contact Information: All fields must be completed by the Proposer submitting the form.

Name (Please Print): _____

Proposer Team: _____

Company/Affiliation: _____

Email Address: _____

Telephone Number: _____

RFP Section/ Appendix No.	Page No.	Request for Clarification and/or Question

Appendix 5 – Registration and Release of Liability Form

Instructions: Any Proposer that submitted a Proposal and intends to submit a Best and Final Offer (BAFO) must attend a **mandatory** tour of the Phoenix Center Facility to be held on **January 15, 2020 at 1:00 pm ET**. Each Proposer member wishing to attend the mandatory tour **must pre-register** by completing this form and submit the completed form via email to: **[JMassey@pontiac.mi.us]** Five (5) business days before the scheduled mandatory tour. This Registration and Release of Liability Form can accommodate the signature of one person. **Proposer members who do not pre-register will not be allowed to attend the tour.**

Pre-registered Proposer members will first meet and check-in for the site tour at the Phoenix Center Facility located at 47251 Woodward Avenue, Pontiac, MI 48342. The tour is expected to last two (2) hours. **At least one member of the Proposer's team must pre-register and attend the mandatory tour or their Proposal may be disqualified.**

* * *

The undersigned hereby releases the City of Pontiac, Michigan, including all departments, agencies, boards, employees, and/or any tenant(s), from liability for any injury and/or damages (if any) resulting from the undersigned's tour of the Phoenix Center Facility.

The undersigned also agrees to take reasonable precautions to prevent any damage to the Phoenix Center Facility arising from their tour thereof and to replace, or fully compensate the City at replacement value for any damages to the Phoenix Center Facility arising from the tour of the Phoenix Center Facility.

Signature: _____ Date: _____

Name (Please Print): _____

Proposer Team: _____

Company/Affiliation: _____

Telephone Number: _____ E-mail: _____

Company Address: _____

Do you require special tour accommodations for a disability? (check one) Yes: _____ No: _____

If yes, please describe: _____

Appendix 6 – Designation of Confidential and Proprietary Information Form

The attached material submitted in response to this RFP includes proprietary and confidential information or is otherwise material that can be kept confidential under the Michigan Freedom of Information Act (Act 442 of 1976, as amended). As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when proposals are opened, and therefore cannot be kept confidential.

We request that the following pages not be released:

Item	Section	Page(s)	Topic
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The City considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the City harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name:	
Authorized Representative (Signature)	
Authorized Representative (Type or Print Name):	
Date:	

#4c

PRESENTATION



Phoenix Center Financial Obligations Update

December 17, 2019

Current Financial Obligations

Owner's Representative: AUCH Construction with HED Vision Plan Contract approved by Council on May 21, 2019	\$ 283,482
Architectural and Engineering Services: IDS (DPW Recommendation) Contract pending Council approval	\$ 659,000
Total Current Financial obligations	<u>\$ 942,482</u>

**These obligations are currently not
budgeted in the City's 2020 budget**

Options to Pay for the Phoenix Center Improvements

1. Do nothing, violate the settlement Agreement & risk a judgement levy

- City council approved Settlement Agreement and Executed on 11/1/2018
- Judgement levy (a new tax) split amongst all Pontiac residents & businesses
- Comes to roughly \$802 per taxpayer

2. Pay the full 19.3 million from the General Fund

- May cause reallocation of funding from other City services (e.g. Police and Fire)
- May cause a deficit in the General Fund and possibly take city back to financial crisis
- Not enough uncommitted surplus money to cover entire cost

3. Issue Bonds for the full 19.3 million (entire amount or series)

- ONLY OPTION THAT DOES NOT INCREASE TAXES
- Recommended by advisors and administration
- Repay bond issue over useful life of Phoenix Center Improvements

4. Combination of #2 and #3: Use surplus and issue bonds

- Still could cause an increase in taxes
- Still requires Council approval

5. Other: Councilwomen Miller's Option: Default and Return to Emergency Manager

**We need City Council's support to meet Settlement Agreement Requirements
WITHOUT raising taxes or risking a deficit**

#5

PRESENTATION



City of Pontiac Medical Marihuana Application Process Update

Office of the City Clerk
Garland S. Doyle, M.P.A.
Interim City Clerk
December 23, 2019



Status of Professional Expert Agreements

1. City Council approved the Professional Expert – Financial Advisor (Sherman J. Taylor, JD CPA, SRT Consulting, LLC) to the City Clerk and Professional Expert – Legal Advisor (Klint Kesto, Esq., Kesto Law, P.L.L.C) to the City Clerk on November 26, 2019
2. The City Clerk gave both agreements to the Mayor to sign on November 29, 2019
3. **As of December 20, 2019, Mayor Waterman has not signed the agreements. Despite City Attorney Anthony Chubb stating to both the Clerk's Attorney Robert Huth and the Plaintiff's Attorney Brian Etzel on December 11, 2019 that Mayor Waterman would sign the agreements.**
4. The City Clerk will not review any Medical Marihuana Applications until the Professional Expert Agreements have been signed.

Application Updates

1. If an Applicant does not meet the required zoning for an overlay district, the application will not be scored or ranked.
2. If the Applicant has received and submits its pre-qualification letter from the state with its application, the Applicant and its stakeholders need not submit copies of financial statement or tax returns.
3. The two appeal options have been removed. There will only be one appeal process as originally stated in Ordinance 2357(B). If the city offered appeal options, then that would be a modification to the ordinance. The city is prohibited from modifying a voter approved ordinance for 18 months.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being denied.

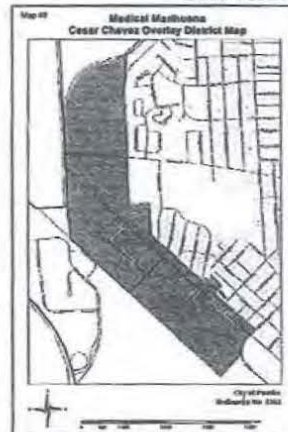
PLEASE TYPE ONLY.



CITY OF PONTIAC
MEDICAL MARIHUANA FACILITY
CESAR CHAVEZ OVERLAY DISTRICT
PROVISIONING CENTER PERMIT APPLICATION

OFFICE USE ONLY

Application Number _____
Date Rec'd _____
Fee Rec'd _____
Receipt # _____
Applicant Name _____



One Year Permit Term

Applications must be submitted to the
Office of the City Clerk
47450 Woodward Avenue, Pontiac, MI 48342
Monday-Friday 9:00 a.m.-4:00 p.m.

**DURING THE 21-DAY APPLICATION PERIOD,
JANUARY 6, 2020 THROUGH
JANUARY 27, 2020 ONLY**

No Applications Will Be Accepted After
January 27, 2020.

The City Will Award No More Than Five (5)
Permits to Operate Provisioning Centers
in C-3, M-1, and M-2 zoned properties in the
Cesar Chavez Overlay District

(PONTIAC ORDINANCE #2357B "CITY OF PONTIAC MEDICAL MARIHUANA FACILITIES ORDINANCE")

***REVIEW AND FOLLOW THE "MEDICAL MARIHUANA FACILITY PERMIT APPLICATION INSTRUCTIONS FOR
PROVISIONING CENTER APPLICATIONS" WHEN COMPLETING THIS APPLICATION***

If an Applicant does not meet the required zoning for the overlay district, the application will not be scored and ranked. Each applicant will be scored in each of the following eight categories:

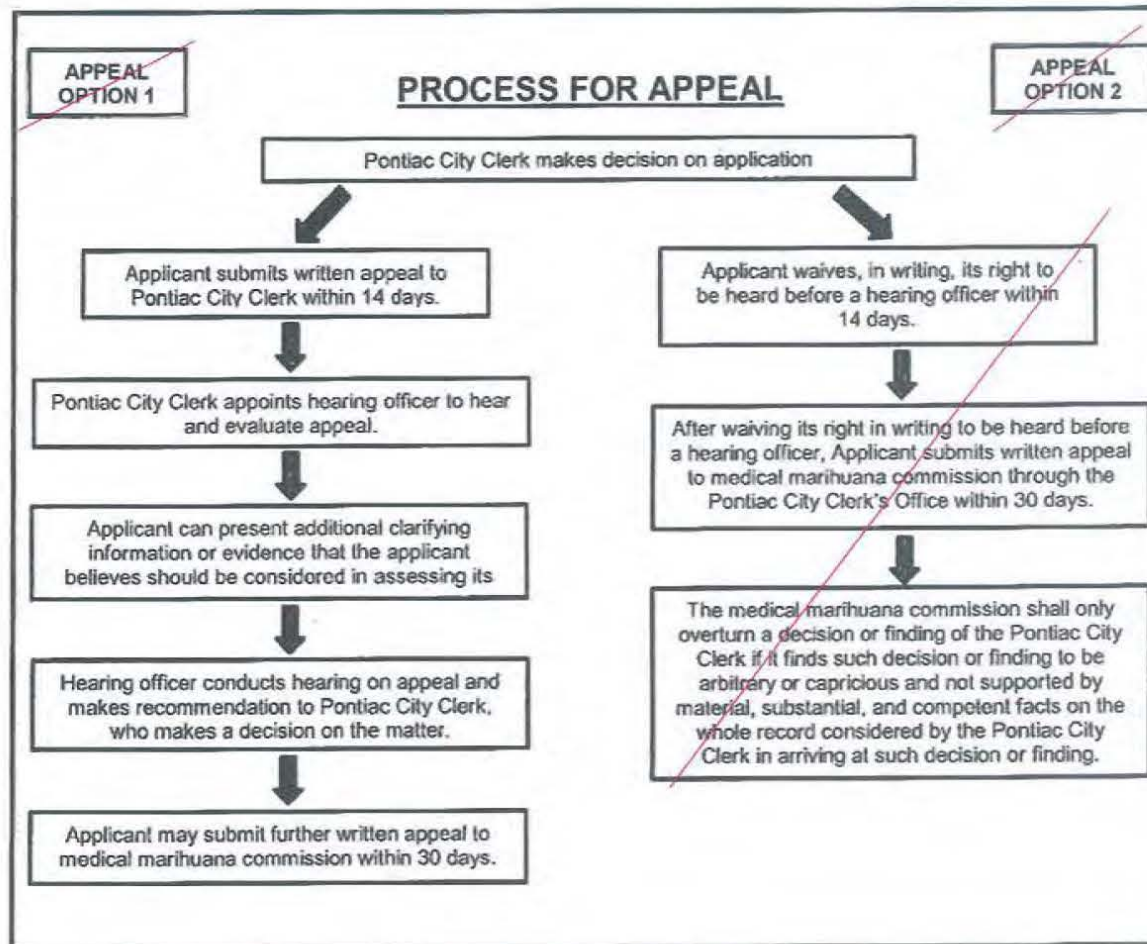
Category	Max. Points	Ordinance Section
1 Content and Sufficiency * Background Information (up to 5 points) * Financial Background (up to 10 points) * Economic Benefits (up to 10 points) * Community Development (up to 10 points) * Planning (Facility) (up to 10 points) * Patient Education (up to 5 points)	50	§9(1)(1)
2 Land Use	20	§9(1)(2)
3 Community Impact	10	§9(1)(3)
4 Managerial Resources	10	§9(1)(4)
5 Financial Resources	10	§9(1)(5)
6 Job Creation	10	§9(1)(6)
7 Philanthropic and Community Improvement	10	§9(1)(7)
8 Physical Improvements	10	§9(1)(8)
TOTAL POSSIBLE SCORE	130	

In order to receive the maximum amount of points for pre-qualification with the State of Michigan in the categories of Managerial Resources and Financial Resources, the applicant must have received its pre-qualification prior to submitting its application to the City of Pontiac.
FOR A DETAILED EXPLANATION OF THE SCORING CRITERIA, PLEASE SEE THE CITY OF PONTIAC MEDICAL MARIHUANA PROVISIONING

Appeal Process

Appeal Process

- An applicant denied a permit may appeal to the City Clerk, who shall appoint a hearing officer to hear and evaluate an appeal and make a recommendation to the City Clerk. Such appeal would be taken by filing a written statement of appeal with the City Clerk, within fourteen (14) days after notice of the denial.
 - The City Clerk would review the report and recommendation of the hearing officer and make a decision on the matter.
- The City Clerk's decision may be further appealed to the Medical Marihuana Commission by written appeal no later than thirty (30) days after the City Clerk's decision.
- IN THE ALTERNATIVE, an applicant may waive, in writing within fourteen (14) days after notice of the denial, its opportunity to be heard before a hearing officer, and instead submit its appeal directly to the Medical Marihuana Commission no later than (30) days after mailing of the denial decision.
- The Medical Marihuana Commission shall only overturn a decision or finding of the clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material, substantial, and competent facts on the whole record considered by the clerk in arriving at such decision or finding (Ordinance 2357B).



Ordinance 2357(B) Appeal Process

- An applicant denied a permit may appeal to the City Clerk, who shall appoint a hearing officer to hear and evaluate an appeal and make a recommendation to the City Clerk. Such appeal would be taken by filing a written statement of appeal with the City Clerk, within fourteen (14) days after notice of the denial.
 - The City Clerk would review the report and recommendation of the hearing officer and make a decision on the matter.
- The City Clerk's decision may be further appealed to the Medical Marihuana Commission by written appeal no later than thirty (30) days after the City Clerk's decision.
- The Medical Marihuana Commission shall only overturn a decision or finding of the clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material, substantial, and competent facts on the whole record considered by the clerk in arriving at such decision or finding (Ordinance 2357B).

PROCESS FOR APPEAL

Pontiac City Clerk makes decision on application



Applicant submits written appeal to Pontiac City Clerk within 14 days.



Pontiac City Clerk appoints hearing officer to hear and evaluate appeal.



Applicant can present additional clarifying information or evidence that the applicant believes should be considered in assessing its



Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.



Applicant may submit further written appeal to medical marihuana commission within 30 days.

Provisioning Centers Application Instructions



CITY OF PONTIAC
MEDICAL MARIHUANA FACILITY
PERMIT APPLICATION INSTRUCTIONS
FOR PROVISIONING CENTER APPLICATIONS

ALL DISTRICTS

The City of Pontiac medical marihuana facility permit application process is authorized under Pontiac City Ordinance #2357B ("City of Pontiac Medical Marihuana Facilities Ordinance") ("Ordinance") and is pursuant to the Medical Marihuana Licensing Facilities Act, Act No. 281 of Public Acts of 2016.

Application Process

Persons may apply for a medical marihuana facility permit as a ***Provisioning Center***: 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.

A ***Provisioning Center*** 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 Michigan Department of Licensing and Regulatory Affairs' marihuana registration process in accordance with the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, is not a Provisioning Center.

Applicants must submit one (1) original and four (4) copies of the completed typed application directly to the Office of the City Clerk (Monday-Friday 9:00 a.m.-4:00 p.m.) at the following address:

Pontiac City Clerk's Office
47450 Woodward Avenue
Pontiac, Michigan 48432

APPLICATIONS FOR PROVISIONING CENTERS WILL BE ACCEPTED ONLY DURING THE 21-DAY APPLICATION PERIOD (JANUARY 6, 2020 THROUGH JANUARY 27, 2020). NO PROVISIONING CENTER APPLICATIONS WILL BE ACCEPTED AFTER JANUARY 27, 2020.

NO APPLICATION WILL BE APPROVED FOR A PERMIT UNLESS IT IS COMPLETE AND UNLESS: (I) THE FIRE DEPARTMENT AND THE DEPARTMENTS OF BUILDING AND SAFETY AND PLANNING OR ANOTHER RELEVANT DEPARTMENT HAVE CONFIRMED THAT THE PROPOSED LOCATION IS IN COMPLIANCE WITH ALL STATE AND LOCAL BUILDING, ELECTRICAL, FIRE, MECHANICAL AND PLUMBING REQUIREMENTS; (II) THE DEPARTMENTS OF BUILDING AND SAFETY AND PLANNING OR ANOTHER RELEVANT DEPARTMENT HAS CONFIRMED THAT THE PROPOSED LOCATION COMPLIES WITH THE ZONING ORDINANCE; (III) THE PROPOSED MEDICAL MARIHUANA FACILITY HAS BEEN ISSUED A CERTIFICATE OF OCCUPANCY AND, IF NECESSARY, A BUILDING PERMIT; AND (IV) THE APPLICANT IS PREQUALIFIED (STEP-ONE APPROVAL) FOR A STATE OF MICHIGAN MEDICAL MARIHUANA FACILITIES LICENSE BY THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

Pontiac City Clerk's Office
47450 Woodward Avenue, Pontiac, MI 48342
PHONE: (248) 758-3200 FAX: (248) 758-3160

General Instructions

All applications must be typed. Any incomplete or inaccurate information on an application may result in the application being delayed or denied.

HOWEVER, WHERE SIGNATURES ARE REQUIRED, ALL SIGNATURES MUST BE HANDWRITTEN; AN ELECTRONIC SIGNATURE IS NOT SUFFICIENT.

If an attachment to the application is required, clearly identify the ordinance section applicable to such attachment at the top of the attachment. *For example*, in the financial background section, the applicant must submit verification that it has a minimum capitalization consistent with the requirements of LARA Rule 12. This requirement is met by submitting CPA attested financial statements. On the top of the CPA attested financial statements, the applicant shall type "Sec. 8(c)(24)", because such CPA attested financial statements are applicable to Section 8(c)(24) of the Ordinance.

References

"LARA" means the Michigan Department of Licensing and Regulatory Affairs.

References in these instructions to a specific LARA Rule means such rule in the Administrative Rules for the Medical Marihuana Facilities Licensing Act, available at https://www.michigan.gov/documents/lara/2017-042_LR_-_Final_-_Medical_Marihuana_640679_7.pdf.

The City of Pontiac Zoning Ordinance is available at <https://www.codepublishing.com/MI/Pontiac/>, and Ordinance No. 2363 (recent amendments to the City of Pontiac Zoning Ordinance regarding medical marijuana facilities) is available on the City Clerk's webpage (<http://www.pontiac.mi.us/departments/clerk/>).

Application Fee

The application fee of \$5,000.00 for each application is a non-refundable fee paid to the City of Pontiac at the time of filing the application to help defray administrative costs associated with the application. Such amount must be paid by certified check payable to the "City of Pontiac".

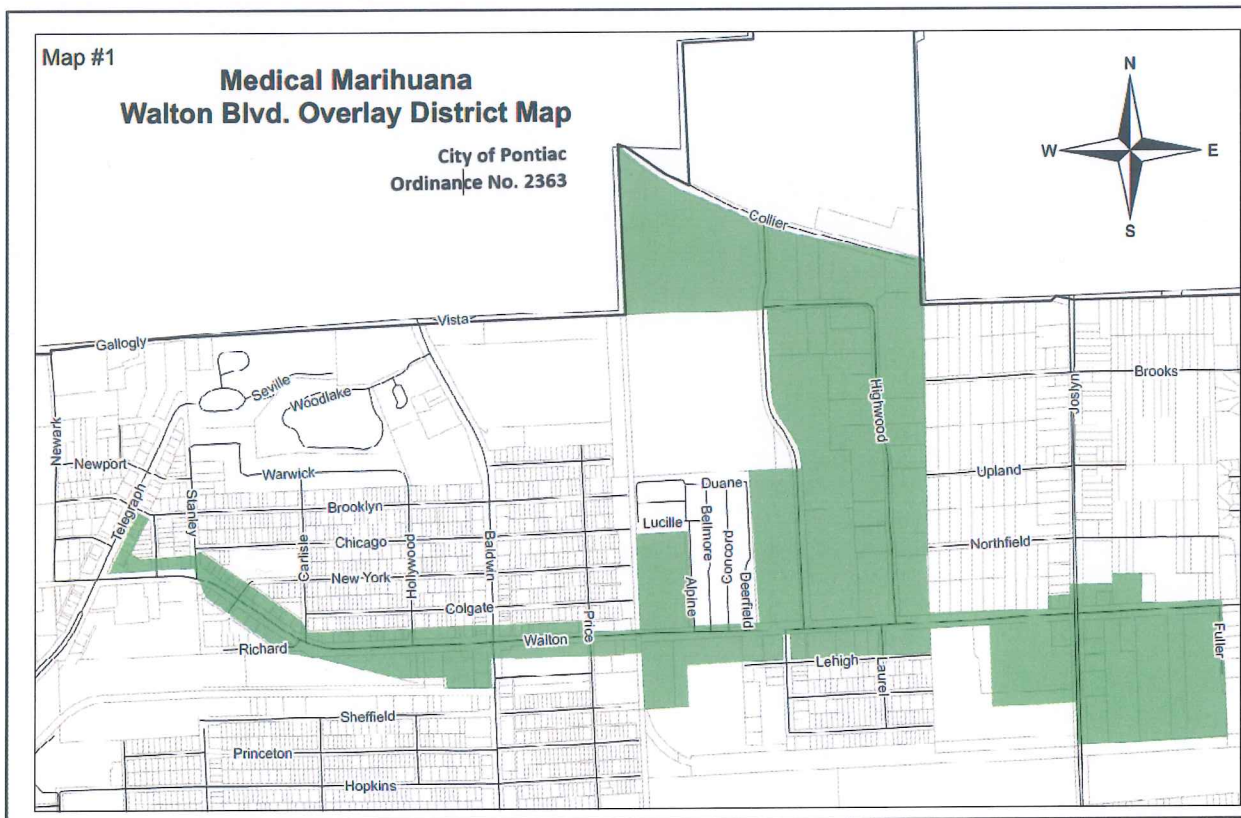
APPLICATION EVALUATION PROCESS

For purposes of evaluating applications and awarding permits, the City of Pontiac has been divided into four (4) districts: (i) the Walton Boulevard Overlay District; (ii) the Cesar Chavez Overlay District; (iii) the Downtown Overlay District; and (iv) the Non-Overlay District. A map of each district is provided below.

NOTE: IF AN APPLICANT DOES NOT MEET THE REQUIRED ZONING FOR THE OVERLAY DISTRICT, THE APPLICATION WILL NOT BE SCORED AND RANKED.

NO MORE THAN FIVE (5) PERMITS WILL BE AWARDED FOR EACH DISTRICT.

No more than five (5) Provisioning Centers will be permitted in C-3, M-1, and M-2 zoned properties in the Walton Blvd. Overlay District.



No more than five (5) Provisioning Centers will be permitted in C-3, M-1, and M-2 zoned properties in the Cesar Chavez Overlay District.



No more than five (5) Provisioning Centers will be permitted in C-2 zoned properties in the Downtown Overlay District.



NON-OVERLAY DISTRICT

No more than five (5) Provisioning Centers will be permitted in C-1, C-3, and C-4 zoned properties located outside of the three (3) Medical Marihuana Overlay Districts. Prior to being issued a permit, the applicant will need to obtain a special exemption permit from the City of Pontiac Planning Commission.

Applicants seeking a permit to operate a medical marihuana provisioning center within the City of Pontiac will be evaluated and scored according to several criteria set out in the City of Pontiac Medical Marihuana Facilities Ordinance.

Each applicant will be scored in each of the following eight categories:

	Category	Maximum Possible Points	Applicable Ordinance Section
1	Content and Sufficiency <u>Subcategories</u> <ul style="list-style-type: none"> • <i>Background Information</i> (up to 5 points) • <i>Financial Background</i> (up to 10 points) • <i>Economic Benefits</i> (up to 10 points) • <i>Community Development</i> (up to 10 points) *scored using Community Benefits Scoring • <i>Planning (Facility)</i> (up to 10 points) • <i>Patient Education</i> (up to 5 points) 	50	§9(f)(1)
2	Land Use	20	§9(f)(2)
3	Community Impact	10	§9(f)(3)
4	Managerial Resources	10	§9(f)(4)
5	Financial Resources	10	§9(f)(5)
6	Job Creation	10	§9(f)(6)
7	Philanthropic and Community Improvement *scored using Community Benefits Scoring	10	§9(f)(7)
8	Physical Improvements	10	§9(f)(8)
	TOTAL POSSIBLE SCORE	130	

In order to receive the maximum amount of points for pre-qualification with the State of Michigan in the categories of Managerial Resources and Financial Resources, the applicant must have received its pre-qualification prior to submitting its application to the City of Pontiac.

For a detailed explanation of the scoring criteria, please see the *City of Pontiac Medical Marihuana Provisioning Centers Scoring Criteria Guide*.

APPLICATION CHECKLIST

The second page of the application provides a checklist of required components of the medical marihuana facility permit application that must be submitted to the City Clerk. Before you submit an application, confirm that each item on such checklist has been completed.

APPLICANT INFORMATION

The permit application begins by filling out the applicant information.

Application Page 3

Establishment Information

This part requires the applicant to provide information about the name, location and phone number of the proposed medical marihuana facility. The applicant is also required to indicate whether such facility location is owned or leased and provide a copy of the executed deed or lease.

Applicant Type

In this part the applicant must check a box to identify whether it is an individual, corporation, limited liability company, limited liability partnership, or other entity type. If “Other” is checked, the entity type of the applicant must be specified in the blank space provided.

Applicant Information

This part requires the applicant to provide the following general demographic information in accordance with Sections 8(c)(1) and 8(c)(3) of the Ordinance:

- ***Name***
 - If the applicant is an individual, provide the full name as it appears on a state issued driver’s license or passport.
 - If the applicant is an entity, provide the entity name as it appears on official government documents (e.g., Articles of Incorporation, Articles of Organization, Certificate of Formation, etc.).
- ***Date of Birth*** (if individual) (month/day/year) (e.g., 06/20/1990) / ***Employer Identification Number*** (if entity)
- ***Phone Number***: Provide a phone number for the applicant.
- ***Address***: Provide a mailing address for the applicant.
- ***Email address***: Provide an active email address that is regularly checked by the applicant.

Application Page 4

Page 4 is only applicable to non-individual applicants. Pursuant to Section 8(c)(1) of the Ordinance, the applicant must provide the following information for all stakeholders of the applicant (officers, directors, and managerial employees of the applicant and any persons who hold any direct or indirect ownership interest in the applicant):

- ***Name***
- ***Date of birth*** (month/day/year) (e.g., 06/20/1990)

- *Telephone number*
- *Address*
- *Email address*

The same requirements stated in the part above apply to this part of the application as well. If the applicant has more than 3 stakeholders, make additional copies of the “Stakeholder Information” page.

The first stakeholder listed on this page will be the Designated Contact for the applicant. All communications by the Pontiac City Clerk to the applicant will be to such Designated Contact on behalf of the applicant and the Pontiac City Clerk will only communicate with such Designated Contact regarding the applicant and the application. If the applicant is an individual, the Designated Contact will be the applicant.

BACKGROUND INFORMATION

Application Page 5

Page 5 of the application is a request for documents/attachments. **All attachments must be clearly labelled with the applicable Ordinance section.**

Organization Documentation

- *Official Business Formation Document* (Sec. 8(c)(2)). The applicant must provide a copy of its formation document filed with the applicable jurisdiction (e.g., Michigan or another state). For a Michigan limited liability company this would be the applicant’s Articles of Organization, and for a Michigan corporation this would be the applicant’s Articles of Incorporation.
- *Copy of Governing Documents* (Sec. 8(c)(4)). The applicant must provide a copy of its current governing documents. For a Michigan limited liability company this would typically be an Operating Agreement and for a Michigan corporation this would typically be Bylaws.

Ownership Structure (Sec. 8(c)(7))

The applicant must submit evidence of the proposed ownership structure of the applicant, including ownership percentages held by each stakeholder. Such attachment must include all direct and indirect owners of the applicant. Graphical images with an entity chart are acceptable.

Organization Chart (Sec. 8(c)(8))

The applicant must submit a current organization chart that includes position descriptions and the names of each person holding such position. Graphical images with an organization chart are acceptable.

Security Plan (Sec. 8(c)(17))

The applicant must submit a security plan for the proposed medical marihuana facility that is consistent with the requirements of LARA Rule 35. LARA Rule 35 has 13 subparts, which imposes twelve requirements on the part of the applicant. The applicant must be able to attest that it has requisite systems in place and that it will be able to follow the procedures put in place by LARA.

Insurance (Sec. 8(c)(25))

The applicant must provide proof of premises liability and casualty insurance consistent with the requirements of LARA.

LARA Rule 11 sets forth the following minimum limits of insurance:

- bodily injury (casualty insurance) – not less than \$100,000.00; and
- commercial general liability covering premises liability – not less than \$100,000.00.

<u>CRIMINAL BACKGROUND</u>

Application Page 6

Criminal Background (Sec. 8(c)(14))

The applicant must provide a criminal background report of the applicant's and each of the applicant's stakeholders' criminal history.

Such report(s) shall be obtained by the applicant through Internet Criminal History Access Tool (ICHAT) for applicants residing in Michigan and/or through another state sponsored or authorized criminal history access source for applicants who reside in other states or who have resided in other states within 5 years prior to the date of the application. The applicant is responsible for all charges incurred in requesting and receiving the criminal history report(s) and the report(s) must be dated within thirty (30) days of the date of the application.

Such report(s) must be obtained by the applicant, attached to the application and clearly labelled "Sec. 8(c)(14)".

<u>FINANCIAL BACKGROUND</u>

The second section of the application applies to the applicant's business and financial information. **All attachments must be clearly labelled with the applicable Ordinance section.**

Application Page 7

Proposed Business Plan (Sec. 8(c)(6))

The applicant must submit a proposed business plan. A complete business plan should include a description of the following for the applicant:

- Business and Objectives;
- Location, Facilities and Equipment;
- Market and Competitive Analysis;
- Management and Organization;
- Products and Services;
- Marketing Plan and Sales Strategy;
- Funding; and
- Financial Projections.

The applicant may include cross references to other sections of the application to reference the applicant's (a) short and long term business objectives; (b) the proposed marketing, advertising and business promotion plan for the facility; (c) planned capital investment in the City of Pontiac; (d) expected job creation; (e) community education plans; and (f) charitable plans and strategies. These items may be considered as part of the applicant's business plan.

Application Page 8

Capital Investment (Sec. 8(c)(10))

The applicant must describe the planned tangible capital investment in the City of Pontiac, including (i) detail related to the number and nature of proposed medical marihuana facilities (including if the applicant is applying for a stacked license or if the applicant plans to apply for future licenses) and (ii) whether the locations of such facilities will be owned or leased. In describing the planned capital investment in the City, the applicant should also describe its investment in the location (e.g., purchase price of the location or monthly/annual rent and proposed investment in improvements at the location).

Application Page 9

Financial Structure and Financing (Sec. 8(c)(12))

The applicant must describe the financial structure and the financing of the proposed medical marihuana facility. Graphical images are acceptable, so long as the entities or individuals referenced on the graph have been identified in the application.

The financial structure should include the structure of the applicant's sources of financing, including owners' equity, short and long-term debt and liabilities, and accounts payable. The financial structure should show the applicant's debt-equity ratio and all debt or equity investors in the proposed medical marihuana facility. Failure to include a detailed explanation of how and by whom the facility will be financed may result in the application being delayed or rejected.

Application Page 10

Business Goals (Sec. 8(c)(13))

The applicant must describe its short-term and long-term business goals and objectives for the proposed medical marihuana facility.

The applicant's business goals and objectives should be specific and measurable. Goals are statements of the applicant's desired achievements, while objectives are specific steps or actions the applicant can/will take to reach a particular goal. The applicant's goals and objectives should be separately identified, and the goals should support the applicant's proposed business plan. Goals can be in areas such as sales, profitability, product range, community outreach, efficiency and customer service/approval, with a range of objectives to meet such goals.

Application Page 11

Marketing Plan (Sec. 8(c)(9))

The applicant must submit a proposed marketing, advertising, and business promotion plan for the proposed medical marihuana facility. The proposed plan should describe all the means and methods of

promoting the proposed medical marihuana facility, including which marketing strategies the applicant will implement, such as:

- e-mail marketing;
- attending industry related events and conferences;
- become a member of business and industry associations (local, state and/or national);
- online advertising;
- direct communication with other licensed medical marihuana facilities;
- development of a website or social media accounts; and
- sponsorship or establishment of community programs.

The plan should acknowledge that all advertising, marketing, signs and materials will comply with state laws and any Pontiac City ordinances.

The attached marketing, advertising, and business promotion plan should be clearly labelled “Sec. 8(c)(9)”.

The City of Pontiac has a vested interest in ensuring each applicant has a proper plan to track marihuana. The State of Michigan requires that any facility must be identified and tracked in the statewide monitoring system, METRIC.

Inventory and Recordkeeping Plan (Sec. 8(c)(22))

The applicant must submit a proposed inventory and recordkeeping plan consistent with the requirements of LARA. The plan should identify the following:

- How the applicant will keep records;
- What specific information will be reported on the METRIC system (e.g., the applicant should report lot and batch information throughout the entire chain of custody);
- How the applicant will identify inventory discrepancies;
- How the applicant will tag, batch, label and log information into the METRIC system; and
- How marihuana will be stored at the facility.

The attached inventory and recordkeeping plan should be clearly labelled “Sec. 8(c)(22)”.

Minimum Capitalization Requirement (Sec. 8(c)(24))

The applicant must verify that it has met the minimum capitalization consistent with the requirements of LARA Rule 12. To satisfy this requirement, the applicant must submit Certified Public Accountant (CPA) attested financial statements consistent with the requirements of LARA Rule 12 validating the capitalization amounts and sources.

The attached CPA attested financial statements should be clearly labelled “Sec. 8(c)(24)”.

ECONOMIC BENEFITS

Application Page 12

Economic Benefit (Sec. 8(c)(11))

The applicant must provide an explanation of the economic benefits to the City of Pontiac and the job creation to be achieved by the proposed medical marihuana facility, including: (i) the number and types of jobs the medical marihuana facility is expected to create; (ii) the amount and type of compensation expected to be paid for such jobs; and (iii) the projected annual budget and revenue of the medical marihuana facility.

COMMUNITY DEVELOPMENT

Application Page 13

Community Outreach and Education (Sec. 8(c)(15))

The applicant must describe its proposed community outreach and education strategies. This should include specific steps that the applicant intends to take with regard to community outreach and education.

Community outreach and education initiatives can include, but are not limited to, the following:

- reaching out to local homeowner associations, neighborhood associations, community groups, businesses and/or property owners within a reasonable proximity of the proposed facility to request a meeting with representatives and provide information about the facility; applicants who contact homeowner's associations, neighborhood associations, community groups, businesses and/or property owners should include the name of the association/business/owner and contact person if meetings have been scheduled;
- description of the applicant's plan for responding to community concerns; and
- partnering with neighborhood associations and/or community groups or sponsoring events for neighborhood associations and/or community groups (if this is part of your efforts, please describe in detail which organizations you intend to partner with or have committed partnerships or sponsorships and how that will further your community outreach).

Regarding this section, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of this application and award points based on quality, quantity, and duration of such pledged benefits.

If an applicant does not pledge community benefits, the applicant will receive a zero (0) score for this section.

PLANNING (FACILITY)

The applicant must make several submissions related to the physical location of the proposed medical marihuana facility. **All attachments must be clearly labelled with the applicable Ordinance section.**

Application Page 14

Pontiac City Clerk's Office
47450 Woodward Avenue, Pontiac, MI 48342
PHONE: (248) 758-3200 FAX: (248) 758-3160

Floor Plan (Sec. 8(c)(18))

The applicant must submit a floor plan of the proposed medical marihuana facility consistent with the requirements of the City of Pontiac Zoning Ordinance, Section 6.208.

Scale Diagram (Sec. 8(c)(19))

The applicant must submit a scale diagram illustrating the property upon which the proposed medical marihuana facility is to be operated, including all available parking spaces and specifying which parking spaces are handicapped-accessible.

Such scale diagram must be in the form of a property survey prepared by a licensed professional surveyor.

Signage (Sec. 8(c)(20))

The applicant must submit a depiction of any proposed text or graphic materials that will be shown on the exterior of the proposed medical marihuana facility.

Facility Sanitation Plan (Sec. 8(c)(21))

The applicant must submit a facility sanitation plan that describes how waste will be stored and disposed and how marihuana will be rendered unusable upon disposal at the proposed medical marihuana facility. Such facility sanitation plan must comply with all laws, including any guidelines published by LARA.

Location Map (Sec. 8(c)(27))

The applicant must submit a location map that identifies the relative locations of, and distances from, the nearest school, childcare center, public park containing playground equipment, or religious institution. Per Section 3.11010 – Buffer Distance Restrictions, of the City of Pontiac’s Medical Marihuana Zoning Ordinance #2363, the measurement must be taken 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, or, for a public park, from the playground equipment nearest the contemplated location, and from the primary point of ingress to the contemplated location.

Such location map must be in the form of a survey map prepared by a licensed professional surveyor.

<u>PATIENT EDUCATION</u>

In this section the applicant must provide specific information regarding training and education of its staff and patient education and substance abuse awareness initiatives.

Application Page 15

Staff Training and Education (Sec. 8(c)(5))

The applicant must describe the training and education that the applicant will provide to all of its employees.

Training and education should include courses about the regulations of marihuana and employee manuals and other materials that include, but are not limited to, employee safety procedures, employee guidelines, security protocol, and educational training, including, but not limited to, marihuana product information, dosage and daily limits. Employee training and education is not and should not be limited to marihuana related matters. Applicants are encouraged to describe other training and educational opportunities they may offer their employees.

Application Page 16

All attachments must be clearly labelled with the applicable Ordinance section.

Patient Education Plan (Sec. 8(c)(28))

The applicant must describe the educational materials and information that will be provided to or available to patients at the facility.

Information should be provided verbally and in writing and include information regarding the risks and benefits of medical marihuana usage, scientific publications or brochures from medical organizations regarding the health risks and recommended dosages, and materials regarding the risks of impairment and addiction.

- patient education classes with experts in the marihuana or cannabis industry to help Pontiac residents understand the uses, regulations and concerns surrounding marihuana;
- patient support groups conducted by medical professionals or peer led groups;

Description of Drug and Alcohol Awareness Programs (Sec. 8(c)(29))

The applicant must describe its plan for providing and/or making available to the public drug and alcohol awareness programs.

Applicant should describe the frequency with which it intends to host drug or alcohol awareness programs, including identification of the individuals who will provide information regarding potential risks and addictions, if it intends to host such programs on-site; identify the channels through which it intends to disseminate awareness information; or describe its plan for engaging in partnerships with community organizations to provide referrals to drug and alcohol awareness programs.

<u>LAND USE</u>

In this section the applicant must provide specific information regarding the proposed facility's integration into the surrounding community and mitigation of risks and hazards to neighborhood residents.

Application Page 17

Detriment to Resident Safety (Sec. 9(f)(2))

The applicant must explain whether the proposed facility is anticipated to have any detrimental effects on resident safety and, if so, the applicant's plan for mitigating those safety risks, including any systems for communicating threats to neighborhood residents and plans for securing the facility area, such as

surveillance cameras, private security contracts, or agreements with local law enforcement for additional security patrols.

Application Page 18

Consistency with Land Use and Effect on Traffic Patterns (Sec. 9(f)(2))

The applicant must explain whether the proposed facility is consistent with the character and existing land use in the surrounding neighborhood, including any anticipated impact on neighborhood traffic flow and the applicant's plan to minimize disruptions to neighborhood residents' quality of life and to ensure that residents have continued ease of access to the area. The applicant should specifically describe the availability of parking near the facility and any partnerships with community organizations and/or law enforcement to minimize congestion and potential traffic and neighborhood hazards.

Application Page 19

Note to Applicant: (Sec. 9(b)(1)-(3); Sec. 17(3))

No application will be approved for a permit unless the proposed medical marihuana facility: (i) is in compliance with all state and local building, electrical, fire, mechanical and plumbing requirements; (ii) complies with the City of Pontiac zoning ordinance; and (iii) has been issued a certificate of occupancy and if necessary, a building permit.

The Waterford Regional Fire Department and Pontiac Building and Safety and Planning Divisions are tasked with reviewing the applicant's compliance with such requirements.

Also, no application will be approved for a permit unless the applicant is prequalified (step-one approval) for a State of Michigan medical marihuana facilities license by the Michigan Department of Licensing and Regulatory Affairs. While an applicant may submit its application to the Office of the City Clerk prior to receiving such prequalification, such applicant could not receive a permit unless it receives prequalification.

Application Page 20

This page of the application does not include any requirements of the applicant, but rather is for informational purposes only. This page provides the applicant with the relevant submission and review standards for the submissions required on pages 15 and 19 of the application, such as the floor plan and signage requirements.

Below are applicable standards (PLEASE NOTE THAT THE BELOW IS NOT A COMPLETE LIST OF APPLICABLE STANDARDS):

- All Medical Marihuana Facilities must meet the following applicable Building Codes: (i) Michigan Building Code 2015; (ii) Michigan Mechanical 2015; (iii) Michigan Plumbing Code 2015; and (iv) National Electrical Code 2017
- Applicants shall be required to obtain permits for build out of medical marihuana facilities – such permits may include: (i) Building; (ii) Electrical; (iii) Mechanical; (iv) Plumbing; (v) Fire Alarm (Security System); and (vi) Fire Suppression

- Applicable Medical Marihuana Facilities must meet applicable requirements of the International Fire Code 2015 edition and National Fire Protection Association (NFPA) standards (including NFPA 1 2018)
- Applicants are subject to Property Maintenance Code 2015, Section 107.5
- Review of Medical Marihuana Applications by the City of Pontiac Planning Division; without limitation, review of permits is subject to the following provisions of the Pontiac Zoning Ordinance:
 - Uses Permitted by District: Articles 2, Chapter 2
 - Dimensional and Development Standards for Zoning District: Article 2, Chapter 3
 - Frontage Design Standards: Article 2, Chapter 4
 - Dimension & Development Standards for Specific Uses: Article 2, Chapter 5
 - Special Purpose Zoning Districts: Article 3, Chapter 11
 - General Provision: Article 4
 - Accessory Structures and Fences: Chapter 1
 - General Standards: Chapter 2
 - Parking: Chapter 3
 - Landscaping & Buffering: Chapter 4
 - Exterior Lighting: Chapter 5
 - Performance Standards: Chapter 7
 - Signs: Article 5
 - Site Plan Review: Article 6, Chapter 3
 - Special Exception Permit Review: Article 6, Chapter 3
 - Variances & Appeals: Article 6, Chapter 4
 - Permits, Fees, Violations and Penalties: Article 6, Chapter 7
 - Zoning Text & Map Amendments: Article 6, Chapter 8
 - Public Hearing Procedures: Article 6, Chapter 9
 - Definitions: Article 7, Chapter 1, 2 & 3

COMMUNITY IMPACT

In this section the applicant must provide specific information regarding the proposed facility's efforts to conduct community outreach and minimize traffic, noise, and odor effects.

Application Page 21

Community Outreach and Minimization of Traffic, Noise, and Odors (Sec. 9(f)(3))

The applicant must describe its efforts to address anticipated community concerns regarding increased noise, odors, and traffic as a result of the facility, including specific strategies to make managers available to address concerns and any technologies that the applicant intends to utilize to mitigate noise and odors.

MANAGERIAL RESOURCES

In this section the applicant must provide specific information regarding the applicant's ability to operate the proposed facility in compliance with applicable laws and regulations.

Application Page 22

Record of Detrimental Acts (Sec. 9(f)(4))

The applicant must disclose and describe whether it or any of its stakeholders have a record of acts detrimental to the public health, security, safety, morals, good order, or general welfare. This inquiry should be broadly construed and should not be limited to criminal charges or convictions. For each such act, the applicant should disclose the date of the act, the factual background, the resolution of the incident, and any discipline imposed.

FINANCIAL RESOURCES

In this section the applicant must provide specific documentation regarding the applicant's financial resources and sustainability. *All attachments must be clearly labelled with the applicable Ordinance section.*

Application Page 23

Financial Resources (Sec. 9(f)(5))

The applicant must submit documentation sufficient to reasonably and tangibly demonstrate that it possesses sufficient financial resources to fund, and the requisite business experience to execute, the submitted business plan and other plans required by this application. Suggested documentation includes verified financial statements, bank statements, resumes or other employment records, and tax returns.

If the applicant has received and submits its pre-qualification letter from the State with its application, the applicant and its stakeholders need not submit copies of financial statements or tax returns.

JOB CREATION

In this section the applicant must provide specific information regarding the applicant's anticipated job creation and the details of each position.

Application Page 24

Anticipated Job Creation (Sec. 9(f)(6))

The applicant must identify the job creation to be achieved by the proposed medical marihuana facility, including: (i) the number of full-time and part-time positions the medical marihuana facility is expected to create; (ii) the hourly wages or salaries to be paid for such jobs; (iii) any plans and strategies to attract and hire employees from the City of Pontiac; and (iv) whether the applicant plans to provide employee health and welfare benefit plans, including, but not limited to, sick leave, maternity leave, and paternity leave.

PHILANTHROPIC & COMMUNITY IMPROVEMENT

Application Page 25

Charitable Plans (Sec. 8(c)(16), 9(f)(7))

The applicant must describe its proposed charitable plans, whether through financial donations or volunteer work. The applicant should list which charitable organizations it plans to volunteer or work with and/or donate to, and the details of such proposed relationship.

With regards to charitable plans, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the commitment, quality, duration, community support, and amount pledged of such pledged benefits.

If an applicant does not pledge community benefits, the applicant will receive a zero (0) score for this section.

COMMUNITY BENEFITS

Application Page 26

As part of the scoring and ranking of provisioning center applications, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the commitment, quality, duration, community support, and amount of such pledged benefits.

If an applicant does not pledge community benefits, that applicant will receive a score of zero (0) in the following categories/subcategories of such applicant's provisioning center application scoring: (i) Content and Sufficiency of the Information, Part D (Community Development Subcategory) (10 possible points); and (ii) Philanthropic and Community Improvement (10 possible points).

PHYSICAL IMPROVEMENTS

In this section the applicant must provide documentation regarding the proposed medical marihuana facility's specific physical location in the community and proximity to other structures. **All attachments must be clearly labelled with the applicable Ordinance section.**

Application Page 28

Proximity to Other Structures (Sec. 9(f)(8))

Per Section 3.11010 – Buffer Distance Restrictions, of the City of Pontiac's Medical Marihuana Zoning Ordinance #2363, the applicant must submit documentation showing the proximity of the proposed medical marihuana facility to other structures, including (a) whether the proposed medical marihuana facility is more than 1,000 feet from an operational public or private school, and (b) more than 500 feet from an operational commercial childcare organization (non-home occupation) that is licensed or registered with the State of Michigan Department of Health and Human Services or its successor agency,

a public park with playground equipment, or a religious institution that is defined as tax exempt by the city assessor.

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, or from the playground equipment in a public park, and from the primary point of ingress to the contemplated location.

PONTIAC TREASURY INFORMATION REQUEST

Application Page 28

The applicant must complete the Pontiac Treasury Information Request for the applicant and each stakeholder.

The following information is required:

- General Information:
 - Name
 - Address
 - Phone Number
 - Social Security Number
 - Driver License Number
 - Date of Birth (month/day/year) (e.g., 06/20/1990)
- Employer/Business Information
 - Corporate Name
 - Doing Business As
 - Address
 - Phone Number
 - FEIN
- Do you owe the City of Pontiac Money for any reason: Yes or No, if yes, provide a reason
- Name of any Pontiac area business in which your ownership participation exceeds 25%

<u>AFFIDAVIT AND SIGNATURE</u>

Application Page 30

The applicant is asked to check each box for the attestations on this page indicating that: (i) neither the applicant nor any stakeholder of the applicant is in default to the City of Pontiac (Sec. 8(c)(23)); (ii) the applicant agrees to indemnify the City of Pontiac and the applicant acknowledges that marihuana is currently subject to federal laws (Sec. 8(c)(26)); (iii) the applicant has read the application and discussed it with counsel; and (iv) the applicant consents to inspections required by reason of the application.

The applicant must then sign and date the application on this page.

Failure to check every box on this page or sign and date the application may result in the application being delayed or denied.

APPEAL RIGHTS

Application Pages 30 and 31

Any applicant aggrieved by the denial of a permit may appeal to the Pontiac City Clerk, who shall appoint a hearing officer to hear and evaluate the appeal and make a recommendation to the Pontiac City Clerk. Such appeal shall be taken by filing with the Pontiac City Clerk, **within fourteen (14) days** after notice of the action complained of has been mailed to the applicant's last known address on the records of the Pontiac City Clerk, a written statement setting forth fully the grounds for the appeal. The Pontiac City Clerk shall review the report and recommendation of the hearing officer and make a decision on the matter. The Pontiac City Clerk's decision may be further appealed to the medical marihuana commission if applied for in writing to the medical marihuana commission **no later than thirty (30) days** after the Pontiac City Clerk's decision.

Any decision by the medical marihuana commission on an appeal shall be final for purposes of judicial review. The medical marihuana commission shall review and decide all appeals that are forwarded to it by the Pontiac City Clerk under the Ordinance, and the medical marihuana commission shall review all appeals de novo. The medical marihuana commission shall only overturn a decision or finding of the Pontiac City Clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material, substantial, and competent facts on the whole record considered by the Pontiac City Clerk in arriving at such decision or finding.

PROCESS FOR APPEAL

Pontiac City Clerk makes decision on application



Applicant submits written appeal to Pontiac City Clerk within 14 days.



Pontiac City Clerk appoints hearing officer to hear and evaluate appeal.



Applicant can present additional clarifying information or evidence that the applicant believes should be considered in assessing its application.



Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.



Applicant may submit further written appeal to medical marihuana commission within 30 days.

**Cesar Chavez
Overlay District
Provisioning
Center
Application**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being denied.

PLEASE TYPE ONLY.

OFFICE USE ONLY

Application Number _____

Date Rec'd _____

Fee Rec'd _____

Receipt # _____

Applicant Name _____



CITY OF PONTIAC
MEDICAL MARIHUANA FACILITY
CESAR CHAVEZ OVERLAY DISTRICT
PROVISIONING CENTER PERMIT APPLICATION



One Year Permit Term

Applications must be submitted to the
Office of the City Clerk
47450 Woodward Avenue, Pontiac, MI 48342
Monday-Friday 9:00 a.m.-4:00 p.m.

**DURING THE 21-DAY APPLICATION PERIOD,
JANUARY 6, 2020 THROUGH
JANUARY 27, 2020 ONLY**

**No Applications Will Be Accepted After
January 27, 2020.**

**The City Will Award No More Than Five (5)
Permits to Operate Provisioning Centers
in C-3, M-1, and M-2 zoned properties in the
Cesar Chavez Overlay District**

(PONTIAC ORDINANCE #2357B "CITY OF PONTIAC MEDICAL MARIHUANA FACILITIES ORDINANCE")

REVIEW AND FOLLOW THE "MEDICAL MARIHUANA FACILITY PERMIT APPLICATION INSTRUCTIONS FOR PROVISIONING CENTER APPLICATIONS" WHEN COMPLETING THIS APPLICATION

If an Applicant does not meet the required zoning for the overlay district, the application will not be scored and ranked. Each applicant will be scored in each of the following eight categories:

	Category	Max. Points	Ordinance Section
1	Content and Sufficiency <ul style="list-style-type: none"> • <i>Background Information</i> (up to 5 points) • <i>Financial Background</i> (up to 10 points) • <i>Economic Benefits</i> (up to 10 points) • <i>Community Development</i> (up to 10 points) • <i>Planning (Facility)</i> (up to 10 points) • <i>Patient Education</i> (up to 5 points) 	50	§9(f)(1)
2	Land Use	20	§9(f)(2)
3	Community Impact	10	§9(f)(3)
4	Managerial Resources	10	§9(f)(4)
5	Financial Resources	10	§9(f)(5)
6	Job Creation	10	§9(f)(6)
7	Philanthropic and Community Improvement	10	§9(f)(7)
8	Physical Improvements	10	§9(f)(8)
	TOTAL POSSIBLE SCORE	130	

In order to receive the maximum amount of points for pre-qualification with the State of Michigan in the categories of Managerial Resources and Financial Resources, the applicant must have received its pre-qualification prior to submitting its application to the City of Pontiac.

FOR A DETAILED EXPLANATION OF THE SCORING CRITERIA, PLEASE SEE THE CITY OF PONTIAC MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA GUIDE.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

APPLICATION CHECKLIST

- ☐ \$5,000 Application Fee (NON-REFUNDABLE) (Certified Check payable to the City of Pontiac)
- ☐ One (1) Original and Four (4) Copies of Completed Typed Application
- ☐ All Attachments Properly Labeled with Ordinance Section Reference
- ☐ If applicable, State of Michigan pre-qualification letter enclosed.

Content and Sufficiency of Information

Background Information

- ☐ Complete Applicant Information with Each Item Clearly Identified (Sec. 8(c)(1), (3))
- ☐ If Applicant is a Corporation, LLC, LLP or Other Entity - Organizational Documentation (Sec. 8(c)(2), (4))
- ☐ Proposed Ownership Structure of the Entity that Identifies the Ownership Percentage Held by Each Stakeholder (Sec. 8(c)(7))
- ☐ Current Organization Chart that Includes Position Descriptions and the Names of Each Person Holding such Position (Sec. 8(c)(8))
- ☐ Criminal Background Reports of the Applicant and the Applicant's Stakeholders Dated within 30 Days of the Date of the Application (Sec. 8(c)(14))
- ☐ Security Plan Consistent with the Requirements of LARA Rule 35 (Sec. 8(c)(17))
- ☐ Proof of Premises Liability and Casualty Insurance Consistent with the Requirements of LARA Rule 11 (Sec. 8(c)(25))

Financial Background

- ☐ Proposed Business Plan (Sec. 8(c)(6))
- ☐ Proposed Marketing, Advertising and Business Promotion Plan for the Proposed Medical Marihuana Facility (Sec. 8(c)(9))
- ☐ Description of Planned Tangible Capital Investment in the City of Pontiac (Sec. 8(c)(10))
- ☐ Description of the Financial Structure and Financing of the Proposed Medical Marihuana Facility (Sec. 8(c)(12))
- ☐ Short-Term and Long-Term Business Goals and Objectives for the Proposed Medical Marijuana Facility (Sec. 8(c)(13))
- ☐ Inventory and Recordkeeping Plan Consistent with the Requirements of LARA (Sec. 8(c)(22))
- ☐ Verification that the Applicant has a Minimum Capitalization Consistent with the Requirements of LARA Rule 12 (Sec. 8(c)(24))

Economic Benefits

- ☐ Explanation of the Economic Benefits to the City of Pontiac and Job Creation to be Achieved (Sec. 8(c)(11))

Community Development

- ☐ Description of Proposed Community Outreach and Education Strategies (Sec. 8(c)(15))

Planning (Facility)

- ☐ Floor Plan of the Proposed Medical Marihuana Facility Consistent with Requirements of Section 6.208 of the City of Pontiac Zoning Ordinance (Sec. 8(c)(18))
- ☐ Scale Diagram Illustrating the Property Upon Which the Proposed Medical Marihuana Facility is to be Operated, Including all Available Parking Spaces and Specifying Which Parking Spaces are Handicapped Accessible (Sec. 8(c)(19))
- ☐ Depiction of any Proposed Text or Graphic Materials to be Shown on Exterior of Proposed Medical Marihuana Facility (Sec. 8(c)(20))
- ☐ Facility Sanitation Plan (Sec. 8(c)(21))
- ☐ Location Map that Identifies the Relative Locations of, and Distances from, the Nearest School, Childcare Center, Public Park containing Playground Equipment, or Religious Institution (Sec. 8(c)(27))

Patient Education

- ☐ Description of Employee Training and Education (Sec. 8(c)(5))
- ☐ Plan for Patient Education Program Consistent with the Requirements of LARA (Sec. 8(c)(28))
- ☐ Description of Drug and Alcohol Awareness Programs (Sec. 8(c)(29))

Land Use

- ☐ Description of Impact on Resident Safety (Sec. 9(f)(2))
- ☐ Description of Impact on Traffic Patterns and Consistency with Neighborhood Land Use (Sec. 9(f)(2))
- ☐ Compliance with All State and Local Building, Electrical, Fire, Mechanical and Plumbing Requirements (Sec. 9(b)(1))
- ☐ Compliance with the Zoning Ordinance (Sec. 9(b)(2))
- ☐ Facility has been Issued a Certificate of Occupancy and, if Necessary, a Building Permit (Sec. 9(b)(3))

Community Impact

- ☐ Description of Planned Outreach on Behalf of Facility Including Plans to Eliminate Traffic, Noise, and Odor Effects (Sec. 9(f)(3))

Managerial Resources

- ☐ Record of Acts Detrimental to the Public Health, Security, Safety, Morals, Good Order, or General Welfare (Sec. 9(f)(4))

Financial Resources

- ☐ Reasonable and Tangible Demonstration of Sufficient Financial Resources and Business Experience to Execute Business Plans (Sec. 9(f)(5))

Job Creation

- ☐ Number of Full-Time and Part-Time Positions To Be Created, Hourly Wages and Salaries; Plans to Attract Employees from City of Pontiac, and Health and Welfare Benefits (Sec. 9(f)(6))

Philanthropic and Community Improvement

- ☐ Description of the Proposed Charitable Plans (Sec. 8(c)(16), (9)(7))

Community Benefits

- ☐ If an Applicant Intends to Pledge Community Benefits, Please Describe the Benefits in Detail.

Physical Improvements

- ☐ Proximity to Other Structures, Including 1,000 Feet from School and 500 Feet from Daycare, Public Park, or Religious Institution (Sec. 9(f)(8))

Affidavit and Signature

- ☐ Affidavit that Neither the Applicant nor any Stakeholder is in Default to the City of Pontiac (Sec. 8(c)(23))
- ☐ Signed Acknowledgement that Marihuana Use, Cultivation, Possession, Dispensing, Testing, Transporting and Distribution Are Subject to Federal Law, and Indemnification of the City of Pontiac (Sec. 8(c)(26))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

BACKGROUND INFORMATION

Establishment Information

☐ Provisioning Center

Name of Establishment		Establishment Phone Number	
Establishment Address	City	State	Zip

Establishment is: ☐ Owned ☐ Leased

Applicant Type

☐ Individual ☐ Corporation ☐ LLC ☐ LLP ☐ Other _____

Applicant Information

Applicant Name		Date of Birth (if individual) (month/day/year)/EIN (if entity):	
Phone Number		Secondary Phone Number (if available)	
Applicant Address	City	State	Zip
Applicant Email Address			

(Sec. 8(c)(1), (3))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

BACKGROUND INFORMATION (cont.)

Stakeholder Information – Corporations, LLCs, LLPs and other non-individual entity applicants must complete this sheet for every Stakeholder (the officers, directors, and managerial employees of an applicant and any persons who hold any direct or indirect ownership interest in the applicant). THE FIRST STAKEHOLDER LISTED BELOW WILL BE THE DESIGNATED CONTACT FOR THE APPLICANT. *Make additional copies as needed.*

Name (DESIGNATED CONTACT)		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

Name		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

Name		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

(Sec. 8(c)(1))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

BACKGROUND INFORMATION (cont.)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Entity Information:

- If the applicant is a corporation, LLC, LLP or other entity, the applicant must attach the entity organizational documentation, including:
 - Articles of incorporation or organization of the Applicant **(Attachment Label: Sec. 8(c)(2))**
 - Bylaws or operating agreement of the Applicant **(Attachment Label: Sec. 8(c)(4))**
- Submit documentation that describes the proposed ownership structure of the entity and that identifies the ownership percentages held by each stakeholder **(Attachment Label: Sec. 8(c)(7))**
- Submit a current organization chart that includes position descriptions and the names of each person holding such position **(Attachment Label: Sec. 8(c)(8))**

Applicant must also make the following submissions for its proposed operations:

- Security plan for proposed medical marihuana facility consistent with the requirements of LARA Rule 35 **(Attachment Label: Sec. 8(c)(17))**
- Proof of premises liability and casualty insurance consistent with the requirements of LARA Rule 11 **(Attachment Label: Sec. 8(c)(25))**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>BACKGROUND INFORMATION (cont.)</u>
--

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(14)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

CRIMINAL BACKGROUND

Applicant must make the following submission for review of applicable criminal background history:

- Criminal background reports of the applicant's and the applicant's stakeholders' criminal history dated within 30 days of the date of this application (**Attachment Label: Sec. 8(c)(14)**)
 - Such report shall be obtained through Internet Criminal History Access Tool (ICHAT) for applicants residing in Michigan and/or through another state sponsored or authorized criminal history access source for applicants who reside in other states or who have resided in other states within 5 years prior to the date of this application.
 - Such reports must be obtained by applicant and attached to this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>FINANCIAL BACKGROUND</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(6)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(6))

Proposed business plan for the applicant.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>FINANCIAL BACKGROUND (cont.)</u>
--

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(10)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(10))

Describe the planned tangible capital investment in the City of Pontiac, including detail related to the number and nature of proposed medical marihuana facilities, and whether the locations of such facilities will be owned or leased. Attach a copy of the executed deed or lease to this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>FINANCIAL BACKGROUND (cont.)</u>
--

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(12)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(12))

Describe the financial structure and the financing of the proposed medical marihuana facility. Graphical images are acceptable, so long as the entities or individuals referenced on the graph have been identified in this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>FINANCIAL BACKGROUND (cont.)</u>
--

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(13)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(13))

Describe the short-term and long-term business goals and objectives for the proposed medical marihuana facility.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND (cont.)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(9)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Submit the following additional information:

- Proposed marketing, advertising and business promotion plan for the proposed medical marihuana facility (**Attachment Label: Sec. 8(c)(9)**)
- Inventory and recordkeeping plan consistent with the requirements of LARA (**Attachment Label: Sec. 8(c)(22)**)
- Verification that the applicant has a minimum capitalization consistent with the requirements of LARA Rule 12 (**Attachment Label: Sec. 8(c)(24)**)
 - Such verification shall be provided by submitting CPA attested financial statements documenting capitalization requirements.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>ECONOMIC BENEFITS</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(11)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(11))

Explain the economic benefits to the City of Pontiac and job creation to be achieved, including the number and type of jobs the medical marihuana facility is expected to create, the amount and type of compensation expected to be paid for such jobs, and the projected annual budget and revenue of the medical marihuana facility.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>COMMUNITY DEVELOPMENT</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(15)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Regarding this Section, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of this Application and award points based on the quality, quantity, and duration of such pledged benefits.

(Attachment Label: Sec. 8(c)(15))

Describe the applicant's proposed community outreach and education strategies.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>PLANNING (FACILITY)</u>

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(18)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed location:

- Floor plan of the proposed medical marihuana facility consistent with requirements of Section 6.208 of the City of Pontiac zoning ordinance (**Attachment Label: Sec. 8(c)(18)**)
- Scale diagram (in the form of a property survey prepared by a licensed professional surveyor) illustrating the property upon which the proposed medical marihuana facility is to be operated, including all available parking spaces and specifying which parking spaces are handicapped accessible (**Attachment Label: Sec. 8(c)(19)**)
- Depiction of any proposed text or graphic materials to be shown on the exterior of the proposed medical marihuana facility (**Attachment Label: Sec. 8(c)(20)**)
- Facility sanitation plan (**Attachment Label: Sec. 8(c)(21)**)
 - This plan must describe how waste will be stored and disposed and how marihuana will be rendered unusable upon disposal at the proposed medical marihuana facility.
- Location map (in the form of a survey map prepared by a licensed professional surveyor) that identifies the relative locations of, and distances from, the nearest school, childcare center, public park containing playground equipment, or religious institution (**Attachment Label: Sec. 8(c)(27)**)
 - Per Section 3.11010 – Buffer Distance Restrictions, of the City of Pontiac's Medical Marihuana Zoning Ordinance #2363, the measurement must be taken along the centerline of the street or street 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, or, for a public park, from the playground equipment nearest the contemplated location, and from the primary point of ingress to the contemplated location.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PATIENT EDUCATION

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(5)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(5))

Describe the training and education that the applicant will provide to all employees.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PATIENT EDUCATION (cont.)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(28)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed operations:

- Patient education plan (**Attachment Label: Sec. 8(c)(28)**)
- Plan for drug and alcohol awareness programs provided or arranged for by the applicant and available to public (**Attachment Label: Sec. 8(c)(29)**)

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(2))

Describe the applicant's plan for mitigating detriments to resident safety.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(2))

Describe the proposed facility's consistency with the land use for the surrounding neighborhood and its impact on traffic patterns.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE (cont.)

No application will be approved for a permit unless:

- The fire department and the departments of building and safety and planning or another relevant department have confirmed that the proposed location is in compliance with all state and local building, electrical, fire, mechanical and plumbing requirements **(Sec. 9(b)(1))**
- The departments of building and safety and planning or another relevant department has confirmed that the proposed location complies with the zoning ordinance **(Sec. 9(b)(2))**
- The proposed medical marihuana facility has been issued a certificate of occupancy and, if necessary, a building permit **(Sec. 9(b)(3))**
- The applicant is prequalified (step-one approval) for a State of Michigan medical marihuana facilities license by the Michigan Department of Licensing and Regulatory Affairs **(Sec. 17(3))**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE (cont.)

Note to Applicants: the submissions set forth on the previous page of this application and the medical marihuana facility are subject to the following submission and review standards (PLEASE NOTE THAT THE BELOW IS NOT A COMPLETE LIST OF APPLICABLE STANDARDS):

- All medical marihuana facilities must meet the following applicable building codes: (i) Michigan Building Code 2015; (ii) Michigan Mechanical 2015; (iii) Michigan Plumbing Code 2015; and (iv) National Electrical Code 2017
- Applicants shall be required to obtain permits for build out of medical marihuana facilities – such permits may include: (i) Building; (ii) Electrical; (iii) Mechanical; (iv) Plumbing; (v) Fire Alarm (Security System); and (vi) Fire Suppression
- Applicable medical marihuana facilities must meet applicable requirements of the International Fire Code 2015 edition and National Fire Protection Association (NFPA) standards (including NFPA 1 2018)
- Applicants are subject to Property Maintenance Code 2015, Section 107.5
- Review of medical marihuana applications by the City of Pontiac planning division; without limitation, review of permits is subject to the following provisions of the Pontiac zoning ordinance:
 - Uses Permitted by District: Articles 2, Chapter 2
 - Dimensional and Development Standards for Zoning District: Article 2, Chapter 3
 - Frontage Design Standards: Article 2, Chapter 4
 - Dimension & Development Standards for Specific Uses: Article 2, Chapter 5
 - Special Purpose Zoning Districts: Article 3, Chapter 11
 - General Provision: Article 4
 - Accessory Structures and Fences: Chapter 1
 - General Standards: Chapter 2
 - Parking: Chapter 3
 - Landscaping & Buffering: Chapter 4
 - Exterior Lighting: Chapter 5
 - Performance Standards: Chapter 7
 - Signs: Article 5
 - Site Plan Review: Article 6, Chapter 3
 - Special Exception Permit Review: Article 6, Chapter 3
 - Variances & Appeals: Article 6, Chapter 4
 - Permits, Fees, Violations and Penalties: Article 6, Chapter 7
 - Zoning Text & Map Amendments: Article 6, Chapter 8
 - Public Hearing Procedures: Article 6, Chapter 9
 - Definitions: Article 7, Chapter 1, 2 & 3

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

COMMUNITY IMPACT

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(3)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(3))

Describe the applicant's planned outreach on behalf of the facility, including plans to eliminate or minimize traffic, noise, and odor effects.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>MANAGERIAL RESOURCES</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(4)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(4))

For the applicant and for each stakeholder, disclose and describe any record of acts detrimental to the public health, security, safety, morals, good order, or general welfare.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>FINANCIAL RESOURCES</u>

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 9(F)(5)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed operations:

- Reasonable and tangible demonstration of sufficient financial resources and business experience to execute business plan
- Description of allocation of financial resources to each phase of business plan
- Anticipated reinvestment of profits into business
- Copies of financial statements of applicant and primary stakeholders for last twelve months*
- Copies of tax returns of applicant and primary stakeholders for last three years*
- Managerial history of key stakeholders and managers, including copies of resumes
- CPA attestation of network or bank statements

(Attachment Label: Sec. 9(f)(5))

***Note: If the applicant has received and submits its pre-qualification letter from the State with its application, the applicant and its stakeholders need not submit copies of financial statements or tax returns.**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

JOB CREATION

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(6)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(6))

Identify the number of full-time and part-time positions the applicant intends to create; the hourly wages or salaries the applicant intends to pay employees; any plans and strategies to attract and hire employees from the City of Pontiac; and whether the applicant plans to provide employee health and welfare benefit plans, including, but not limited to, sick leave, maternity leave, and paternity leave.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PHILANTHROPIC AND COMMUNITY IMPROVEMENT
--

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(c)(16)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Regarding this Section, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the commitment, quality, duration, community support and amount pledged of such pledged benefits.

(Attachment Label: Sec. 8(c)(16), 9(f)(7))

Describe the proposed charitable plans of the applicant, whether through financial donations or volunteer work.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>COMMUNITY BENEFITS</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (COMMUNITY BENEFITS); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Community Benefits)

In evaluating and scoring applications, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the commitment, quality, duration, community support, and amount pledged of such pledged benefits.

If an applicant does not pledge community benefits, that applicant will receive a score of zero (0) in the following categories/subcategories of this Application's scoring: (i) Content and Sufficiency of the Information, Part D (Community Development Subcategory) (10 possible points); and (ii) Philanthropic and Community Improvement (10 possible points).

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

COMMUNITY BENEFITS (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (COMMUNITY BENEFITS AGREEMENT); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Community Benefits)

If you intend to pledge Community Benefits to the community, please describe the benefits that you have pledged to provide in the City of Pontiac. This would include the pledges you made under *Content and Sufficiency of Information, Part D (Community Development Subcategory)* and *Philanthropic and Community Improvement*.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PHYSICAL IMPROVEMENTS

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 9(F)(8)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must submit documentation of the following:

- Per Section 3.11010 – Buffer Distance Restrictions, of the City of Pontiac’s Medical Marihuana Zoning Ordinance #2363, proximity of the proposed medical marihuana facility to other structures, including
 - Whether the proposed medical marihuana facility is more than 1,000 feet from an operational public or private school, and
 - More than 500 feet from an operational commercial childcare organization (non-home occupation) that is licensed or registered with the State of Michigan Department of Health and Human Services or its successor agency, a public park with playground equipment, or a religious institution that is defined as tax exempt by the city assessor.
 - 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, or from the playground equipment in a public park, and from the primary point of ingress to the contemplated location (**Attachment Label: Sec. 9(f)(8)**)

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

COMPLETE FOR APPLICANT AND EACH STAKEHOLDER

PONTIAC CITY TREASURER'S OFFICE
47450 Woodward Ave - 1st Floor
Pontiac, MI 48342
(248) 758-3272 FAX (248) 758-3177

PONTIAC TREASURY INFORMATION REQUEST

Name: _____

Home Address: _____

Since: _____

Daytime Phone Number: _____

Social Security #: _____

Driver's License #: _____

Date of Birth (month/day/year): _____

Employer/Business Information

Corporate Name: _____

Doing Business As: _____

Address: _____

Since: _____

Business Phone #: _____

Federal Employer Identification #: _____

Do you, or any of these businesses, owe the City money for any reason? Yes _____ No _____

If Yes, for what reason? _____

Name of any other Pontiac area business in which your ownership participation exceeds 25%: _____

Signature _____

Date _____

AFFIDAVIT AND SIGNATURE

- ☐ I swear and affirm that neither I, the applicant, nor any stakeholder of the applicant, is in default to the City of Pontiac, including for failure to pay any property taxes, special assessments, fines, fees or other financial obligations to the City. (Sec. 8(c)(23))
- ☐ I acknowledge that I, the applicant, understand that all matters related to marihuana cultivation, possession, dispensing, testing, transporting, distribution and use are currently subject to Federal laws, and that the approval of a permit hereunder does not exonerate or exculpate the applicant from exposure to any penalties associated therewith. Further, the applicant completely releases and forever discharges the City of Pontiac and its respective employees, agents, facilities, insurers, indemnors, successors, heirs and/or assigns from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory or recovery, which the applicant or its stakeholders may now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way arise out of the applicant or stakeholders' application for a permit and, if issued a permit, the applicant or stakeholders' operation of a medical marihuana facility. (Sec. 8(c)(26))
- ☐ I, the applicant, have read and am fully aware of all plans and details listed in this application, and have been provided the opportunity to discuss its contents with any applicable professionals, including but not limited to an attorney of my choosing.
- ☐ I, the applicant, consent to inspections, examinations, searches and seizures required or undertaken in relation to this application or the City of Pontiac Medical Marihuana Facilities Ordinance, including without limitation any criminal and financial background checks.

I swear and affirm, under the penalties of perjury, that the information and statements set forth in this application, including all attachments hereto, are true and complete.

Printed Name: _____ Signature: _____

Address: _____ Date: _____

Subscribed & sworn to before me this ____ day of _____ 20____

Notary Signature _____

Printed Name _____ My Commission Expires _____

Notary Public, _____ County, MI Acting in the County of _____

APPEAL RIGHTS

Any applicant aggrieved by the denial of a permit may appeal to the Pontiac City Clerk, who shall appoint a hearing officer to hear and evaluate the appeal and make a recommendation to the Pontiac City Clerk. Such appeal shall be taken by filing with the Pontiac City Clerk, **within fourteen (14) days** after notice of the action complained of has been mailed to the applicant's last known address on the records of the Pontiac City Clerk, a written statement setting forth fully the grounds for the appeal. The Pontiac City Clerk shall review the report and recommendation of the hearing officer and make a decision on the matter. The Pontiac City Clerk's decision may be further appealed to the medical marihuana commission if applied for in writing to the medical marihuana commission **no later than thirty (30) days** after the Pontiac City Clerk's decision.

Any decision by the medical marihuana commission on an appeal shall be final for purposes of judicial review. The medical marihuana commission shall review and decide all appeals that are forwarded to it by the Pontiac City Clerk under the Ordinance, and the medical marihuana commission shall review all appeals de novo. The medical marihuana commission shall only overturn a decision or finding of the Pontiac City Clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material, substantial, and competent facts on the whole record considered by the Pontiac City Clerk in arriving at such decision or finding.

PROCESS FOR APPEAL

Pontiac City Clerk makes decision on application



Applicant submits written appeal to Pontiac City Clerk within 14 days.



Pontiac City Clerk appoints hearing officer to hear and evaluate appeal.



Applicant can present additional clarifying information or evidence that the applicant believes should be considered in assessing its application.



Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.



Applicant may submit further written appeal to medical marijuana commission within 30 days.

**Downtown
Overlay District
Provisioning
Center
Application**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being denied.

PLEASE TYPE ONLY.

OFFICE USE ONLY

Application Number _____

Date Rec'd _____

Fee Rec'd _____

Receipt # _____

Applicant Name _____



**CITY OF PONTIAC
MEDICAL MARIHUANA FACILITY
DOWNTOWN OVERLAY DISTRICT**

PROVISIONING CENTER PERMIT APPLICATION



One Year Permit Term

Applications must be submitted to the
Office of the City Clerk
47450 Woodward Avenue, Pontiac, MI 48342
Monday-Friday 9:00 a.m.-4:00 p.m.

**DURING THE 21-DAY APPLICATION PERIOD,
JANUARY 6, 2020 THROUGH
JANUARY 27, 2020 ONLY**

**No Applications Will Be Accepted After
January 27, 2020.**

**The City Will Award No More Than Five (5)
Permits to Operate Provisioning Centers
in C-2 zoned properties in the Downtown
Overlay District**

(PONTIAC ORDINANCE #2357B "CITY OF PONTIAC MEDICAL MARIHUANA FACILITIES ORDINANCE")

***REVIEW AND FOLLOW THE "MEDICAL MARIHUANA FACILITY PERMIT APPLICATION INSTRUCTIONS FOR
PROVISIONING CENTER APPLICATIONS" WHEN COMPLETING THIS APPLICATION***

If an Applicant does not meet the required zoning for the overlay district, the application will not be scored and ranked. Each applicant will be scored in each of the following eight categories:

	Category	Max. Points	Ordinance Section
1	Content and Sufficiency <ul style="list-style-type: none"> • <i>Background Information</i> (up to 5 points) • <i>Financial Background</i> (up to 10 points) • <i>Economic Benefits</i> (up to 10 points) • <i>Community Development</i> (up to 10 points) • <i>Planning (Facility)</i> (up to 10 points) • <i>Patient Education</i> (up to 5 points) 	50	§9(f)(1)
2	Land Use	20	§9(f)(2)
3	Community Impact	10	§9(f)(3)
4	Managerial Resources	10	§9(f)(4)
5	Financial Resources	10	§9(f)(5)
6	Job Creation	10	§9(f)(6)
7	Philanthropic and Community Improvement	10	§9(f)(7)
8	Physical Improvements	10	§9(f)(8)
	TOTAL POSSIBLE SCORE	130	

In order to receive the maximum amount of points for pre-qualification with the State of Michigan in the categories of Managerial Resources and Financial Resources, the applicant must have received its pre-qualification prior to submitting its application to the City of Pontiac.

FOR A DETAILED EXPLANATION OF THE SCORING CRITERIA, PLEASE SEE THE CITY OF PONTIAC MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA GUIDE.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

APPLICATION CHECKLIST

<input type="checkbox"/>	\$5,000 Application Fee (NON-REFUNDABLE) (Certified Check payable to the City of Pontiac)
<input type="checkbox"/>	One (1) Original and Four (4) Copies of Completed Typed Application
<input type="checkbox"/>	All Attachments Properly Labeled with Ordinance Section Reference
<input type="checkbox"/>	If applicable, State of Michigan pre-qualification letter enclosed.
<u>Content and Sufficiency of Information</u>	
<u>Background Information</u>	
<input type="checkbox"/>	Complete Applicant Information with Each Item Clearly Identified (Sec. 8(c)(1), (3))
<input type="checkbox"/>	If Applicant is a Corporation, LLC, LLP or Other Entity - Organizational Documentation (Sec. 8(c)(2), (4))
<input type="checkbox"/>	Proposed Ownership Structure of the Entity that Identifies the Ownership Percentage Held by Each Stakeholder (Sec. 8(c)(7))
<input type="checkbox"/>	Current Organization Chart that Includes Position Descriptions and the Names of Each Person Holding such Position (Sec. 8(c)(8))
<input type="checkbox"/>	Criminal Background Reports of the Applicant and the Applicant's Stakeholders Dated within 30 Days of the Date of the Application (Sec. 8(c)(14))
<input type="checkbox"/>	Security Plan Consistent with the Requirements of LARA Rule 35 (Sec. 8(c)(17))
<input type="checkbox"/>	Proof of Premises Liability and Casualty Insurance Consistent with the Requirements of LARA Rule 11 (Sec. 8(c)(25))
<u>Financial Background</u>	
<input type="checkbox"/>	Proposed Business Plan (Sec. 8(c)(6))
<input type="checkbox"/>	Proposed Marketing, Advertising and Business Promotion Plan for the Proposed Medical Marihuana Facility (Sec. 8(c)(9))
<input type="checkbox"/>	Description of Planned Tangible Capital Investment in the City of Pontiac (Sec. 8(c)(10))
<input type="checkbox"/>	Description of the Financial Structure and Financing of the Proposed Medical Marihuana Facility (Sec. 8(c)(12))
<input type="checkbox"/>	Short-Term and Long-Term Business Goals and Objectives for the Proposed Medical Marijuana Facility (Sec. 8(c)(13))
<input type="checkbox"/>	Inventory and Recordkeeping Plan Consistent with the Requirements of LARA (Sec. 8(c)(22))
<input type="checkbox"/>	Verification that the Applicant has a Minimum Capitalization Consistent with the Requirements of LARA Rule 12 (Sec. 8(c)(24))
<u>Economic Benefits</u>	
<input type="checkbox"/>	Explanation of the Economic Benefits to the City of Pontiac and Job Creation to be Achieved (Sec. 8(c)(11))
<u>Community Development</u>	
<input type="checkbox"/>	Description of Proposed Community Outreach and Education Strategies (Sec. 8(c)(15))
<u>Planning (Facility)</u>	
<input type="checkbox"/>	Floor Plan of the Proposed Medical Marihuana Facility Consistent with Requirements of Section 6.208 of the City of Pontiac Zoning Ordinance (Sec. 8(c)(18))
<input type="checkbox"/>	Scale Diagram Illustrating the Property Upon Which the Proposed Medical Marihuana Facility is to be Operated, Including all Available Parking Spaces and Specifying Which Parking Spaces are Handicapped Accessible (Sec. 8(c)(19))
<input type="checkbox"/>	Depiction of any Proposed Text or Graphic Materials to be Shown on Exterior of Proposed Medical Marihuana Facility (Sec. 8(c)(20))
<input type="checkbox"/>	Facility Sanitation Plan (Sec. 8(c)(21))
<input type="checkbox"/>	Location Map that Identifies the Relative Locations of, and Distances from, the Nearest School, Childcare Center, Public Park containing Playground Equipment, or Religious Institution (Sec. 8(c)(27))
<u>Patient Education</u>	
<input type="checkbox"/>	Description of Employee Training and Education (Sec. 8(c)(5))
<input type="checkbox"/>	Plan for Patient Education Program Consistent with the Requirements of LARA (Sec. 8(c)(28))
<input type="checkbox"/>	Description of Drug and Alcohol Awareness Programs (Sec. 8(c)(29))
<u>Land Use</u>	
<input type="checkbox"/>	Description of Impact on Resident Safety (Sec. 9(f)(2))
<input type="checkbox"/>	Description of Impact on Traffic Patterns and Consistency with Neighborhood Land Use (Sec. 9(f)(2))
<input type="checkbox"/>	Compliance with All State and Local Building, Electrical, Fire, Mechanical and Plumbing Requirements (Sec. 9(b)(1))
<input type="checkbox"/>	Compliance with the Zoning Ordinance (Sec. 9(b)(2))
<input type="checkbox"/>	Facility has been Issued a Certificate of Occupancy and, if Necessary, a Building Permit (Sec. 9(b)(3))
<u>Community Impact</u>	
<input type="checkbox"/>	Description of Planned Outreach on Behalf of Facility Including Plans to Eliminate Traffic, Noise, and Odor Effects (Sec. 9(f)(3))
<u>Managerial Resources</u>	
<input type="checkbox"/>	Record of Acts Detrimental to the Public Health, Security, Safety, Morals, Good Order, or General Welfare (Sec. 9(f)(4))
<u>Financial Resources</u>	
<input type="checkbox"/>	Reasonable and Tangible Demonstration of Sufficient Financial Resources and Business Experience to Execute Business Plans (Sec. 9(f)(5))
<u>Job Creation</u>	
<input type="checkbox"/>	Number of Full-Time and Part-Time Positions To Be Created, Hourly Wages and Salaries; Plans to Attract Employees from City of Pontiac, and Health and Welfare Benefits (Sec. 9(f)(6))
<u>Philanthropic and Community Improvement</u>	
<input type="checkbox"/>	Description of the Proposed Charitable Plans (Sec. 8(c)(16), 9(f)(7))
<u>Community Benefits</u>	
<input type="checkbox"/>	If an Applicant Intends to Pledge Community Benefits, Please Describe the Benefits Pledged in Detail.
<u>Physical Improvements</u>	
<input type="checkbox"/>	Proximity to Other Structures, Including 1,000 Feet from School and 500 Feet from Daycare, Public Park, or Religious Institution (Sec. 9(f)(8))
<u>Affidavit and Signature</u>	
<input type="checkbox"/>	Affidavit that Neither the Applicant nor any Stakeholder is in Default to the City of Pontiac (Sec. 8(c)(23))
<input type="checkbox"/>	Signed Acknowledgement that Marihuana Use, Cultivation, Possession, Dispensing, Testing, Transporting and Distribution Are Subject to Federal Law, and Indemnification of the City of Pontiac (Sec. 8(c)(26))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

BACKGROUND INFORMATION

Establishment Information

☐ Provisioning Center

Name of Establishment		Establishment Phone Number	
Establishment Address	City	State	Zip

Establishment is: ☐ Owned ☐ Leased

Applicant Type

☐ Individual ☐ Corporation ☐ LLC ☐ LLP ☐ Other _____

Applicant Information

Applicant Name		Date of Birth (if individual) (month/day/year)/EIN (if entity):	
Phone Number		Secondary Phone Number (if available)	
Applicant Address	City	State	Zip
Applicant Email Address			

(Sec. 8(c)(1), (3))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

BACKGROUND INFORMATION (cont.)

Stakeholder Information – Corporations, LLCs, LLPs and other non-individual entity applicants must complete this sheet for every Stakeholder (the officers, directors, and managerial employees of an applicant and any persons who hold any direct or indirect ownership interest in the applicant). THE FIRST STAKEHOLDER LISTED BELOW WILL BE THE DESIGNATED CONTACT FOR THE APPLICANT. *Make additional copies as needed.*

Name (DESIGNATED CONTACT)		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

Name		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

Name		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

(Sec. 8(c)(1))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

BACKGROUND INFORMATION (cont.)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Entity Information:

- If the applicant is a corporation, LLC, LLP or other entity, the applicant must attach the entity organizational documentation, including:
 - Articles of incorporation or organization of the Applicant (**Attachment Label: Sec. 8(c)(2)**)
 - Bylaws or operating agreement of the Applicant (**Attachment Label: Sec. 8(c)(4)**)
- Submit documentation that describes the proposed ownership structure of the entity and that identifies the ownership percentages held by each stakeholder (**Attachment Label: Sec. 8(c)(7)**)
- Submit a current organization chart that includes position descriptions and the names of each person holding such position (**Attachment Label: Sec. 8(c)(8)**)

Applicant must also make the following submissions for its proposed operations:

- Security plan for proposed medical marihuana facility consistent with the requirements of LARA Rule 35 (**Attachment Label: Sec. 8(c)(17)**)
- Proof of premises liability and casualty insurance consistent with the requirements of LARA Rule 11 (**Attachment Label: Sec. 8(c)(25)**)

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>BACKGROUND INFORMATION (cont.)</u>
--

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(14)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

CRIMINAL BACKGROUND

Applicant must make the following submission for review of applicable criminal background history:

- Criminal background reports of the applicant's and the applicant's stakeholders' criminal history dated within 30 days of the date of this application (**Attachment Label: Sec. 8(c)(14)**)
 - Such report shall be obtained through Internet Criminal History Access Tool (ICHAT) for applicants residing in Michigan and/or through another state sponsored or authorized criminal history access source for applicants who reside in other states or who have resided in other states within 5 years prior to the date of this application.
 - Such reports must be obtained by applicant and attached to this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(6)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(6))

Proposed business plan for the applicant.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(10)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(10))

Describe the planned tangible capital investment in the City of Pontiac, including detail related to the number and nature of proposed medical marihuana facilities, and whether the locations of such facilities will be owned or leased. Attach a copy of the executed deed or lease to this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(12)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(12))

Describe the financial structure and the financing of the proposed medical marihuana facility. Graphical images are acceptable, so long as the entities or individuals referenced on the graph have been identified in this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(13)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(13))

Describe the short-term and long-term business goals and objectives for the proposed medical marihuana facility.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>FINANCIAL BACKGROUND (cont.)</u>
--

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(9)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Submit the following additional information:

- Proposed marketing, advertising and business promotion plan for the proposed medical marihuana facility (**Attachment Label: Sec. 8(c)(9)**)
- Inventory and recordkeeping plan consistent with the requirements of LARA (**Attachment Label: Sec. 8(c)(22)**)
- Verification that the applicant has a minimum capitalization consistent with the requirements of LARA Rule 12 (**Attachment Label: Sec. 8(c)(24)**)
 - Such verification shall be provided by submitting CPA attested financial statements documenting capitalization requirements.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

ECONOMIC BENEFITS

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(11)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(11))

Explain the economic benefits to the City of Pontiac and job creation to be achieved, including the number and type of jobs the medical marihuana facility is expected to create, the amount and type of compensation expected to be paid for such jobs, and the projected annual budget and revenue of the medical marihuana facility.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>COMMUNITY DEVELOPMENT</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(15)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Regarding this Section, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of this Application and award points based on the quality, quantity, and duration of such pledged benefits.

(Attachment Label: Sec. 8(c)(15))

Describe the applicant's proposed community outreach and education strategies.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PLANNING (FACILITY)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(18)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed location:

- Floor plan of the proposed medical marihuana facility consistent with requirements of Section 6.208 of the City of Pontiac zoning ordinance (**Attachment Label: Sec. 8(c)(18)**)
- Scale diagram (in the form of a property survey prepared by a licensed professional surveyor) illustrating the property upon which the proposed medical marihuana facility is to be operated, including all available parking spaces and specifying which parking spaces are handicapped accessible (**Attachment Label: Sec. 8(c)(19)**)
- Depiction of any proposed text or graphic materials to be shown on the exterior of the proposed medical marihuana facility (**Attachment Label: Sec. 8(c)(20)**)
- Facility sanitation plan (**Attachment Label: Sec. 8(c)(21)**)
 - This plan must describe how waste will be stored and disposed and how marihuana will be rendered unusable upon disposal at the proposed medical marihuana facility.
- Location map (in the form of a survey map prepared by a licensed professional surveyor) that identifies the relative locations of, and distances from, the nearest school, childcare center, public park containing playground equipment, or religious institution (**Attachment Label: Sec. 8(c)(27)**)
 - Per Section 3.11010 – Buffer Distance Restrictions, of the City of Pontiac's Medical Marihuana Zoning Ordinance #2363, the measurement must be taken along the centerline of the street or street 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, or, for a public park, from the playground equipment nearest the contemplated location, and from the primary point of ingress to the contemplated location.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>PATIENT EDUCATION</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(5)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(5))

Describe the training and education that the applicant will provide to all employees.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>PATIENT EDUCATION</u> (cont.)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(28)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed operations:

- Patient education plan (**Attachment Label: Sec. 8(c)(28)**)
- Plan for drug and alcohol awareness programs provided or arranged for by the applicant and available to public (**Attachment Label: Sec. 8(c)(29)**)

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>LAND USE</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(2))

Describe the applicant's plan for mitigating detriments to resident safety.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(2))

Describe the proposed facility's consistency with the land use for the surrounding neighborhood and its impact on traffic patterns.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE (cont.)

No application will be approved for a permit unless:

- The fire department and the departments of building and safety and planning or another relevant department have confirmed that the proposed location is in compliance with all state and local building, electrical, fire, mechanical and plumbing requirements **(Sec. 9(b)(1))**
- The departments of building and safety and planning or another relevant department has confirmed that the proposed location complies with the zoning ordinance **(Sec. 9(b)(2))**
- The proposed medical marihuana facility has been issued a certificate of occupancy and, if necessary, a building permit **(Sec. 9(b)(3))**
- The applicant is prequalified (step-one approval) for a State of Michigan medical marihuana facilities license by the Michigan Department of Licensing and Regulatory Affairs **(Sec. 17(3))**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE (cont.)

Note to Applicants: the submissions set forth on the previous page of this application and the medical marihuana facility are subject to the following submission and review standards (PLEASE NOTE THAT THE BELOW IS NOT A COMPLETE LIST OF APPLICABLE STANDARDS):

- All medical marihuana facilities must meet the following applicable building codes: (i) Michigan Building Code 2015; (ii) Michigan Mechanical 2015; (iii) Michigan Plumbing Code 2015; and (iv) National Electrical Code 2017
- Applicants shall be required to obtain permits for build out of medical marihuana facilities – such permits may include: (i) Building; (ii) Electrical; (iii) Mechanical; (iv) Plumbing; (v) Fire Alarm (Security System); and (vi) Fire Suppression
- Applicable medical marihuana facilities must meet applicable requirements of the International Fire Code 2015 edition and National Fire Protection Association (NFPA) standards (including NFPA 1 2018)
- Applicants are subject to Property Maintenance Code 2015, Section 107.5
- Review of medical marihuana applications by the City of Pontiac planning division; without limitation, review of permits is subject to the following provisions of the Pontiac zoning ordinance:
 - Uses Permitted by District: Articles 2, Chapter 2
 - Dimensional and Development Standards for Zoning District: Article 2, Chapter 3
 - Frontage Design Standards: Article 2, Chapter 4
 - Dimension & Development Standards for Specific Uses: Article 2, Chapter 5
 - Special Purpose Zoning Districts: Article 3, Chapter 11
 - General Provision: Article 4
 - Accessory Structures and Fences: Chapter 1
 - General Standards: Chapter 2
 - Parking: Chapter 3
 - Landscaping & Buffering: Chapter 4
 - Exterior Lighting: Chapter 5
 - Performance Standards: Chapter 7
 - Signs: Article 5
 - Site Plan Review: Article 6, Chapter 3
 - Special Exception Permit Review: Article 6, Chapter 3
 - Variances & Appeals: Article 6, Chapter 4
 - Permits, Fees, Violations and Penalties: Article 6, Chapter 7
 - Zoning Text & Map Amendments: Article 6, Chapter 8
 - Public Hearing Procedures: Article 6, Chapter 9
 - Definitions: Article 7, Chapter 1, 2 & 3

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>COMMUNITY IMPACT</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(3)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(3))

Describe the applicant's planned outreach on behalf of the facility, including plans to eliminate or minimize traffic, noise, and odor effects.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>MANAGERIAL RESOURCES</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(4)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(4))

For the applicant and for each stakeholder, disclose and describe any record of acts detrimental to the public health, security, safety, morals, good order, or general welfare.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL RESOURCES

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 9(F)(5)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed operations:

- Reasonable and tangible demonstration of sufficient financial resources and business experience to execute business plan
- Description of allocation of financial resources to each phase of business plan
- Anticipated reinvestment of profits into business
- Copies of financial statements of applicant and primary stakeholders for last twelve months*
- Copies of tax returns of applicant and primary stakeholders for last three years*
- Managerial history of key stakeholders and managers, including copies of resumes
- CPA attestation of network or bank statements

(Attachment Label: Sec. 9(f)(5))

***Note: If the applicant has received and submits its pre-qualification letter from the State with its application, the applicant and its stakeholders need not submit copies of financial statements or tax returns.**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

JOB CREATION

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(6)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(6))

Identify the number of full-time and part-time positions the applicant intends to create; the hourly wages or salaries the applicant intends to pay employees; any plans and strategies to attract and hire employees from the City of Pontiac; and whether the applicant plans to provide employee health and welfare benefit plans, including, but not limited to, sick leave, maternity leave, and paternity leave.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PHILANTHROPIC AND COMMUNITY IMPROVEMENT
--

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(c)(16)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Regarding this Section, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the commitment, quality, duration, community support and amount pledged of such pledged benefits.

(Attachment Label: Sec. 8(c)(16), 9(f)(7))

Describe the proposed charitable plans of the applicant, whether through financial donations or volunteer work.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>COMMUNITY BENEFITS</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (COMMUNITY BENEFITS); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Community Benefits)

In evaluating and scoring applications, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the commitment, quality, duration, community support, and amount pledged of such pledged benefits.

If an applicant does not pledge community benefits, that applicant will receive a score of zero (0) in the following categories/subcategories of this Application's scoring: (i) Content and Sufficiency of the Information, Part D (Community Development Subcategory) (10 possible points); and (ii) Philanthropic and Community Improvement (10 possible points).

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

COMMUNITY BENEFITS (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (COMMUNITY BENEFITS AGREEMENT); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Community Benefits)

If you intend to pledge Community Benefits to the community, please describe the benefits that you have pledged to provide in the City of Pontiac. This would include the pledges you made under *Content and Sufficiency of Information, Part D (Community Development Subcategory)* and *Philanthropic and Community Improvement*.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PHYSICAL IMPROVEMENTS

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 9(F)(8)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must submit documentation of the following:

- Per Section 3.11010 – Buffer Distance Restrictions, of the City of Pontiac's Medical Marihuana Zoning Ordinance #2363, proximity of the proposed medical marihuana facility to other structures, including
 - Whether the proposed medical marihuana facility is more than 1,000 feet from an operational public or private school, and
 - More than 500 feet from an operational commercial childcare organization (non-home occupation) that is licensed or registered with the State of Michigan Department of Health and Human Services or its successor agency, a public park with playground equipment, or a religious institution that is defined as tax exempt by the city assessor.
 - 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, or from the playground equipment in a public park, and from the primary point of ingress to the contemplated location (**Attachment Label: Sec. 9(f)(8)**)

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

COMPLETE FOR APPLICANT AND EACH STAKEHOLDER

PONTIAC CITY TREASURER'S OFFICE
47450 Woodward Ave - 1st Floor
Pontiac, MI 48342
(248) 758-3272 FAX (248) 758-3177

PONTIAC TREASURY INFORMATION REQUEST

Name: _____

Home Address: _____

Since: _____

Daytime Phone Number: _____

Social Security #: _____

Driver's License #: _____

Date of Birth (month/day/year): _____

Employer/Business Information

Corporate Name: _____

Doing Business As: _____

Address: _____

Since: _____

Business Phone #: _____

Federal Employer Identification #: _____

Do you, or any of these businesses, owe the City money for any reason? Yes _____ No _____

If Yes, for what reason? _____

Name of any other Pontiac area business in which your ownership participation exceeds 25%: _____

Signature

Date

AFFIDAVIT AND SIGNATURE

- ☐ I swear and affirm that neither I, the applicant, nor any stakeholder of the applicant, is in default to the City of Pontiac, including for failure to pay any property taxes, special assessments, fines, fees or other financial obligations to the City. (Sec. 8(c)(23))
- ☐ I acknowledge that I, the applicant, understand that all matters related to marihuana cultivation, possession, dispensing, testing, transporting, distribution and use are currently subject to Federal laws, and that the approval of a permit hereunder does not exonerate or exculpate the applicant from exposure to any penalties associated therewith. Further, the applicant completely releases and forever discharges the City of Pontiac and its respective employees, agents, facilities, insurers, indemnors, successors, heirs and/or assigns from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory or recovery, which the applicant or its stakeholders may now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way arise out of the applicant or stakeholders' application for a permit and, if issued a permit, the applicant or stakeholders' operation of a medical marihuana facility. (Sec. 8(c)(26))
- ☐ I, the applicant, have read and am fully aware of all plans and details listed in this application, and have been provided the opportunity to discuss its contents with any applicable professionals, including but not limited to an attorney of my choosing.
- ☐ I, the applicant, consent to inspections, examinations, searches and seizures required or undertaken in relation to this application or the City of Pontiac Medical Marihuana Facilities Ordinance, including without limitation any criminal and financial background checks.

I swear and affirm, under the penalties of perjury, that the information and statements set forth in this application, including all attachments hereto, are true and complete.

Printed Name: _____ Signature: _____

Address: _____ Date: _____

Subscribed & sworn to before me this _____ day of _____ 20_____

Notary Signature _____

Printed Name _____ My Commission Expires _____

Notary Public, _____ County, MI Acting in the County of _____

APPEAL RIGHTS

Any applicant aggrieved by the denial of a permit may appeal to the Pontiac City Clerk, who shall appoint a hearing officer to hear and evaluate the appeal and make a recommendation to the Pontiac City Clerk. Such appeal shall be taken by filing with the Pontiac City Clerk, **within fourteen (14) days** after notice of the action complained of has been mailed to the applicant's last known address on the records of the Pontiac City Clerk, a written statement setting forth fully the grounds for the appeal. The Pontiac City Clerk shall review the report and recommendation of the hearing officer and make a decision on the matter. The Pontiac City Clerk's decision may be further appealed to the medical marihuana commission if applied for in writing to the medical marihuana commission **no later than thirty (30) days** after the Pontiac City Clerk's decision.

Any decision by the medical marihuana commission on an appeal shall be final for purposes of judicial review. The medical marihuana commission shall review and decide all appeals that are forwarded to it by the Pontiac City Clerk under the Ordinance, and the medical marihuana commission shall review all appeals de novo. The medical marihuana commission shall only overturn a decision or finding of the Pontiac City Clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material, substantial, and competent facts on the whole record considered by the Pontiac City Clerk in arriving at such decision or finding.

PROCESS FOR APPEAL

Pontiac City Clerk makes decision on application



Applicant submits written appeal to Pontiac City Clerk within 14 days.



Pontiac City Clerk appoints hearing officer to hear and evaluate appeal.



Applicant can present additional clarifying information or evidence that the applicant believes should be considered in assessing its application.



Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.



Applicant may submit further written appeal to medical marihuana commission within 30 days.

**Non-Overlay
District
Provisioning
Center
Application**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being denied.

PLEASE TYPE ONLY.

OFFICE USE ONLY

Application Number _____
Date Rec'd _____
Fee Rec'd _____
Receipt # _____
Applicant Name _____



**CITY OF PONTIAC
MEDICAL MARIHUANA FACILITY
NON-OVERLAY DISTRICT**

PROVISIONING CENTER PERMIT APPLICATION

One Year Permit Term

Applications must be submitted to the Office of the City Clerk
47450 Woodward Avenue, Pontiac, MI 48342 Monday-Friday 9:00 a.m.-4:00 p.m.
DURING THE 21-DAY APPLICATION PERIOD, JANUARY 6, 2020 THROUGH JANUARY 27, 2020 ONLY
No Applications Will Be Accepted After January 27, 2020.

(PONTIAC ORDINANCE #2357B "CITY OF PONTIAC MEDICAL MARIHUANA FACILITIES ORDINANCE")

REVIEW AND FOLLOW THE "MEDICAL MARIHUANA FACILITY PERMIT APPLICATION INSTRUCTIONS FOR PROVISIONING CENTER APPLICATIONS" WHEN COMPLETING THIS APPLICATION

No more than five (5) Provisioning Centers will be permitted in C-1, C-3, and C-4 zoned properties located outside of the three (3) Medical Marihuana Overlay Districts. Prior to being issued a permit, the applicant will need to obtain a special exemption permit from the City of Pontiac Planning Commission.

If an Applicant does not meet the required zoning for the non-overlay district, the application will not be scored and ranked. Each applicant will be scored in each of the following eight categories:

	Category	Max. Points	Ordinance Section
1	Content and Sufficiency <ul style="list-style-type: none"> • <i>Background Information</i> (up to 5 points) • <i>Financial Background</i> (up to 10 points) • <i>Economic Benefits</i> (up to 10 points) • <i>Community Development</i> (up to 10 points) *scored using Community Benefits Scoring • <i>Planning (Facility)</i> (up to 10 points) • <i>Patient Education</i> (up to 5 points) 	50	§9(f)(1)
2	Land Use	20	§9(f)(2)
3	Community Impact	10	§9(f)(3)
4	Managerial Resources	10	§9(f)(4)
5	Financial Resources	10	§9(f)(5)
6	Job Creation	10	§9(f)(6)
7	Philanthropic and Community Improvement *scored using Community Benefits Scoring	10	§9(f)(7)
8	Physical Improvements	10	§9(f)(8)
	TOTAL POSSIBLE SCORE	130	

In order to receive the maximum amount of points for pre-qualification with the State of Michigan in the categories of Managerial Resources and Financial Resources, the applicant must have received its pre-qualification prior to submitting its application to the City of Pontiac.

For a detailed explanation of the scoring criteria, please see the *City of Pontiac Medical Marihuana Provisioning Centers Scoring Criteria Guide*.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

APPLICATION CHECKLIST

<input type="checkbox"/>	\$5,000 Application Fee (NON-REFUNDABLE) (Certified Check payable to the City of Pontiac)
<input type="checkbox"/>	One (1) Original and Four (4) Copies of Completed Typed Application
<input type="checkbox"/>	All Attachments Properly Labeled with Ordinance Section Reference
<input type="checkbox"/>	If applicable, State of Michigan pre-qualification letter enclosed.
<u>Content and Sufficiency of Information</u>	
<u>Background Information</u>	
<input type="checkbox"/>	Complete Applicant Information with Each Item Clearly Identified (Sec. 8(c)(1), (3))
<input type="checkbox"/>	If Applicant is a Corporation, LLC, LLP or Other Entity - Organizational Documentation (Sec. 8(c)(2), (4))
<input type="checkbox"/>	Proposed Ownership Structure of the Entity that Identifies the Ownership Percentage Held by Each Stakeholder (Sec. 8(c)(7))
<input type="checkbox"/>	Current Organization Chart that Includes Position Descriptions and the Names of Each Person Holding such Position (Sec. 8(c)(8))
<input type="checkbox"/>	Criminal Background Reports of the Applicant and the Applicant's Stakeholders Dated within 30 Days of the Date of the Application (Sec. 8(c)(14))
<input type="checkbox"/>	Security Plan Consistent with the Requirements of LARA Rule 35 (Sec. 8(c)(17))
<input type="checkbox"/>	Proof of Premises Liability and Casualty Insurance Consistent with the Requirements of LARA Rule 11 (Sec. 8(c)(25))
<u>Financial Background</u>	
<input type="checkbox"/>	Proposed Business Plan (Sec. 8(c)(6))
<input type="checkbox"/>	Proposed Marketing, Advertising and Business Promotion Plan for the Proposed Medical Marihuana Facility (Sec. 8(c)(9))
<input type="checkbox"/>	Description of Planned Tangible Capital Investment in the City of Pontiac (Sec. 8(c)(10))
<input type="checkbox"/>	Description of the Financial Structure and Financing of the Proposed Medical Marihuana Facility (Sec. 8(c)(12))
<input type="checkbox"/>	Short-Term and Long-Term Business Goals and Objectives for the Proposed Medical Marijuana Facility (Sec. 8(c)(13))
<input type="checkbox"/>	Inventory and Recordkeeping Plan Consistent with the Requirements of LARA (Sec. 8(c)(22))
<input type="checkbox"/>	Verification that the Applicant has a Minimum Capitalization Consistent with the Requirements of LARA Rule 12 (Sec. 8(c)(24))
<u>Economic Benefits</u>	
<input type="checkbox"/>	Explanation of the Economic Benefits to the City of Pontiac and Job Creation to be Achieved (Sec. 8(c)(11))
<u>Community Development</u>	
<input type="checkbox"/>	Description of Proposed Community Outreach and Education Strategies (Sec. 8(c)(15))
<u>Planning (Facility)</u>	
<input type="checkbox"/>	Floor Plan of the Proposed Medical Marihuana Facility Consistent with Requirements of Section 6.208 of the City of Pontiac Zoning Ordinance (Sec. 8(c)(18))
<input type="checkbox"/>	Scale Diagram Illustrating the Property Upon Which the Proposed Medical Marihuana Facility is to be Operated, Including all Available Parking Spaces and Specifying Which Parking Spaces are Handicapped Accessible (Sec. 8(c)(19))
<input type="checkbox"/>	Depiction of any Proposed Text or Graphic Materials to be Shown on Exterior of Proposed Medical Marihuana Facility (Sec. 8(c)(20))
<input type="checkbox"/>	Facility Sanitation Plan (Sec. 8(c)(21))
<input type="checkbox"/>	Location Map that Identifies the Relative Locations of, and Distances from, the Nearest School, Childcare Center, Public Park containing Playground Equipment, or Religious Institution (Sec. 8(c)(27))
<u>Patient Education</u>	
<input type="checkbox"/>	Description of Employee Training and Education (Sec. 8(c)(5))
<input type="checkbox"/>	Plan for Patient Education Program Consistent with the Requirements of LARA (Sec. 8(c)(28))
<input type="checkbox"/>	Description of Drug and Alcohol Awareness Programs (Sec. 8(c)(29))
<u>Land Use</u>	
<input type="checkbox"/>	Description of Impact on Resident Safety (Sec. 9(f)(2))
<input type="checkbox"/>	Description of Impact on Traffic Patterns and Consistency with Neighborhood Land Use (Sec. 9(f)(2))
<input type="checkbox"/>	Compliance with All State and Local Building, Electrical, Fire, Mechanical and Plumbing Requirements (Sec. 9(b)(1))
<input type="checkbox"/>	Compliance with the Zoning Ordinance (Sec. 9(b)(2))
<input type="checkbox"/>	Facility has been Issued a Certificate of Occupancy and, if Necessary, a Building Permit (Sec. 9(b)(3))
<u>Community Impact</u>	
<input type="checkbox"/>	Description of Planned Outreach on Behalf of Facility Including Plans to Eliminate Traffic, Noise, and Odor Effects (Sec. 9(f)(3))
<u>Managerial Resources</u>	
<input type="checkbox"/>	Record of Acts Detrimental to the Public Health, Security, Safety, Morals, Good Order, or General Welfare (Sec. 9(f)(4))
<u>Financial Resources</u>	
<input type="checkbox"/>	Reasonable and Tangible Demonstration of Sufficient Financial Resources and Business Experience to Execute Business Plans (Sec. 9(f)(5))
<u>Job Creation</u>	
<input type="checkbox"/>	Number of Full-Time and Part-Time Positions To Be Created, Hourly Wages and Salaries; Plans to Attract Employees from City of Pontiac, and Health and Welfare Benefits (Sec. 9(f)(6))
<u>Philanthropic and Community Improvement</u>	
<input type="checkbox"/>	Description of the Proposed Charitable Plans (Sec. 8(c)(16), 9(f)(7))
<u>Community Benefits</u>	
<input type="checkbox"/>	If an Applicant Intends to Pledge Community Benefits, Please Describe the Benefits in Detail.
<u>Physical Improvements</u>	
<input type="checkbox"/>	Proximity to Other Structures, Including 1,000 Feet from School and 500 Feet from Daycare, Public Park, or Religious Institution (Sec. 9(f)(8))
<u>Affidavit and Signature</u>	
<input type="checkbox"/>	Affidavit that Neither the Applicant nor any Stakeholder is in Default to the City of Pontiac (Sec. 8(c)(23))
<input type="checkbox"/>	Signed Acknowledgement that Marihuana Use, Cultivation, Possession, Dispensing, Testing, Transporting and Distribution Are Subject to Federal Law, and Indemnification of the City of Pontiac (Sec. 8(c)(26))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>BACKGROUND INFORMATION</u>

Establishment Information

☐ Provisioning Center

Name of Establishment		Establishment Phone Number	
Establishment Address	City	State	Zip

Establishment is: ☐ Owned ☐ Leased

Applicant Type

☐ Individual ☐ Corporation ☐ LLC ☐ LLP ☐ Other _____

Applicant Information

Applicant Name		Date of Birth (if individual) (month/day/year)/EIN (if entity):	
Phone Number		Secondary Phone Number (if available)	
Applicant Address	City	State	Zip
Applicant Email Address			

(Sec. 8(c)(1), (3))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

BACKGROUND INFORMATION (cont.)

Stakeholder Information – Corporations, LLCs, LLPs and other non-individual entity applicants must complete this sheet for every Stakeholder (the officers, directors, and managerial employees of an applicant and any persons who hold any direct or indirect ownership interest in the applicant). THE FIRST STAKEHOLDER LISTED BELOW WILL BE THE DESIGNATED CONTACT FOR THE APPLICANT. *Make additional copies as needed.*

Name (DESIGNATED CONTACT)		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

Name		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

Name		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

(Sec. 8(c)(1))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

BACKGROUND INFORMATION (cont.)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Entity Information:

- If the applicant is a corporation, LLC, LLP or other entity, the applicant must attach the entity organizational documentation, including:
 - Articles of incorporation or organization of the Applicant (**Attachment Label: Sec. 8(c)(2)**)
 - Bylaws or operating agreement of the Applicant (**Attachment Label: Sec. 8(c)(4)**)
- Submit documentation that describes the proposed ownership structure of the entity and that identifies the ownership percentages held by each stakeholder (**Attachment Label: Sec. 8(c)(7)**)
- Submit a current organization chart that includes position descriptions and the names of each person holding such position (**Attachment Label: Sec. 8(c)(8)**)

Applicant must also make the following submissions for its proposed operations:

- Security plan for proposed medical marihuana facility consistent with the requirements of LARA Rule 35 (**Attachment Label: Sec. 8(c)(17)**)
- Proof of premises liability and casualty insurance consistent with the requirements of LARA Rule 11 (**Attachment Label: Sec. 8(c)(25)**)

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>BACKGROUND INFORMATION (cont.)</u>
--

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(14)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

CRIMINAL BACKGROUND

Applicant must make the following submission for review of applicable criminal background history:

- Criminal background reports of the applicant's and the applicant's stakeholders' criminal history dated within 30 days of the date of this application (**Attachment Label: Sec. 8(c)(14)**)
 - Such report shall be obtained through Internet Criminal History Access Tool (ICHAT) for applicants residing in Michigan and/or through another state sponsored or authorized criminal history access source for applicants who reside in other states or who have resided in other states within 5 years prior to the date of this application.
 - Such reports must be obtained by applicant and attached to this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>FINANCIAL BACKGROUND</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(6)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(6))

Proposed business plan for the applicant.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(10)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(10))

Describe the planned tangible capital investment in the City of Pontiac, including detail related to the number and nature of proposed medical marihuana facilities, and whether the locations of such facilities will be owned or leased. Attach a copy of the executed deed or lease to this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(12)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(12))

Describe the financial structure and the financing of the proposed medical marihuana facility. Graphical images are acceptable, so long as the entities or individuals referenced on the graph have been identified in this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(13)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(13))

Describe the short-term and long-term business goals and objectives for the proposed medical marihuana facility.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND (cont.)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(9)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Submit the following additional information:

- Proposed marketing, advertising and business promotion plan for the proposed medical marihuana facility (**Attachment Label: Sec. 8(c)(9)**)
- Inventory and recordkeeping plan consistent with the requirements of LARA (**Attachment Label: Sec. 8(c)(22)**)
- Verification that the applicant has a minimum capitalization consistent with the requirements of LARA Rule 12 (**Attachment Label: Sec. 8(c)(24)**)
 - Such verification shall be provided by submitting CPA attested financial statements documenting capitalization requirements.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>ECONOMIC BENEFITS</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(11)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(11))

Explain the economic benefits to the City of Pontiac and job creation to be achieved, including the number and type of jobs the medical marihuana facility is expected to create, the amount and type of compensation expected to be paid for such jobs, and the projected annual budget and revenue of the medical marihuana facility.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>COMMUNITY DEVELOPMENT</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(15)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Regarding this Section, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of this Application and award points based on the quality, quantity, and duration of such pledged benefits.

(Attachment Label: Sec. 8(c)(15))

Describe the applicant's proposed community outreach and education strategies.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PLANNING (FACILITY)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(18)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed location:

- Floor plan of the proposed medical marihuana facility consistent with requirements of Section 6.208 of the City of Pontiac zoning ordinance (**Attachment Label: Sec. 8(c)(18)**)
- Scale diagram (in the form of a property survey prepared by a licensed professional surveyor) illustrating the property upon which the proposed medical marihuana facility is to be operated, including all available parking spaces and specifying which parking spaces are handicapped accessible (**Attachment Label: Sec. 8(c)(19)**)
- Depiction of any proposed text or graphic materials to be shown on the exterior of the proposed medical marihuana facility (**Attachment Label: Sec. 8(c)(20)**)
- Facility sanitation plan (**Attachment Label: Sec. 8(c)(21)**)
 - This plan must describe how waste will be stored and disposed and how marihuana will be rendered unusable upon disposal at the proposed medical marihuana facility.
- Location map (in the form of a survey map prepared by a licensed professional surveyor) that identifies the relative locations of, and distances from, the nearest school, childcare center, public park containing playground equipment, or religious institution (**Attachment Label: Sec. 8(c)(27)**)
 - Per Section 3.11010 – Buffer Distance Restrictions, of the City of Pontiac's Medical Marihuana Zoning Ordinance #2363, the measurement must be taken along the centerline of the street or street 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, or, for a public park, from the playground equipment nearest the contemplated location, and from the primary point of ingress to the contemplated location.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>PATIENT EDUCATION</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(5)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(5))

Describe the training and education that the applicant will provide to all employees.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PATIENT EDUCATION (cont.)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(28)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed operations:

- Patient education plan (**Attachment Label: Sec. 8(c)(28)**)
- Plan for drug and alcohol awareness programs provided or arranged for by the applicant and available to public (**Attachment Label: Sec. 8(c)(29)**)

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>LAND USE</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(2))

Describe the applicant's plan for mitigating detriments to resident safety.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(2))

Describe the proposed facility's consistency with the land use for the surrounding neighborhood and its impact on traffic patterns.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE (cont.)

No application will be approved for a permit unless:

- The fire department and the departments of building and safety and planning or another relevant department have confirmed that the proposed location is in compliance with all state and local building, electrical, fire, mechanical and plumbing requirements **(Sec. 9(b)(1))**
- The departments of building and safety and planning or another relevant department has confirmed that the proposed location complies with the zoning ordinance **(Sec. 9(b)(2))**
- The proposed medical marihuana facility has been issued a certificate of occupancy and, if necessary, a building permit **(Sec. 9(b)(3))**
- The applicant is prequalified (step-one approval) for a State of Michigan medical marihuana facilities license by the Michigan Department of Licensing and Regulatory Affairs **(Sec. 17(3))**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE (cont.)

Note to Applicants: the submissions set forth on the previous page of this application and the medical marihuana facility are subject to the following submission and review standards (PLEASE NOTE THAT THE BELOW IS NOT A COMPLETE LIST OF APPLICABLE STANDARDS):

- All medical marihuana facilities must meet the following applicable building codes: (i) Michigan Building Code 2015; (ii) Michigan Mechanical 2015; (iii) Michigan Plumbing Code 2015; and (iv) National Electrical Code 2017
- Applicants shall be required to obtain permits for build out of medical marihuana facilities – such permits may include: (i) Building; (ii) Electrical; (iii) Mechanical; (iv) Plumbing; (v) Fire Alarm (Security System); and (vi) Fire Suppression
- Applicable medical marihuana facilities must meet applicable requirements of the International Fire Code 2015 edition and National Fire Protection Association (NFPA) standards (including NFPA 1 2018)
- Applicants are subject to Property Maintenance Code 2015, Section 107.5
- Review of medical marihuana applications by the City of Pontiac planning division; without limitation, review of permits is subject to the following provisions of the Pontiac zoning ordinance:
 - Uses Permitted by District: Articles 2, Chapter 2
 - Dimensional and Development Standards for Zoning District: Article 2, Chapter 3
 - Frontage Design Standards: Article 2, Chapter 4
 - Dimension & Development Standards for Specific Uses: Article 2, Chapter 5
 - Special Purpose Zoning Districts: Article 3, Chapter 11
 - General Provision: Article 4
 - Accessory Structures and Fences: Chapter 1
 - General Standards: Chapter 2
 - Parking: Chapter 3
 - Landscaping & Buffering: Chapter 4
 - Exterior Lighting: Chapter 5
 - Performance Standards: Chapter 7
 - Signs: Article 5
 - Site Plan Review: Article 6, Chapter 3
 - Special Exception Permit Review: Article 6, Chapter 3
 - Variances & Appeals: Article 6, Chapter 4
 - Permits, Fees, Violations and Penalties: Article 6, Chapter 7
 - Zoning Text & Map Amendments: Article 6, Chapter 8
 - Public Hearing Procedures: Article 6, Chapter 9
 - Definitions: Article 7, Chapter 1, 2 & 3

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>COMMUNITY IMPACT</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(3)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(3))

Describe the applicant's planned outreach on behalf of the facility, including plans to eliminate or minimize traffic, noise, and odor effects.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

MANAGERIAL RESOURCES

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(4)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(4))

For the applicant and for each stakeholder, disclose and describe any record of acts detrimental to the public health, security, safety, morals, good order, or general welfare.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL RESOURCES

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 9(F)(5)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed operations:

- Reasonable and tangible demonstration of sufficient financial resources and business experience to execute business plan
- Description of allocation of financial resources to each phase of business plan
- Anticipated reinvestment of profits into business
- Copies of financial statements of applicant and primary stakeholders for last twelve months*
- Copies of tax returns of applicant and primary stakeholders for last three years*
- Managerial history of key stakeholders and managers, including copies of resumes
- CPA attestation of network or bank statements

(Attachment Label: Sec. 9(f)(5))

***Note: If the applicant has received and submits its pre-qualification letter from the State with its application, the applicant and its stakeholders need not submit copies of financial statements or tax returns.**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

JOB CREATION

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(6)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(6))

Identify the number of full-time and part-time positions the applicant intends to create; the hourly wages or salaries the applicant intends to pay employees; any plans and strategies to attract and hire employees from the City of Pontiac; and whether the applicant plans to provide employee health and welfare benefit plans, including, but not limited to, sick leave, maternity leave, and paternity leave.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PHILANTHROPIC AND COMMUNITY IMPROVEMENT
--

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(c)(16)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Regarding this Section, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the commitment, quality, duration, community support and amount pledged of such pledged benefits.

(Attachment Label: Sec. 8(c)(16), 9(f)(7))

Describe the proposed charitable plans of the applicant, whether through financial donations or volunteer work.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>COMMUNITY BENEFITS</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (COMMUNITY BENEFITS); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Community Benefits)

In evaluating and scoring applications, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the commitment, quality, duration, community support, and amount pledged of such pledged benefits.

If an applicant does not pledge community benefits, that applicant will receive a score of zero (0) in the following categories/subcategories of this Application's scoring: (i) Content and Sufficiency of the Information, Part D (Community Development Subcategory) (10 possible points); and (ii) Philanthropic and Community Improvement (10 possible points).

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

COMMUNITY BENEFITS (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (COMMUNITY BENEFITS AGREEMENT); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Community Benefits)

If you intend to pledge Community Benefits to the community, please describe the benefits that you have pledged to provide in the City of Pontiac. This would include the pledges you made under *Content and Sufficiency of Information, Part D (Community Development Subcategory)* and *Philanthropic and Community Improvement*.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PHYSICAL IMPROVEMENTS

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 9(F)(8)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must submit documentation of the following:

- Per Section 3.11010 – Buffer Distance Restrictions, of the City of Pontiac’s Medical Marihuana Zoning Ordinance #2363, proximity of the proposed medical marihuana facility to other structures, including
 - Whether the proposed medical marihuana facility is more than 1,000 feet from an operational public or private school, and
 - More than 500 feet from an operational commercial childcare organization (non-home occupation) that is licensed or registered with the State of Michigan Department of Health and Human Services or its successor agency, a public park with playground equipment, or a religious institution that is defined as tax exempt by the city assessor.
 - 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, or from the playground equipment in a public park, and from the primary point of ingress to the contemplated location (**Attachment Label: Sec. 9(f)(8)**)

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

COMPLETE FOR APPLICANT AND EACH STAKEHOLDER

PONTIAC CITY TREASURER'S OFFICE
47450 Woodward Ave - 1st Floor
Pontiac, MI 48342
(248) 758-3272 FAX (248) 758-3177

PONTIAC TREASURY INFORMATION REQUEST

Name: _____

Home Address: _____

Since: _____

Daytime Phone Number: _____

Social Security #: _____

Driver's License #: _____

Date of Birth (month/day/year): _____

Employer/Business Information

Corporate Name: _____

Doing Business As: _____

Address: _____

Since: _____

Business Phone #: _____

Federal Employer Identification #: _____

Do you, or any of these businesses, owe the City money for any reason? Yes _____ No _____

If Yes, for what reason? _____

Name of any other Pontiac area business in which your ownership participation exceeds 25%: _____

Signature

Date

AFFIDAVIT AND SIGNATURE

- ☐ I swear and affirm that neither I, the applicant, nor any stakeholder of the applicant, is in default to the City of Pontiac, including for failure to pay any property taxes, special assessments, fines, fees or other financial obligations to the City. (Sec. 8(c)(23))
- ☐ I acknowledge that I, the applicant, understand that all matters related to marihuana cultivation, possession, dispensing, testing, transporting, distribution and use are currently subject to Federal laws, and that the approval of a permit hereunder does not exonerate or exculpate the applicant from exposure to any penalties associated therewith. Further, the applicant completely releases and forever discharges the City of Pontiac and its respective employees, agents, facilities, insurers, indemnors, successors, heirs and/or assigns from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory or recovery, which the applicant or its stakeholders may now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way arise out of the applicant or stakeholders' application for a permit and, if issued a permit, the applicant or stakeholders' operation of a medical marihuana facility. (Sec. 8(c)(26))
- ☐ I, the applicant, have read and am fully aware of all plans and details listed in this application, and have been provided the opportunity to discuss its contents with any applicable professionals, including but not limited to an attorney of my choosing.
- ☐ I, the applicant, consent to inspections, examinations, searches and seizures required or undertaken in relation to this application or the City of Pontiac Medical Marihuana Facilities Ordinance, including without limitation any criminal and financial background checks.

I swear and affirm, under the penalties of perjury, that the information and statements set forth in this application, including all attachments hereto, are true and complete.

Printed Name: _____ Signature: _____

Address: _____ Date: _____

Subscribed & sworn to before me this _____ day of _____ 20____

Notary Signature _____

Printed Name _____ My Commission Expires _____

Notary Public, _____ County, MI Acting in the County of _____

APPEAL RIGHTS

Any applicant aggrieved by the denial of a permit may appeal to the Pontiac City Clerk, who shall appoint a hearing officer to hear and evaluate the appeal and make a recommendation to the Pontiac City Clerk. Such appeal shall be taken by filing with the Pontiac City Clerk, **within fourteen (14) days** after notice of the action complained of has been mailed to the applicant's last known address on the records of the Pontiac City Clerk, a written statement setting forth fully the grounds for the appeal. The Pontiac City Clerk shall review the report and recommendation of the hearing officer and make a decision on the matter. The Pontiac City Clerk's decision may be further appealed to the medical marihuana commission if applied for in writing to the medical marihuana commission **no later than thirty (30) days** after the Pontiac City Clerk's decision.

Any decision by the medical marihuana commission on an appeal shall be final for purposes of judicial review. The medical marihuana commission shall review and decide all appeals that are forwarded to it by the Pontiac City Clerk under the Ordinance, and the medical marihuana commission shall review all appeals de novo. The medical marihuana commission shall only overturn a decision or finding of the Pontiac City Clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material, substantial, and competent facts on the whole record considered by the Pontiac City Clerk in arriving at such decision or finding.

PROCESS FOR APPEAL

Pontiac City Clerk makes decision on application



Applicant submits written appeal to Pontiac City Clerk within 14 days.



Pontiac City Clerk appoints hearing officer to hear and evaluate appeal.



Applicant can present additional clarifying information or evidence that the applicant believes should be considered in assessing its application.



Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.



Applicant may submit further written appeal to medical marihuana commission within 30 days.

**Walton Blvd
Overlay District
Provisioning
Center
Application**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being denied.

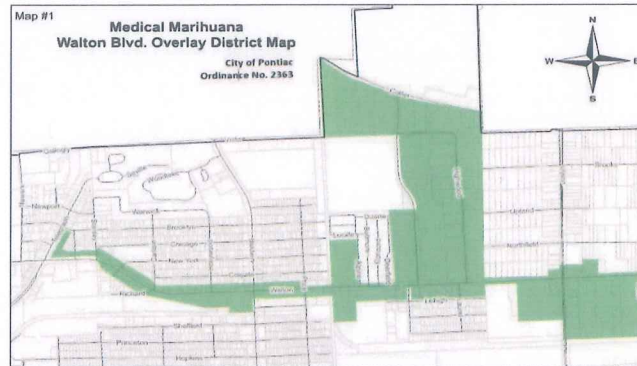
PLEASE TYPE ONLY.

OFFICE USE ONLY

Application Number _____
Date Rec'd _____
Fee Rec'd _____
Receipt # _____
Applicant Name _____



CITY OF PONTIAC
MEDICAL MARIHUANA FACILITY
WALTON BLVD. OVERLAY DISTRICT
PROVISIONING CENTER PERMIT APPLICATION



One Year Permit Term

Applications must be submitted to the Office of the City Clerk
47450 Woodward Avenue, Pontiac, MI 48342 Monday-Friday 9:00 a.m.-4:00 p.m.
DURING THE 21-DAY APPLICATION PERIOD, JANUARY 6, 2020 THROUGH JANUARY 27, 2020 ONLY
No Applications Will Be Accepted After January 27, 2020.

(PONTIAC ORDINANCE #2357B "CITY OF PONTIAC MEDICAL MARIHUANA FACILITIES ORDINANCE")

REVIEW AND FOLLOW THE "MEDICAL MARIHUANA FACILITY PERMIT APPLICATION INSTRUCTIONS FOR PROVISIONING CENTER APPLICATIONS" WHEN COMPLETING THIS APPLICATION

The City Will Award No More Than Five (5) Permits to Operate Provisioning Centers in C-3, M-1, and M-2 zoned properties in the Walton Blvd. Overlay District

If an Applicant does not meet the required zoning for the overlay district, the application will not be scored and ranked. Each applicant will be scored in each of the following eight categories:

	Category	Max. Points	Ordinance Section
1	Content and Sufficiency <ul style="list-style-type: none"> • <i>Background Information</i> (up to 5 points) • <i>Financial Background</i> (up to 10 points) • <i>Economic Benefits</i> (up to 10 points) • <i>Community Development</i> (up to 10 points) *scored using Community Benefits Scoring • <i>Planning (Facility)</i> (up to 10 points) • <i>Patient Education</i> (up to 5 points) 	50	§9(f)(1)
2	Land Use	20	§9(f)(2)
3	Community Impact	10	§9(f)(3)
4	Managerial Resources	10	§9(f)(4)
5	Financial Resources	10	§9(f)(5)
6	Job Creation	10	§9(f)(6)
7	Philanthropic and Community Improvement *scored using Community Benefits Scoring	10	§9(f)(7)
8	Physical Improvements	10	§9(f)(8)
	TOTAL POSSIBLE SCORE	130	

In order to receive the maximum amount of points for pre-qualification with the State of Michigan in the categories of Managerial Resources and Financial Resources, the applicant must have received its pre-qualification prior to submitting its application to the City of Pontiac.

For a detailed explanation of the scoring criteria, please see the *City of Pontiac Medical Marihuana Provisioning Centers Scoring Criteria Guide*.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

APPLICATION CHECKLIST

<input type="checkbox"/>	\$5,000 Application Fee (NON-REFUNDABLE) (Certified Check payable to the City of Pontiac)
<input type="checkbox"/>	One (1) Original and Four (4) Copies of Completed Typed Application
<input type="checkbox"/>	All Attachments Properly Labeled with Ordinance Section Reference
<input type="checkbox"/>	If applicable, State of Michigan pre-qualification letter enclosed.
<u>Content and Sufficiency of Information</u>	
<i>Background Information</i>	
<input type="checkbox"/>	Complete Applicant Information with Each Item Clearly Identified (Sec. 8(c)(1), (3))
<input type="checkbox"/>	If Applicant is a Corporation, LLC, LLP or Other Entity - Organizational Documentation (Sec. 8(c)(2), (4))
<input type="checkbox"/>	Proposed Ownership Structure of the Entity that Identifies the Ownership Percentage Held by Each Stakeholder (Sec. 8(c)(7))
<input type="checkbox"/>	Current Organization Chart that Includes Position Descriptions and the Names of Each Person Holding such Position (Sec. 8(c)(8))
<input type="checkbox"/>	Criminal Background Reports of the Applicant and the Applicant's Stakeholders Dated within 30 Days of the Date of the Application (Sec. 8(c)(14))
<input type="checkbox"/>	Security Plan Consistent with the Requirements of LARA Rule 35 (Sec. 8(c)(17))
<input type="checkbox"/>	Proof of Premises Liability and Casualty Insurance Consistent with the Requirements of LARA Rule 11 (Sec. 8(c)(25))
<i>Financial Background</i>	
<input type="checkbox"/>	Proposed Business Plan (Sec. 8(c)(6))
<input type="checkbox"/>	Proposed Marketing, Advertising and Business Promotion Plan for the Proposed Medical Marihuana Facility (Sec. 8(c)(9))
<input type="checkbox"/>	Description of Planned Tangible Capital Investment in the City of Pontiac (Sec. 8(c)(10))
<input type="checkbox"/>	Description of the Financial Structure and Financing of the Proposed Medical Marihuana Facility (Sec. 8(c)(12))
<input type="checkbox"/>	Short-Term and Long-Term Business Goals and Objectives for the Proposed Medical Marijuana Facility (Sec. 8(c)(13))
<input type="checkbox"/>	Inventory and Recordkeeping Plan Consistent with the Requirements of LARA (Sec. 8(c)(22))
<input type="checkbox"/>	Verification that the Applicant has a Minimum Capitalization Consistent with the Requirements of LARA Rule 12 (Sec. 8(c)(24))
<i>Economic Benefits</i>	
<input type="checkbox"/>	Explanation of the Economic Benefits to the City of Pontiac and Job Creation to be Achieved (Sec. 8(c)(11))
<i>Community Development</i>	
<input type="checkbox"/>	Description of Proposed Community Outreach and Education Strategies (Sec. 8(c)(15))
<i>Planning (Facility)</i>	
<input type="checkbox"/>	Floor Plan of the Proposed Medical Marihuana Facility Consistent with Requirements of Section 6.208 of the City of Pontiac Zoning Ordinance (Sec. 8(c)(18))
<input type="checkbox"/>	Scale Diagram Illustrating the Property Upon Which the Proposed Medical Marihuana Facility is to be Operated, Including all Available Parking Spaces and Specifying Which Parking Spaces are Handicapped Accessible (Sec. 8(c)(19))
<input type="checkbox"/>	Depiction of any Proposed Text or Graphic Materials to be Shown on Exterior of Proposed Medical Marihuana Facility (Sec. 8(c)(20))
<input type="checkbox"/>	Facility Sanitation Plan (Sec. 8(c)(21))
<input type="checkbox"/>	Location Map that Identifies the Relative Locations of, and Distances from, the Nearest School, Childcare Center, Public Park containing Playground Equipment, or Religious Institution (Sec. 8(c)(27))
<i>Patient Education</i>	
<input type="checkbox"/>	Description of Employee Training and Education (Sec. 8(c)(5))
<input type="checkbox"/>	Plan for Patient Education Program Consistent with the Requirements of LARA (Sec. 8(c)(28))
<input type="checkbox"/>	Description of Drug and Alcohol Awareness Programs (Sec. 8(c)(29))
<u>Land Use</u>	
<input type="checkbox"/>	Description of Impact on Resident Safety (Sec. 9(f)(2))
<input type="checkbox"/>	Description of Impact on Traffic Patterns and Consistency with Neighborhood Land Use (Sec. 9(f)(2))
<input type="checkbox"/>	Compliance with All State and Local Building, Electrical, Fire, Mechanical and Plumbing Requirements (Sec. 9(b)(1))
<input type="checkbox"/>	Compliance with the Zoning Ordinance (Sec. 9(b)(2))
<input type="checkbox"/>	Facility has been Issued a Certificate of Occupancy and, if Necessary, a Building Permit (Sec. 9(b)(3))
<u>Community Impact</u>	
<input type="checkbox"/>	Description of Planned Outreach on Behalf of Facility Including Plans to Eliminate Traffic, Noise, and Odor Effects (Sec. 9(f)(3))
<u>Managerial Resources</u>	
<input type="checkbox"/>	Record of Acts Detrimental to the Public Health, Security, Safety, Morals, Good Order, or General Welfare (Sec. 9(f)(4))
<u>Financial Resources</u>	
<input type="checkbox"/>	Reasonable and Tangible Demonstration of Sufficient Financial Resources and Business Experience to Execute Business Plans (Sec. 9(f)(5))
<u>Job Creation</u>	
<input type="checkbox"/>	Number of Full-Time and Part-Time Positions To Be Created, Hourly Wages and Salaries; Plans to Attract Employees from City of Pontiac, and Health and Welfare Benefits (Sec. 9(f)(6))
<u>Philanthropic and Community Improvement</u>	
<input type="checkbox"/>	Description of the Proposed Charitable Plans (Sec. 8(c)(16), 9(f)(7))
<u>Community Benefits</u>	
<input type="checkbox"/>	If an Applicant Intends to Pledge Community Benefits, Please Describe the Benefits in Detail.
<u>Physical Improvements</u>	
<input type="checkbox"/>	Proximity to Other Structures, Including 1,000 Feet from School and 500 Feet from Daycare, Public Park, or Religious Institution (Sec. 9(f)(8))
<u>Affidavit and Signature</u>	
<input type="checkbox"/>	Affidavit that Neither the Applicant nor any Stakeholder is in Default to the City of Pontiac (Sec. 8(c)(23))
<input type="checkbox"/>	Signed Acknowledgement that Marihuana Use, Cultivation, Possession, Dispensing, Testing, Transporting and Distribution Are Subject to Federal Law, and Indemnification of the City of Pontiac (Sec. 8(c)(26))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>BACKGROUND INFORMATION</u>

Establishment Information

☐ Provisioning Center

Name of Establishment		Establishment Phone Number	
Establishment Address	City	State	Zip

Establishment is: ☐ Owned ☐ Leased

Applicant Type

☐ Individual ☐ Corporation ☐ LLC ☐ LLP ☐ Other _____

Applicant Information

Applicant Name		Date of Birth (if individual) (month/day/year)/EIN (if entity):	
Phone Number		Secondary Phone Number (if available)	
Applicant Address	City	State	Zip
Applicant Email Address			

(Sec. 8(c)(1), (3))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

BACKGROUND INFORMATION (cont.)

Stakeholder Information – Corporations, LLCs, LLPs and other non-individual entity applicants must complete this sheet for every Stakeholder (the officers, directors, and managerial employees of an applicant and any persons who hold any direct or indirect ownership interest in the applicant). THE FIRST STAKEHOLDER LISTED BELOW WILL BE THE DESIGNATED CONTACT FOR THE APPLICANT. *Make additional copies as needed.*

Name (DESIGNATED CONTACT)		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

Name		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

Name		Date of Birth (month/day/year)	
Phone Number		Secondary Phone Number (if available)	
Address	City	State	Zip
Email Address			

(Sec. 8(c)(1))

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

BACKGROUND INFORMATION (cont.)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Entity Information:

- If the applicant is a corporation, LLC, LLP or other entity, the applicant must attach the entity organizational documentation, including:
 - Articles of incorporation or organization of the Applicant (**Attachment Label: Sec. 8(c)(2)**)
 - Bylaws or operating agreement of the Applicant (**Attachment Label: Sec. 8(c)(4)**)
- Submit documentation that describes the proposed ownership structure of the entity and that identifies the ownership percentages held by each stakeholder (**Attachment Label: Sec. 8(c)(7)**)
- Submit a current organization chart that includes position descriptions and the names of each person holding such position (**Attachment Label: Sec. 8(c)(8)**)

Applicant must also make the following submissions for its proposed operations:

- Security plan for proposed medical marijuana facility consistent with the requirements of LARA Rule 35 (**Attachment Label: Sec. 8(c)(17)**)
- Proof of premises liability and casualty insurance consistent with the requirements of LARA Rule 11 (**Attachment Label: Sec. 8(c)(25)**)

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>BACKGROUND INFORMATION (cont.)</u>
--

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(14)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

CRIMINAL BACKGROUND

Applicant must make the following submission for review of applicable criminal background history:

- Criminal background reports of the applicant's and the applicant's stakeholders' criminal history dated within 30 days of the date of this application (**Attachment Label: Sec. 8(c)(14)**)
 - Such report shall be obtained through Internet Criminal History Access Tool (ICHAT) for applicants residing in Michigan and/or through another state sponsored or authorized criminal history access source for applicants who reside in other states or who have resided in other states within 5 years prior to the date of this application.
 - Such reports must be obtained by applicant and attached to this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>FINANCIAL BACKGROUND</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(6)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(6))

Proposed business plan for the applicant.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(10)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(10))

Describe the planned tangible capital investment in the City of Pontiac, including detail related to the number and nature of proposed medical marihuana facilities, and whether the locations of such facilities will be owned or leased. Attach a copy of the executed deed or lease to this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(12)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(12))

Describe the financial structure and the financing of the proposed medical marihuana facility. Graphical images are acceptable, so long as the entities or individuals referenced on the graph have been identified in this application.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL BACKGROUND (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(13)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(13))

Describe the short-term and long-term business goals and objectives for the proposed medical marihuana facility.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>FINANCIAL BACKGROUND (cont.)</u>
--

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(9)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Submit the following additional information:

- Proposed marketing, advertising and business promotion plan for the proposed medical marihuana facility (**Attachment Label: Sec. 8(c)(9)**)
- Inventory and recordkeeping plan consistent with the requirements of LARA (**Attachment Label: Sec. 8(c)(22)**)
- Verification that the applicant has a minimum capitalization consistent with the requirements of LARA Rule 12 (**Attachment Label: Sec. 8(c)(24)**)
 - Such verification shall be provided by submitting CPA attested financial statements documenting capitalization requirements.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>ECONOMIC BENEFITS</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(11)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(11))

Explain the economic benefits to the City of Pontiac and job creation to be achieved, including the number and type of jobs the medical marihuana facility is expected to create, the amount and type of compensation expected to be paid for such jobs, and the projected annual budget and revenue of the medical marihuana facility.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

COMMUNITY DEVELOPMENT

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(15)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Regarding this Section, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of this Application and award points based on the quality, quantity, and duration of such pledged benefits.

(Attachment Label: Sec. 8(c)(15))

Describe the applicant's proposed community outreach and education strategies.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PLANNING (FACILITY)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(18)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed location:

- Floor plan of the proposed medical marihuana facility consistent with requirements of Section 6.208 of the City of Pontiac zoning ordinance (**Attachment Label: Sec. 8(c)(18)**)
- Scale diagram (in the form of a property survey prepared by a licensed professional surveyor) illustrating the property upon which the proposed medical marihuana facility is to be operated, including all available parking spaces and specifying which parking spaces are handicapped accessible (**Attachment Label: Sec. 8(c)(19)**)
- Depiction of any proposed text or graphic materials to be shown on the exterior of the proposed medical marihuana facility (**Attachment Label: Sec. 8(c)(20)**)
- Facility sanitation plan (**Attachment Label: Sec. 8(c)(21)**)
 - This plan must describe how waste will be stored and disposed and how marihuana will be rendered unusable upon disposal at the proposed medical marihuana facility.
- Location map (in the form of a survey map prepared by a licensed professional surveyor) that identifies the relative locations of, and distances from, the nearest school, childcare center, public park containing playground equipment, or religious institution (**Attachment Label: Sec. 8(c)(27)**)
 - Per Section 3.11010 – Buffer Distance Restrictions, of the City of Pontiac's Medical Marihuana Zoning Ordinance #2363, the measurement must be taken along the centerline of the street or street 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, or, for a public park, from the playground equipment nearest the contemplated location, and from the primary point of ingress to the contemplated location.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>PATIENT EDUCATION</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(C)(5)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 8(c)(5))

Describe the training and education that the applicant will provide to all employees.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PATIENT EDUCATION (cont.)

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 8(C)(28)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed operations:

- Patient education plan (**Attachment Label: Sec. 8(c)(28)**)
- Plan for drug and alcohol awareness programs provided or arranged for by the applicant and available to public (**Attachment Label: Sec. 8(c)(29)**)

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>LAND USE</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(2))

Describe the applicant's plan for mitigating detriments to resident safety.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(2)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(2))

Describe the proposed facility's consistency with the land use for the surrounding neighborhood and its impact on traffic patterns.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>LAND USE</u> (cont.)

No application will be approved for a permit unless:

- The fire department and the departments of building and safety and planning or another relevant department have confirmed that the proposed location is in compliance with all state and local building, electrical, fire, mechanical and plumbing requirements **(Sec. 9(b)(1))**
- The departments of building and safety and planning or another relevant department has confirmed that the proposed location complies with the zoning ordinance **(Sec. 9(b)(2))**
- The proposed medical marihuana facility has been issued a certificate of occupancy and, if necessary, a building permit **(Sec. 9(b)(3))**
- The applicant is prequalified (step-one approval) for a State of Michigan medical marihuana facilities license by the Michigan Department of Licensing and Regulatory Affairs **(Sec. 17(3))**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

LAND USE (cont.)

Note to Applicants: the submissions set forth on the previous page of this application and the medical marihuana facility are subject to the following submission and review standards (PLEASE NOTE THAT THE BELOW IS NOT A COMPLETE LIST OF APPLICABLE STANDARDS):

- All medical marihuana facilities must meet the following applicable building codes: (i) Michigan Building Code 2015; (ii) Michigan Mechanical 2015; (iii) Michigan Plumbing Code 2015; and (iv) National Electrical Code 2017
- Applicants shall be required to obtain permits for build out of medical marihuana facilities – such permits may include: (i) Building; (ii) Electrical; (iii) Mechanical; (iv) Plumbing; (v) Fire Alarm (Security System); and (vi) Fire Suppression
- Applicable medical marihuana facilities must meet applicable requirements of the International Fire Code 2015 edition and National Fire Protection Association (NFPA) standards (including NFPA 1 2018)
- Applicants are subject to Property Maintenance Code 2015, Section 107.5
- Review of medical marihuana applications by the City of Pontiac planning division; without limitation, review of permits is subject to the following provisions of the Pontiac zoning ordinance:
 - Uses Permitted by District: Articles 2, Chapter 2
 - Dimensional and Development Standards for Zoning District: Article 2, Chapter 3
 - Frontage Design Standards: Article 2, Chapter 4
 - Dimension & Development Standards for Specific Uses: Article 2, Chapter 5
 - Special Purpose Zoning Districts: Article 3, Chapter 11
 - General Provision: Article 4
 - Accessory Structures and Fences: Chapter 1
 - General Standards: Chapter 2
 - Parking: Chapter 3
 - Landscaping & Buffering: Chapter 4
 - Exterior Lighting: Chapter 5
 - Performance Standards: Chapter 7
 - Signs: Article 5
 - Site Plan Review: Article 6, Chapter 3
 - Special Exception Permit Review: Article 6, Chapter 3
 - Variances & Appeals: Article 6, Chapter 4
 - Permits, Fees, Violations and Penalties: Article 6, Chapter 7
 - Zoning Text & Map Amendments: Article 6, Chapter 8
 - Public Hearing Procedures: Article 6, Chapter 9
 - Definitions: Article 7, Chapter 1, 2 & 3

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>COMMUNITY IMPACT</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(3)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(3))

Describe the applicant's planned outreach on behalf of the facility, including plans to eliminate or minimize traffic, noise, and odor effects.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>MANAGERIAL RESOURCES</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(4)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(4))

For the applicant and for each stakeholder, disclose and describe any record of acts detrimental to the public health, security, safety, morals, good order, or general welfare.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

FINANCIAL RESOURCES

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 9(F)(5)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must make the following submissions for its proposed operations:

- Reasonable and tangible demonstration of sufficient financial resources and business experience to execute business plan
- Description of allocation of financial resources to each phase of business plan
- Anticipated reinvestment of profits into business
- Copies of financial statements of applicant and primary stakeholders for last twelve months*
- Copies of tax returns of applicant and primary stakeholders for last three years*
- Managerial history of key stakeholders and managers, including copies of resumes
- CPA attestation of network or bank statements

(Attachment Label: Sec. 9(f)(5))

***Note: If the applicant has received and submits its pre-qualification letter from the State with its application, the applicant and its stakeholders need not submit copies of financial statements or tax returns.**

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

JOB CREATION

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 9(f)(6)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Sec. 9(f)(6))

Identify the number of full-time and part-time positions the applicant intends to create; the hourly wages or salaries the applicant intends to pay employees; any plans and strategies to attract and hire employees from the City of Pontiac; and whether the applicant plans to provide employee health and welfare benefit plans, including, but not limited to, sick leave, maternity leave, and paternity leave.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

PHILANTHROPIC AND COMMUNITY IMPROVEMENT
--

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (SEC. 8(c)(16)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Regarding this Section, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the commitment, quality, duration, community support and amount pledged of such pledged benefits.

(Attachment Label: Sec. 8(c)(16), 9(f)(7))

Describe the proposed charitable plans of the applicant, whether through financial donations or volunteer work.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>COMMUNITY BENEFITS</u>

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (COMMUNITY BENEFITS); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Community Benefits)

In evaluating and scoring applications, the City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the commitment, quality, duration, community support, and amount pledged of such pledged benefits.

If an applicant does not pledge community benefits, that applicant will receive a score of zero (0) in the following categories/subcategories of this Application's scoring: (i) Content and Sufficiency of the Information, Part D (Community Development Subcategory) (10 possible points); and (ii) Philanthropic and Community Improvement (10 possible points).

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

COMMUNITY BENEFITS (cont.)

IF YOU REQUIRE ADDITIONAL SPACE, YOU MAY ATTACH AN ADDENDUM. ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (COMMUNITY BENEFITS AGREEMENT); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

(Attachment Label: Community Benefits)

If you intend to pledge Community Benefits to the community, please describe the benefits that you have pledged to provide in the City of Pontiac. This would include the pledges you made under *Content and Sufficiency of Information, Part D (Community Development Subcategory)* and *Philanthropic and Community Improvement*.

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

<u>PHYSICAL IMPROVEMENTS</u>

ALL ATTACHMENTS TO THIS APPLICATION SHOULD BE CLEARLY LABELED WITH AN ORDINANCE REFERENCE FOR THE APPLICABLE REQUIREMENT (FOR EXAMPLE, SEC. 9(F)(8)); FAILURE TO PROPERLY LABEL ATTACHMENTS MAY RESULT IN YOUR APPLICATION BEING DELAYED OR DENIED

Applicant must submit documentation of the following:

- Per Section 3.11010 – Buffer Distance Restrictions, of the City of Pontiac's Medical Marihuana Zoning Ordinance #2363, proximity of the proposed medical marihuana facility to other structures, including
 - Whether the proposed medical marihuana facility is more than 1,000 feet from an operational public or private school, and
 - More than 500 feet from an operational commercial childcare organization (non-home occupation) that is licensed or registered with the State of Michigan Department of Health and Human Services or its successor agency, a public park with playground equipment, or a religious institution that is defined as tax exempt by the city assessor.
 - 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, or from the playground equipment in a public park, and from the primary point of ingress to the contemplated location (**Attachment Label: Sec. 9(f)(8)**)

All questions on this form must be answered completely and truthfully.
Any incomplete information may result in an application being delayed or denied.

PLEASE TYPE ONLY.

Applicant Name _____

COMPLETE FOR APPLICANT AND EACH STAKEHOLDER

PONTIAC CITY TREASURER'S OFFICE

47450 Woodward Ave - 1st Floor
Pontiac, MI 48342
(248) 758-3272 FAX (248) 758-3177

PONTIAC TREASURY INFORMATION REQUEST

Name: _____

Home Address: _____

Since: _____

Daytime Phone Number: _____

Social Security #: _____

Driver's License #: _____

Date of Birth (month/day/year): _____

Employer/Business Information

Corporate Name: _____

Doing Business As: _____

Address: _____

Since: _____

Business Phone #: _____

Federal Employer Identification #: _____

Do you, or any of these businesses, owe the City money for any reason? Yes _____ No _____

If Yes, for what reason? _____

Name of any other Pontiac area business in which your ownership participation exceeds 25%: _____

Signature _____

Date _____

AFFIDAVIT AND SIGNATURE

- ☐ I swear and affirm that neither I, the applicant, nor any stakeholder of the applicant, is in default to the City of Pontiac, including for failure to pay any property taxes, special assessments, fines, fees or other financial obligations to the City. (Sec. 8(c)(23))
- ☐ I acknowledge that I, the applicant, understand that all matters related to marihuana cultivation, possession, dispensing, testing, transporting, distribution and use are currently subject to Federal laws, and that the approval of a permit hereunder does not exonerate or exculpate the applicant from exposure to any penalties associated therewith. Further, the applicant completely releases and forever discharges the City of Pontiac and its respective employees, agents, facilities, insurers, indemnors, successors, heirs and/or assigns from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory or recovery, which the applicant or its stakeholders may now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way arise out of the applicant or stakeholders' application for a permit and, if issued a permit, the applicant or stakeholders' operation of a medical marihuana facility. (Sec. 8(c)(26))
- ☐ I, the applicant, have read and am fully aware of all plans and details listed in this application, and have been provided the opportunity to discuss its contents with any applicable professionals, including but not limited to an attorney of my choosing.
- ☐ I, the applicant, consent to inspections, examinations, searches and seizures required or undertaken in relation to this application or the City of Pontiac Medical Marihuana Facilities Ordinance, including without limitation any criminal and financial background checks.

I swear and affirm, under the penalties of perjury, that the information and statements set forth in this application, including all attachments hereto, are true and complete.

Printed Name: _____

Signature: _____

Address: _____

Date: _____

Subscribed & sworn to before me this _____ day of _____ 20____

Notary Signature _____

Printed Name _____ My Commission Expires _____

Notary Public, _____ County, MI Acting in the County of _____

APPEAL RIGHTS

Any applicant aggrieved by the denial of a permit may appeal to the Pontiac City Clerk, who shall appoint a hearing officer to hear and evaluate the appeal and make a recommendation to the Pontiac City Clerk. Such appeal shall be taken by filing with the Pontiac City Clerk, **within fourteen (14) days** after notice of the action complained of has been mailed to the applicant's last known address on the records of the Pontiac City Clerk, a written statement setting forth fully the grounds for the appeal. The Pontiac City Clerk shall review the report and recommendation of the hearing officer and make a decision on the matter. The Pontiac City Clerk's decision may be further appealed to the medical marihuana commission if applied for in writing to the medical marihuana commission **no later than thirty (30) days** after the Pontiac City Clerk's decision.

Any decision by the medical marihuana commission on an appeal shall be final for purposes of judicial review. The medical marihuana commission shall review and decide all appeals that are forwarded to it by the Pontiac City Clerk under the Ordinance, and the medical marihuana commission shall review all appeals de novo. The medical marihuana commission shall only overturn a decision or finding of the Pontiac City Clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material, substantial, and competent facts on the whole record considered by the Pontiac City Clerk in arriving at such decision or finding.

PROCESS FOR APPEAL

Pontiac City Clerk makes decision on application



Applicant submits written appeal to Pontiac City Clerk within 14 days.



Pontiac City Clerk appoints hearing officer to hear and evaluate appeal.



Applicant can present additional clarifying information or evidence that the applicant believes should be considered in assessing its application.



Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.



Applicant may submit further written appeal to medical marihuana commission within 30 days.

Provisioning Centers Scoring Criteria Guide

CITY OF PONTIAC MEDICAL MARIHUANA PROVISIONING CENTERS
SCORING CRITERIA GUIDE

Applicants seeking a license to operate a medical marihuana provisioning center within the City of Pontiac will be evaluated and scored according to several criteria set out in the City of Pontiac Medical Marihuana Facilities Ordinance.

Each applicant will be scored in each of the following eight categories:

	Category	Maximum Possible Points	Applicable Ordinance Section
1	Content and Sufficiency <u>Subcategories</u> <ul style="list-style-type: none"> • <i>Background Information</i> (up to 5 points) • <i>Financial Background</i> (up to 10 points) • <i>Economic Benefits</i> (up to 10 points) • <i>Community Development</i> (up to 10 points) *scored using Community Benefits Scoring • <i>Planning (Facility)</i> (up to 10 points) • <i>Patient Education</i> (up to 5 points) 	50	§9(f)(1)
2	Land Use	20	§9(f)(2)
3	Community Impact	10	§9(f)(3)
4	Managerial Resources	10	§9(f)(4)
5	Financial Resources	10	§9(f)(5)
6	Job Creation	10	§9(f)(6)
7	Philanthropic and Community Improvement *scored using Community Benefits Scoring	10	§9(f)(7)
8	Physical Improvements	10	§9(f)(8)
	TOTAL POSSIBLE SCORE	130	

In a category in which an applicant can earn a maximum of five (5) points, applicants will receive:

- One (1) point if their submission is **Very Deficient**, or
- Five (5) points if their submission is **Satisfactory**.

In a category in which an applicant can earn a maximum of ten (10) points, applicants will receive:

- One (1) point if their submission is **Very Deficient**,
- Five (5) points if their submission is **Somewhat Deficient**, or
- Ten (10) points if their submission is **Satisfactory**.

In the category in which an applicant can earn a maximum of twenty (20) points, applicants will receive:

- One (1) point if their submission is **Very Deficient**,
- Ten (10) points if their submission is **Somewhat Deficient**, or
- Twenty (20) points if their submission is **Satisfactory**.

A submission will be deemed **Satisfactory** in a particular category if it satisfies the criteria set out for that category, as applicable.

A submission will be deemed **Somewhat Deficient** in a particular category if it partially satisfies the criteria set out for that category but fails to satisfy all criteria, as applicable.

A submission will be deemed **Very Deficient** in a particular category if it significantly fails to satisfy the criteria set out for that category, as applicable.

In order to receive the maximum amount of points for pre-qualification with the State of Michigan in the categories of Managerial Resources and Financial Resources, the applicant must have received its pre-qualification prior to submitting its Provisioning Center Application to the City of Pontiac.

Community Benefits Scoring

In the Community Development Subcategory of Content and Sufficiency (up to 10 points) and the Philanthropic and Community Improvement Category (up to 10 points), applicants will be scored based on the community benefits pledged in the City. Community benefits points will be awarded, as determined by the City Clerk, based on the commitment, quality, duration and community support of such pledged benefits.

If an applicant does not pledge community benefits, such applicant will receive a zero (0) score for such Community Development Subcategory and Philanthropic and Community Improvement Category.

In each Community Benefits Scoring category in which an applicant can earn a maximum of three (3) points, applicants will receive:

- One (1) point if their submission is **Very Deficient**, or
- Three (3) points if their submission is **Satisfactory**.

In each Community Benefits Scoring category in which an applicant can earn a maximum of four (4) points, applicants will receive:

- One (1) point if their submission is **Very Deficient**, or
- Four (4) points if their submission is **Satisfactory**.

The **Total Possible Score** for an application is **130 points**.

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MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA				
#1	<u>CONTENT AND SUFFICIENCY OF THE INFORMATION</u>	Sub-Category Maximum Possible Points	Maximum Possible Points	Applicable Ordinance Section
	CRITERIA		50	
A	<i>Background Information Subcategory</i>	5		
1	Full name, date of birth, physical address, email address, and telephone number of applicant and entity's stakeholders			§8(c)(1)
2	Articles of incorporation, operating agreement, and bylaws			§8(c)(2),(4)
3	Entity's employee identification number			§8(c)(3)
4	Proposed ownership structure			§8(c)(7)
5	Current organization chart			§8(c)(8)
6	Applicant's criminal history			§8(c)(14)
7	Description of security plan consistent with LARA requirements			§8(c)(17)
8	Affidavit that no applicant or stakeholder is in default to the city			§8(c)(23)
9	Proof of premises liability and casualty insurance			§8(c)(25)
10	Signed acknowledgment of understanding regarding federal law			§8(c)(26)

MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA				
#1	<u>CONTENT AND SUFFICIENCY OF THE INFORMATION</u>	Sub-Category Maximum Possible Points	Maximum Possible Points	Applicable Ordinance Section
	CRITERIA		50	
B	<i>Financial Background Subcategory</i>	10		
11	Proposed business plan			§8(c)(6)
12	Marketing, advertising, and business promotion plan			§8(c)(9)
13	Description of planned tangible capital investment in the city			§8(c)(10)
14	Description of financial structure and financing of facility			§8(c)(12)
15	Source of financing of facility, including documentation of any loans or lines of credit			
16	Sources of capital contributions			
17	Solvency of investors			
18	Whether facility has established account with financial institution			
19	Description of financial recordkeeping and accounting system			
20	Controls in place to assure financial integrity of facility, including how cash is secured			
21	Pre-qualification with State of Michigan (maximum points awarded)			
22	Short-term business goals and objectives			§8(c)(13)
23	Long-term business goals and objectives			
24	Strategic plan for meeting business goals			
25	Identification and investment of resources necessary to achieve business goals			
26	Proposed inventory and recordkeeping plan			§8(c)(22)
27	Frequency of inventory audits and other inventory controls			
28	Method of inventory costing (FIFO, LIFO, etc.)			§8(c)(24)
29	Verification of minimum capitalization			
30	Documentation, including bank or financial statements of minimum capitalization			

MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA

#1	<u>CONTENT AND SUFFICIENCY OF THE INFORMATION</u>	Sub-Category Maximum Possible Points	Maximum Possible Points	Applicable Ordinance Section
	CRITERIA		50	
C	<i>Economic Benefits Subcategory</i>	10		
31	Job creation to be achieved			§8(c)(11)
32	Number and type of jobs to be created			
33	Compensation to be offered for each position			
34	Projected annual budget and revenue of facility			
35	Projected timeline for facility to break even			
D	<i>Community Development Subcategory</i>	10		
<p>The City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the following criteria.</p> <p>If an applicant does not pledge community benefits, such applicant will receive a zero (0) score for this subcategory.</p>				
36	Commitment to providing community benefits and quality of pledged community benefits	4		§8(c)(15),
	<ul style="list-style-type: none"> A description of the proposed community outreach and education strategies. 			
37	Duration of pledged community benefits	3		
	<ul style="list-style-type: none"> A description of the amount of time or financial commitment to each program. A description of the length (days, weeks, months) of each commitment and cumulative duration. 			
38	Community support for pledged community benefits	3		
	<ul style="list-style-type: none"> Community outreach meetings that occur at a variety of places (community centers, churches, etc.). A description of the planned frequency of community outreach meetings. A description of the applicant's plans for responding to community concerns. A description of the applicant's efforts to connect with community leaders. A description of the involvement of key stakeholders in community development programs. 			

MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA				
#1	<u>CONTENT AND SUFFICIENCY OF THE INFORMATION</u>	Sub-Category Maximum Possible Points	Maximum Possible Points	Applicable Ordinance Section
	CRITERIA		50	
E	<i>Planning (Facility) Subcategory</i>	10		
39	Floor plan for facility			§8(c)(18)
40	Description of renovations needed to meet floor plan			
41	Time needed to complete renovation and setup			
42	Scale diagram illustrating property			§8(c)(19)
43	Any proposed text or graphic materials to be posted on exterior of building			§8(c)(20)
44	Size and nature of external graphics (signboard, electronic, etc.)			
45	Number of external graphics or signs			
46	Verification of compliance with state and local building and safety codes			§8(c)(21)
47	Certificate of occupancy			
48	Facility sanitation plan			
49	Plan for ensuring proper treatment and security of waste			
50	Contracts with service providers for waste disposal and treatment			

MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA				
#1	<u>CONTENT AND SUFFICIENCY OF THE INFORMATION</u>	Sub-Category Maximum Possible Points	Maximum Possible Points	Applicable Ordinance Section
	CRITERIA		50	
F	<i>Patient Education Subcategory</i>	5		
51	Description of education and training to be provided to employees			§8(c)(5)
52	Patient education plan			§8(c)(28)
53	Training to be provided to employees on patient education			
54	Whether licensed professional provides employee training			
55	Resources available to employees in educating patients (written materials, online, etc.)			
56	Brochures and other resources available to patients			
57	Drug and alcohol awareness programs			§8(c)(29)
58	Training provided to employees for recognizing substance abuse			
59	Partnerships with community organizations for substance abuse awareness programs			
60	Materials provided to patients regarding drug and alcohol awareness			
	TOTAL – Content and Sufficiency of the Information			

MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA				
#2	<u>LAND USE</u>	Sub-Category Possible Points	Maximum Possible Points	Applicable Ordinance Section
	CRITERIA		20	
A	<i>Resident Safety Subcategory</i>	10		
1	Detriment to resident safety			§9(f)(2)
2	System for communicating potential safety threats to neighborhood residents			
3	Plan for securing facility including surveillance			
4	Agreements with law enforcement or private security company to ensure area safety			
B	<i>Neighborhood Land Use Subcategory</i>	10		
5	Consistency with neighborhood land use			§9(f)(2)
6	Efforts to ensure character of neighborhood maintained			
7	Plan to ensure product and materials are kept away from minors			
8	Partnerships with community organizations to mitigate negative effects			
9	Partnerships with area businesses to mitigate issues			
10	Effect on traffic patterns			
11	Consultation with law enforcement regarding traffic flow			
12	Availability of adequate parking near facility			
13	Whether parking is exclusive to facility or share with other businesses			
	TOTAL – Land Use			

MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA			
#3	<u>COMMUNITY IMPACT</u>	Maximum Possible Points	Applicable Ordinance Section
	CRITERIA	10	
1	Planned community outreach initiatives		§9(f)(3)
2	Meetings with community leaders and stakeholders		
3	Availability of facility managers to address community concerns		
4	Promptness in responding to community concerns		
5	Physical improvements to building		
6	Capital investment in building and time for completion		
7	Impact on traffic		
8	Plan for ensuring uninterrupted street access		
9	Effect on noise level		
10	Efforts to control facility area and eliminate loitering		
11	Mitigation of odor effects		
12	Technology in place to mitigate odors		
	TOTAL – Community Impact		

MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA			
#4	<u>MANAGERIAL RESOURCES</u>	Maximum Possible Points	Applicable Ordinance Section
	CRITERIA	10	
1	Record of acts detrimental to public health, security, safety, morals, good order, or general welfare		§9(f)(4)
2	Description of each primary stakeholder's relevant business experience		
3	History of operating similar medical marihuana facilities		
4	Whether applicant currently operates other medical marihuana facilities		
5	Whether facility managers are stakeholders of applicant		
6	Whether facility manager has operated other medical marihuana facilities		
7	Proof of regulatory compliance		
8	Criminal background history by applicant and stakeholders		
9	Pre-qualification with State of Michigan (maximum points awarded)		
	TOTAL – Managerial Resources		

In order to receive the maximum amount of points for pre-qualification with the State, the applicant must have received its pre-qualification prior to submitting its Provisioning Center Application with the City.

MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA			
#5	<u>FINANCIAL RESOURCES</u>	Maximum Possible Points	Applicable Ordinance Section
	CRITERIA	10	
1	Sufficient financial resources to fund business plan		§9(f)(5)
2	Description of allocation of financial resources to each phase of business plan		
3	Anticipated reinvestment of profits into business		
4	Copies of financial statements of applicant and primary stakeholders for last twelve months*		
5	Copies of tax returns of applicant and primary stakeholders for last three years*		
6	Business experience to execute business plan		
7	Managerial history of key stakeholders and managers including copies of resumes		
8	CPA attestation of net worth or bank statements		
9	Pre-qualification with State of Michigan (maximum points awarded)		
	TOTAL – Financial Resources		

In order to receive the maximum amount of points for pre-qualification with the State, the applicant must have received its pre-qualification prior to submitting its Provisioning Center Application with the City.

*If the applicant has received and submits its pre-qualification letter from the State with its application, the applicant and its stakeholders need not submit copies of financial statements or tax returns.

MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA			
#6	<u>JOB CREATION</u>	Maximum Possible Points	Applicable Ordinance Section
	CRITERIA	10	
1	Anticipated job creation		§9(f)(6)
2	Number of full-time and part-time positions expected to be created		
3	Nature of each position		
4	Hourly wages or salaries for each position		
5	Qualifications required for each position (high school, college, certifications, etc.)		
6	Healthcare and benefits to be provided		
7	Plan and strategy to attract employees from City of Pontiac		
8	Plans and initiatives for recruiting prospective employees		
9	Marketing of jobs and recruiting efforts via a variety of media, including in-person meetings within community		
	TOTAL – Job Creation		

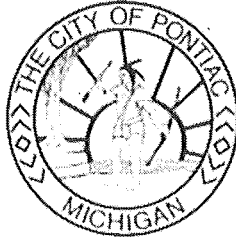
MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA				
#7	<u>PHILANTHROPIC AND COMMUNITY IMPROVEMENT</u>	Benefits Rating	Maximum Points Possible	Applicable Ordinance Section
	CRITERIA		10	
<p>The City Clerk will consider those community benefits pledged in the City of Pontiac as part of the provisioning center application and award points based on the following criteria.</p> <p>If an applicant does not pledge community benefits, such applicant will receive a zero (0) score for this subcategory.</p>				
1	Commitment to providing community benefits and quality of pledged community benefits	4		§9(f)(7) §8(c)(16)
	<ul style="list-style-type: none"> • A description of proposed charitable plans, whether through financial donations or volunteer work. • A description of the community improvement programs aimed at the City of Pontiac. 			
2	Duration of pledged community benefits	3		
	<ul style="list-style-type: none"> • A description of the amount of time or financial commitment to each program. • A description of the length (days, weeks, months) of each commitment and cumulative duration. 			
3	Community support for pledged community benefits	3		
	<ul style="list-style-type: none"> • A description of the applicant's plans for responding to community concerns. • A description of the applicant's efforts to connect with community leaders. • A description of the involvement of key stakeholders in charitable programs. 			
	TOTAL – Philanthropic and Community Improvement			

MEDICAL MARIHUANA PROVISIONING CENTERS SCORING CRITERIA			
#8	<u>PHYSICAL IMPROVEMENTS</u>	Maximum Possible Points	Applicable Ordinance Section
	CRITERIA	10	
1	Proximity to other structures		§9(f)(8)
2	More than 1,000 feet from operational public or private school		
3	More than 500 feet from operational commercial childcare organization, public park with playground equipment, or religious institution		
	TOTAL – Physical Improvements		

The application should certify that distances have been measured in accordance with the procedure set out in Ordinance Section 9(f)(8) and should either (1) specify the distance of the proposed facility from each such structure or (2) certify that no structures are located within the prescribed distances.

#6

Discussion



The 10th Pontiac City Council Rules and Procedures

All meetings of the city council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

Meeting Times

The city council meetings will be held every Tuesday of each month beginning at 6:00 p.m. at City Hall in the Council Chambers for formal meetings and for Study Session meetings unless otherwise rescheduled by resolution of the council. The Tenth Council has decided to implement Study Sessions and Formal Meetings. These meeting will alternate week to week.

Formal Meeting

During the formal meetings the City Council proceed through the formal agenda and take action on agenda items.

Special meetings

A special meeting shall be called by the mayor or any two members of council. A 24 hours written notice to each member of the council served personally or left at the councilmember's usual place of residence is required. However, any special meeting at which all council members are present or have given written consent shall be a legal meeting for such purposes, without such written notice. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the council unless the item has been stated in the notice of such meeting.

Posting requirements for regular and special meetings

- a. Within 10 days after the first meeting of the council following the election, a public notice stating the dates, times and places of the regular monthly council meetings will be posted at the City Clerk's Office and on the City's web page.
- b. For a rescheduled regular or special meeting of the council, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting at the City Clerk's Office and on the City's web site. Special meeting notices shall also state the purpose of the meeting.
- c. The notice described above is not required for a meeting of the council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the council determine that delay would be detrimental to the city's efforts in responding to the threat.

Minutes of regular and special meetings

The clerk shall attend the council meetings and record all proceedings and resolutions of the council in accordance with the Open Meetings Act. In the absence of the clerk, the deputy clerk shall perform the clerk's duties.

At a minimum, the minutes shall indicate the date, place, type (regular or special), and time of meeting; the names of all elected city officials present at roll call; the name and time of arrival of any elected official not present at roll call; the name and time of departure of any elected official before adjournment; the maker and supporter of all motions and resolutions which are voted upon by the council; an indication of how each council member present voted on a motion or resolution; the call of the chair as to the passage or failure of the motion or resolution; and the time of adjournment. For public comment, only the number of individuals speaking need be included in the minutes. For a public hearing, the name of the person addressing the council and the topic of the comments.

A copy of the minutes of each regular or special council meeting shall be available for public inspection at the City Clerk's Office during regular business hours.

Conduct of meetings

Meetings to be public

All regular and special meetings of the council shall be open to the public. Citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the council and its committees shall be open to the public, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

Agenda preparation

An agenda for each regular council meeting shall be prepared by the city clerk with the following order of business: The agenda will be as follows for the Formal Meetings.

Formal Meetings

1. Call to order
2. Invocation
3. Pledge of Allegiance to the Flag of the United States
4. Roll Call
5. Authorization to Excuse Members from the Meeting
6. Amendments to and approval of the agenda
Motions to amend the agenda are not debatable.
7. Approval of the Minutes
8. Subcommittee Report (As needed)
9. Special Presentation (If any)

Any presentations with prepared materials must be presented in print to the Council members. Specifically any power point presentations must be in printed form and distributed to the Council members prior to the beginning of the presentation.

10. Public Hearings (If any)
11. Recognition of Elected Officials (If any)
12. Agenda Address (2 Minute Limit)
13. Agenda Items
14. Public Comment (3 Minute Limit)
15. Mayor, Clerk and Council Closing Comments (3 Minute Limit)
16. Adjournment

The Agenda will be as follows for **Study Session Meetings**

Study Session

1. Call to order
2. Roll Call
3. Authorization to Excuse Members from the Meeting
4. Approval of the Agenda
5. Approval of the Minutes
6. Public Comment
7. Review of all agenda items
8. Adjournment

All items presented to the city council for action shall be placed on the first possible agenda by the city clerk. The deadline to submit an item to the clerk to place on the agenda shall be noon on the Thursday before a Study Session Meeting. The clerk shall distribute the agenda by email no later than 5:00 p.m. on Friday. Complete agenda packets, excluding confidential information, shall be posted on the City's web site concurrent with distribution of the agenda packet to the council members. Any councilmember shall have the right to add items to the regular agenda before it is approved.

Agenda distribution

The clerk is responsible for the agenda distribution, which is emailed to each councilmember forty-eight (48) hours or more prior to each council meeting. In addition, the clerk posts each agenda to the city website 48 hours prior to each meeting for public access. Agendas for special meetings shall be distributed with the notice of special meeting and posted on the City's website.

Quorum

A majority of the entire elected or appointed and sworn members of the council shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice. The council may adopt an ordinance to prescribe penalties.

Attendance at council meetings

Council is empowered by Article III – Legislative Branch, Section 3.107 of the charter to adjourn a meeting if a quorum is not present and compel attendance in a manner prescribed by its ordinance. In the event that the member's absences continue for more than five consecutive regular meetings of the council, the council may declare the seat vacant in accordance with Section 3.119 of the charter.

Role of the Mayor (Charter 4.101 "The Mayor or the Deputy Mayor shall attend all meetings of the Council and respond to questions from Council members and Citizens, make reports and present

proposals.”) The Mayor shall not speak on Council agenda items unless the Mayor is asked a question on that item.

Presiding officer

The presiding officer shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The council president is ordinarily the presiding officer. If the Council President is absent, The Council President Pro Tem will preside over the meeting. In the absence of both the Council President and the Council President Pro Tem at the same meeting, the council member presiding over the meeting shall rotate by District, starting with District one. In the event of a resignation or other permanent absence, that the position shall be filled by nomination and affirmative vote of the majority of Council members serving.

Disorderly conduct

The president may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time or speaking vulgarities. Such person shall be seated until the chair determines whether the person is in order.

Closed meetings

Purpose

Closed meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- a. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting.
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- d. To consult with the municipal attorney or another attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the council.
- e. To review the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting.
- f. To consider material exempt from discussion or disclosure by state or federal statute.

Calling closed meetings

At a regular or special meeting, the councilmembers elected or appointed and serving, by a two-thirds roll call vote may call a closed session under the conditions outlined in the Open Meetings Act. The roll call vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

Minutes of closed meetings

A separate set of minutes shall be taken by the clerk or the designated secretary of the council at the closed session. These minutes will be retained by the clerk, shall not be available to the public, and shall only be disclosed if required by civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

Discussion and voting

Rules of parliamentary procedure

The rules of parliamentary practice, as contained in the most recent edition of Robert's Rules of Order Newly Revised, shall govern the council in all cases to which they are applicable, provided they are not in conflict with these rules, city ordinances or applicable state statutes. The Parliamentarian shall be a Professional Registered Parliamentarian with the National Association of Parliamentarians. The chair shall preserve order and decorum and may speak to points of order in preference to other councilmembers. If a point of order is given, it should not exceed two (2) minutes.

Conduct of discussion

During the council discussion and debate, no councilmember shall speak until recognized for that purpose by the chair. After such recognition, the councilmember shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another councilmember. Councilmembers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate.

The Council members may decide by majority vote to limit or determine the time to be devoted to the discussion of a pending motion or item for discussion.

Interruptions of Votes

Interruptions during the taking of a vote are permitted only before any councilmember has actually voted.

Rule against Explanation by Councilmembers During Voting

A councilmember has no right to "explain their vote" during voting, which would be the same as debate at such a time.

Changing One's Vote

A member has a right to change their vote up to the time the result is announced. After that the member can make the change only by the unanimous consent of the remaining councilmembers present.

Ordinances and resolutions

A vote on all ordinances and resolutions shall be taken by a roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or by council rules.

Abstentions

Except as otherwise specified in the City Charter or in matters relating to a direct financial conflict of interest no Councilmember shall abstain from voting on any question.

Roll Call

In all roll call votes, the names of the members of the council shall be called in rotating alphabetical order.

Disposition of Agenda Items

When an agenda item has been rejected by a vote of Council vote it may not be returned to the agenda unless the Councilmembers request, by majority vote, to give it further consideration.

Disposition of Agenda Item: An item may be not be returned for at least 30 days and by a Councilmembers request, by majority vote to give it further consideration.

Citizen participation

Each regular and special council meeting agenda shall provide reserved time for citizen participation. During citizen participation, each individual shall address the City Council in an orderly and dignified manner and shall not engage in conduct or language that disrupts, makes fun of, or otherwise impedes the orderly conduct of the Council Meeting. In addition, members of the audience shall not engage in disorderly or boisterous activity including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language, cheering, whistling, clapping, or any other acts that disturb, disrupt, or impede, or otherwise interfere with the orderly conduct of the City Council Meeting.

Agenda Address

The Council has included in its agenda a time for Agenda Address. Agenda Address will allow the audience to comment on agenda items on the agenda of the City Council Meeting. The individuals addressing the body will have 2 minutes to complete the Agenda Address. All individuals wishing to participate in the Agenda Address will have to fill out an Agenda Address Card, which will be located in the City Clerk's Office. The Agenda Address Card shall require the person to identify himself or herself, a method of contact, and the subject matter of their comments and such other information the Council President may require. The Agenda Address Card has to completed and turned in to the Clerk's Office by Tuesday at 4:30 p.m. to be considered for the following council meeting. Individuals who have submitted an Agenda Address Card to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak.

Public Comment

The Council has included in its agenda a time for Public Comments. The Public Comment portion of the agenda will allow individuals to comment on non-agenda items. The individuals addressing the body will have 3 minutes to complete public comment. All individuals wishing to participate during public comment will have to complete the Public Comment Sign-In Sheet, which will be located in the City Council Chambers on a clipboard.

The Public Comment Sign In-Sheet shall require the person to identify himself or herself, a method of contact, and the subject matter of their comments and such other information the Council President may require. The Public Comment Sign-In Sheet will be picked up before the call of order of the meeting. If your name is not on the Public Comment Sign-In Sheet once picked up, you will not be allowed to speak during Public Comment. Individuals who have submitted their information on the sign in sheet to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak. A person having been called on to speak may not yield their time to another person.

At the time of Public Comment on the agenda, the chair has the flexibility to determine that the time should be limited to less than three minutes for each speaker.

During Public Comment speakers shall not expressly advocate a vote for or against a candidate or ballot issue. (Sec. 57 Michigan Campaign Finance Act)

During Public Comment, council members shall not respond to any speaker. Responses to public comments are appropriate during closing comments prior to the adjournment of the meeting.

City of Pontiac employees cannot give public comments while on the clock and while receiving compensation from the City of Pontiac.

Only individuals signed up for public comment can be provided 3 minutes to speak, no add ons.

Miscellaneous

Suspension of rules

The rules of the council may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that council actions shall conform to state statutes and to the Michigan and United States Constitutions.

Annual Review of the Rules

Each January the Councilmembers shall review these Rules and they may be revised by a majority vote of the councilmembers.

Committees

Standing and special committees of council

The city shall have the following standing committees:

Finance/Human Resource Committee: Responsible for meeting with the Finance Director to review periodic financial reports; responsible for reviewing the proposed budget. This committee will meet once a month or as needed.

Public Safety Committee: Responsible for meeting with the Mayor and representatives of the City's police, fire, and emergency medical transport service providers. This committee will meet once a month or as needed.

Community Development Committee: Responsible for meeting with the Mayor and Community Development Director concerning the operations and functions of the Community Development Department. This committee will be meeting once a month or as needed.

Public Works/Parks and Recreation Committee: Responsible for meeting with the Mayor and Public Works Director concerning the operations and functions of the Public Works Department. This committee will meet once a month or as needed

Information Technology Subcommittee: Responsible for meeting with the Mayor and the IT Department concerning the operations and function of the IT Department. This committee will be meeting as needed.

Law and 50th District Court Subcommittee- Responsible for meeting with Judges or Court Reps concerning the operations and functions of the 50th Court. This committee will be meeting as needed.

Forensic Audit Subcommittee- This committee will meet as needed.

Real Estate Subcommittee-This committee will meet as needed.

Cable Subcommittee-This committee will meet as needed.

Committee members will be appointed by the president. They shall be members of the council. The president shall fill any committee vacancies. The committee member shall serve for a term of one year and may be re-appointed. Committees shall be comprised of at least three council members and one alternate who may attend if a regular member is unable to attend. Committees can discuss policy with department heads. Committees cannot make final decisions, but may recommend actions to the Council. Committees may determine their own meeting schedule. Committee meetings at which department heads will be present shall be scheduled at a time mutually acceptable to both the committee and the department head.

Committees shall present both oral and written reports. The committee shall designate a member to prepare the written report for the committee. The written report shall indicate the date and time of the committee meeting, all persons present, and the subject matter of discussion with some detail. If a committee is making a recommendation to the Council as a body, then at least two of the three members of the committee must be noted as being in support of the recommendation.

Special committees may be established for a specific period of time by the president or by a resolution of the council, which specifies the task of the special committee and the date of its dissolution. Special committees shall present reports in the same manner as standing committees.

Only the Pontiac City Council can give Public Service Announcements (PSA's) in the Council Chambers.

Effective April 24, 2018

Amended November 27, 2018

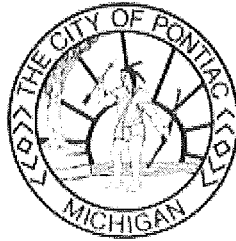
Amended December 4, 2018

Amended December 10, 2019

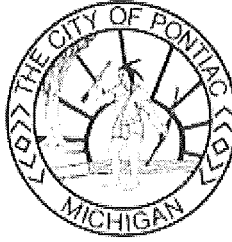
#8

RESOLUTION

Pontiac City Council Resolution



NOW THEREFORE BE IT RESOLVED that the Pontiac City Council approves its 2020 meeting schedule.



The Pontiac City Council

Announces

THE SCHEDULE OF MEETINGS OF THE PONTIAC CITY COUNCIL

To comply with the Michigan Open Meeting Act (MCL 15.265)

The Pontiac City Council will hold its regular meeting on Tuesday evenings at 6:00 p.m. in the Council Chambers of City Hall 47450 Woodward Ave Pontiac, Michigan 48342 unless otherwise noted.

Internet website where meetings are posted www.pontiac.mi.us

The dates are as follows:

Tuesday, January 7, 2020 6:00 p.m. Formal Session
Tuesday, January 14, 2020 6:00 p.m. Study Session
Tuesday, January 21, 2020 Noon Formal Meeting
Monday, January 27, 2020 3:00 p.m. Special Meeting
Tuesday, January 28, 2020 6:00p.m. Study Session
Tuesday, February 4, 2020 6:00 p.m. Formal Meeting
Tuesday, February 11, 2020 6:00 p.m. Study Session
Tuesday, February 18, 2020 6:00 p.m. Formal Meeting
Tuesday, February 25, 2020 6:00 p.m. Study Session
Tuesday, March 3, 2020 6:00 p.m. Formal Meeting
Thursday, March 12, 2020 Noon Study Session
Tuesday, March 17, 2020 6:00 p.m. Formal Meeting
Tuesday, March 24, 2020 6:00 p.m. Study Session
Tuesday, March 31, 2020 6:00 p.m. Formal Meeting
Tuesday, April 7, 2020 6:00 p.m. Study Session
Tuesday, April 14, 2020 6:00 p.m. Formal Meeting
Tuesday, April 21, 2020 6:00 p.m. Study Session
Tuesday, April 28, 2020 6:00 p.m. Formal Meeting
Tuesday, May 5, 2020 6:00 p.m. Study Session
Tuesday, May 12, 2020 6:00 p.m. Formal Meeting
Tuesday, May 19, 2020 6:00 p.m. Study Session
Tuesday, May 26, 2020 6:00 p.m. Formal Meeting
Tuesday, June 2, 2020 6:00 p.m. Study Session
Tuesday, June 9, 2020 6:00 p.m. Formal Meeting
Tuesday, June 16, 2020 6:00 p.m. Study Session

Tuesday, June 23, 2020 6:00 p.m. Formal Meeting
Tuesday, June 30, 2020 6:00 p.m. Study Session
Tuesday, July 7, 2020 6:00 p.m. Formal Meeting
Tuesday, July 14, 2020 6:00 p.m. Study Session
Tuesday, July 21, 2020 6:00 p.m. Formal Meeting
Tuesday, July 28, 2020 6:00 p.m. Study Session
Thursday, August 6, 2020 Noon Formal Meeting
Tuesday, August 11, 2020 6:00 p.m. Study Session
Tuesday, August 18, 2020 6:00 p.m. Formal Meeting
Tuesday, August 25, 2020 6:00 p.m. Study Session
Tuesday, September 1, 2020 6:00 p.m. Formal Meeting
Tuesday, September 8, 2020 6:00 p.m. Study Session
Tuesday, September 15, 2020 6:00 p.m. Formal Meeting
Tuesday, September 22, 2020 6:00 p.m. Study Session
Tuesday, September 29, 2020 6:00 p.m. Formal Meeting
Tuesday, October 6, 2020 6:00 p.m. Study Session
Tuesday, October 13, 2020 6:00 p.m. Formal Meeting
Tuesday, October 20, 2020 6:00 p.m. Study Session
Tuesday, October 27, 2020 6:00 p.m. Formal Meeting
Thursday, November 5, 2020 Noon Study Session
Tuesday, November 10, 2020 Noon Formal Session
Tuesday, November 17, 2020 6:00 p.m. Study Session
Tuesday, November 24, 2020 Noon Formal Session
Tuesday, December 1, 2020 6:00 p.m. Study Session
Tuesday, December 8, 2020 6:00 p.m. Formal Meeting
Tuesday, December 15, 2020 6:00 p.m. Study Session
Tuesday, December 22, 2020 Noon Formal Meeting
Tuesday, December 29, 2020 Noon Study Session

City of Pontiac 47450 Woodward Avenue Pontiac, Michigan 48342 248-758-3200

#9

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of
John V. Balint, City Engineer

DATE: December 12, 2019

RE: Resolution to Appoint DPW Deputy Director to NoHaz Committee Rep

WHEREAS, the city of Pontiac is committed to the protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, a NoHAZ Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the City and the participating communities, and identifies Oakland County's role in administering and managing the NoHaz program,

WHEREAS, the NoHaz Interlocal agreement establishes a NoHaz advisory board to assist and advise Oakland County in the development of the NoHaz program.

Now Therefore be it Resolved: That the City of Pontiac through this resolution appoint Dan Ringo as its official representative to the NoHaz Advisory Board, to work with the Oakland County Waste Resource Management Division as needed to plan the NoHaz program for 2020.

JVB

attachments

#10

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Kermit Williams, and City Council Members

FROM: Irwin Williams, CPA, Acting Finance Director through Jane Bais-DiSessa, Deputy Mayor

CC: Honorable Mayor Deirdre Waterman, John Balint, DPW Director & Dan Ringo, Deputy DPW Director

DATE: December 19, 2019

RE: Resolution to approve a budget amendment for fiscal year 2019/2020 to allocate a total of \$70,194 (includes fringe benefits), from the General Fund's City Council Department budget Department (101) in the amount of \$30,184, from the General Fund's Building Maintenance budget Department (265) in the amount of \$30,905, and from the General Fund's Police/Sheriff budget Department (301) in the amount of \$9,105 to the General Fund Department Building Maintenance Department (265) in the amount of \$28,542 and to the General Fund's Police/Sheriff Department (301) in the amount of \$41,652 to establish two full-time salaried positions to provide custodial services for the City Hall and Police/Sheriff Buildings.

In November 2019, the City Council requested that two outsourced cleaning staff engaged by the City to provide Janitorial services for the City Hall and Police Buildings be brought in house as full-time employees. (see schedule of detailed funding).

As such, the following resolution is recommended for your consideration:

Whereas, the City Council has expressed the desire to bring custodial services in house for the City Hall and Police/Sheriff Buildings; and

Whereas, the City Council desires to create two full time positions to provide custodial services for the City Hall and Police/Sheriff buildings; and

Whereas, the available budgeted funds that had been previously allocated for contracted janitorial services will be reallocated to cover the majority of Salaries and Operating Costs in order to bring custodial services in house; and

Whereas, the City Council has agreed to reallocate budgeted funds previously allocated in the City Council Budget for a Fiscal Analyst to cover any remaining unfunded balance to bring the custodial services for the City Hall and Police/Sheriff Buildings in house;

NOW THEREFORE be resolved that the City Council hereby approves a budget amendment for the fiscal year 2019/2020 to allocate a total of \$70,194.00 (includes fringe benefits), from the General Fund (101) City Council Department Budget (101) for the Legislative Fiscal Analyst 1 salaried position in the amount of \$30,184, from the General Fund's Building Maintenance Department Budget (265) for Contracted Custodial Services in the amount of \$30,905, from the General Fund's Police/Sheriff Department (301) for Contracted Custodial Services in the amount of \$9,105 to the General Fund's Building Maintenance Department (265) for Custodial Salaries and expenditures in the amount of \$28,541 and to the General Fund's Police/Sheriff Department (301) for Custodial Salaries and expenditures in the amount of \$41,653.

The breakout of these funds into accounts is as follows; \$18,154 to Salaries and Wages account 101-301-702.000, \$12,686 to Salaries and Wages account 101-265-702.000, \$5,207 to Overtime Salaries account 101-301-702.004, \$3,568 to Overtime Salaries account 101-265-702.004, \$2,117 to FICA/Medicare account 101-301-715.000, \$1,450 to FICA/Medicare account 101-265-715.000, \$4,231 to Medical Insurance account 101-301-716.000, \$2,899 to Medical Insurance account 101-265-716.000, \$593 to Life Insurance account 101-301-717.000, \$407 to Life Insurance account 101-265-717.000, \$1,296.00 to MERS Contribution account 101-301-718.000, \$888 to MERS Contribution account 101-265-718.000, \$593 to Workers Compensation account 101-301-719.000, \$407 to Workers Compensation account 101-265-719.000, \$155 to Dental Insurance account 101-301-719.001, \$107 to Dental Insurance account 101-265-719.001, \$1,677 to Equipment account 101-301-749.005, \$1,149 to Equipment account 101-265-749.005, \$5,341 to Janitorial Supplies account 101-301-931.001, \$3,659 to Janitorial Supplies account 101-265-931.001, \$1,780 to Custodial Services account 101-301-636-265, \$1,220 to Custodial Services account 101-265-636.265, \$148 to Equipment Maintenance account 101-301-932.000, \$102 to Equipment Maintenance account 101-265-932.000.

Attachment

From:	Account	Description	Amount
	101-101-702.000	Salaries	\$ 20,650
	101-101-715.000	FICA/Medicare	\$ 1,580
	101-101-716.000	Medical Insurance	\$ 5,792
	101-101-717.000	Life Insurance	\$ 372
	101-101-718.000	Mers Contribution	\$ 1,446
	101-101-719.000	Workers Compensation	\$ 60
	101-101-719.001	Dental Insurance	\$ 285
	101-301-818.037	Custodial Services	\$ 9,105
	101-265-818.037	Custodial Services	\$ 30,905
			<u>\$ 70,194</u>
To:	Account	Description	Amount
	101-301-702.000	Salaries	\$ 18,514
	101-265-702.000	Salaries	\$ 12,686
	101-301-702.004	Overtime Salaries	\$ 5,207
	101-265-702.004	Overtime Salaries	\$ 3,568
	101-301-715.000	FICA/Medicare	\$ 2,117
	101-265-715.000	FICA/Medicare	\$ 1,450
	101-301-716.000	Medical Insurance	\$ 4,231
	101-265-716.000	Medical Insurance	\$ 2,899
	101-301-717.000	Life Insurance	\$ 593
	101-265-717.000	Life Insurance	\$ 407
	101-301-718.000	Mers Contribution	\$ 1,296
	101-265-718.000	Mers Contribution	\$ 888
	101-301-719.000	Workers Compensation	\$ 593
	101-265-719.000	Workers Compensation	\$ 407
	101-301-719.001	Dental Insurance	\$ 155
	101-265-719.001	Dental Insurance	\$ 107
	101-301-749.005	Equipment	\$ 1,677
	101-265-749.005	Equipment	\$ 1,149
	101-301-931.001	Janitorial Supplies	\$ 5,341
	101-265-931.001	Janitorial Supplies	\$ 3,659
	101-301-636.265	Custodial Services	\$ 1,780
	101-265-636.2655	Custodial Services	\$ 1,220
	101-301-932.000	Equipment Maintenance	\$ 148
	101-265-932.000	Equipment Maintenance	\$ 102
			<u>\$ 70,194</u>

#11

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of
John V. Balint, Director of Public Works/City Engineer

DATE: December 5, 2019

RE: **Resolution to Approve One Year Custodial Contract with CleanNet of
Greater Michigan, Inc. in the amount of \$128,820.88**

The Department of Public Works has publically advertised and bid the Custodial Contract and has presented its recommendations to both the Executive Office and the City Council. In recent weeks, there has been additional discussion regarding insourcing the custodial services in two of the City buildings, namely City Hall and the Sheriff Substation.

WHEREAS, Pontiac City Council requested a subtraction of two buildings City Hall and Sheriff Substation from the original custodial RFP for those services to be performed in-house by City of Pontiac employees.

NOW, THEREFORE, BE
IT RESOLVED, The Pontiac City Council authorized the Mayor to enter into a one year agreement with CleanNet of Greater Michigan, Inc. for the amount of \$128,820.88 for custodial services commencing January 1, 2020.

It remains the recommendation of the Department of Public Works that this contract be totally outsourced as this the most cost effective option for the city. Additionally, it is the best operationally as detailed in the letter from Mayor Waterman dated November 25, 2019.

JVB/dr

Attachments.

CONTRACT FOR Janitorial and Custodial Services

- 1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and CleanNet of Greater Michigan hereinafter called the "Contractor".
- 2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide Janitorial and Custodial Services to the City (see Scope of Services below).
- 3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform Janitorial and Custodial Services in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).
- 5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

Custodial and Janitorial Proposed Rate Sheet

<u>Building</u>		<u>Cost/month</u>
District Court	32,102 sq. ft.	<u>\$4,021.07</u>
Robert Bowens Center	10,110 sq. ft.	<u>\$1,625.31</u>
Ruth Peterson Center	10,987 sq. ft.	<u>\$975.19</u>
Youth Recreation Center	50,000 sq. ft.	<u>\$4,030.18</u>
Grand Total - All Buildings		<u>\$10,651.74</u>

Rate per hour over 8 hours in a day 19.00 per/hr.

SPECIAL EVENT CLEANING

Supervisor	<u>\$22.00 per/hr.</u>
Labor	<u>\$19.00 per/hr.</u>

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

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

NAME, ADDRESS AND PHONE NUMBER:

Ben Deaton 248-671-0110

30665 Northwestern Highway, suite 203

Farmington Hills, MI 48334

Dated and signed at Farmington Hills, MI on 10-11-19
(City) (Date)

Signature of Bidder:



Print Name and Title:

Ben Deaton, Sales Executive

Address of Bidder: 30665 Northwestern Highway, suite 203

Farmington Hills, MI 48334

Office # 248-671-0110

Cell # 248-285-8964

FAX# 248-671-0109

FEDERAL TAX I.D. NUMBER (38-3235406)

Net 30 Pay Terms

- 6) Period of Performance. This contract will become effective for the period beginning [12/1/2019-11/30/2020] with an **Option to renew for years 2 and 3** upon the approval and signature of the parties hereto.
- 7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.
- 8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

- 9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
 - b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
 - c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.
- 10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide Janitorial and Custodial.

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work.

The City of Pontiac is looking for a company to provide Janitorial and Custodial Services for six (6) locations. The Contractor shall provide all cleaning and custodial services and supplies necessary for the cleaning of the six (6), including but not limited to, the items listed in the Scope of Services. The Contractor shall also supply all bathroom toiletry supplies such as hand soap, toilet tissue and hand towels and appropriate dispensers. The contractor will be responsible for refilling toiletry dispensers as needed.

The Contractor shall maintain high standards of cleanliness in performance of the Contract and it is specifically understood that the cleaning specifications will not be construed as complete, but all cleaning services necessary to maintain the building in a "good housekeeping manner" to the City's complete satisfaction shall be included.

Contractor shall comply with all applicable O.S.H.A and M.I.O.S.H.A. laws and regulations. The Contractor shall furnish the necessary personnel, training, and certification for the services to be provided hereunder, such personnel are to be employees of Contractor. The Contractor shall provide the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

Background Check: All employees will need a full background check. The background check will require a Driver's License or State Identification Card and a Social Security Number. Due to the classified nature of business at City Hall, 50th District Court, Sheriff's Substation and Senior Centers, anyone with a criminal felony will not be allowed to work. **A \$50.00 fee shall be paid by the Contractor to the City of Pontiac for each background clearance check for the issue of an identification card.**

Uniform: Contractor shall require all its employees to wear uniform clothing, of a type to be approved by the City's representative, as a means of identification while on the City premises. Management and all Contractor employees shall wear a City of Pontiac provided identification badge (showing picture of employee) in a prominent position on the front of the uniform. The identification badges remain the property of the City of Pontiac and will be surrendered immediately to the City of Pontiac upon termination of the employee by the contractor or upon termination of the contract. Uniforms shall be provided and cleaned at the Contractors expense. Issuing of uniforms shall be the responsibility of the Contractor. **A \$50.00 fee shall be paid by the Contractor to the City of Pontiac for each replacement of any lost/stolen/damaged identification card.**

Equipment Requirements: Contractor shall furnish all equipment necessary to accomplish the specified work. The Contractor shall absorb all costs of equipment including expenses for routine maintenance and any necessary repairs. Contractor must have sufficient back up equipment to assure continuity of cleaning activities in the event of equipment breakdowns.

3.2 SCOPE OF SERVICES

Inspections: Contractor's Supervisor shall conduct and provide daily a thorough inspection tour of the Sheriff Substation building and provide weekly a written inspection report of each day by e-mail or fax to the City's representative for approval. These

inspection reports shall be a basis for processing all cleaning invoices. Monthly invoices must include a narrative of work accomplished for the month, include a copy of certified payroll for the month, and include staff hours worked for the month.

Cost Savings Initiatives: The vendor will be expected to provide operational recommendations that result in a cost savings to the city. The recommendations provided by the vendor will be evaluated on a quarterly basis. The vendor will receive points toward their Quarterly Business Report Scorecard.

Vendor representative and a city representative will meet regularly to discuss and evaluate the feasibility of each cost savings initiative.

The city will within reason provide the vendor with the necessary information to determine the best manner to realize proposed savings.

Fees at Risk: The vendor agrees to place a percentage of their monthly fee to the city at risk of penalty for failing to meet the agreed minimum service levels.

Quality Assurance Program: Vendor agrees to utilize the city's software for quality assurance metrics. Use of the software will be at zero cost to the vendor and remains the property of the city.

Monthly Report: Vendor agrees to provide the city representative with a monthly report that lists total number of hours worked by each employee; number of training hours; and name of all employees that worked on city premises for the prior month.

Background checks: Vendor agrees to provide a background check for all employees working on city premises before employees begin their first day serving city properties and staff. Failure to provide background checks will result in a fine or reduction in monthly fee.

Equipment and Supplies:

- 3.2.1 Contractor shall furnish all cleaning equipment and supplies necessary for the performance of its work. **Contractor will need to deliver a 30 days' worth of supplies to each facility on the first (1st) day of the service period.** Examples of these items are, but not limited to: floor and bathroom cleansers; window, trim and/or glass cleansers; wax and/or polish for floors; paper products, cleaning towels, commercial vacuum, mops, brooms, cleaning carts and all applicable equipment and back up equipment to perform the thorough cleaning of buildings. The Contractor shall also furnish all other items, such as paper goods, hand soap, sanitary napkins, plastic bags, air fresheners, trash container liners, etc. and appropriate dispensers, and shall maintain an adequate supply in designated storage closets within each facility.

Approximate Paper Product Usage – Sheriff Dept.
C-Fold Towels 208 cases
Jumbo Roll Toilet Tissue 104 cases
Regular Toilet Tissue 60 cases

Approximate Paper Product Usage – City Hall
C-Fold Towels 300 cases
Jumbo Roll Toilet Tissue 144 cases
Regular Toilet Tissue 24 cases

Approximate Paper Product Usage – 50th District Court
C-Fold Towels 104 cases
Jumbo Roll Toilet Tissue 104 cases
Regular Toilet Tissue 52 cases

Approximate Paper Product Usage – 50th District Court

C-Fold Towels	104 cases
Jumbo Roll Toilet Tissue	104 cases
Regular Toilet Tissue	52 cases

Special Note: The Senior Centers will furnish and maintain bathroom toiletry supplies, such as paper goods, hand soap, sanitary napkins, plastic bags, air fresheners, trash container liners, etc.

- 3.2.2 The Contractor shall furnish a written applicable stock of equipment to clean adequately the assigned buildings.
- 3.2.3 All equipment and supplies used in City buildings shall be subject to the prior approval by the City's designated representative. All material, supplies and equipment furnished by the Contractor shall meet or exceed the requirements of applicable city, state and federal codes, ordinances, laws and regulations. If the Contractor shall furnish any supplies or equipment contrary to such codes, ordinances, laws and regulations, it shall assume full responsibility therefore and shall bear all costs attributable thereto.
- 3.2.4 Storage area(s) for the Contractor's cleaning and janitorial supplies will be provided by the City's representative to assist the Contractor to fulfill the contractual obligations herein.
- 3.2.5 Contractor shall provide the Grounds Superintendent a copy of Material Safety Data Sheets for every supply used by the Contractor and the Contractor shall maintain a copy in each location.

Supervision: The Contractor shall employ, at all times, the quantity and quality of supervision necessary for the effective and efficient management of the housekeeping system at the Sheriff Substation. All supervisors shall have an intimate knowledge of the various tasks, equipment and materials to be able to direct the employees in their individual tasks and to maintain and control an effective inspection and follow-up program.

Hours of Service:

Sheriff Substation: The Contractor shall provide a full time day porter (s) who must be present from 7:30 a.m. to 5:00 p.m., Monday through Friday, 52 weeks per year. The contractor is responsible for unlocking the doors in the morning and locking the doors in the evening. It shall be the Contractor's responsibility to furnish necessary supervision and labor to complete all work during these hours. Any additional hours requested by the owner will be billed on an hourly rate.

Senior Centers: The Contractor shall be responsible for a thorough cleaning of the assigned facility three days per week, (Ruth Peterson Center), or otherwise directed, five days per week (Bowens Center). It shall be the Contractor's responsibility to furnish necessary supervision and manpower to complete all work within a reasonable time on that assigned day. Additional cleaning may be required after the conclusion of an event and prior to the next scheduled event. Note - in some cases this may allow eight (8) hours or less cleaning time and may occur on any shift or day of the week. Centers hours of operations 9:00 AM to 5:00 PM.

City Hall: A full time day porter(s) must be present from 7:30 AM until 5:00 PM on a daily basis, Monday through Friday. The contractor is responsible for unlocking the doors in the morning and locking the doors in the evening. An evening crew must be available, Monday through Friday and weekends, to thoroughly clean building and to provide assistance, as required, for any evening meetings and/or special events. On Monday mornings, Supervisor must be present to evaluate building to ensure adequate staffing is scheduled and available to thoroughly clean building resulting from any weekend meetings, and special events.

50th District Court: A full time day porter(s) must be present from 7:30 AM until 5:00 PM on a daily basis, Monday through Friday. The contractor is responsible for unlocking the doors in the morning and locking the doors in the evening. On Monday mornings, Supervisor must be present to evaluate building to ensure adequate staffing is scheduled and available to thoroughly clean building resulting from any weekend meetings, and special events.

Youth Recreation Center: The selected vendor shall provide a day porter(s) who must be present from 10:00am-5:00pm; Monday through Friday, 52 weeks per year. The vendor is responsible to

furnish necessary supervision and labor to complete all work during these hours. Any additional hours requested by the city will be billed on an hourly rate.

Performance Requirements

Floor Maintenance:

3.2.6 General: For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets, or other similar items, shall be stacked on desks, tables, counters, etc. Upon completion of work, all furniture and equipment must be returned to its original position.

Baseboards, walls, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged during these operations.

Proper precautions shall be taken to advise City of Pontiac occupants of wet and/or slippery floor conditions; this applies during cleaning operations. Contractor shall obtain and use a stock of "Caution Wet Floor" signs. All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in an assigned storage area.

3.2.7 Sweeping and Wet Mopping: After sweeping and wet mopping operations, all floors shall be clean and free of dirt streaks. No dirt or litter shall be left in corners, under furniture, behind doors, on stair landings or treads. Likewise, sidewalks, entrances, and other assigned areas shall be swept clean of all dirt and trash. No dirt shall be left where sweepings were picked up.

3.2.8 Wet Mopping and Scrubbing: The floors shall be thoroughly swept to remove visible dirt and debris; removal of wads of gum, tar and similar substances from the floor surface shall be included. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc., properly rinsed and dry mopped to present an overall appearance of cleanliness. Wash water shall be changed frequently enough to avoid streaking of floors and other surfaces. All surfaces shall be dry, corners and cracks clean, after the wet mopping or scrubbing. When scrubbing is designated, it shall be performed by machine or by hand with a brush.

3.2.9 Waxing and Buffing: Apply proper wax removers, stripping agent or synthetic detergents to the floor. Scrub with a floor-scrubbing machine or agitate with a mop to remove all dead wax, soap film, dirt and stains. Pick up dirty squeeze mop or wet vacuum and thoroughly rinse with clean water and dry. Wax shall be applied in a thin even coat and machine buffed immediately after drying. The number of coats applied will depend on the type and condition of the floor.

3.2.10 Vacuuming: Rugs, Carpeting (as necessary): After each vacuuming, all rugs shall be clean, free from dust balls, dirt and other debris. All rugs shall be vacuumed at least once per week and high traffic areas shall be addressed as needed. Vacuums shall have attachments for cleaning cracks and crevices and to pick-up paperclips and other metallic items.

3.2.11 Shampooing: Rugs, Carpeting: (shall be performed once in the spring and once in the autumn). Thoroughly clean all rugs and carpeting. The cleaning process must leave the rugs and carpet as free of moisture as possible and completely dry before the next occupancy of the area cleaned. This cleaning will be performed in evenings or weekends whenever possible.

- 3.2.12 Toilets: Special attention shall be given to floors about urinals and commodes for elimination of odors and stains, so as to provide a uniformly clean appearance.
- 3.2.13 Dusting: Dust shall not be moved from spot to spot, but removed directly from the area in which it lies by the most effective means with appropriately treated dusting cloths, vacuum tools, etc.
- There shall be no dust streaks.
 - Corners, crevices, molding and ledges shall be free of all dust.
 - There shall be no oil spots or smudges on dusted surfaces caused by dusting tools.
 - There shall be no visible dust on any walls, doors, base boards,
 - Employee desktops should not be dusted unless so requested by the employee.
 - Computer and electronic equipment shall only be dusted with electronic cleaning supplies.
- 3.2.14 Spot Cleaning: This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, smudges from walls, glass and other specified surfaces and then drying to produce a uniform clean appearance. The wetting solution shall come in an appropriate cleaning agent. When damp wiping in toilet areas, a multi-purpose agent disinfectant deodorizer cleaner shall be used. Following this operation, all smudges, marks or spots shall have been removed without causing unsightly discoloration.
- 3.2.15 Bright Metal Polishing: Bright metal polishing may be performed by damp wiping and drying with a suitable cloth to obtain a polished appearance. However, if a polished appearance cannot be produced, the City's representative shall be contacted for direction as to the use of an appropriate polish.
- 3.2.16 Trash: Pickup and removal from areas all paper, trash, rubbish, empty bottles and other discarded materials and emptying waste receptacles as required. Also pickup and remove debris on the grass surrounding the building and the walkway leading to the door.
- 3.2.17 Glass Spot Cleaning: After spot cleaning operation, all glass shall be free of streaks, marks and smudges. Window sash and sills woodwork about interior glass and other such surroundings shall be thoroughly wiped free of dripping and other water marks.
- 3.2.18 Porcelain Ware Cleaning: Porcelain fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, soap film, dirt, spots, stains, green mold, encrustation or excess moisture. Walls and floor Drinking fountains shall be kept free of trash, etc., and nozzles free of paper, vandalism, or encrustation.
- 3.2.19 Windows, window sills, shelving and furniture Use proper technique and methods to type of material being cleaned. Inside windows, wash and clean as needed. Exterior windows clean twice a year.
- If exterior window cleaning is subcontracted, Sub-Contractor must follow the same guidelines as outlined in the RFP. Any equipment used will need to be certified by the Department of Public Works
- 3.2.20 Runners: The Contractor shall be responsible for procuring and maintaining runners in the area of the back door, treasurer's office, and in such other high traffic areas that the situation may require.

- 3.2.21 Break rooms: The Contractor shall sanitize the counter tops daily and clean the microwave weekly.
- 3.2.22 Holding Cells: Thoroughly clean holding cells daily or as required. Protective wear must be provided for employee, protecting from blood borne pathogens. Clean benches with a bleach solution, clean sinks with appropriate cream cleanser and/or bleach solution, clean toilets and floors with a bleach solution.
- 3.2.23 Inclement Weather: The Contractor shall keep the walkway from the door to the sidewalk clear of grass, leaves, blowing debris, snow and ice as necessary.

DAILY DUTIES

- 3.2.24 Exterior Grounds:
Contractor shall provide litter control of the area immediately surrounding buildings.
- 3.2.25 Sweeping, Mopping, Vacuuming Carpets, Litter Control and Window cleaning at the following locations:

City of Pontiac, City Hall, 47450 Woodward Ave., Pontiac, MI 48342
Oakland County Sheriff Substation, 110 E. Pike Street, Pontiac, Michigan 48432
Robert Bowen Center, 52 Bagley St., Pontiac, MI 48341
Ruth Peterson Center, 990 Joslyn Rd., Pontiac, MI 48341
50th District Court, 70 N. Saginaw, Pontiac, MI 48342
Youth Recreation Center, 825 Golf Drive, Pontiac MI 48341

- 3.2.26 Restrooms
- A. Completely clean and sanitize all toilets, urinals, sink fixtures and any other miscellaneous fixtures.
 - B. Remove gum from floor.
 - C. Empty barrels; wash, clean, and replace liners; and wash barrel tops.
 - D. Mop floor with germicidal detergent and rinse, giving special concern to edges and base of walls.
 - E. Scrub and wash partitions with germicidal detergent and rinse.
 - F. Scrub and wash walls, hand marks, foot prints, spills, from walls, floors, ceilings.
 - G. Clean mirrors and chrome trim.
 - H. Re-stock towels, tissue, and soap dispensers.
 - I. Clean and dust overhead louvers.
 - J. Report any damage to room or fixtures to the City's representative.
 - K. Maintain closets located in each restroom in a clean, neat and orderly fashion.
 - L. Clean slop sinks located in the closets.
 - M. Sanitize door handles and push plates

3.2.27 Stairwells

- A. Thoroughly sweep and remove all trash.
- B. Wash walls and railings.
- C. Remove gum from floors and steps.
- D. Mop floors, steps, and stair risers.
- E. Empty and wash all trash containers and tops and replace liners

- F. Dust windowsills
- G. Sanitize door handles

3.2.28 Appurtenances and Miscellaneous throughout the Building

Common areas: Thoroughly clean, wash and dust the following:

1. Coin telephone units.
2. Drinking fountains.
3. Fire extinguisher cabinets.
4. Dust & clean light fixture covers
5. Air returns, registers and heating & cooling vents.

Elevators: Thoroughly clean, wash, scrub walls, floor, doors, covers over light fixtures, car/hatchway door sills, polish inside of car doors, etc.

Entrance Doors:

Thoroughly wash, clean all entrance doors, glass windows on all levels.
Clean and polish all metal trim, such as revolving door shells.

snow
be
is
given to

If snow is present, shovel entrance and sidewalk and apply ice melt as required. Provide adequate supply of ice melt and shovels and blower to ensure safety of employees and citizens. This task must be completed by 7:30 AM, Monday through Friday. If inclement weather is present throughout hours of operation, special attention must be given to repeating this task to ensure the safety of employees and citizens.

Lights: In addition to the cleaning tasks outlined in this document, the Contractor shall be responsible for insuring that lights in the public areas are properly turned on and off.

3.2.29 Staffing

At least one person must be on staff during the hours specified, for each location, to complete the cleaning of the facilities as required. A Supervisor must be on site at least one day per week to evaluate the conditions of the facilities.

3.2.30 Special Events

Additional work or duties may be required by the hour for special events. The contractor will be notified in advance when special/additional work is required and will schedule accordingly based on hourly rates and unit prices provided in the Proposal Form. Additional tasks may include:

1. Setting up, cleaning, and taking down folding chairs.
2. Provide special litter control and staff support, as agreed, during event meetings and/or any building special events.
2. Other related cleaning or cleaning prior to events as directed by City of Pontiac's representative.

Service Level Agreement

	Daily	Weekly	Monthly	Quarterly	BI-Annually	Annually
Sweeping	X					

Emptying Trash	X					
Mopping	X					
Vacuuming	X					
Bathroom Cleaning	X					
Accessible Window Cleaning	X					
High Dusting			X			
Low Dusting			X			
Strip and Wax Floors					X	

3.3 NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

3.4 CITY RULES

Employees of the Contractor shall comply with all instructions, and building regulations issued by representative of the City of Pontiac.

- 3.4.1 Contractor and its employees will immediately report hazardous conditions and items in need of repair such as dead lights, leaks, damaged facilities, toilet stoppage, slippery areas, etc. to the Grounds Maintenance Superintendent or a specified City employee.
- 3.4.2 The City of Pontiac shall have the right to require the Contractor to dismiss any employee deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions or appearance are deemed inconsistent with the best interests of the City. However, in this regard, the City of Pontiac shall not require the Contractor to take any action that would be in violation of State or Federal laws or applicable union contracts.
- 3.4.3 It is assumed that all employees brought into the City buildings by the Contractor will have the requisite skills to perform their designated tasks. Necessary training shall be performed at the Contractor's expense and untrained individuals shall not be brought onto the premises for so called "on the job training".
- 3.4.4 Employees of the Contractor shall eat and take work breaks in designated areas and will not be allowed to eat in offices, private suites, lobbies, corridors or other locations. Employees of Contractor shall not use telephones other than their own private cell phones.
- 3.4.5 Contractor shall interview and screen all employees prior to bringing them on City premises. **A criminal background check will also be performed by the Oakland County Sheriffs' Department prior to employment. Employees of the Contractor hired to work in the Substation or 50th District Court shall receive the proper clearance from the Sheriffs' Department prior to starting work for the City. Those with a criminal record, particularly a felony record, will not be authorized to work in the facility. Further, an employee may be restricted from working or entering specific areas of the facility, at the sole discretion of the Oakland County Sheriffs' Department and 50th District Court.**

- 3.4.6 Contractor shall provide a General Supervisor, acceptable to the City of Pontiac's representative, to direct the cleaning operations, and to coordinate and review procedures with the City's representative. Said General Supervisor shall be available full time to the City when required for City operations.
- 3.4.7 Contractor agrees that the services covered under this proposal shall be performed by qualified, competent, careful and efficient employees, in the strictest conformity with the best practices and standards generally prevailing for the specific service being rendered, and in the strictest conformity with such practices and standards as may be prescribed by the City from time to time.
- 3.4.8 Contractor agrees to provide General Manager/Supervisor with the essential operating elements of this Contract.

3.5 TERM OF CONTRACT

The term of the Contract is for one year, after a sixty (60) day probationary period/ evaluation. At that time it will be decided to extend the probation, extend the contract or terminate the contract. The City shall have the option of extending the contract for years two and/or three, upon the approval and signature of the parties hereto.

3.5 RECORD RETENTION

The Contractor shall keep all records that may be requested by the City of Pontiac for six (6) years and make such records available when requested by City for whatever reason. The Contractor shall maintain and preserve within the Detroit metropolitan area such books and records pertaining to its performance so as to enable the City of Pontiac to audit such books and records to determine the accuracy and propriety of payments being made by the City of Pontiac to the Contractor. The Contractor further agrees that the City, or its designated representative, shall have the right to reasonable access to the books and records for the purposes of inspection and audit at any time during the term of the proposed Contract and for six (6) years after termination.

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public city of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.
- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and permitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
 - a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
 - b) Commercial General Liability Insurance or Garage Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Commercial General Liability Insurance or Garage Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions:

(A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.

- c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Garage keepers Legal Liability Insurance: The Contractor shall procure and maintain during the life of this contract Garage keepers Legal Liability Insurance in an amount of not less than \$80,000.
- e) Contractor shall procure and maintain Professional Liability and Errors and Omissions Insurance with limits of liability of not less than \$2,000,000 per occurrence to fully indemnify the City of Pontiac.
- f) Additional Insured: Commercial General Liability, Garage Liability, Garage Keepers Legal Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.
- g) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
- h) Insurance Certificates: The Contractor shall submit a copy of the Contractor's standard insurance certificate with their bid.
- i) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
 - i) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - ii) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance, Garage Liability Insurance and Garage keepers Legal Liability Insurance;
 - iii) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv) If so requested, certified copies of all policies mentioned above will be finished.

- j) Expiration of Policies: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.
 - k) Indemnification: To the extent permitted by law, the Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the Contractor's work, In addition, the Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
 - l) Insurance companies, named insureds and policy forms shall be subject to approval by Pontiac's Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or a policy condition, that reduces coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
 - m) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.
- 10) Default. If the Contractor:
- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
 - b) Causes stoppage or delay of, or interference with, the project;
 - c) Fails to promptly pay its employees for work on the project;
 - d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
 - e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
 - f) Makes unauthorized changes in supervisory personnel;
 - g) Fails in performance or observance of any of the provisions of the contract;
 - h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
 - i) Obtains an order for relief under Section 301 of the Bankruptcy Code;

- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
 - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.
- 11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly

agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.

- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract

payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

- 16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- 17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: CleanNet of Greater Michigan,
30665 Northwestern Highway, suite 203
Farmington Hills, MI 48334

For the City: City of Pontiac,
47450 Woodward Ave.,
Pontiac, MI 48342

- 18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the

services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the

performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

28) Termination for convenience clause.

- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
 - d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).
 - e) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
 - f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) Termination upon bankruptcy. This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit

of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

- 31) Third party action notification. The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) Unsatisfactory work. If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) Waiver. No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.
- 34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:
 - a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.
 - b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
 - c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons

acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.

- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

35) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

Michigan CleanNet of Greater

DATE By: _____
(Title)

City of Pontiac

DATE By: _____
(Title)

#12

RESOLUTION



MEMORANDUM

City of Pontiac

Controller's Office

47450 Woodward Avenue

Pontiac, Michigan 48342

Telephone: (248) 758-3118

Fax: (248) 758-3197

DATE : 12/10/19

TO: Honorable Mayor and City Council

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

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: Resolution to approve the revised Federal Poverty Guidelines for 2020 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption consideration.

On an annual basis, the General Property Tax Act requires the governing body to adopt guidelines for the Board of Review to follow when considering applications for hardship exemptions. Homeowners granted hardship exemptions by the Board of Review are not required to pay 100% of the property taxes assessed against their homestead property in 2020.

Please note that special assessments and the sanitation fee cannot be waived or reduced. Applicants must meet the standards established by an income level test and an asset level test. The proposed guidelines identify the federal poverty guidelines for the income level test and establish a threshold that varies depending on the family size. For example, a family of four has a threshold of \$25,750 in 2020 (based on the 2020 Federal Poverty Guidelines). A copy of the Federal Poverty Guidelines for 2020 is attached for your information.

At this time, the City Council is requested to adopt the following resolution:

WHEREAS, In accordance with State of Michigan Act No. 390 Public Acts of 1994, approved December 29, 1994, General Property Section 211. 7u (4). "The governing assessing unit shall determine and make public the policy and guidelines the uses for the granting of exemptions. The guidelines shall include but not specific income and asset levels of the household income assets;" and,

WHEREAS, The Pontiac City Council approved said Hardship Exemption Guidelines for 2019; and,

WHEREAS, said Hardship Guidelines should be amended annually to reflect the new Federal Poverty Guidelines, NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby approves the attached revised Federal Poverty guidelines for the 2020 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption consideration.

ATTACHMENT



City of Pontiac, Michigan

Department of Finance

Mayor Deirdre Waterman

January 2020

TO: PROPERTY OWNERS APPLYING FOR HARDSHIP EXEMPTION (FINANCIAL)
FROM THE CITY OF PONTIAC BOARD OF REVIEW

The Board of Review for the City of Pontiac has adopted uniform guidelines for determining poverty exemptions. Taxpayers whose income falls below a determined level may apply for a reduced assessment, based on income, assets and family size. The goal of this procedure is to adopt consistent standards for granting tax relief based on hardship. Please note: This application may reduce the taxable value of your property; however, it does not affect the homestead exemption affidavits, which reduces the tax rate. (Property taxes – taxable value x tax rate / 1,000).

Attached is a schedule, which outlines the eligibility guidelines as established by the Pontiac City Council. Please note that the State of Michigan Homestead Property Tax Credit and all pertinent income and expense data shall be used in the determination of eligibility. Attached is the Economic Hardship Exemption application form.

When the application is returned to the Treasurer's Office at City Hall or the Oakland County Equalization Office, 250 Elizabeth Lake Road in Pontiac, you shall also submit completed copies of your Federal and State Income Tax Returns, the General Homestead Property Tax Claim Form, MI-1040 CR-4, and the Senior Citizen Homestead Property Tax Form, MI-1040 CR-1.

It is not necessary for you to appear in person before the Board of Review. The Oakland County Equalization Office will submit your application to the Board for their consideration.

In order to provide time to review this application, it must be returned to the Treasurer's Office at City Hall or the Oakland County Equalization Office **ON OR BEFORE MARCH 1ST, JULY 1ST, OR DECEMBER 1ST, 2020**. Please also note: You may only submit (on one of the days listed above) one application per year.

If you have any questions or need assistance, please contact the Oakland County Equalization Office at (248) 858-0776.

CITY OF PONTIAC
HARDSHIP EXEMPTION GUIDELINES

For Applicants requesting consideration for Property Tax Hardship Exemptions.

- 1) Applicant(s) shall obtain the hardship application form from the City of Pontiac Treasurer's Office or the Oakland County Equalization Department. Handicapped or disabled applicants may call the Assessor's Office to make necessary arrangements for assistance.
- 2) Applicant(s) must own and occupy the property as a homestead
 - a. Must produce a driver's license or other acceptable method of identification and determination of address.
 - b. Must produce a deed, land contract or other evidence of ownership.
- 3) Applicant(s) must complete the application form in its entirety and return to this office. Any application form submitted to the Board of Review which has not been filled out in its entirety shall be denied by the Board of Review. Appeals of said denial shall be made to the Michigan Tax Tribunal.
- 4) Applicant(s) and other personal residing in the homestead must submit copies of current year's (City will make copies if necessary) of the following:
 - a. Federal Income Tax Return – 1040, 1040A or 1040EZ
 - b. Michigan Income Tax Form MI-1040, MI-1040A or MI-1040EZ
 - c. Senior Citizens Homestead Property Tax Form MI-1040CR-1
 - d. General Homestead Property Tax Claim MI-1040CR-4
 - e. ADC Annual Budget letter
 - f. Benefit Statement (pension, retirement or Social Security)
 - g. Social Security Card (any persons 18 years of age or under)
- 5) A hardship exemption shall not be granted to any applicant who has not owned and occupied the homestead for a minimum of three (3) years prior to the date of application.
- 6) A hardship exemption shall not be granted to any applicant who owns salable property other than their own homestead no matter where located.
- 7) A hardship exemption shall not be granted to any applicant whose assets exceed \$100,000. An applicant's homestead shall be excluded from consideration as an asset.
- 8) Applicant(s) shall not be eligible for consideration if they do not meet the Income Limitation Guidelines adopted by the City of Pontiac:

Size of Family Unit	Poverty Guidelines
1	\$12,490
2	\$16,910
3	\$21,330
4	\$25,750
5	\$30,170
6	\$34,590
7	\$39,010
8	\$43,430
For each additional person, add	\$4,420

NOTE: IF YOU EXPECT UNUSUAL PERSONAL OR FAMILY EXPENSES WHICH WILL AFFECT YOUR INCOME, THE BOARD OF REVIEW MAY CONSIDER ADJUSTMENTS TO YOUR INCOME LEVEL.

- 9) The MAXIMUM allowed reduction for hardship exemption shall be 50% of the net property taxes due after the State Homestead Credit applied based on Taxable Value of the homestead for the tax year.
- 10) All hardship exemptions shall be granted for the current tax year only.
- 11) Applications may be reviewed and acted upon by the Board of Review without applicant(s) being present. However, the Board may request that any or all applicants be physically present to respond to any questions the Board of Review or Assessor may have. This means that an applicant may be called to appear on short notice.
- 12) Applicant(s) should be prepared to answer questions regarding their financial affairs, health, the status of people living in their home, etc.
- 13) Pursuant to state law, applicant(s) may apply for Hardship Exemption to only one (1) session of the Board of Review (March, July **OR** December) and any appeal of the Board's decision shall be made to the Michigan Tax Tribunal.
- 14) The Board of Review shall have the authority to grant an exemption to applicant(s) who do not meet the residency requirement of the exemption guidelines of the City of Pontiac if they are paraplegic, quadriplegic, hemiplegics, or totally and permanently disabled **AND** have owned and occupied the property in the City of Pontiac prior to becoming handicapped or permanently disabled.

**CITY OF PONTIAC
47450 WOODWARD
PONTIAC, MI 48342**

REQUIRED DOCUMENTS

Hardship Exemption applicants shall submit **COPIES** of the documents listed below in order to be considered for eligibility. Please attach these **COPIES** to your application.

1. WARRANTY DEED
 or LAND CONTRACT
 or QUIT CLAIM DEED
2. HOMEOWNER'S INSURANCE POLICY
3. CURRENT FEDERAL INCOME TAX
4. CURRENT MICHIGAN INCOME TAX
5. GENERAL HOMESTEAD PROPERTY TAX MI-1040 CR *or* SENIOR CITIZEN
 HOMESTEAD PROPERTY TAX
6. **INCOME OF ALL PERSONS LIVING IN THE HOME:**
 ADC BUDGET LETTER
 PENSION BENEFITS
 SOCIAL SECURITY STATEMENT
 ALIMONY, CHILD SUPPORT
 FIP, DHS, DISABILITY, & WORKERS' COMPENSATION
 OTHER INCOME
 W-2 (WAGES UNDER \$5,000)
7. EMPLOYER'S NAME, ADDRESS
8. DRIVER'S LICENSE
9. SOCIAL SECURITY CARD (all persons living in the home).



CITY OF PONTIAC
HARDSHIP EXEMPTION APPLICATION

PETITION NO. _____ PARCEL ID _____

YEAR _____ ADDRESS _____

PETITIONER _____ TELEPHONE NO. _____

S.E.V. VALUE _____ TAXABLE VALUE _____

OWNER'S INFORMATION

ARE YOU AND YOUR SPOUSE THE SOLE OWNERS OF THE SUBJECT PROPERTY?

YES _____ NO _____ (If no, please explain _____)

NAME	
ADDRESS	
TELEPHONE NO.	
DATE OF BIRTH	
AGE LAST BIRTHDAY	
MARITAL STATUS SINGLE MARRIED WIDOWED SEPARATED DIVORCED	
PETITIONER'S EMPLOYMENT FULL-TIME PART-TIME RETIRED DISABLED UNEMPLOYED LAID-OFF OTHER	
OCCUPATION EMPLOYER ADDRESS CITY/STATE/ZIP CODE TELEPHONE NO.	
SPOUSE'S EMPLOYMENT FULL-TIME PART-TIME RETIRED DISABLED UNEMPLOYED LAID-OFF OTHER	
OCCUPATION EMPLOYER ADDRESS CITY/STATE/ZIP CODE TELEPHONE NO.	

DISABILITY OR HEALTH PROBLEMS

RESIDENT STATUS (List all persons residing in homestead)

NAME			
AGE			
RELATIONSHIP			
OCCUPATION			
CLAIMED AS DEPENDENT			

MORTGAGE INFORMATION

PURCHASE DATE	
PURCHASE PRICE	
MORTGAGE/LAND CONTRACT BALANCE	
NO. OF YEARS REMAINING	

DOES PAYMENT INCLUDE PROPERTY TAXES? YES _____ NO _____
 ARE PROPERTY TAXES PAID? YES _____ NO _____

HAVE ANY IMPROVEMENTS, CHANGES OR ADDITIONS BEEN MADE TO THE PROPERTY
 IN THE LAST TWO YEARS? IF YES, PLEASE EXPLAIN YES _____ NO _____

DO YOU ANTICIPATE SELLING THE HOMESTEAD PROPERTY IN THE NEXT YEAR?
 YES _____ NO _____

DID YOU APPLY FOR POVERTY TAX EXEMPTION IN THE LAST THREE (3) YEARS?
 YES _____ NO _____

IF YES, PLEASE LIST YEAR POVERTY TAX EXEMPTION WAS GRANTED:

ASSET INFORMATION

DESCRIPTION	BALANCE
CASH	
SAVINGS ACCOUNTS, CERTIFICATES & MONEY MARKETS	
CHECKING ACCOUNTS	
INSURANCE	
OTHER	
VEHICLES, TRUCKS, BOATS, TRAILERS, ETC	
BALANCE OWING	

DO YOU HAVE AN OWNERSHIP INTEREST IN ANY OTHER REAL ESTATE IN MICHIGAN OR ANYWHERE ELSE? IF YES, PLEASE LIST: YES _____ NO _____

LOCATION	
PARCEL ID	
CURRENT SEV	
ESTIMATED CURRENT VALUE	
PURCHASE DATE	
PURCHASE PRICE	

INCOME INFORMATION

DESCRIPTION	YEARLY	MONTHLY
WAGES, SALARIES, TIPS, SICK, STRIKE, SUB-PAY		
RETIREMENT PENSION, ANNUITY AND/OR RAILROAD RETIREMENT BENEFITS		
SOCIAL SECURITY OR SSI		
ADC AND/OR GA BENEFITS		
UNEMPLOYMENT COMPENSATION AND/OR TRA		
WORKER'S COMP AND/OR VETERAN'S DISABILITY		
NET RENT, BUSINESS OR ROYALTY INCOME		
ALIMONY AND OTHER TAXABLE INCOME		
CHILD SUPPORT		
OTHER PUBLIC ASSISTANCE PAYMENTS		
INCOME FROM RENTING A PORTION OF THE HOMESTEAD		
OTHER NON-TAXABLE INCOME		
TOTAL INCOME FROM ALL SOURCES OF EVERYONE LIVING IN YOUR HOUSEHOLD		
TOTAL INCOME		

DO YOU RENT ANY PORTION OF THE HOMESTEAD TO NON-FAMILY MEMBERS:

YES _____ NO _____

DO YOU ANTICIPATE ANY MAJOR CHANGES IN INCOME FOR THE COMING YEAR?

IF YES, PLEASE EXPLAIN

YES _____ NO _____

EXPENSE INFORMATION

DESCRIPTION	BALANCE	MONTHLY PAYMENT
MORTGAGE/LAND CONTRACT		
CAR PAYMENT		
CHILD CARE		
UTILITIES - GAS		
UTILITIES - ELECTRIC		
TELEPHONE		
CABLE		
WATER/SEWER		

DESCRIPTION	BALANCE	MONTHLY PAYMENT
INSURANCE		
CAR		
HEALTH		
HOMEOWNER		
PROPERTY TAXES		
OTHER PROPERTY TAXES		
FOOD		
CLOTHING		
MEDICAL		
CREDIT CARDS		
OTHER		
OTHER		
TOTAL EXPENSES		

DO YOU HAVE ANY MAJOR OR UNUSUAL EXPENSES?
IF YES, PLEASE EXPLAIN

YES _____ NO _____

PLEASE READ CAREFULLY

I/We am/are unable to pay the full property taxes on the above described property and hereby make application for property tax relief in accordance with Section 211.7u of the Michigan Compiled Laws/General Property Tax Act.

I/We have read this application and fully understand the contents thereof. I/We declare that the statements made herein are complete, true, and correct to the best of my/our knowledge.

I/We further understand that if any information contained herein is found to be false or incomplete, I/we will be subject to liability for perjury as provided in Sections 211.118 and 211.119 of Michigan Compiled Laws.

Date

Petitioner

Date

Petitioner

Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u.

INSTRUCTIONS: When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, _____, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: _____

Signature of Person Making Affidavit

Date

#13

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Kermit Williams, and City Council Members

FROM: Jane Bais DiSessa, Deputy Mayor

CC: Honorable Mayor Deirdre Waterman and Robert Burch, Interim PYREC Manager

DATE: August 29, 2019

RE: Resolution to approve a budget amendment for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund - Recreation Facility Department (756) Personnel Accounts to restore the Pontiac Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full-time status.

On November 8, 2019, the Citizens of Pontiac overwhelmingly passed a millage to ensure that the youth of the City of Pontiac have a safe, sustainable, and educational youth and recreation center for the children of Pontiac.

In order to fulfill our obligation to the voters of Pontiac and give our youth the absolute best opportunity to expand their horizons, it is respectfully requested that the City Council reinstate the originally budgeted full-time PYREC position, known as the "Assistant Youth Recreation Manager" (\$51,456.09, includes benefits). See attachment for itemized funding costs for this position.

The reinstatement of this position will constitute the necessary staffing levels to ensure the safety of all PYREC participants at any given time in the center. In addition, this position will provide the administrative support required to develop and implement quality recreational programming. As PYREC continues to grow, proper staffing levels are an essential resource that will help secure the success of Pontiac's recreation and enrichment programs for our youth.

As such, the following resolution is recommended for your consideration:

Whereas, on November 8th 2016 the citizens of Pontiac passed a millage proposition to fund youth recreation services for the citizens of Pontiac; and

Whereas, adequate staffing levels are necessary to help administer the City's growing youth programs; and

Whereas, funding had been previously allocated and approved for full-time staff of a Youth Recreation Assistant Manager; and

Whereas, the restoration of this position will ensure a safe, sustainable, and educational environment for the youth of the City of Pontiac.

NOW THEREFORE be resolved that the City Council hereby approves a budget amendment for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund - Recreation Facility Department (756) Personnel Accounts. The breakout of these funds into accounts is as follows; \$34,666.67 to Salaries and Wages account 208-756-702.00, \$2,652 to F.I.C.A – City Contribution account 208-756-715.000, \$9,320.50 to Medical Insurance account 208-756-716.000, \$438.36 to Life Insurance account 208-756-717.000, \$2,333.33 to MERS Employer Contribution account 208-756-718.500, \$1,866.67 to Workers Compensation Insurance account 208-756-719.000, and lastly \$178.56 to Dental Insurance account 208-756-719.001. The total funds amount of \$51,456.09 are to be used to restore the Pontic Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full-time status.

JDB/JJ

Attachment

Account	Description	Amount
208-756-702.000	Salaries and Wages	\$ 34,666.67
208-756-715.000	F.I.C.A - City Contribution	\$ 2,652.00
208-756-716.000	Medical Insurance	\$ 9,320.50
208-756-717.000	Life Insurance	\$ 438.36
208-756-718.500	MERS Employer Contribution	\$ 2,333.33
208-756-719.000	Workers Compensation Insurance	\$ 1,866.67
208-756-719.001	Dental Insurance	\$ 178.56
	Total	\$ 51,456.09