

**Official Proceedings  
Pontiac City Council  
110<sup>th</sup> Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, August 13, 2019 at 6:00 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

Members Present: Carter, Miller, Taylor-Burks, Waterman and Williams.

Members Absent: Pietila and Woodward.

Mayor Waterman was present.

Clerk announced a quorum.

19-403        **Excuse Councilperson Mary Pietila and Don Woodward for personal reasons.**  
Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

**Motion Carried.**

19-404        **Amendment to add the Provisional Center Community Benefits Agreement to the agenda.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: None

**Motion Carried.**

19-405        **Motion to move item #3 (resolution to go into closed session) before item #2 (resolution to authorize Mayor to conduct preliminary due diligence for potential purchase of 235 Wesson Street).** Move by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

**Motion Carried.**

19-406        **Approval of agenda as amended.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

**Motion Carried.**

19-407        **Approve meeting minutes for August 6, 2019.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

Ayes: Williams, Carter, Miller, Tylor-Burks and Waterman

No: None

**Motion Carried.**

19-408        **Resolution to go into Closed Session to discuss an attorney-client privileged memorandum regarding the following items: consider the purchase of real property located at 235 Wesson Street, and to discuss memorandum regarding Phoenix Center Settlement, information exempt from disclosure by statute, specifically an attorney-client privileged memorandum exempt from disclosure pursuant to MCL 15.243 (l)(g).** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Whereas, Michigan Open Meetings Act Section 8(h), MCL 15.268(h), allows a public body to go into closed session to consider material exempt from discussion or disclosure by state or federal statute; and

Whereas, Michigan Freedom of information Act Section 13(g) exempts from disclosure records subject to the attorney-client privilege;

Now, Therefore, Be It Resolved by the Pontiac City Council that it recess into closed session to discuss an attorney-client privileged memorandum regarding the following items:

1. To consider the purchase of real property located at 235 Wesson Street;
2. To discuss the memorandum regarding Phoenix Center Settlement, information exempt from disclosure by statute, specifically an attorney-client privileged memorandum exempt from disclosure pursuant to MCL 15.243(1)(g).

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

No: None

**Motion Carried.**

19-409        **Motion to come out of Closed Session.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

**Motion Carried.**

19-410        **Suspend the rules.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

Ayes: Taylor-Burks, Waterman, Williams and Carter

No: Miller

**Motion Carried.**

19-411      **Resolution to authorize the Mayor to conduct preliminary due diligence regarding the potential purchase of 235 Wesson Street and to negotiate terms and conditions of sale.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, the City of Pontiac has been presented with a Real Estate Purchase and Sale Agreement for the property located at 235 Wesson Street, and

Whereas, The City Council Real Estate Subcommittee referred the matter to the Executive Office for further review.

Now, Therefore Be It Resolved, that the Mayor is hereby authorized to conduct preliminary due diligence regarding the potential purchase of 235 Wesson Street, and negotiate terms and condition of sale and obtain the following due diligence items:

Title Work (No charge),

Phase I Environmental site assessment,

Phase II Environmental site assessment,

Baseline Environmental site assessment,

Survey,

Appraisal,

And related legal fees, all for a cost not to exceed \$45,000 and to be completed within 60 days from the date of this resolution.

Ayes: Taylor-Burks, Waterman and Williams

No: Carter and Miller

**Resolution Failed.**

Thirteen (13) individuals addressed the body during public comment.

**Discussion- Designation of Hidden River Park as a City Park and Possible Measurements Discrepancies between Ordinance 2357(B) and Ordinance 2363**

The Council asked the City Attorney to prepare a resolution to designate Hidden River Park as an entertainment space and not as a park.

As it relates to the measurement discrepancies between the ordinances, City Attorney Chubb stated that the Zoning Enabling Act allows any zoning ordinance adopted under the enabling act to preempt any other ordinance that may be inconsistent with the zoning ordinance.

### **Ordinances**

**First reading- Adoption of an Ordinance to amend Chapter 42, "Community Development". To add Article VII entitled "Community Benefit Agreements" Ordinance attached as exhibit A.**

### **Revised Community Benefits Ordinances**

Memorandum from Matthew Neale, Esq.- Medical Marihuana Application Professional Expert to the City Clerk. Attorney Neale explains that he has drafted a revised Community Benefits Ordinance titled "Pontiac Provisioning Center Community Benefits Ordinance", is meant to assist the City Clerk in scoring and ranking provisioning center applications pursuant to City Ordinance 2357(B); by allowing developers to make pledges as part of their provisioning center application that identify community benefits to the City to help rectify negative aspects of their development. Any such pledges would be incorporated into a binding Community Benefits Agreement with the City of Pontiac.

As compared to the prior proposed community benefits ordinance, the Pontiac Provisioning Center Community Benefits Ordinance is intended to be specifically used for the scoring and ranking of provisioning center applications under City Ordinance 2357(B). Any references to medical marijuana, Tier 1 or City Ordinance 2357(B) were thus removed from the prior proposed community benefits ordinance. **Memorandum and ordinances attached as exhibit B.**

**First reading- Adoption of an Ordinance to amend Chapter 42, "Community Development", to add Article VII entitled "Provisioning Center Community Benefits Agreements" Ordinance attached as exhibit C.**

### **Communication from the City Clerk**

Communication from the Office of the City Clerk Office informing the City Council that the office has begun receiving Medical Marihuana applications for growers, processors, secure transporters and safety compliance.

The Clerk informed the Mayor and City Council that in order to ensure that we review applications in a timely manner, the Clerk is requesting that the tasks below be completed within the next 30 days.

- The Mayor appoints the Medical Marihuana Commission and the Commission meets to establish its rules.
- The City Council approves the Rules of the Medical Marihuana Commission.
- The City issue a RFP for a Professional Expert- Financial Advisor to the City Clerk to assist the Clerk with the financial review of the applications.
- The City issue a RFP for a Hearing Officer.
- All staff involved in the review of applications complete and sign the conflict of interest/disclosure statement. **The form is attached as exhibit D.**

The Council requested that the task items be brought back in two (2) weeks for status update.

19-412            **Suspend the rules to vote on items #7, 8 and 9.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

Ayes: Tylor-Burks, Waterman, Williams, Carter and Miller

No: None

**Motion Carried.**

19-413            **Resolution for Roosevelt Frank (Bones) Russell.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

**WHEREAS**, The Pontiac City Council celebrates the gift of life and those who have lived life abundantly and whose lives exemplify the highest ideals of humanity; and,

**WHEREAS**, Roosevelt Frank Russell has been married to Mary Page Russell for over 50 years and this union produced five children, nineteen grandchildren, and five great-grandchildren; and,

**WHEREAS**, Roosevelt Frank Russell's rich career in public service spans over seven decades, from 1968, when he started working as a Parks and Recreation Assistant with the City of Pontiac to 2019, and in addition, Roosevelt Frank Russell remarkably embarked on his thirty-three year tenure with the Oakland County Human Resources Department in June of 1985, as the Community Specialist Recruitment & EEO; and,

**WHEREAS**, Roosevelt Frank Russell was an integral link to the citizens of Pontiac, Oakland County and throughout the State of Michigan in his position of Recruitment Specialist, Human Resources Analyst and especially as Chairperson of the Oakland County Employment Diversity Council; and

**WHEREAS**, Roosevelt Frank Russell while working for Oakland County, was instrumental in the recruitment and employment of many qualified individuals whom have served the county in an exemplary fashion within the various departments in Oakland County government,

**WHEREAS**, Roosevelt Frank Russell is truly a trail-blazer, as he was responsible for increasing the number of qualified minorities that were placed on The Oakland County Human Resources Departments various Employment Eligibility Lists and served as an invaluable resource to all of the Oakland County Commissioners that represented the City of Pontiac since 1985; and,

**WHEREAS**, Roosevelt Frank Russell is distinguished by his numerous accomplishments, some include, receiving many unsolicited letters of appreciation from citizens throughout Oakland County and the State of Michigan, accepting the Employee of the Month Award from the late Oakland County Executive L. Brooks Patterson in 2005, recipient of the Regional Diversity Champion Award in 2011, developing and implementing the Oakland County Employment Diversity Council (OCEDC), founder of the Oakland County All-Star Basketball Clinic in 1969-1980, Campy Russell-Terry Furlow Fundamental Basketball Camp 1977-1979, Youth Advisor Pontiac Police Department 1974-1978, Founder and President of the Youth Development Institute, Inc. 1983-2019, the Pontiac News, Inc. Publisher and Editor 2007-present and the Oakland and Regional News 2014-present; and,

**WHEREAS**, Roosevelt Frank Russell's innate qualities of insight, knowledge and wisdom, propelled him to serve as a mentor, advisor and counselor too many young men and women, many of whom have advanced in their careers and are making valuable contributions to their communities.

**NOW, THEREFORE BE IT RESOLVED**, that we the members of the Pontiac City Council and on behalf of the citizens of Pontiac, recognize with great pride and dignity, Roosevelt Frank (Bones) Russell, as he is recognized on August 17, 2019 for the blessing that he has been to his family and friends for 70

years of life and for seven decades of outstanding contributions of leadership, selflessness and commitment to the community. "Happy Birthday Mr. Roosevelt Frank (Bones) Russell and Congratulations on your retirement."

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

No: None

**Resolution Passed.**

19-414      **Resolution in support of Inspirational Spectrum Heroes.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

**WHEREAS**, it is the desire of the members of the Pontiac City Council to endorse, recognize and support organizations that exemplify a sincere dedication of leadership, selflessness and commitment to uplifting and empowering our community; and,

**WHEREAS**, the Inspirational Spectrum Heroes is a 501 (c) 3, a non-profit organization established in 2018, and the mission of the organization is to promote awareness of autism; and,

**WHEREAS**, the Inspirational Spectrum Heroes is hosting its first Annual Autism Walk on Saturday, September 14, 2019 at Wisner Stadium.

**NOW, THEREFORE BE IT RESOLVED**, that the members of the Pontiac City Council, on behalf of the citizens of Pontiac, recognize and graciously endorse the Inspirational Spectrum Heroes for enriching the lives of families and individuals in our community.

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

No: None

**Resolution Passed.**

19-415      **Resolution for Harrison Lorenza "Pal" Gilmore.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

**WHEREAS**, it is the sense of this legislative body to pay proper tribute to individuals of remarkable character and whose lives have been dedicated to uplifting and inspiring the community; and,

**WHEREAS**, it is feelings of the deepest regret that the Pontiac City Council mourns the passing of Harrison Lorenza Gilmore, a giving and devoted member of this community; and,

**WHEREAS**, Harrison Lorenza Gilmore was born on June 7, 1947, was the son of the late Flossie Mae and James Andrew Gilmore, loving husband to Sheila R. Gilmore and the father of Stephanie Grandberry; and,

**WHEREAS**, Harrison Lorenza Gilmore had a passion for billiards; and,

**WHEREAS**, Harrison Lorenza Gilmore a talented sports enthusiast and a distinguished billiards player, consistently displayed his talents; and,

**WHEREAS**, in 2012, Harrison Lorenza Gilmore, along with other members of his softball team, received championship rings from the World Senior Games in Utah; and,

**WHEREAS**, Harrison Lorenza Gilmore also participated in the Huntsman World Senior Games in St. George, Utah, a qualifying competition for the Senior Olympics, 50 years and older; and,

**WHEREAS**, Harrison Lorenza Gilmore was the first place winner in Billiards during the Winter Michigan Senior Olympics (age 65-69) three years in a row, 2015, 2016 and 2017; and,

**WHEREAS**, Harrison Lorenza Gilmore despite having an illness, never let his love for baseball waiver, as he pursued and engaged in another sport, pickle ball and in 2018, entered the Michigan Senior Olympics for Pickle Ball and Billiards (age 70-74) and won second place in Billiards; and,

**WHEREAS**, Harrison Lorenza Gilmore truly a legend in Billiards, in 2019, won third place (age 70-74) in Billiards.

**NOW, THEREFORE BE IT RESOLVED**, that the Pontiac City Council and members of this great community will greatly miss Harrison Lorenza "Pal" Gilmore, as his kindhearted soul will long endure the passage of time and will remain as a comforting memory to all those whose lives he touched; we give our sincerest condolences to the family and friends of Harrison Lorenza "Pal" Gilmore.

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

No: None

**Resolution Passed.**

### **Mayoral Reports**

Special Report: Road Kill Wrap-up and Dream Cruise Update  
Presented by James Johnson, Community Relations Specialist

Monthly Check Register

(The weekly check register for June 28, 2019; July 5, 12, 19 and 26, 2019 have not been posted on the website.)

Monthly Staff Changes Report

(The June and July reports were not submitted.)

City Credit Card Statement

(The June and July reports were not submitted.)

Council President Kermit Williams Adjourned meeting at 8:55 p.m.

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GARLAND S. DOYLE  
INTERIM CITY CLERK

**ORDINANCE NO. \_\_\_\_\_****THE CITY OF PONTIAC ORDAINS:****AN ORDINANCE TO AMEND CHAPTER 42, "COMMUNITY DEVELOPMENT", TO ADD ARTICLE VII, ENTITLED "COMMUNITY BENEFIT AGREEMENTS".****Section 1. Short Title; Purpose.**

- (a) This Ordinance shall be known and may be cited as the "Pontiac Community Benefit Ordinance".
- (b) This Ordinance shall require developers of certain types of developments, herein referred to as "Qualified Developments", to enter into agreements, herein referred to as "Community Benefit Agreements", that identify potential negative aspects of developments and identify proportional community benefits to the City of Pontiac to rectify those negative aspects as a condition for development subsidies and other considerations by the City of Pontiac.

**Section 2. Definitions**

As used in the Chapter 42, Article VII, the following words and phrases shall mean the following:

- (a) **Community Benefit Agreement:** An Agreement between the City of Pontiac and Developer providing mutual consideration intended to rectify mutually acknowledged potential negative aspects associated with the proposed Qualified Development.
- (b) **Developer:** The person, firm, partnership, company, corporation, cooperative, or any other entity that is the recipient of a Development Subsidy.
- (c) **Development Subsidies:** Any economic incentives of value granted on a discretionary basis by the City of Pontiac to attract or retain a Qualified Development or jobs associated therewith; may include federal, state, or local economic incentives; and include but are not limited to economic incentives associated with, as amended: the Brownfield Redevelopment Financing Act, Commercial Development Act, Commercial Rehabilitation Act, Corridor Improvement Authority Act, Historical neighborhood Tax Increment Financing Act, Local Development Financing Act, Plant Rehabilitation and Industrial Development Districts Act, Principal Shopping Districts and Business Improvement Districts Act. Additionally, the lease or transfer of a city-owned building or property shall constitute a Development Subsidy.
- (d) **Qualified Development:** Shall be classified as either a Tier 1 or Tier 2. Tier 1 Qualified Developments shall be those developments granted license to operate under City Ordinance 2357(B). Tier 2 Qualified Developments shall be those developments being



granted Development Subsidies by the City of Pontiac with a total economic incentive, as determined in the sole discretion of the City of Pontiac, of greater than \$50,000.00.

### **Section 3. Community Benefits**

A Community Benefit agreed upon by the Developer of the Qualified Development and the City of Pontiac is a benefit conferred upon the community of the City of Pontiac intended to ameliorate the potential negative aspects imposed upon the City of Pontiac by the Qualified Development. Although Community Benefits may differ based upon the Qualified Development, and this is not intended to be an exhaustive list, the City of Pontiac recognizes amenities, benefits, or commitments for the following purposes as Community Benefits, by Tier of Qualified Development:

Tier 1: Infrastructure, Police and Fire Services, Job Training, Health Initiative Education, Parks

Tier 2: Designated Projects, Infrastructure, Police and Fire Services, Parks

### **Section 4. Community Benefits Agreement**

The Community Benefits Agreement shall be entered into between the City of Pontiac and the Developer of the Qualified Development.

The Community Benefits Agreement shall set forth the Community Benefit proposed by the Developer of the Qualified Development and, if applicable, the interval of such Community Benefit.

Community Benefit Agreements shall be timely recorded on the deed, and shall run with the land, on Qualified Developments for the duration of the Community Benefit Agreement.

The term of a Community Benefit Agreement for a Tier 1 Qualified Development shall be not less than the term of its License to operate under City Ordinance 2357(B), including any extension or renewal thereof. The term of a Community Benefit Agreement for a Tier 2 Qualified Development shall be not less than the length of the Development Subsidy, including any extension or renewal thereof.

Community Benefits Agreements are not transferrable by the Developer without approval through a City Council Resolution.

### **Section 5. Community Benefits Agreement Required for Every Qualified Development**

All Qualified Developments are subject to a Community Benefit Agreement. All Qualified Developments must be approved by the Mayor and City Council, and such approval may only be subject to the execution of a valid Community Benefits Agreement with the Developer of that Qualified Development.

**Section 6. Exemptions Application**

If a Qualified Development and/or Developer believe they should be exempt from a Community Development Agreement, they may file an exemption application with the City Clerk. An Exemption requires approval of the Mayor and City Council.

**Section 7. Annual Reporting and Compliance**

A Developer shall provide a comprehensive, audited report detailing compliance with obligations under its Community Benefit Agreement for the prior year (or partial year) by January 1 of each year. The report shall include backup documentation for all donations made or funds expended related to the Community Development Agreement.

**Section 8. Breach of Community Benefits Agreement; Termination; Appeal**

If the City Department of Economic Development finds a Qualified Development and/or its Developer to be in breach of its (their) Community Development Agreement, it shall send a written Notice of Breach of Community Benefits Agreement to the Qualified Development and its Developer by certified mail. If the Breach of Community Benefits Agreement is not cured within fourteen (14) days after the date the Notice of Breach of Community Benefits Agreement was sent, the Mayor may terminate the Agreement.

If the Qualified Development and/or Developer believe that the termination was made in error, it (they) may Appeal in writing to the City Council within thirty (30) days after the date the Notice of Breach of Community Benefits Agreement was sent. The City Council, by Resolution, shall only overturn a decision of the Mayor if it finds the decision was arbitrary or capricious. The determination of the City Council may only be reviewed by the Court of competent jurisdiction within the state of Michigan.

Termination of the Community Benefits Agreement through this process shall result in the suspension of the underlying 2357(B) facility license for Tier 1 Qualified Developments; and the suspension of any economic incentives granted to a Tier 2 Qualified Development; pending the any such administrative, legislative, or judicial appeal of that termination. Upon the exhaustion of further appeals creating a final determination that the termination was proper, the 2357(B) facility license or economic incentive granted to a Tier 2 Qualified Development shall be permanently revoked, subject to any further statutory appeal process for those licenses or economic incentives.

**Section 9. Severability.**

This ordinance and the various parts, sections, and clauses are hereby declared severable. If any clause, sentence, or paragraph or part of this ordinance shall, for any reason, be adjudged or decreed to be invalid by any Court of competent jurisdiction, such judgment or decree shall not effect, impair, or invalidate the remainder of this ordinance, but such judgment or decree shall be confined in its operation to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment or decrees shall have been entered.

**Section 10. Repealer.**

That all ordinances or parts of ordinances, of the City of Pontiac in conflict herewith are hereby repealed.

**Section 11. Publication.**

The Clerk shall publish this Ordinance in a newspaper of general circulation prior to its effective date.

**Section 12. Effective Date.**

This Ordinance shall be effective ten days after date of adoption.

I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

I further hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council and was published verbatim in a publication of general circulation on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk



## MEMORANDUM

TO: Garland S. Doyle, Interim Pontiac City Clerk  
FROM: Matthew Neale, Esq.  
RE: Revised Community Benefits Ordinance  
DATE: August 12, 2019

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As requested, the revised Community Benefits Ordinance, titled "Pontiac Provisioning Center Community Benefits Ordinance", is meant to assist the City Clerk in scoring and ranking provisioning center applications pursuant to City Ordinance 2357(B); by allowing developers to make pledges as part of their provisioning center application that identify community benefits to the City to help rectify negative aspects of their development. Any such pledges would be incorporated into a binding Community Benefits Agreement with the City of Pontiac.

Pursuant to Section 9(f) of City Ordinance 2357(B), "[i]n its application assessment, evaluation, scoring, ranking, and deliberations related to permits to operate a provisioning center . . .", the City Clerk "shall assess, evaluate, score, and rank each application based upon a scoring and ranking procedure developed by the clerk consistent with the requirements, conditions, and provisions. . . ." of City Ordinance 2357(B) in certain specified categories.

Of those categories specified in such Section 9(f), certain of the categories relate to community benefits. If an applicant, as part of its application for a provisioning center permit, makes pledges of community benefits to the City of Pontiac, then, based on the City Clerk's assessment and evaluation of such benefits, such applicant will get points for such pledges. Such points will be used in the provisioning center scoring. However, before an applicant will receive a permit, the applicant must enter into a Community Benefits Agreement with the City incorporating such pledged benefits. The amount of points for different pledges will be based on the commitment, quality, duration, community support and amount of the pledged community benefits.

If an applicant breaches a Community Benefits Agreement with the City, pursuant to Section 15 of City Ordinance 2357(B) and other applicable Sections and laws, the City Clerk may revoke or suspend a provisioning center permit or not renew a provisioning center permit (subject to any notice and/or hearing rights of an applicant).

As compared to the prior proposed community benefits ordinance, the Pontiac Provisioning Center Community Benefits Ordinance is intended to be specifically used for the scoring and ranking of provisioning center applications under City Ordinance 2357(B). Any references to medical marijuana, Tier 1 or City Ordinance 2357(B) were thus removed from the prior proposed community benefits ordinance.

**ORDINANCE NO. \_\_\_\_\_**

**THE CITY OF PONTIAC ORDAINS:**

**AN ORDINANCE TO AMEND CHAPTER 42, "COMMUNITY DEVELOPMENT", TO ADD ARTICLE VII, ENTITLED "PROVISIONING CENTER COMMUNITY BENEFITS AGREEMENTS".**

**Section 1. Short Title; Purpose.**

- (a) This Ordinance shall be known and may be cited as the "Pontiac Provisioning Center Community Benefits Ordinance".
- (b) This Ordinance shall allow developers of provisioning centers, herein referred to as "Qualified Developments", to enter into agreements, herein referred to as "Community Benefits Agreements", that identify potential negative aspects of such developments and identify proportional community benefits to the City of Pontiac to rectify those negative aspects. The pledges of community benefits that would be incorporated into Community Benefits Agreements will be used in part to assist the City Clerk with the scoring and ranking of provisioning center applications pursuant to City Ordinance 2357(B).

**Section 2. Definitions**

As used in the Chapter 42, Article VII, the following words and phrases shall mean the following:

- (a) Community Benefits Agreement: An agreement between the City of Pontiac and Developer providing mutual consideration intended to rectify mutually acknowledged potential negative aspects associated with the proposed Qualified Development.
- (b) Developer: Any person, firm, partnership, company, corporation, cooperative, or any other entity (other than the City of Pontiac) that is a party to a Community Benefits Agreement.
- (c) Qualified Development: Persons or entities submitting an application for a provisioning center permit during the 21-day period for provisioning center applications pursuant to City Ordinance 2357(B).

**Section 3. Community Benefits; Pledged Community Benefits**

A community benefit agreed upon by the Developer of the Qualified Development and the City of Pontiac is a benefit conferred upon the community of the City of Pontiac intended to ameliorate the potential negative aspects imposed upon the City of Pontiac by the Qualified Development. Although community benefits may differ based upon the Qualified Development, and this is not intended to be an exhaustive list, the City of Pontiac recognizes amenities, benefits, or commitments for the following purposes as community benefits:

- (a) Roads; Infrastructure; Road Repair; Potholes; Road Matching

- (b) Parks; Park Safety (cameras); Law Enforcement
- (c) High School Pool; Hawthorne Park (Water Park); Neighborhood Revitalization Plan
- (d) Job Training and Employment; Transitional Programs (previously incarcerated)
- (e) Library and Literacy; Health Initiative Education
- (f) Business Development Fund (to assist City of Pontiac residents with funding for businesses and with starting and growing businesses)

As part of its scoring and ranking of provisioning center applications pursuant to City Ordinance 2357(B), the City Clerk may consider those community benefits pledged to the City of Pontiac as part of such application. Any such pledges would be incorporated into a binding Community Benefits Agreement with the City of Pontiac.

It is preferred, and the City Clerk may require, that applicants show that there is a reasonable amount of support in the community for an applicant's pledged community benefits. It is the applicant's responsibility to show community support for its pledged community benefits.

In using pledged community benefits as part of its scoring and ranking of provisioning center applications pursuant to City Ordinance 2357(B), the City Clerk will evaluate the commitment, quality, duration, community support and amount of the pledged community benefits. If an applicant does not pledge community benefits, such applicant will receive a zero (0) score in certain key segments of the provisioning center application scoring.

If an applicant has pledged community benefits as part of its provisioning center application, before receiving a provisioning center permit, such applicant must enter into a Community Benefits Agreement with the City incorporating such pledged community benefits. The negotiation and completion of such Community Benefits Agreements may occur after the 21-day submission period for provisioning center applications pursuant to City Ordinance 2357(B). The Mayor may negotiate such Community Benefits Agreements (incorporating the pledged community benefits therein) on behalf of the City of Pontiac. All final Community Benefits Agreements must be approved by the City Council to be effective.

#### **Section 4. Community Benefits Agreement**

The Community Benefits Agreement would be entered into between the City of Pontiac and the Developer of the Qualified Development.

The Community Benefits Agreement would set forth the community benefit proposed by the Developer of the Qualified Development and, if applicable, the interval of such community benefit.

Community Benefits Agreements shall be timely recorded on the deed for the real property applicable to the Qualified Development, and shall run with the land, on Qualified Developments for the duration of the Community Benefits Agreement.

The term of a Community Benefits Agreement shall be not less than the term of the permit to operate under City Ordinance 2357(B), including any extension or renewal thereof.

If a Developer is in breach or violation of a Community Benefits Agreement, such breach or violation shall constitute a breach of applicable law for purposes of City Ordinance 2357(B). If such breach or violation occurs, the City may exercise all rights and remedies against such Developer available under applicable law (subject to any notice and/or hearing rights of such Developer), including any rights and remedies pursuant to City Ordinance 2357(B) (including in relation to the suspension, revocation or renewal of a provisioning center permit), including Section 15 of City Ordinance 2357(B).

Community Benefits Agreements are not transferrable by the Developer without approval through a City Council Resolution.

#### **Section 5. Community Benefits Agreement Approval**

All Community Benefits Agreements must be approved by the City Council to be effective.

#### **Section 6. Exemptions Application**

If a Qualified Development and/or Developer believe they should be exempt from a Community Development Agreement, they may file an exemption application with the City Clerk ("Exemption"). An Exemption requires approval of the City Council and may be approved or denied by the City Council in its sole discretion.

#### **Section 7. Annual Reporting and Compliance**

A Developer shall provide a comprehensive, audited report detailing compliance with obligations under its Community Benefits Agreement for the prior year (or partial year) by January 1 of each year. Further, prior to any extension or renewal of a permit to operate under City Ordinance 2357(B), a Developer shall provide a comprehensive, audited report detailing compliance with obligations under its Community Benefits Agreement. Each report shall include backup documentation for all donations made or funds expended related to the Community Development Agreement.

#### **Section 8. Breach of Community Benefits Agreement; Termination; Appeal**

If the City Clerk finds a Qualified Development and/or its Developer to be in breach of its (their) Community Development Agreement (including if discovered as part of the City Clerk's review of the Qualified Development and/or Developer for purposes of a permit renewal), it may send a written Notice of Breach of Community Benefits Agreement to the Developer by certified mail. If the Breach of Community Benefits Agreement is not cured within fourteen (14) days after the date the Notice of Breach of Community Benefits Agreement was sent, the City Clerk, after a hearing (as necessary), may suspend or terminate the Community Development Agreement.

If the Developer believes that the suspension or termination was made in error, the Developer may appeal such decision in accordance with its appeals rights under City Ordinance 2357(B).

Termination of the Community Benefits Agreement through this process shall result in the suspension of the underlying City Ordinance 2357(B) provisioning center permit; subject to any permitted administrative, legislative or judicial appeal of that termination. Upon the exhaustion of any appeals through the City of Pontiac creating a final determination that the termination of the Community Benefits Agreement was proper, the City Ordinance 2357(B) provisioning center permit shall be permanently revoked, subject to any further statutory appeal process for such permit outside of the City of Pontiac.

**Section 9. Severability.**

This Ordinance and the various parts, sections, and clauses are hereby declared severable. If any clause, sentence, or paragraph or part of this Ordinance shall, for any reason, be adjudged or decreed to be invalid by any Court of competent jurisdiction, such judgment or decree shall not effect, impair, or invalidate the remainder of this Ordinance, but such judgment or decree shall be confined in its operation to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment or decrees shall have been entered.

**Section 10. Repealer.**

That all ordinances or parts of ordinances, of the City of Pontiac in conflict herewith are hereby repealed, as permitted by law.

**Section 11. Publication.**

The Clerk shall publish this Ordinance in a newspaper of general circulation prior to its effective date.

**Section 12. Effective Date.**

This Ordinance shall be effective ten days after date of adoption.

I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

I further hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council and was published verbatim in a publication of general circulation on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk



**ORDINANCE NO. \_\_\_\_\_**

**THE CITY OF PONTIAC ORDAINS:**

**AN ORDINANCE TO AMEND CHAPTER 42, "COMMUNITY DEVELOPMENT", TO ADD ARTICLE VII, ENTITLED "COMMUNITY BENEFIT AGREEMENTS".**

**Section 1. Short Title; Purpose.**

- (a) This Ordinance shall be known and may be cited as the "Pontiac Community Benefit Ordinance".
- (b) This Ordinance shall require developers of certain types of developments, herein referred to as "Qualified Developments", to enter into agreements, herein referred to as "Community Benefit Agreements", that identify potential negative aspects of developments and identify proportional community benefits to the City of Pontiac to rectify those negative aspects as a condition for development subsidies and other considerations by the City of Pontiac.

**Section 2. Definitions**

As used in the Chapter 42, Article VII, the following words and phrases shall mean the following:

- (a) Community Benefit Agreement: An Agreement between the City of Pontiac and Developer providing mutual consideration intended to rectify mutually acknowledged potential negative aspects associated with the proposed Qualified Development.
- (b) Developer: The person, firm, partnership, company, corporation, cooperative, or any other entity that is the recipient of a Development Subsidy.
- (c) Development Subsidies: Any economic incentives of value granted on a discretionary basis by the City of Pontiac to attract or retain a Qualified Development or jobs associated therewith; may include federal, state, or local economic incentives; and include but are not limited to economic incentives associated with, as amended: the Brownfield Redevelopment Financing Act, Commercial Development Act, Commercial Rehabilitation Act, Corridor Improvement Authority Act, Historical neighborhood Tax Increment Financing Act, Local Development Financing Act, Plant Rehabilitation and Industrial Development Districts Act, Principal Shopping Districts and Business Improvement Districts Act. Additionally, the lease or transfer of a city-owned building or property shall constitute a Development Subsidy.
- (d) Qualified Development: ~~Shall be classified as either a Tier 1 or Tier 2. Tier 1 Qualified Developments shall be those developments granted license to operate under City Ordinance 2357(B). Tier 2 Qualified Developments shall be those developments being~~

## Proposed Community Benefits Ordinance

granted Development Subsidies by the City of Pontiac with a total economic incentive, as determined in the sole discretion of the City of Pontiac, of greater than \$50,000.00.

### **Section 3. Community Benefits**

A Community Benefit agreed upon by the Developer of the Qualified Development and the City of Pontiac is a benefit conferred upon the community of the City of Pontiac intended to ameliorate the potential negative aspects imposed upon the City of Pontiac by the Qualified Development. Although Community Benefits may differ based upon the Qualified Development, and this is not intended to be an exhaustive list, the City of Pontiac recognizes amenities, benefits, or commitments for the following purposes as Community Benefits, ~~by Tier of Qualified Development:~~

~~Tier 1: Infrastructure, Police and Fire Services, Job Training, Health Initiative Education, Parks~~

~~Tier 2: Designated Projects, Infrastructure, Police and Fire Services, Parks~~

### **Section 4. Community Benefits Agreement**

The Community Benefits Agreement shall be entered into between the City of Pontiac and the Developer of the Qualified Development.

The Community Benefits Agreement shall set forth the Community Benefit proposed by the Developer of the Qualified Development and, if applicable, the interval of such Community Benefit.

Community Benefit Agreements shall be timely recorded on the deed, and shall run with the land, on Qualified Developments for the duration of the Community Benefit Agreement.

The term of a Community Benefit Agreement for a ~~Tier 1 Qualified Development shall be not less than the term of its License to operate under City Ordinance 2357(B), including any extension or renewal thereof.~~ The term of a Community Benefit Agreement for a Tier 2 Qualified Development shall be not less than the length of the Development Subsidy, including any extension or renewal thereof.

Community Benefits Agreements are not transferrable by the Developer without approval through a City Council Resolution.

### **Section 5. Community Benefits Agreement Required for Every Qualified Development**

All Qualified Developments are subject to a Community Benefit Agreement. All Qualified Developments must be approved by the Mayor and City Council, and such approval may only be subject to the execution of a valid Community Benefits Agreement with the Developer of that Qualified Development.

### **Section 6. Exemptions Application**

## Proposed Community Benefits Ordinance

If a Qualified Development and/or Developer believe they should be exempt from a Community Development Agreement, they may file an exemption application with the City Clerk. An Exemption requires approval of the Mayor and City Council.

### **Section 7. Annual Reporting and Compliance**

A Developer shall provide a comprehensive, audited report detailing compliance with obligations under its Community Benefit Agreement for the prior year (or partial year) by January 1 of each year. The report shall include backup documentation for all donations made or funds expended related to the Community Development Agreement.

### **Section 8. Breach of Community Benefits Agreement; Termination; Appeal**

If the City Department of Economic Development finds a Qualified Development and/or its Developer to be in breach of its (their) Community Development Agreement, it shall send a written Notice of Breach of Community Benefits Agreement to the Qualified Development and its Developer by certified mail. If the Breach of Community Benefits Agreement is not cured within fourteen (14) days after the date the Notice of Breach of Community Benefits Agreement was sent, the Mayor may terminate the Agreement.

If the Qualified Development and/or Developer believe that the termination was made in error, it (they) may Appeal in writing to the City Council within thirty (30) days after the date the Notice of Breach of Community Benefits Agreement was sent. The City Council, by Resolution, shall only overturn a decision of the Mayor if it finds the decision was arbitrary or capricious. The determination of the City Council may only be reviewed by the Court of competent jurisdiction within the state of Michigan.

Termination of the Community Benefits Agreement through this process shall result in the suspension of the underlying 2357(B) facility license for Tier 1 Qualified Developments; and the ~~suspension of any economic incentives granted to a Tier 2 Qualified Development; pending the any such administrative, legislative, or judicial appeal of that termination.~~ Upon the exhaustion of further appeals creating a final determination that the termination was proper, the 2357(B) facility license or economic incentive granted to a Tier 2 Qualified Development shall be permanently revoked, subject to any further statutory appeal process for those licenses or economic incentives.

### **Section 9. Severability.**

This ordinance and the various parts, sections, and clauses are hereby declared severable. If any clause, sentence, or paragraph or part of this ordinance shall, for any reason, be adjudged or decreed to be invalid by any Court of competent jurisdiction, such judgment or decree shall not effect, impair, or invalidate the remainder of this ordinance, but such judgment or decree shall be confined in its operation to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment or decrees shall have been entered.

### **Section 10. Repealer.**

That all ordinances or parts of ordinances, of the City of Pontiac in conflict herewith are hereby repealed.

Proposed Community Benefits Ordinance

**Section 11. Publication.**

The Clerk shall publish this Ordinance in a newspaper of general circulation prior to its effective date.

**Section 12. Effective Date.**

This Ordinance shall be effective ten days after date of adoption.

I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

I further hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council and was published verbatim in a publication of general circulation on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

**ORDINANCE NO. \_\_\_\_\_****THE CITY OF PONTIAC ORDAINS:****AN ORDINANCE TO AMEND CHAPTER 42, "COMMUNITY DEVELOPMENT", TO ADD ARTICLE VII, ENTITLED "PROVISIONING CENTER COMMUNITY BENEFITS AGREEMENTS".****Section 1. Short Title; Purpose.**

- (a) This Ordinance shall be known and may be cited as the "Pontiac Provisioning Center Community Benefits Ordinance".
- (b) This Ordinance shall allow developers of provisioning centers, herein referred to as "Qualified Developments", to enter into agreements, herein referred to as "Community Benefits Agreements", that identify potential negative aspects of such developments and identify proportional community benefits to the City of Pontiac to rectify those negative aspects. The pledges of community benefits that would be incorporated into Community Benefits Agreements will be used in part to assist the City Clerk with the scoring and ranking of provisioning center applications pursuant to City Ordinance 2357(B).

**Section 2. Definitions**

As used in the Chapter 42, Article VII, the following words and phrases shall mean the following:

- (a) Community Benefits Agreement: An agreement between the City of Pontiac and Developer providing mutual consideration intended to rectify mutually acknowledged potential negative aspects associated with the proposed Qualified Development.
- (b) Developer: Any person, firm, partnership, company, corporation, cooperative, or any other entity (other than the City of Pontiac) that is a party to a Community Benefits Agreement.
- (c) Qualified Development: Persons or entities submitting an application for a provisioning center permit during the 21-day period for provisioning center applications pursuant to City Ordinance 2357(B).

**Section 3. Community Benefits; Pledged Community Benefits**

A community benefit agreed upon by the Developer of the Qualified Development and the City of Pontiac is a benefit conferred upon the community of the City of Pontiac intended to ameliorate the potential negative aspects imposed upon the City of Pontiac by the Qualified Development. Although community benefits may differ based upon the Qualified Development, and this is not intended to be an exhaustive list, the City of Pontiac recognizes amenities, benefits, or commitments for the following purposes as community benefits:

- (a) Roads; Infrastructure; Road Repair; Potholes; Road Matching

- (b) Parks; Park Safety (cameras); Law Enforcement
- (c) High School Pool; Hawthorne Park (Water Park); Neighborhood Revitalization Plan
- (d) Job Training and Employment; Transitional Programs (previously incarcerated)
- (e) Library and Literacy; Health Initiative Education
- (f) Business Development Fund (to assist City of Pontiac residents with funding for businesses and with starting and growing businesses)

As part of its scoring and ranking of provisioning center applications pursuant to City Ordinance 2357(B), the City Clerk may consider those community benefits pledged to the City of Pontiac as part of such application. Any such pledges would be incorporated into a binding Community Benefits Agreement with the City of Pontiac.

It is preferred, and the City Clerk may require, that applicants show that there is a reasonable amount of support in the community for an applicant's pledged community benefits. It is the applicant's responsibility to show community support for its pledged community benefits.

In using pledged community benefits as part of its scoring and ranking of provisioning center applications pursuant to City Ordinance 2357(B), the City Clerk will evaluate the commitment, quality, duration, community support and amount of the pledged community benefits. If an applicant does not pledge community benefits, such applicant will receive a zero (0) score in certain key segments of the provisioning center application scoring.

If an applicant has pledged community benefits as part of its provisioning center application, before receiving a provisioning center permit, such applicant must enter into a Community Benefits Agreement with the City incorporating such pledged community benefits. The negotiation and completion of such Community Benefits Agreements may occur after the 21-day submission period for provisioning center applications pursuant to City Ordinance 2357(B). The Mayor may negotiate such Community Benefits Agreements (incorporating the pledged community benefits therein) on behalf of the City of Pontiac. All final Community Benefits Agreements must be approved by the City Council to be effective.

#### **Section 4. Community Benefits Agreement**

The Community Benefits Agreement would be entered into between the City of Pontiac and the Developer of the Qualified Development.

The Community Benefits Agreement would set forth the community benefit proposed by the Developer of the Qualified Development and, if applicable, the interval of such community benefit.

Community Benefits Agreements shall be timely recorded on the deed for the real property applicable to the Qualified Development, and shall run with the land, on Qualified Developments for the duration of the Community Benefits Agreement.

The term of a Community Benefits Agreement shall be not less than the term of the permit to operate under City Ordinance 2357(B), including any extension or renewal thereof.

If a Developer is in breach or violation of a Community Benefits Agreement, such breach or violation shall constitute a breach of applicable law for purposes of City Ordinance 2357(B). If such breach or violation occurs, the City may exercise all rights and remedies against such Developer available under applicable law (subject to any notice and/or hearing rights of such Developer), including any rights and remedies pursuant to City Ordinance 2357(B) (including in relation to the suspension, revocation or renewal of a provisioning center permit), including Section 15 of City Ordinance 2357(B).

Community Benefits Agreements are not transferrable by the Developer without approval through a City Council Resolution.

#### **Section 5. Community Benefits Agreement Approval**

All Community Benefits Agreements must be approved by the City Council to be effective.

#### **Section 6. Exemptions Application**

If a Qualified Development and/or Developer believe they should be exempt from a Community Development Agreement, they may file an exemption application with the City Clerk ("Exemption"). An Exemption requires approval of the City Council and may be approved or denied by the City Council in its sole discretion.

#### **Section 7. Annual Reporting and Compliance**

A Developer shall provide a comprehensive, audited report detailing compliance with obligations under its Community Benefits Agreement for the prior year (or partial year) by January 1 of each year. Further, prior to any extension or renewal of a permit to operate under City Ordinance 2357(B), a Developer shall provide a comprehensive, audited report detailing compliance with obligations under its Community Benefits Agreement. Each report shall include backup documentation for all donations made or funds expended related to the Community Development Agreement.

#### **Section 8. Breach of Community Benefits Agreement; Termination; Appeal**

If the City Clerk finds a Qualified Development and/or its Developer to be in breach of its (their) Community Development Agreement (including if discovered as part of the City Clerk's review of the Qualified Development and/or Developer for purposes of a permit renewal), it may send a written Notice of Breach of Community Benefits Agreement to the Developer by certified mail. If the Breach of Community Benefits Agreement is not cured within fourteen (14) days after the date the Notice of Breach of Community Benefits Agreement was sent, the City Clerk, after a hearing (as necessary), may suspend or terminate the Community Development Agreement.

If the Developer believes that the suspension or termination was made in error, the Developer may appeal such decision in accordance with its appeals rights under City Ordinance 2357(B).

Termination of the Community Benefits Agreement through this process shall result in the suspension of the underlying City Ordinance 2357(B) provisioning center permit; subject to any permitted

administrative, legislative or judicial appeal of that termination. Upon the exhaustion of any appeals through the City of Pontiac creating a final determination that the termination of the Community Benefits Agreement was proper, the City Ordinance 2357(B) provisioning center permit shall be permanently revoked, subject to any further statutory appeal process for such permit outside of the City of Pontiac.

**Section 9. Severability.**

This Ordinance and the various parts, sections, and clauses are hereby declared severable. If any clause, sentence, or paragraph or part of this Ordinance shall, for any reason, be adjudged or decreed to be invalid by any Court of competent jurisdiction, such judgment or decree shall not effect, impair, or invalidate the remainder of this Ordinance, but such judgment or decree shall be confined in its operation to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment or decrees shall have been entered.

**Section 10. Repealer.**

That all ordinances or parts of ordinances, of the City of Pontiac in conflict herewith are hereby repealed, as permitted by law.

**Section 11. Publication.**

The Clerk shall publish this Ordinance in a newspaper of general circulation prior to its effective date.

**Section 12. Effective Date.**

This Ordinance shall be effective ten days after date of adoption.

I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

I further hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council and was published verbatim in a publication of general circulation on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

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## Pontiac City Council Resolution



19-64            **Resolution Adopting a Conflict of Interest Policy for the Review of Medical Marihuana Permit Applications.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

WHEREAS, the City of Pontiac has adopted Ordinance 2357B ("City of Pontiac Medical Marihuana Facilities Ordinance") ("Ordinance") to allow medical marihuana facilities to operate in the City of Pontiac;

WHEREAS, the City of Pontiac City Clerk is responsible for administering the medical marihuana facility permit application process pursuant to the Ordinance;

WHEREAS, upon receipt of a completed medical marihuana facility permit application ("Medical Marihuana Application") the City Clerk is responsible for forwarding the Medical Marihuana Application to the Fire, Building and Safety, and Planning Departments/Divisions, and the City Clerk may forward the Medical Marihuana Application or certain parts thereof to any other relevant department/division of the City (including contractors of the City) to review the Medical Marihuana Application for compliance with certain requirements of the Ordinance;

WHEREAS, any employees, agents or contractors in such departments or divisions asked to review a Medical Marihuana Application or any part thereof will be required to disclose any conflict of interest to the City Clerk in accordance with the conflict of interest policy in the form of Exhibit A attached hereto ("Conflict of Interest Policy");

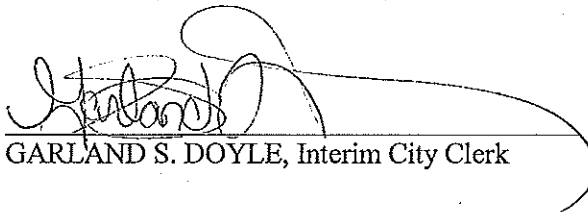
NOW BE IT THEREFORE RESOLVED, that the City of Pontiac adopts the Conflict of Interest Policy in relation to the review of Medical Marihuana Applications.

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

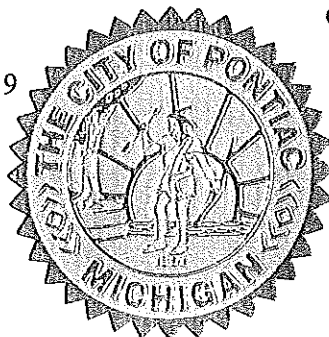
No: None

**Resolution Passed.**

I, Garland S. Doyle, Interim 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 February 26, 2019.

  
GARLAND S. DOYLE, Interim City Clerk

Dated: August 9, 2019



## **EXHIBIT A**



### **CITY OF PONTIAC**

## **MEDICAL MARIHUANA PERMIT REVIEWER CONFLICT OF INTEREST POLICY**

### **Purpose**

The City of Pontiac (the "City") has approved an ordinance to allow medical marihuana facilities to operate in the City. After receipt of a completed application, the Pontiac City Clerk is responsible for forwarding the application to the Fire, Building and Safety, and Planning Departments/Divisions, and the Pontiac City Clerk may forward the application or certain parts thereof to any other relevant department/division of the City (including contractors of the City) to confirm compliance with certain requirements of the City of Pontiac Medical Marihuana Facilities Ordinance ("Ordinance").

The City provides this Conflict of Interest Policy to ensure that there is full disclosure in connection with approval/review of any medical marihuana facility permit application ("Medical Marihuana Application") or inspection of any proposed medical marihuana facility that may provide an economic or other personal benefit to an employee, agent or contractor, or to any person or entity with whom they are related or have a financial interest. This will help to ensure that decisions are based entirely on merit. This policy is intended to supplement but not replace any applicable City, state or federal laws relating to conflicts of interest.

### **Definitions**

1. Interested Person. An "Interested Person" is an individual who is in a position to review, inspect and/or approve components of an applicant's Medical Marihuana Application or proposed medical marihuana facility on behalf of the Fire, Building and Safety, or Planning Departments/Divisions or any other relevant department/division of the City (including contractors of the City) tasked with reviewing, inspecting and/or approving any components of Medical Marihuana Applications or proposed medical marihuana facilities.
2. Family Member. A "Family Member" includes: the spouse of, or a brother, sister, in-law, ancestor (including parents and grandparents), child, grandchild or great grandchild of an Interested Person, or the spouse of any child, grandchild, or great grandchild of an Interested Person.
3. Financial Interest. An Interested Person has a "Financial Interest" if:
  - (a) such Interested Person, or any Family Member or Related Entity of such Interested Person, is directly or indirectly involved in any transaction or exchange with an entity or individual that has submitted or plans to submit a Medical Marihuana Application to operate a medical marihuana facility in the City (other than retail purchases of medical marihuana at a provisioning center in compliance with applicable laws); or
  - (b) such Interested Person, or any Family Member or Related Entity of such Interested Person, has a compensation arrangement or a potential compensation arrangement of any form, direct or indirect, with any entity or individual that has submitted or plans to submit a Medical Marihuana Application to operate a medical marihuana facility in the City.

4. Related Entity. A "Related Entity" means: any corporation, partnership, limited liability company, estate, trust or other entity or organization in which any Interested Person or any Family Member of such Interested Person, directly or indirectly, owns or controls or is negotiating to own or control (including through other entities or organizations) 1% or more of the voting power, 1% or more of the profits or economic interest or 1% or more of the ownership interest of such entity or organization.

### **Acceptance of Benefit**

Employees, agents and contractors reviewing, inspecting and/or approving components of an applicant's Medical Marihuana Application or proposed medical marihuana facility (and their Family Members and Related Entities) shall not solicit, accept or retain any direct or indirect gift, gratuity, compensation, payment or other benefit (collectively, "Benefit") from any individual or entity operating or seeking to operate a medical marihuana facility in the City.

### **Procedures for Conflicts of Interest**

1. Duty to Disclose. Each year, promptly after the release of the Medical Marihuana Application by the City Clerk and on each anniversary thereafter (and in any case prior to any review by such Interested Person of any Medical Marihuana Application), each Interested Person shall complete and submit to the City Clerk the Conflict of Interest Disclosure Statement/Affidavit For Medical Marihuana Facility Permit Applications attached hereto ("Conflict of Interest Disclosure Statement"). Even if an Interested Person has completed a Conflict of Interest Disclosure Statement, if the Interested Person receives a Medical Marihuana Application in which such Interested Person has a Financial Interest or other actual or potential conflict of interest, before such Interested Person may review the Medical Marihuana Application, such Interested Person shall disclose to the City Clerk the existence of such Financial Interest or conflict together with a statement of facts that describe and explain such Financial Interest or conflict.

2. Reappointment. Upon receipt of the Interested Persons' disclosure of Financial Interest or other actual or potential conflict (or any other discovery of the same), the City Clerk shall report such Financial Interest or conflict to the respective head of the department or division and another employee, agent or contractor shall be assigned to the particular Medical Marihuana Application.

3. Violations.

(a) If the City Clerk or head of the respective department or division has reasonable cause to believe that an Interested Person has failed to disclose any actual or potential conflict of interest (including without limitation any Financial Interest) or has directly or indirectly solicited, accepted or retained a Benefit from any individual or entity operating or seeking to operate a medical marihuana facility in the City, the City Clerk or such department/division head shall inform the Interested Person of the basis for such belief and afford him/her an opportunity to explain the alleged failure to disclose or explain the improper Benefit.

(b) If, after hearing the response of the Interested Person and making such further investigation as may be warranted under the circumstances, the City Clerk or respective department/division head determines that the Interested Person has in fact failed to disclose an actual or potential conflict of interest or directly or indirectly solicited, accepted or retained a Benefit, the City Clerk or respective department/division head shall take appropriate disciplinary and corrective action, and may forward the matter to the appropriate law enforcement agency to investigate.

Approved by City of Pontiac:

\_\_\_\_\_  
Date

**CITY OF PONTIAC ("CITY")  
CONFLICT OF INTEREST DISCLOSURE STATEMENT/AFFIDAVIT  
FOR MEDICAL MARIHUANA FACILITY PERMIT APPLICATIONS**

Name: \_\_\_\_\_ (Interested Person)

1. As an Interested Person, please list any Related Entity (as defined in the City's Conflict of Interest Policy) that has or plans to submit an application to the City to operate a medical marihuana facility.

Entity	Percentage Interest	<u>Date</u> From	<u>(Yrs)</u> To	Person Involved (relationship)

2. As an Interested Person, please list any organization or entity (profit or nonprofit) that you or a Family Member (as defined in the City's Conflict of Interest Policy) or Related Entity currently (or plan to) serve as an employee, contractor, agent, manager, director, officer or similar position or receive or are entitled to any form of compensation, that has or plans to submit an application to the City to operate a medical marihuana facility.

Organization/Business	Position/Involvement	Person Involved (Relationship)

3. As an Interested Person, please list any other organization, entity, involvement, relationship, conditions or circumstances that place or may place you in a conflict or potential conflict regarding the review, inspection or approval of any medical marihuana facility permit application for the City, including without limitation any Financial Interest (as defined in the City's Conflict of Interest Policy).

Organization or Circumstance	Conflict or Potential Conflict

4. Neither myself nor any of my Family Members or Related Entities have solicited, accepted or retained any direct or indirect gift, gratuity, compensation, payment or other benefit from any individual or entity operating or seeking to operate a medical marihuana facility in the City.

Under penalties of perjury, I declare that: (i) I have completed this Disclosure Statement/Affidavit and that to the best of my knowledge and belief it is true, correct and complete; and (ii) I will update this Disclosure Statement/Affidavit within one (1) business day after any relevant circumstances change by notifying the City Clerk of such change.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_, Notary Public  
 \_\_\_\_\_ County, Michigan  
 My commission expires: \_\_\_\_\_