

GARLAND S. DOYLE, M.P.A.  
*Interim City Clerk*  
*FOIA Coordinator*

SHEILA GRANDISON  
*Deputy City Clerk*



OFFICE OF THE CITY CLERK  
47450 Woodward Avenue  
Pontiac, Michigan 48342  
Phone: (248) 758-3200  
Fax: (248) 758-3160

**NOTICE OF PONTIAC CITY COUNCIL MEETING**  
**April 21, 2020**  
**at 6:00 p.m.**

**THE MEETING WILL BE HELD ELECTRONICALLY**

The City Council of the City of Pontiac will hold a study session on April 21, 2020 at 6:00 p.m. This meeting will be held electronically pursuant to the Open Meetings Act and Governor Whitmer's Executive Order 2020-15. The agenda of the study session is attached Pursuant to Executive Order 2020-15, the Pontiac City Council gives notice of the following:

1. **Reason for Electronic Meeting.** The Pontiac City Council is meeting electronically because Executive Order 2020-15 requires that City Hall be closed to the public on the date of the meeting. Therefore, the public cannot be physically present and provide comment in City Hall.
2. **Procedures.** The public may view the meeting electronically through the following method.

[http://pontiac.mi.us/council/pontiac\\_tv/index.php](http://pontiac.mi.us/council/pontiac_tv/index.php)

3. **Public Comment.** For individuals who desire to make a public comment, please submit your name and comment in writing to [publiccomments@pontiac.mi.us](mailto:publiccomments@pontiac.mi.us) no later than 5:30 p.m. on April 21, 2020. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
4. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or [clerk@pontiac.mi.us](mailto:clerk@pontiac.mi.us) at least 24 hours in advance of the meeting.

Dated 4-17-2020, 3:00 p.m.

Garland S. Doyle, Interim City Clerk  
City of Pontiac  
47450 Woodward Ave.  
Pontiac, MI 48342  
Phone: (248) 758-3200

# PONTIAC CITY COUNCIL

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



Patrice Waterman, District 1  
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."*

Website: [http://pontiac.mi.us/council/meeting\\_agendas\\_and\\_minutes/index.php](http://pontiac.mi.us/council/meeting_agendas_and_minutes/index.php)

## STUDY SESSION

April 21, 2020

6:00 P.M.

148<sup>th</sup> Session of the 10<sup>th</sup> Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. April 14, 2020

Public Comment

Discussion

2. Status of John Balint's position in the Department of Public Works (DPW)

Agenda Items

City Clerk

3. Resolution to approve the job description of the Special Assistant to the City Clerk
4. Resolution to approve a budget amendment for fiscal year 2019/2020 to establish the following account in Medical Marihuana Applications Dept (255) account 101-255-727.000 office supplies; transfer \$2,500.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following account: 101-255-727.000 office supplies.
5. Resolution to approve a budget amendment for fiscal year 2019/2020 to transfer \$20,000.00 from Elections Dept (191) account 101-191-702.000 to the following accounts 101-191-727.000 office supplies \$1,000.00; City Clerk Dept (215) account 101-215-902.004 ordinances \$19,000.00.

City Council

6. Notice of the City Council District 2 Vacancy Letter of Interest and Resume due by April 28, 2020 (**This notice was published in the Oakland Press April 17, 2020 edition.**)

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

Office of the City Clerk 47450 Woodward Pontiac, Michigan 48342 Phone (248) 758-3200

Website: <http://pontiaccityclerk.com>

7. Communication to the Planning Commission inquiring on the status of the review of the Proposed Emergency Ordinance to amend Ordinance 2363. The amendment was sent to the Planning Commission for consideration on January 21, 2020 to include Medical Marihuana Facility Uses in Designated Overlay Districts. The amendment allows the licensing of: Medical Marihuana Grower uses outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts; and Medical Marihuana Processor outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.
8. Resolution to approve a budget amendment for fiscal year 2019/2020 that Seven Million (\$7,000,000.00.) Dollars be taken from the general fund (101) and allocated to the Phoenix Center (585-564-974.035) for parking structure repairs.

### **Planning**

9. Adoption of an Ordinance the "City of Pontiac Tax Exemption Ordinance for Glenwood Senior Apartments located at 191 N. Glenwood Avenue PIN 64-14-21-302-001 (Second Reading).. This is The Wallick Communities' request for a PILOT for Glenwood Senior Apartments.
10. Resolution to approve payment in lieu of taxes agreement for Wallick Communities, 191 N. Glenwood Ave., PIN 64-14-21-302-001.

### **Department of Public Works (DPW)**

11. Resolution to approve the Annual Michigan Department of Transportation (MDOT) Act 51 Map Report as prepared by Dan Ringo, Interim DPW Director, adding Vanguard Drive, which title was acquired by the City on July 25, 2019, that: (1.) the center line of said street is described as: **ROAD CENTERLINE DESCRIPTION – VANGUARD DRIVE (60FT R.O.W.)** Part of the South 1/2 of Section 19, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as: A 60-Foot R.O.W. who's centerline is described as commencing at the Southwest corner of said Section 19, said point being Remonumentation corner recorded in Liber 21052, on page 154, Oakland County Records; thence N00°13'31"W, 4.99 feet along the West line of Section 19 to a Property Controlling Corner, (previously recorded as the Southwest Corner of Section 19, T.3N., R.10E.), said point being the westerly extension of the south line of Vanguard Drive, variable width -public (as recorded in Liber 41530, Pages 389-391, Oakland County Records); thence continuing N00°13'31"W, 30.00 feet to a point on said West line of Section 19, said point being the centerline intersection of US-24 (Telegraph Road) and Vanguard Drive, said point also being the POINT OF BEGINNING; thence along the Centerline of Vanguard Drive S89°16'27"E, 2275.83 feet to the POINT OF ENDING. All bearings are in relation to the Replat No. 4 to Oakland County Condominium Subdivision Plan No. 1451, Exhibit "B" to the Master Deed of OP Condominium, Oakland County Records. (2.) Vanguard Drive is located in City of Pontiac right-of-way and is under the control of the City of Pontiac. (3.) Vanguard Drive is a public street and is for public street purposes. (4.) Vanguard Drive is accepted into the municipal street system and is open to the public for public street use on or before July 25, 2019.
12. Resolution to authorize the Mayor to sign the MDOT funding agreement for the CenterPoint Parkway Construction Project.

### **Communication from the Mayor**

13. DPW Report: On the Effect of Snow Ordinance Changes on DPW Budget and Operations.  
Prepared by Dan Ringo, Interim DPW Director.

### **Adjournment**

**#1**

**MINUTES**

April 14, 2020 Formal

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

**Call to order**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically on Tuesday, April 14, 2020 at 6:00 p.m. by Council President Kermit Williams.

**Invocation**

Deputy Mayor Jane Bais-DiSessa

**Pledge of Allegiance**

**Roll Call**

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

Members Absent: Carter and Miller.

Mayor Waterman was present.

Clerk announced a quorum.

**Excuse Council Members**

20-138            **Excuse Councilmembers Randy Carter and Gloria Miller for personal reasons.**

Moved by Councilperson Waterman and second by Councilperson Pietila.

Ayes: Pietila, Taylor-Burks, Waterman and Williams

No: None

**Motion Carried.**

Councilwoman Gloria Miller arrived at 6:05 p.m.

**Amendments to the Agenda**

20-139            **Motion to add an Emergency Resolution to immediately authorize Mayor to Deep Clean and Sanitize all City Buildings at a cost not to exceed \$15,000. (Agenda Ad-on item #8A)**

Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

**Motion Carried.**

20-140            **Motion to remove item #7 (Resolution to appoint Coleman Yoakum to fill District 2 Vacancy for term ending December 31, 2021 and no Election in August 2020) from the agenda.**

Moved by Councilperson Miller and second by Councilperson Pietila.

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

April 14, 2020 Formal

No: None

**Motion Carried.**

**Motion to add Resolution for Council not to make an appointment but add the vacancy to the August 4, 2020 Primary Election.** Moved by Councilperson Miller no second. Motion Failed.

**Approval of the Amended Agenda**

20-141 **Approve the agenda as amended.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Williams, Pietila, Taylor-Burks and Waterman

No: Miller

**Motion Carried.**

**Approval of the Minutes**

20-142 **Approve meeting minutes for April 7, 2020 as amended.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

**Motion Carried.**

Councilman Randy Carter arrived at 6:28 p.m.

**Discussion**

City of Pontiac COVID 19 Preparedness and Response Plan

**Resolutions**

**City Council**

20-143 **Resolution to open the appointment process to all residents of District 2 and the Council would select a District 2 resident to fill the vacancy.** Moved by Councilperson Carter and second by Councilperson Pietila.

**WHEREAS**, the recent death of Councilman George Williams, District 2 has created a vacancy that needs to be filled on the Pontiac City Council, and;

**WHEREAS**, section 3.118 of the Home Rule Charter of the City of Pontiac states “a vacancy on the Council may be filled by appointment of a registered elector of the district affected by a majority of Council members remaining. The appointee serves out the unexpired term or until a successor is elected. However, the term of a member may not be extended by resignation and subsequent appointment.”, and;

**WHEREAS**, the Council has chosen to make an appointment for the unexpired term ending on December 31, 2021; and,

April 14, 2020 Formal

**WHEREAS**, the Council is allowing any registered voter of District 2 who has resided in District 2 for at least a year before apply to fill the Council vacancy; and

**WHEREAS**, the Council has instructed the City Clerk publish the notice of the vacancy in the Oakland Press as well as on the City Clerk's website <http://pontiaccityclerk.com>, Facebook page and other venues to promote the vacancy. Also, the Clerk is instructed to ask the I.T. division to post the notice of the vacancy of the City's website <http://pontiac.mi.us>

**NOW, THEREFORE IT BE RESOLVED**, that the City Council approves the process for filling the City Council District 2 vacancy for the term ending December 31, 2021.

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

No: None

**Resolution Passed.**

20-144      **Suspend the rules to discuss Timeline for Council Vacancy District 2.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

**Motion Carried.**

#### **Department of Public Works**

20-145      **Resolution to authorize the Mayor to enter into an Agreement to extend Agreement with North Bay Drywall, Inc. Profit Sharing Plan & trust, for the period of time from April 1, 2020 through November 1, 2020, at a cost of \$9,810 per month, and further purchasing maintenance equipment that will be owned by the City and used to maintain the Phoenix Center at a cost not to exceed \$10,000; for a total cost not to exceed \$78,670.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Whereas, North Bay Drywall, Inc. Profit Sharing Plan & Trust, currently performs certain day-to-day maintenance on the Phoenix Center; and

Whereas, the City is obligated to perform these functions as part of the Settlement Agreement entered into between the City and Ottawa Tower II, LLC; and

Whereas, the agreement expires on April 1, 2020.

Now Therefore, Be It Resolved, That the City of Pontiac City Council approves the Mayor entering into an Agreement to extend that Agreement for the period of time from April 1, 2020, through November 1, 2020, at a cost of \$9,810 per month, and further purchasing maintenance equipment that will be owned by the City and used to maintain the Phoenix Center at a cost not to exceed \$10,000; for a total cost not to exceed \$78,670.

April 14, 2020 Formal

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

20-146      **Emergency Resolution to Immediately Authorize Mayor to Deep Clean and Sanitize All City Buildings at a cost not to exceed \$15,000.00. (Agenda Ad-on)** Moved by Councilperson Waterman and second by Councilperson Pietila.

Whereas, in an effort to mitigate the spread of COVID-19, Mayor Waterman has directed that all City facilities be deep cleaned, disinfected and sanitized; and

Whereas, in an effort to support the small business community, Administration has further directed to contract with the following qualified businesses: RNA RM, Elite Cleaning Team LLC, and Restoration 1 to provide cleaning, disinfecting and sanitation services; and

Whereas, the following City owned facilities will be professionally cleaned, disinfected, and sanitized: 50<sup>th</sup> District Court, Ruth Peterson Senior Center, Bowens Senior Center, Pontiac Youth Recreation and Enrichment Center (PYREC), and City Hall offices.

Now, Therefore Be It Resolved, that in an effort to mitigate the spread of the COVID-19, that the Mayor be immediately authorized to contract with RNA FM, Elite Cleaning Team and Restoration 1 in an amount not to exceed \$15,000 for the cleaning, sanitizing and disinfecting of the following City facilities: City Hall, 50<sup>th</sup> District Court, PYREC, and the Ruth Peterson and Bowens Senior Centers.

Ayes: Taylor-Burks, Waterman, Williams, Carter, Miller and Pietila  
No: None  
**Resolution Passed.**

**Special Presentations (Presentations are limited to 10 minutes.)**

COVID-19; Small Business Support & Referral Program & Individual Labor & Relief Programs  
Presentation Presenters: Matt Gibbs, Economic Development Counsel and Mayor Waterman.

IDS Phoenix Center Update

Presentation Presenters: Vince Deleonardis, CEO, AUCH, and Dave DiCiuccio, IDS

**Public Comment**

Three individuals submitted a public comment that was read by the City Clerk.

**Closing Comments**

Mayor Waterman, Interim City Clerk Doyle, Councilwoman Doris Taylor-Burks, Councilwoman Mary Pietila, Councilwoman Patrice Waterman, Councilwoman Gloria Miller, President Pro-Tem Randy Carter and President Kermit Williams made closing comments.



April 14, 2020 Formal

**Adjournment**

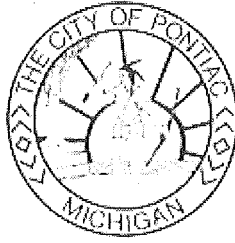
Council President Kermit Williams adjourned the meeting at 8:08 p.m.

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GARLAND S DOYLE  
INTERIM CITY CLERK

**#3**

**RESOLUTION**



**RESOLUTION TO APPROVE THE JOB DESCRIPTION OF THE SPECIAL ASSISTANT TO THE CITY CLERK**

**WHEREAS**, the Home Rule Charter of the City of Pontiac Section 3.120 Control of the City Payroll requires that the City Council approve the salary of all appointees and employees.

**NOW, THEREFORE IT BE RESOLVED**, that the City Council for the City of Pontiac approve the job description and salary of the Special Assistant to the City Clerk.

## Special Assistant to the City Clerk

FLSA: Administrative exemption

### Summary:

An incumbent in this position will support the City Clerk by assisting with the formulation of policies, establishing and maintaining necessary procedures, records and reports, coordination of Medical Marihuana application review process, special projects and perform additional duties as required.

### Supervision

*Supervision Received:* Works independently under the general supervision of the City Clerk.

*Supervision Given:* The position does not have any supervisory responsibilities.

### Job Environment

- The environment in City Hall is one of a typical business office environment, with electro-mechanical computer- and telecommunications-related equipment; exposure to noise from shredders, printers, copiers, telephones, and other computer-related equipment.
- Operates PC-based computer system and other office equipment.
- Errors could result in the damage to or loss of information resulting in financial or legal consequences to the City.

### Essential Functions

*The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment of the position:*

- Completes a broad variety of administrative tasks for the Clerk including: composing and preparing correspondence that is sometimes confidential.
- Researches, prioritizes, and follows up on incoming issues and concerns addressed to the Clerk including those of a sensitive or confidential nature. Determines appropriate course of action, referral, or response.
- Prioritizes conflicting needs; handles matters expeditiously, proactively, and follows-through on projects to successful completion, often with deadline pressures.
- Special projects as assigned by the Clerk.
- Prepare spreadsheets, financial and other reports.
- Make suggestions and recommendations for improvements in methods and procedures.
- Analyze statistical data, report and other information.

*Perform the following duties as it relates to the Medical Marihuana Application review process:*

- Review proof of ownership of the entire premises where in the Medical Marihuana facility is to operated; or written consent from the property owner for the use of the premises and a manner requiring licensure under this ordinance along with a copy of the lease for the premises.
- Review LARA application documents

- Review proof of an adequate premises liability and casualty insurance policy in the amount not exceeding the requirements addressed in the Medical Marijuana Facilities Licensing Act or applicable State Laws
- Review affidavit that the transfer of Marijuana to and from the Medical Marijuana facilities shall be in compliance with the MMMA and the Medical Facilities Licensing Act or other applicable State Laws
- Review application in its entirety and certify all required materials have been presented and approved by various departments of the City Section 8©(23) no default to the City Review for 50<sup>th</sup> District court
- Prepare applications for appeals with hearing officer and/or commission
- Prepare permits or denial letters
- Perform other duties as assigned

### **Recommended Minimal Qualifications**

*Education, Training, and Experience:* Bachelor's degree in accounting, business administration, finance, or public administration and at least one year of experience. In lieu of a bachelor's degree, the Special Assistant to the Clerk shall have an associate's degree in accounting, business administration, finance, or public administration and at least three years of experience

### **Knowledge, Ability, and Skill:**

#### *Knowledge:*

- Knowledge of BS & A software; accounting software; inventory software; spreadsheet and word processing software.

#### *Ability:*

- Ability to understand, speak, and write in the English language.
- Ability to read and interpret documents and write routine reports and correspondence.
- Ability to read and understand contract language.
- Ability to speak effectively before a group of persons.
- Ability to perform multiple tasks accurately and efficiently under time constraints.
- Ability to work both independently and cooperatively.
- Ability exercise professional judgement and maintain confidentiality when necessary.
- Ability to review several diverse reference sources and select and synthesize data for reports and other forms of correspondence.
- Ability to apply instructions and guidelines in the disposition of problems.
- Ability to make decisions and take necessary actions.
- Ability to maintain composure during stressful situations.
- Ability to efficiently handle multiple tasks requiring a high degree of attention to detail.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Ability to effectively present information and respond to questions from clients, customers, and the general public.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.

- Ability to apply concepts such as fractions, percentages, and ratios, as well as, proportions to practical situations.
- Ability to interpret a variety of instructions furnished in written, oral diagram, or scheduled form.

*Skills:*

- Computer skills that encompass effective use of word processing, spreadsheet, email, and Internet browser software.
- Mathematical skills that encompass concepts such as probability and statistical reference.

**Physical Requirements**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimal physical effort required to perform work under typical office conditions. While performing the duties of this job, the employee is regularly required to sit and stand; use hands to finger, handle, and feel, as well as talk and hear. Must be able to regularly lift and or move items up to ten pounds, occasionally lift items up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

*This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

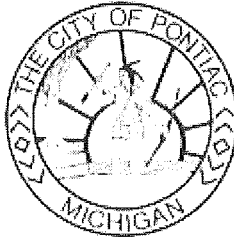
**Salary**

Up to \$45,000 annually

**#4**

**RESOLUTION**

## Resolution of the Pontiac City Council



Whereas, the City of Pontiac timely approved the FY 2019-2020 budget on June 25, 2019; and

Whereas, the adopted FY 2019-2020 General Fund (101) includes Medical Marihuana Applications Dept (255); and

Whereas, the City of Pontiac received its first medical marihuana application on August 8, 2019; and

Whereas, the 21 day application period for provisioning centers was January 6-27, 2020. The City received 103 provisioning center applications. As of March 6, 2020, the City has received a total of 108 medical marihuana applications including 3 grower, 1 processor and 1 secure transporter applications; and

Whereas, budget amendments to the Medical Marihuana Applications Dept (255) are necessary to begin the medical marihuana application review process; and

Whereas, the City Clerk is requesting that Finance establish the following account in Dept (255) account 101-255-727.000 office supplies; and

Whereas, the City Clerk is requesting to transfer \$2,500.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following account: 101-255-727.000 office supplies; and

Whereas, section 5.106 of the Charter states "after adoption of the appropriations ordinance, and upon at least one week's notice in a newspaper of general circulation in the City, the Council by a resolution of five members, may amend such ordinance to authorize the transfer of an unused balance appropriated for one purpose to another purpose, or to appropriate available revenues not previously appropriated."; and

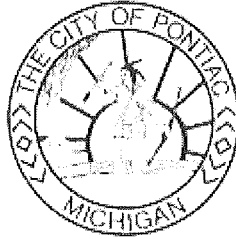
Now therefore, be it resolved that the City Council hereby approves a budget amendment for fiscal year 2019-2020 to establish the following account in Dept (255) account 101-255-727.000 office supplies; transfer \$2,500.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following account: 101-255-727.000 office supplies.



**#5**

**RESOLUTION**

## Resolution of the Pontiac City Council



Whereas, the City of Pontiac timely approved the FY 2019-2020 budget on June 25, 2019; and

Whereas, the adopted FY 2019-2020 General Fund (101) Elections Dept (191) budget includes an appropriation for salaries and wages account 101-191-702.000; and

Whereas, the City Clerk is requesting to transfer \$20,000.00 from account 101-191-702.000 to the following accounts 101-191-727.000 office supplies \$1,000.00; City Clerk Dept (215) account 101-215-902.004 ordinances \$19,000.00; and

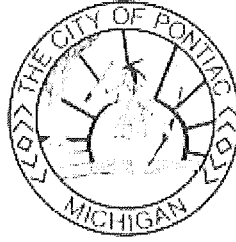
Whereas, these transfers are necessary to pay invoices and ensure that the City is in compliance with the Charter by publishing ordinances; and

Whereas, section 5.106 of the Charter states "after adoption of the appropriations ordinance, and upon at least one week's notice in a newspaper of general circulation in the City, the Council by a resolution of five members, may amend such ordinance to authorize the transfer of an unused balance appropriated for one purpose to another purpose, or to appropriate available revenues not previously appropriated."; and

Now therefore, be it resolved that the City Council hereby approves a budget amendment for fiscal year 2019-2020 to transfer \$20,000.00 from account 101-191-702.000 to the following accounts 101-191-727.000 office supplies \$1,000.00; City Clerk Dept (215) account 101-215-902.004 ordinances \$19,000.00.

**#6**

**COMMUNICATION**



## **City of Pontiac City Council District 2 Vacancy**

The Pontiac City Council is seeking to fill a vacancy on the City Council for District 2 for the term ending December 31, 2021.

### **1. Who can apply?**

Any registered voter who has resided in District 2 for a least the past year.

### **2. How can interested District 2 residents apply?**

All candidates need to submit a letter of interest and resume to the Office of the City Clerk.

**Please submit them by mail or email to:**

**Garland S. Doyle, M.P.A.**

**Interim City Clerk**

**City of Pontiac**

**47450 Woodward**

**Pontiac, MI 48342**

**Email: [clerk@pontiac.mi.us](mailto:clerk@pontiac.mi.us)**

**3. When is the deadline to submit your letter of interest and resume?**

All documents must be submitted by **April 28, 2020**

If you are submitting your letter of interest and resume by mail, it must be postmark no later than April 28, 2020.

If you are submitting your letter of interest and resume by email, the email must be received no later than 4:30 p.m. on April 28, 2020.

**4. When will interviews be conducted?**

All interviews will be conducted on May 5, 2020.

**#7**

**COMMUNICATION**

CITY OF PONTIAC  
ORDINANCE NO 2363

AN ORDINANCE TO AMEND ORDINANCE 2363 TO INCLUDE MEDICAL MARIHUANA FACILITY USES IN DESIGNATED OVERLAY DISTRICTS TO INCLUDE:

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

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

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

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

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

THE CITY OF PONTIAC ORDAINS:

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

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

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

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

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

\* Special Exception Permit Uses outside the Medical Marijuana Overlay Districts

o Principal Permitted Uses in the Medical Marijuana Overlay Districts



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

#### Section 2.544 - Medical Marihuana Grower Facilities

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

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

#### A. General Provisions

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

#### B. Security

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

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

**C. Space Separation**

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

**D. Nuisance Prohibited**

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

**E. Licensing**

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

**F. Disposal of Waste**

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

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

G. Signage

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

H. Co-Location

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

I. Building Design

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

## Section 2.545 - Medical Marihuana Processor

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

### A. General Provisions

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

### B. Security

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

C. Space Separation

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

D. Nuisance Prohibited

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

E. Licensing

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

F. Disposal of Waste

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

G. Signage

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

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

**H. Co-Location**

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

**I. Building Design**

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

## Section 2.546 - Medical Marihuana Provisioning Center

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

### A. General Provisions

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

### B. Security

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

### C. Space Separation

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

D. Nuisance Prohibited

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

E. Drive-Through

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

F. Licensing

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

G. Disposal of Waste

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

H. Signage

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



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

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

I. Co-Location

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

## Section 2.547 - Medical Marihuana Safety Compliance Facility

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

### A. General Provisions

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

### B. Security

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

### C. Space Separation

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

D. Nuisance Prohibited

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

E. Licensing

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

F. Disposal of Waste

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

G. Signage

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

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

H. Building Design

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

## Section 2.548 - Medical Marihuana Secure Transporter.

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

### A. General Provisions

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

### B. Secure Storage

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

### C. Sanitation

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

D. Disposal of Waste

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

E. Transport Driver

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

F. Signage

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

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

G. Licensing

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

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

#### Section 3.1101 – Intent

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

#### Section 3.1102 - Medical Marihuana Overlay District Uses

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

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

#### Section 3.1103 - Medical Marihuana Overlay District Permitted Accessory Uses

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

#### Section 3.1104 - Medical Marihuana Uses Requiring Site Plan Review

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

#### Section 3.1105 – Licensing

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



### Section 3.1106 - Medical Marijuana Uses Requiring Planning Commission Special Exception Permit

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

### Section 3.1107 - Standards for Special Exemption Approval

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

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

### Section 3.1108 - MMOD Location Description

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

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

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

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

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

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

C. OVERLAY #3: All properties within C-2 Downtown zoned district.

- a. Not more than five (5) licenses to operate a Provisioning Center shall be awarded in this Overlay District #3.

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

#### Section 3.1109 - Permitted Uses In Commercial Districts (Non-Overlay)

In addition to MMOD Locations as described in Section 3.1108, all medical marijuana uses, ~~excluding Medical Marijuana Grower and Processor~~, are permitted in C-1, C-3, C-4, M-1 and M-2 districts ~~excluding Grower and Processor~~ which are permitted in M1 and M2 subject to all requirements under this Chapter 11, including but not limited to

Section 3.11010 - Buffer Distance Restrictions. There shall be no more than five (5) Medical Marijuana Provisioning Centers allowed in all of C-1, C-3, C-4, zoning districts combined, and shall be awarded based on the highest scoring applications received for those proposed qualifying locations that are not in one of the three Overlay Districts described in Section 3.1108 above.

#### Section 3.11010 - Buffer Distance Restrictions

A. The proximity of the proposed medical marijuana facility shall not be less than:

1. 1,000 feet from an operational public or private school;
  2. 500 feet from an operational commercial childcare organization (non-home occupation) that is licensed and registered with the State of Michigan Department of Health and Human Services or its successor agency;
  3. 500 feet from a public park with playground equipment;
  4. 500 feet from a religious institution that is defined as tax exempted by the Oakland County Assessor;
- and
5. Applicable only for properties located in a C-1, C-3, and C-4, M1 and M2 zoned properties located outside the Medical Marijuana Overlay Districts:

i. 250 feet from a residential-zoned property. Notwithstanding anything contained within Section 3.1107. B to the contrary, such distance between a residentially-zoned property and the contemplated location shall be measured at right angles.

B. Such distance between the school, childcare center, public park, or religious institution, and the contemplated location shall be measured along the centerline of the street or streets of address between two fixed points on the

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

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

#### Section 3.11011 - Co-Location

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

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

- A. Building and design improvements must comply with the underlying zoning requirements of Article 2, Chapter 4 Private Frontage Design Standards and the Specific Uses Development Standards outlined in Article 2, Chapter 5 of this Zoning Ordinance.
- B. If the provisions of the MMOD are silent on building and design requirements, the requirements of the underlying district shall apply.
- C. If the building and design requirements of the MMOD conflict with the requirements of the underlying district, then the building and design requirements of the MMOD shall supersede the underlying district regulations.
- D. Odor shall be managed through the installation of activated carbon filters on exhaust outlets to the building exterior from any rooms used for the production, processing, testing, selling, research and warehousing. Negative air pressure shall be maintained within the rooms.

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

#### Section 3.1113- Review Authority and Establishment

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

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

#### Section 7.202 Commercial, Office, and Service Uses

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

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

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

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

#### Section 7.203 - Industrial Uses

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

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

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

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

- a. Class A Grower means a Grower license to grow not more than 500 marihuana plants.
- b. Class B Grower means a Grower license to grow not more than 1,000 marihuana plants.
- c. Class C Grower means a Grower license to grow not more than 1,500 marihuana plants.

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

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

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

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

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

#### Article 7 - Definitions | Chapter 3

##### Section 7.301-General Definitions

A. Medical Marihuana Facility means a location at which a Grower, Processor, Provisioning Center, Secure Transporter, or Safety Compliance Facility is licensed to operate under the MMFLA.

B. MMLFA means the Medical Marihuana Facilities Licensing Act, Act No. 281 of the Public Acts of 2016, being Sections 333.27101 to 333.27801 of the Michigan Compiled Laws.

C. MMMA means the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, being Sections 333.26421 to 333.26430 of the Michigan Compiled Laws.

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

ADOPTED, APPROVED AND PASSED by the City Council of the City of Pontiac this \_\_\_\_9<sup>th</sup> day of \_\_\_\_April, 2019.

The City Clerk shall publish this Emergency Ordinance in a newspaper of general circulation. The Emergency Ordinance is effective after publication. Garland S. Doyle, Interim City Clerk

I hereby certify that the foregoing is a true copy of the Emergency Ordinance as passed by the City Council of the City of Pontiac at a regular Council Meeting held in the City Council Chambers in said City on the 9<sup>th</sup> day of April, 2019.

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

I further certify that the foregoing was published in the Oakland Press, a newspaper of general circulation in the City of Pontiac, on \_\_\_\_\_ the 15<sup>th</sup> day of April, 2019.

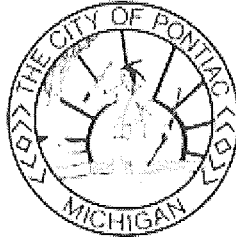
\_\_\_\_\_  
Garland S. Doyle, Interim City Clerk

**#8**

**RESOLUTION**



## Pontiac City Council Resolution



**WHEREAS,** the Emergency Manager seeking to cut costs, sought to demolish the Phoenix Center which triggered a lawsuit with Ottawa Towers; and,

**WHEREAS,** the city's Legal Department, after several unsuccessful appeals, advised the Pontiac City Council to enter into a settlement agreement with Ottawa Towers; and,

**WHEREAS,** the City of Pontiac entered into a settlement agreement with Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust on November 1, 2018; and,

**WHEREAS,** the parties participated in mediation and agreed upon the material terms of the settlement of their disputes; and,

**WHEREAS,** in consideration of the immediate discharge of all liens and encumbrances on the Phoenix Center, the City was required to pay Three Million Five Hundred Thousand (**\$3,500,000.00**) Dollars upon execution of all settlement documents in addition to Three Hundred and Fifty Thousand (**\$350,000.00**) Dollars in full and final reimbursement for all attorney fees and costs; and,

**WHEREAS,** the section entitled Maintenance, Repair and Improvements to the Phoenix Center and Tunnel, more specifically, section 6.2 of the settlement agreement, requires that in addition to the payments set forth in the Agreement, the City shall pay up to Six Million (**\$6,000,000.00**) Dollars over a ten (10) year period beginning as of the Effective Date of the Agreement for the maintenance and capital repair of and improvements to 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).

**NOW, THEREFORE BE IT RESOLVED,** that the Pontiac City Council desires to comply with the settlement agreement and to restore the Phoenix Center to working order.

**BE IT FURTHER RESOLVED,** that the Pontiac City Council in satisfaction of the Settlement Agreement as well as being good stewards and overseers of the funds of the city; hereby requests a budget amendment and that Seven Million (**\$7,000,000.00**) Dollars be taken from the general fund (**101**) and allocated to the Phoenix Center (**585-564-974.035**) for parking structure repairs.

**#9**

**ORDINANCE**

CITY OF PONTIAC

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

TAX EXEMPTION ORDINANCE FOR GLENWOOD SENIOR APARTMENTS

ADOPTED: \_\_\_\_\_

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act").

THE CITY OF PONTIAC ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Pontiac Tax Exemption Ordinance for Glenwood Senior Apartments."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Pontiac is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Pontiac will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Pontiac acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a 106-unit housing project identified as Glenwood Senior Apartments on certain property located at 191 N Glenwood Avenue, parcel identification number 64-14-14-21-302-001, in the City of Pontiac to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions. All terms in this Ordinance shall be defined as set forth in the Act, except as follows:

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
- C. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- D. Low Income Persons and Families means persons and families eligible to move into a housing project.
- E. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- F. Sponsor means Wallick Communities, Pontiac Housing Commission and any entity that receives or assumes a Mortgage Loan.
- G. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

#### SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that Glenwood Senior Apartments is of this class.

#### SECTION 5. Establishment of Annual Service Charge.

The housing project identified as Glenwood Senior Apartments and the property on which it will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City of Pontiac acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 4% of the Annual Shelter Rents actually collected by the housing project during each operating year.

SECTION 6.        Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Pontiac and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7.        Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8.        Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before June 30<sup>th</sup> of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9.        Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the LIHTC Program, but not to exceed 30 years commencing upon the final unit being placed in service for LIHTC purposes.

SECTION 10.       Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11.       Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 12. Effective Date

This Ordinance shall become effective on \_\_\_\_\_, as provided in the City of Pontiac Charter.

\_\_\_\_\_  
, Mayor

\_\_\_\_\_  
, Clerk

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

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

Date published as enacted: \_\_\_\_\_

Effective date: \_\_\_\_\_

**#10**

**RESOLUTION**



CITY OF PONTIAC  
Department of Building Safety & Planning  
PLANNING DIVISION  
47450 Woodward Ave | PONTIAC, MICHIGAN 48342  
TELEPHONE: 248.758.2800

*Mayor Deirdre Waterman*

TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL

FROM: MATT GIBB, ECONOMIC DEVELOPMENT/LEGAL COUNSEL  
VERN GUSTAFSSON, PLANNING MANAGER  
THROUGH THE OFFICE OF DEPUTY MAYOR, JANE BAIS-DISESSA

SUBJECT: ADOPTION OF AN ORDINANCE "CITY OF PONTIAC TAX EXEMPTION ORDINANCE FOR  
GLENWOOD SENIOR APARTMENTS" [SECOND READING]  
& APPROVE PAYMENT IN LIEU OF TAXES AGREEMENT  
WALLICK COMMUNITIES  
191 N. GLENWOOD AVENUE | PIN 64-14-21-302-001

DATE: APRIL 16, 2020

On March 31, 2020, the Glenwood Senior Apartment Payment in Lieu of Taxes [PILOT] Ordinance was introduced and we suggested the Pontiac City Council adopt the City of Pontiac Tax Exemption Ordinance for Glenwood Senior Apartments [Second Reading] contingent upon MSHDA award of the LIHTC housing credits for the Glenwood Senior Apartment project.

In addition, we recommend the Pontiac City Council approve the Payment in Lieu of Taxes Agreement that is part of this project. Monique Sharpe, Legislative Counsel was consulted and the final Agreement does include suggested modifications. The final Agreement is attached for your review and consideration. As you know, the Agreement is crucial to the success of the PILOT Ordinance, we suggest City Council adopt the following resolution.

Resolution for the Approval of the Payment in Lieu of Taxes Agreement between the Glenwood Senior Apartments and the City of Pontiac.

*Whereas*, the Pontiac City Council adopted a Payment in Lieu of Taxes Ordinance, effective \_\_\_\_\_, that exempts the Glenwood Senior Apartments from property taxes in lieu of services charge, commonly referred to as Payment in Lieu of Taxes [PILOT]; and

*Whereas*, The City and the Glenwood Senior Apartments have entered into a Payment in Lieu of Taxes Agreement, and

*Now therefore be it resolved that*, the Pontiac City Council approves the Payment in Lieu of Taxes Agreement between the Glenwood Senior Apartments and the City of Pontiac.

*Be it further resolved that the Pontiac City Council authorize the Mayor to execute the Agreement on the behalf of the City.*





CITY OF PONTIAC  
GLENWOOD SENIOR APARTMENTS  
PILOT & AGREEMENT  
JUSTIFICATION AND SUPPORT

*Mayor Deirdre Waterman*

Impact of Development. The McCarroll School is unlikely to be privately developed. As such, this partnership with the Pontiac Housing Commission and MSHDA is an excellent, and highest and best use of the property. The City has experienced significant growth in its senior population and several senior housing facilities have significant waiting lists

- From 2010-2019 the City's 55+ population has grown by 4,000 residents.
- The 55+ population is projected to grow by 1,600 more residents by 2024.
- The market area currently has 5,500 units, and an occupancy rate of 98%.

There is a need for market and tax credit supported housing, and a fast-growing senior population. This project helps meet that need.

Comprehensive PILOT Agreement. The proposed Payment in Lieu of Taxes Agreement is intended and does combine past agreements into a single document. In the past the City has used Development Agreements and Municipal Services Agreements, which often became separately monitored and enforced.

- This Agreement sets the terms of payment, payment due date, default, penalty and remedies.
- The Agreement requires the developer to use best efforts to contract with Pontiac based construction firms, and Pontiac residents for operational staff. These efforts must be reported.
- The Agreement allows the City to inspect the property at any time and requires the developer to maintain proper management, prompt repair of code violations, and report annually on vacancy and retention, security incidents, and improvements.
- Importantly, the Agreement provides a process through which the City can compel the developer to correct ongoing violations, management issues, or security or public service problems. The process calls for an immediate mediation and if unresolved City Council hearing where the agreement may be modified or terminated.

Financial Impact. The McCarroll School property is currently producing negligible benefit to the City. Upon development and occupancy, the Glenwood Senior Apartments would produce the following financial impact;

- Based on estimated rental rates, the project shall pay an annual fee to the City in the estimated amount of \$30,161.
- If the project was a market rate, privately financed development the City would receive an additional estimated tax payment of \$54,000.
- The tax impact is outlined on the attached worksheet.

The Ordinance and Payment in Lieu of Taxes Agreement has been reviewed and approved by the City Attorney, Finance and Planning and is now recommended to City Council for Approval.

City of Pontiac  
PILOT Calculation  
Glenwood Senior Apartments

	School		Total
	New Construction	Building	
Annual Rent	\$ 377,276	\$ 495,480	\$ 867,756
Less: Vacancy @7%	\$ (26,059)	\$ (34,684)	\$ (60,743)
Net Rent	\$ 351,217	\$ 460,796	\$ 807,013
Reductions:			
Owner paid electric/gas	\$ (12,500)	\$ (14,000)	\$ (26,500)
Owner Paid water/Sewer	\$ (12,500)	\$ (14,000)	\$ (26,500)
	\$ (25,000)	\$ (28,000)	\$ (53,000)
Net Rents	\$ 326,217	\$ 432,796	\$ 754,013
PILOT @4%	\$ 12,849	\$ 17,312	\$ 30,161
Estimated Assessed Value for 2021 reduced rent from Oakland County	\$ 1,500,000		
Non homestead tax rate in 2019 56.1524	\$ 56,1524	\$ 84,229	
Tax Revenue Loss Per Year		\$ (54,068)	

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AGREEMENT FOR PAYMENT IN LIEU OF TAXES

between

WALLICK-HENDY DEVELOPMENT COMPANY, LLC

and

The City of Pontiac

Dated \_\_\_\_\_, 2020

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## AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between WALLICK-HENDY DEVELOPMENT COMPANY, LLC, an Ohio limited liability company (Developer), and the CITY OF PONTIAC, a municipal corporation (City). (Developer and the City are collectively referred to in this Agreement as the Parties and are individually referred to as a Party.)

WHEREAS, the Developer is the developer for a to be formed limited dividend housing association limited partnership formed in Michigan to own the Project and is typically eligible to be exempt from paying applicable property taxes;

WHEREAS, the Developer, upon being issued all applicable land use entitlements from the City, proposes to develop the real property located at 191 N. Glenwood Avenue (Parcel Number: 64-14-21-302-001 (Property)), and plans to build 106 apartment units at the former McCarroll School, with associated site improvements (Project), as shown on the plans attached hereto as Exhibit A;

WHEREAS, it is the intention of the Parties that the Developer make annual payments to the City for the term of this Agreement, in lieu of payment of real property taxes on the Property when the Project is completed, that would have otherwise been received by the City and placed into the City's General Fund, but for the Developer's exemption from payment of real property taxes (Exemption);

WHEREAS, because both the Developer and the City believe it is in their mutual best interests to enter into this Agreement establishing and stabilizing the payments that will be made in lieu of the Exemption for the term of this Agreement to compensate the City for General Fund revenue losses resulting from the Exemption;

WHEREAS, the payments made hereunder in lieu of the Exemption over the life of this Agreement are the real property tax payments payable to the City that would otherwise be required based upon the full and fair cash valuation of the Property with the Project completed;

WHEREAS, in consideration of the recitations set forth above, the City has been authorized by its City Council to enter into this Agreement with the Developer, by adoption of an Ordinance entitled "City of Pontiac Tax Exemption Ordinance for Glenwood Senior Apartments" pursuant to the authority granted under the State Housing Authority Act of 1966 (1966PA346, as amended, MCL125.1401 et seq); and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments set forth herein and other good and valuable consideration, the parties agree as follows:

1) PILOT Term. The term of this Agreement shall continue in accordance with the City of Pontiac Ordinance for Glenwood Senior Apartments, a copy of which is attached hereto as

Exhibit A. Notwithstanding anything contrary in this Agreement, If Developer does not purchase the Property on or before December 31, 2023, then this Agreement shall be automatically terminated.

2) Payment in Lieu of Property Taxes.

a) During the PILOT Term, the Developer agrees to pay to the City and the City agrees to accept from Developer, annual payments calculated in the following manner;

4% of the Annual Shelter Rents actually collected by the Project during each operating year. Annual Shelter Rents mean the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities. Utilities mean charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the Project.

Annual payments are in lieu of real property taxes that would otherwise be payable to the City from real property taxes that would have been attributable to the Property with the completed Project but for the Exemption (the Payments in Lieu of Taxes). Annual Payments in Lieu of Taxes shall be made in advance of the beginning of the City's fiscal year for which the payment applies. In accordance with the City of Pontiac Ordinance for Glenwood Senior Apartments, each Payment In Lieu of Taxes to be paid by the Developer to the City hereunder will be payable to the City on June 30 of each respective year for the previous fiscal year during the Term of this Agreement (the Due Date). In addition, if the Developer fails to make the payment by the applicable Due Date, then a penalty of ten percent of the amount due plus interest at the annual rate of seven percent per annum shall accrue daily on the amount due (excluding any penalties) until the payment (plus penalties and interest) has been paid in full, such penalty assessed and charged without further notice.

b) In the initial year of this Agreement, the Payment in Lieu of Taxes amount shall be pro-rated based on the remaining term of the first year of this Agreement compared with the beginning of the following City fiscal year. The initial pro-rated Payment in Lieu of Tax payment will be due on June 30 of the year following the partial initial year. If the Developer fails to make the payment by the applicable Due Date, then a penalty of ten percent of the amount due plus interest at the annual rate of seven percent per annum shall accrue daily on the amount due (excluding any penalties) until the payment (plus penalties and interest) has been paid in full, such penalty assessed and charged without further notice.

c) The City agrees, during the term of this Agreement, this Agreement will exclusively govern the payments of all real and applicable personal property taxes the Developer would have been obligated to make but for the Exemption; provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the City for services provided by the City to the Project, including, but not limited to, water, solid waste and wastewater services, if any. The City agrees the City will not assess any real property taxes to the Developer regarding the Project or the Property other than the Payments In Lieu of Taxes described in this Agreement. If the Developer at any time is required to pay real property

taxes, then the Payment in Lieu of Taxes shall be reduced by the amount of those real property taxes received by the City.

d) Unless otherwise provided for specifically herein, this Agreement shall not be deemed to waive, preempt or make unnecessary any applicable municipal or governmental processes. This includes, but is not limited to zoning, variances, brownfield and economic incentives, assessments or fees and that Owners and/or Users are required to submit and participate for any appropriate process as provided in the City's ordinances, City Charter, including any applicable City Commission(s) and City Council matters and processes.

3) Developer Conditions and Obligations. As express conditions precedent to this Agreement, and as ongoing obligations, the Developer agrees to the following during the term of this Agreement:

- a) *Contracted Trades.* For all construction activity on the site, during construction and as part of the Project's perpetual maintenance, Developer shall use its best efforts to contract, hire and utilize contractors and sub-contractors having their principal place of business in Pontiac or individual trade laborers residing in the City.
- b) *Workforce Development.* Developer shall use its best efforts to hire Pontiac residents for work and positions within the operations of the Project, both during construction and after.

For conditions 3(a) and 3(b), Developer shall submit a report annually showing the sources of job postings, the number of Pontiac residents interviewed, and at least one local job services center or resource used to assist in screening for hire Pontiac residents. The report shall also include the total number of employees at the Project, and the total number of Pontiac residents employed.

- c) *Security Plan.* Developer's Security Plan includes security cameras throughout the Project, secured property entries, professionally designed exterior site lighting and relationship building with local law enforcement. Developer shall be responsible for and provide ongoing maintenance and support for all security equipment and confirm the then working condition and training of management on its use in the annual reporting described in 3(e)(iii), below.
- d) *Affordability.* Developer shall rent the units of the Project to Low Income Persons and Families in accordance with and as required by Section 42 of the Code, for so long as required by Section 42 of the Code.
- e) *Management and Maintenance.* Day to Day management and maintenance of the Project is of significant importance and condition to the ongoing authority of this Agreement and the exemption granted herein. As such;

- (i) The Developer shall provide the City and the Building Official with the name and address of the Management Company and the name and direct contact information (phone and email) of the Management Company's

primary Manager. This information shall be updated at all times and notice of any changes provided to the City within thirty (30) days of any change.

(ii) The City may inspect the Project annually for ordinance, code or other lawful purposes. The Developer shall promptly repair or correct any noticed violations as directed by the City's Building Official. In the event the Project receives three or more noticed violations for the same issue, this Agreement and the exemptions granted herein shall be subject to review as set forth in Sections 4 and 5 below.

(iii) The Developer shall provide an annual report to the City setting forth, at a minimum:

1. Vacancy data and rate of retention and re-leasing;
2. Security incidents, including number of law enforcement call/reports;
3. Any improvements greater than \$10,000 to the Project, whether by permit or otherwise, that occur from and after the date of the Certificate of Occupancy or when all unit has been offered for lease, whichever is sooner.
4. A report showing that all security equipment and measures are in working order and that Management has been trained on their operation and use.

4) Notice of Non-Compliance. If either Party determines there is noncompliance with this Agreement, said Party must provide the other Party written notice of such noncompliance, which shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so the other Party may address the issues raised in the notice of noncompliance or failure on a point-by-point basis.

5) Response to Notice of Noncompliance. Within thirty (30) days of receipt of the notice of noncompliance, the Party receiving such notice shall respond in writing to the issue raised in the notice of noncompliance on a point-by-point basis. If the noticing Party agrees with and accepts the other Party's response, no further action shall be required. If the noticing Party does not agree with the response, then it shall provide to the other Party written notice of the commencement of the Meet and Confer/Mediation Process within thirty (30) days of the receipt of the response.

a) Meet and Confer/Mediation Process. Within thirty days (30) days of receipt of a meet and confer notice, the Parties shall initiate a Meet and Confer/Mediation Process pursuant to which the Parties shall meet and confer in good faith in order to determine a resolution acceptable to both Parties of the bases upon which either Party has determined that the other Party has not demonstrated good faith substantial compliance with the material terms of this Agreement.

- b) Hearing Before City Council to Determine Compliance. If after the Meet and Confer/Mediation Process, there still remain outstanding noncompliance issues, the City Council shall conduct a noticed public hearing pursuant to determine the good faith substantial compliance by Developer with the material terms of this Agreement. At least ten (10) days prior to such hearing, the Building Official shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of the City Council agenda report, agenda related materials and other information regarding Developer's good faith substantial compliance with the material terms of this Agreement and the conclusions supporting a finding of non-compliance. The results and recommendations of the Meet and Confer/Mediation Process shall be presented to the City Council for review and consideration. At such hearing, Developer and any other interested Person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the staff report on, or with respect or germane to, the issue of Developer's good faith substantial compliance with the material terms of this Agreement.

If, after receipt of any written or oral response of Developer, and/or results and recommendations from the Meet and Confer/Mediation Process that may have occurred, and after considering all of the evidence at such public hearing, or a further public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not substantially complied in good faith with the material terms of this Agreement, the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance that shall reasonably reflect the time necessary to adequately bring Developer's performance into good faith substantial compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, and the time for performance is not extended, the City Council may by subsequent noticed hearing terminate or modify this Agreement.

- c) Remedies. Upon the occurrence of an Event of Default, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (a) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (b) bring any action at law or in equity as may be permitted by Laws or this Agreement. Notwithstanding the foregoing, however, neither Party shall ever be liable to the other Party for any consequential or punitive damages on account of the occurrence of an Event of Default (including claims for lost profits, loss of opportunity, lost revenues, or similar consequential damage claims), and the Parties hereby waive and relinquish any claims for punitive damages on account of an Event of Default, which waiver and relinquishment the Parties acknowledge has been made after full and complete disclosure and advice regarding the consequences of such waiver and relinquishment by counsel to each Party.

In the event the City requires court action to enforce the above terms, the prevailing party shall be entitled recovery of all costs and fees incurred, at the discretion of the Court.



6) Successors and Assigns; Recording. This Agreement will be binding upon, and shall be assigned to, the successors and assigns of the Developer and its related party affiliates; provided, that such successor or assign is an eligible counterparty to this Agreement and the obligations created hereunder will run with the Property and the Project. If Developer sells, transfers, leases or assigns the Property all or substantially all its interest in the Project, then this Agreement will, thereafter, be assigned to and shall be binding on the purchaser, transferee or assignee; provided, that such party is an eligible counterparty to this Agreement.

7) Statement of Good Faith. The Parties agree the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent such value is determinable as of the date of this Agreement. Each Party was represented by counsel in negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge this Agreement is fair and mutually beneficial to them because it fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The City acknowledges this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

8) Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.

9) Invalidity. If, for any reason, it is ever determined by the state of Michigan, or by any other court of competent jurisdiction, that any material provision of this Agreement is unlawful, invalid or unenforceable, then the Parties shall (i) undertake best efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable, and (ii) if such efforts are unsuccessful, undertake reasonable efforts, including without limitation, seeking all necessary approvals, to replicate the benefits and burdens of this Agreement in the form of an amended agreement.

10) Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via nationally recognized overnight courier delivery service. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Developer:

Wallick-Hendy Development Company, LLC  
c/o Wallick Communities  
Attn: Asset Management  
160 W. Main Street, Suite 200  
New Albany, OH 43054

To the City:

Office of the Mayor  
47450 Woodward  
Pontiac, MI 48342

Delivery of the Payment In Lieu of Taxes to the City:

City of Pontiac  
Attn: Finance Division  
47450 Woodward  
Pontiac, MI 48342

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11) Good Faith. The City and the Developer shall act in good faith to carry out and implement this Agreement.

12) Covenants of Developer. During the term of this Agreement, the Developer will not voluntarily do any of the following:

- a) Seek to invalidate this Agreement except as expressly provided herein;
- b) Fail to pay the City all amounts due hereunder when due in accordance with the terms of this Agreement.

13) Covenants of the City. During the term of this Agreement, the City will not do any of the following:

- a) Seek to invalidate this Agreement;
- b) Seek to collect from the Developer any property tax upon the Property or the improvements thereon in addition to the amounts established herein;
- c) Impose any lien or other encumbrance upon the Property or the improvements thereon except as is expressly authorized by law; or
- d) Take any affirmative action in support of the bifurcation of the taxation of real and personal property.
- e) The City shall provide the Municipal Services consistent with services then provided to similar multiple family residential housing developments within the City. The nature, extent and delivery of such services shall be in the final, sole and absolute discretion of the City. This Agreement shall not be

construed to impose any additional obligations upon the City to provide such services than otherwise required by law.

(4) Representations of City. The City represents and warrants to the Developer (i) it has secured all approvals necessary to duly authorize the execution, delivery and performance of this Agreement and its obligations hereunder, including the valid and enforceable passage of the City of Pontiac Ordinance for Glenwood Senior Apartments, and (ii) it is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of any law, any order of any court or other agency or authority of government, or any agreement or instrument to which the City is a party or by which the City is bound, and (iii) this Agreement and the City of Pontiac Ordinance for Glenwood Senior Apartments are the legal, valid and binding obligation of the City and is enforceable in accordance with their respective terms.

(5) Representations of Developer. The Developer represents and warrants to the City (i) it is duly organized and is authorized to conduct business in the State of Ohio, and (ii) it is authorized and has the power under the laws of the State of Ohio to enter into this Agreement and the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and the City of Pontiac Ordinance for Glenwood Senior Apartments, and (iii) the performance of its obligations hereunder or under the City of Pontiac Ordinance for Glenwood Senior Apartments will not violate, result in a breach of, or constitute a default under, any agreement or instrument to which Developer is a party or by which Developer is bound, and this Agreement is a legal, valid and binding obligation of Developer enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

DEVELOPER  
Wallick-Hendy Development Company, LLC

CITY OF PONTIAC

By: \_\_\_\_\_  
John P. Leonard,  
Senior Vice President

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# Glenwood Senior Apartment PILOT



**#11**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Mayor, Council President and City Council Members

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of  
Dan Ringo, Interim Director DPW

**DATE:** April 15, 2020

**RE:** **Michigan Department of Transportation (MDOT) – Public Act 51  
Reporting**

Public Act 51, as amended, requires that each incorporated city and village sign and submit the annual map and request changes to the Data Inventory and Integration Division of MDOT.

It is the duty of the municipalities Street Administrator to prepare this report and map and ensure the submittal to the appropriate MDOT division by June 30, 2020.

This map indicates miles of local and major streets within our street system. When MDOT certifies this map the miles become a legal document. The certified mileage is a part of the formula utilized by MDOT to calculate the City of Pontiac's share of state revenues.

Based upon the above and attached information, it is the recommendation of the Department of Public Works that the following resolution be passed by Pontiac's City Council.

**WHEREAS,** the City of Pontiac did, on July, 25, 2019, acquire title to Vanguard Drive, and;

**WHEREAS,** it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended, and;

**NOW, THEREFORE IT IS RESOLVED:**

1. That the center line of said street is described as:

**ROAD CENTERLINE DESCRIPTION – VANGUARD DRIVE (60FT  
R.O.W.)**

Part of the South 1/2 of Section 19, T.3N., R.10E, City of Pontiac,  
Oakland County, Michigan being more particularly described as:

A 60-Foot R.O.W. who's centerline is described as commencing at the Southwest corner of said Section 19, said point being Remonumentation corner recorded in Liber 21052, on page 154, Oakland County Records; thence N00°13'31"W, 4.99 feet along the West line of Section 19 to a Property Controlling Corner, (previously recorded as the Southwest Corner of Section 19, T.3N., R.10E.), said point being the westerly extension of the south line of Vanguard Drive, variable width -public (as recorded in Liber 41530, Pages 389-391, Oakland County Records); thence continuing N00°13'31"W, 30.00 feet to a point on said West line of Section 19, said point being the centerline intersection of US-24 (Telegraph Road) and Vanguard Drive, said point also being the POINT OF BEGINNING;

thence along the Centerline of Vanguard Drive S89°16'27"E, 2275.83 feet to the POINT OF ENDING.

All bearings are in relation to the Replat No. 4 to Oakland County Condominium Subdivision Plan No. 1451, Exhibit "B" to the Master Deed of OP Condominium, Oakland County Records.

2. Vanguard Drive is located in City of Pontiac right-of-way and is under the control of the City of Pontiac.
3. Vanguard Dive is a public street and is for public street purposes.
4. Vanguard Drive is accepted into the municipal street system and is open to the public for public street use on or before July 25, 2019.

**#12**

**RESOLUTION**





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Mayor, Council President and City Council Members

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of  
Dan Ringo, Interim Director of Public Works

**DATE:** April 15, 2020

**RE: MDOT Centerpoint Parkway Funding Agreement**

The Michigan Department of Transportation has prepared and delivered the attached funding agreement for the Centerpoint Parkway Construction project. This project is partially funded through MDOT Category-A funds totaling \$4,529,410. The total estimated cost of the project is \$5,376,000, with the City's portion of the project \$846,590. This project is budgeted in fiscal year 2020/21. A special thanks to Mr. Ishbia of United Shore for providing the City with a \$500,000 donation in order to assist the City with the required match dollars for the project.

The Category-A grant funding from the Michigan Department of Transportation is provided due to economic development in certain areas, thus affecting the roadway. This particular grant was made available due to the expansion of the United Shore property as well as Williams International and Challenge MFG. The project work includes the removal and replacement of the concrete on Centerpoint Parkway from Opdyke up to South Boulevard. This includes pavement and curb and gutter. We will also be upgrading some sidewalk and ADA ramps along this route.

This project will be bid locally through the City of Pontiac and we anticipate the start of construction by mid-June.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached MDOT funding agreement for the Centerpoint Parkway Construction Project:

WHEREAS, The City of Pontiac has received the funding agreement from the Michigan Department of Transportation, and;

WHEREAS, The Department of Public Works, Engineering Division has reviewed the subject agreement, and;

WHEREAS, The project is budgeted in the 2020/21 Major Street budget,

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council authorized the Mayor or Deputy Mayor to sign the MDOT funding agreement for the Centerpoint Parkway Construction Project

JVB

attachments

TED (A)  
NON FED

COM  
Control Section EDA 63000  
Job Number 206869CON  
Contract No. 19-5131

THIS CONTRACT is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF PONTIAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Pontiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated March 7, 2019, attached hereto and made a part hereof:

Roadway reconstruction and resurfacing work along Centerpoint Parkway from South Boulevard to Opdyke Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987, as amended, and is categorized as:

#### CATEGORY "A" FUNDED PROJECT

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

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

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

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

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

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 6. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, local ordinances, and State and local standards and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes, local ordinances, and State and local regulations.

- (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
  - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes, local ordinances, and State and local regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.
- The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.
- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.
- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENTS current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owners protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owners protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category A shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 95 percent of the approved and responsible low bid amount, or (2) \$4,529,410. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT, the final costs included in the grant, and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed \$4,529,410. The grant includes those activities of preliminary

engineering, right-of-way acquisition, construction, and construction engineering related to the grant. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 95 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

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

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

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

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

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

8. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING

PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant 1340 shall be forfeited back to the DEPARTMENT.

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

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

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

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



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

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

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

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

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

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF PONTIAC

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:

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

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CITY OF PONTIAC

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

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

Revised June 2011

**#13**

**COMMUNICATION  
FROM THE  
MAYOR**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Mayor, Council President and City Council Members

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of  
Dan Ringo, Interim Director of Public Works

**DATE:** April 15, 2020

**RE:** **DPW Snow Operations Update and Ordinance Change for Snow Removal  
on Local Roads**

As requested by the City Council, the Department of Public Works reviewed its current snow operations and the additional costs which would be incurred to provide services comparable to surrounding communities as well as improve its ability to respond at 3" per snow occurrence juxtaposed to 6". The following report and data provide the department's findings as well as the requested ordinance change City Council requested.

The expected minimum increase in labor and auxiliary costs are around \$500,000. This number derives from our current costs to provide these services at 6". There are several options which council may consider bolstering current DPW snow operations provided in this report.

Included in this report are infrastructural, equipment and additional labor requests that total an estimated \$7,555,000. Among these items include a DPW building, salt barn and various upgrades to our vehicle fleet.

DR

Attachments



# Executive Summary



- The Department of Public Works has researched the costs and equipment upgrades necessary to set its snow operations on par with surrounding communities i.e., Auburn and Rochester Hills.
- Per council's request, the city attorney has prepared an ordinance change requiring snow deployment for local roads from 6" to 3".



## Options To Put Pontiac on Par with Surrounding Communities

**\*The following options take into consideration industry standards to bolster capability in snow delivery services.**

**○ OPTION 1: Hire 2 full time CDL Drivers**

$\$62,816/\text{driver} \times 2 = \$125,632$

**○ OPTION 2: Purchase 2 dump trucks & hire 2 full time CDL drivers**

$\$190,000/\text{vehicle} \times 2 + \$62,816/\text{driver} \times 2 = \$505,632$

**○ Option 3: Hire dedicated contractor with 7 additional vehicles**

Average episode cost:  $\$32,000 \times \text{estimated } 10 \text{ occurrences} = \$320,000$

**○ Option 4: Work with adjacent communities to plow in Pontiac**

Labor costs 20% over City of Pontiac & Vehicle costs the same

Timing would not benefit the City as resources would not be available until plowing is completed in home community.

# Overview of Change Requests

- The cost to change the ordinance from 6" to 3" will cost the city at minimum an estimated \$500,000 annually.
- An additional investment in equipment and vehicles will also be required to meet the demand.



## **PONTIAC DPW Numbers**

- **DPW operates a 6 Large Dumps, 2 Small Dumps and 2 pickups**
- **We have 6 CDL drivers and 3 non-CDL drivers for the pickups. That is taking the sanitation and facilities tech to support that**
- **169 major and 330 lane miles both larger than Rochester and Auburn Hills**
- **Our available field staff to complete snow is at 9 FTEs. This is significantly short of both Rochester and Auburn Hills**

## Options To Put Pontiac on Par with Surrounding Communities

### ○ **OPTION 1: Hire 2 full time CDL Drivers**

$\$62,816/\text{driver} \times 2 = \$125,632$

### ○ **OPTION 2: Purchase 2 dump trucks & hire 2 full time CDL drivers**

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### ○ **Option 3: Hire dedicated contractor with 7 additional vehicles**

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### ○ **Option 4: Work with adjacent communities to plow in Pontiac**

Labor costs 20% over City of Pontiac & Vehicle costs the same

Timing would not benefit the City as resources would not be available until plowing is completed in home community.



## Immediate Recommendations

- Option 1: Hire 2 full time CDL drivers = **\$125,632**
- Phase in Option 2 = **\$505,632**
- Immediate End Goal: Purchase a total of 7 dump trucks and hire 7 additional full time CDL drivers. Phase in as resources are available for a total of **\$631,264**

# Permanent Recommendations

Year	Amount	Existing Trucks	New Truck Equip Needed	Total Price
2009	4	International Tandem Axle Dump		
2020	2		International Tandem Axle Dump	480,000
2009	2	International Single Axle Dump		
2020	4		Medium Duty Pump	600,000
2019	2	GMC 3500HD		
2020	2		GMC 3500HD Pump	125,000
2019	2	GMC 2500HD P/U		
2020	4		gmc 2500HD P/U	200,000
2020	2		Kubota UTV	50,000
2020	2		Articulating Wheel Loader	600,000
			DPW Building	5,000,000
			Salt Barn Dome	800,000
			<b>Total</b>	<b>\$ 7,555,000.00</b>



# Conclusion

- Immediate Recommendation Support needed...\$631,264
- Permanent Recommendation Support needed....\$7,555,000
- **Additional costs for equipment for spring/summer work to keep additional hires busy in those months**

CITY OF PONTIAC  
ORDINANCE NO. \_\_\_\_\_

AN AMENDMENT TO ORDINANCE CHAPTER 114, *TRAFFIC AND VEHICLES*,  
ARTICLE VI, *SNOW EMERGENCY ROUTES*, AS FOLLOWS.

THE CITY OF PONTIAC ORDAINS:

**114-186 Definitions.**

As used in this article:

*Director* means the person or in his absence, his duly designated and acting representative, designated by the mayor as the ~~snow lane emergency director~~ Director of Public Works.

*Second priority streets* means all streets not designated snow emergency routes.

*Snow Emergency* means any occurrence of 3 inches of snowfall or more within a 24-hour period, as recorded by the U.S. Weather Bureau.

*Snow emergency routes* means those streets designated by the public works and services department and marked as such. These streets will be considered first priority streets for the purpose of this article.

**114-187 Declaration of Snow Emergency**

(a) A Snow Emergency shall be declared by the Director of Public Works as set forth herein by posting on the City website and in the City Clerk's office.

(b) Upon the declaration of a snow emergency, the Director of Public Works shall direct that all City local streets be plowed within a reasonable amount of time.

(c) If appropriate weather conditions exist, the Director of Public Works shall direct that all City local streets be salted within a reasonable amount of time.

**114-187~~8~~ Parking on snow emergency routes restricted.**

(a) Parking on snow emergency routes shall be prohibited under the following conditions: Whenever the director finds, on the basis of falling snow, sleet, or freezing rain, or on the basis of a forecast the U.S. Weather Bureau or other weather service of snow, sleet or freezing rain, that weather conditions will make it necessary that parking on city streets be prohibited or restricted for snowplowing or other purposes, the director shall cause to be put in effect a parking prohibition on parts of or all snow emergency routes as necessary by declaring it in a manner prescribed by this article.

(b) Once in effect, a prohibition under this section shall remain in effect until terminated by announcement of the director in accordance with this article, except that any street area which has



become clear of snow and ice from curb to curb for a length thereof lying between two successive street intersections shall be automatically excluded therefrom. While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a snow emergency route to which it applies.

(c) Nothing in this section shall be construed to permit parking at any time or place where it is forbidden by any other provision of law.

**114-188~~9~~ Parking on second priority streets.**

(a) Whenever the director finds, on the basis of falling snow, sleet, freezing rain, or on the basis of a forecast by the U.S. Weather Bureau or other weather service of snow, sleet, or freezing rain, that weather conditions will make it necessary that parking on city streets be prohibited or restricted for snow plowing and other purposes, the director shall cause to be put into effect a parking prohibition on parts of or all second priority streets between the hours of 12:01 a.m. and 8:00 a.m. in a manner prescribed below:

(1) On days having uneven dates vehicles are prohibited from parking on the side of the street having uneven street numbers.

(2) On days having even dates, vehicles are prohibited from parking on the side of the street having even street numbers.

(b) The prohibition shall remain in effect until terminated by announcement of the director in accordance with this article or until any street area has been substantially clear of snow and ice from curb or median line for the length thereof lying between two successive street intersections on any street to which it applies.

**114-189~~90~~ Announcement of parking prohibition.**

(a) The director shall cause each declaration made by him pursuant to this article to be publicly announced by means of broadcasts and/or telecasts from station(s) with a normal operating range covering the city. He may cause such declaration to be further announced in newspapers of general circulation when feasible. Each announcement shall describe the action taken by the director including the time it became or will become effective, and shall specify the streets or areas affected, except as otherwise provided in section 114-187~~8~~ (b).

(b) The director shall make or cause to be made a record of each time and date when any declaration is announced to the public in accordance with this section.

**114-190~~1~~ Termination of parking restrictions.**

Whenever the director shall find that some or all of the conditions which give rise to a parking prohibition in effect pursuant to this article no longer exist, he may declare this prohibition terminated.

**114-194~~2~~ Erection of signs on snow emergency routes.**

On each street designated as a snow emergency route, the public works and services department shall erect signs plainly marking such routes and sufficient in number to apprise the ordinarily observant person that such street or highway is a snow emergency route.

**114-192~~3~~ Removal of disabled vehicle.**

- (a) Whenever a vehicle becomes disabled for any reason on any part of a snow emergency route on which there is a covering of snow, sleet or ice or on which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of such snow emergency route.
- (b) No person shall abandon or leave a vehicle in the roadway of a snow emergency route, regardless of whether indicated by a raised hood or otherwise, that the vehicle is disabled, except for the purpose of securing assistance during the actual time necessary to go to a nearby telephone or to a nearby garage, gasoline station, or other place of assistance and return without delay.

**114-193~~4~~ Removal, impounding and return of vehicles.**

- (a) Members of the police department are authorized to remove or have removed a vehicle from a street to the nearest garage or other place of safety (including but not limited to another place on a street), or to a garage designated or maintained by the police department, or otherwise maintained by this city, when:
  - (1) The vehicle is parked on a part of a snow emergency route on which a parking prohibition is in effect.
  - (2) The vehicle is stalled on a part of a snow emergency route on which there is a covering of snow, sleet, or ice or on which there is a parking prohibition in effect and the person who was operating such vehicle does not appear to be removing it in accordance with the provisions of this article.
  - (3) The vehicle is parked in violation of any parking ordinance or provision of law and is interfering or about to interfere with snow removal operations.
- (b) No person shall recover any vehicle impounded in accordance with this section except as provided herein. Before the owner or person in charge of such vehicle shall be allowed to recover it from the place where it has been impounded, he shall present to a member of the police department evidence of his identity and right to possession of the vehicle, shall sign a receipt for its return, shall pay the cost of removal and storage.
- (c) It shall be the duty of the police department to keep a record of each vehicle impounded in accordance with this section. The record shall include a description of the vehicle, its license number, the date and time of its removal, where it was removed from, its location, the name and address of its owner and last operator, if known, its final disposition, and the parking violation involved.
- (d) This section shall be supplemented to any other provision of law granting members of the police department authority to remove vehicles.

**114-194~~5~~ Citation of vehicle parked or left in violation of article.**

Whenever any motor vehicle without a driver is found parked or left in violation of any provision of this article, and is not removed and impounded as provided for in section 114-193~~4~~, the officer finding such vehicle shall take its registration number and any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a traffic citation for the driver to answer to the charge against him within the time limit and during the hours and at a place specified in the citation.



**114-195~~6~~ Failure to respond to citation.**

If such owner or operator does not appear in response to a traffic citation affixed to such motor vehicle in accordance with section 114-194~~5~~, the parking violations bureau shall send the owner of the motor vehicle to which the traffic citation was affixed a letter informing him of the violation and warning him that in the event such letter is disregarded for a period of ten days a warrant of arrest will be issued.

**114-196~~7~~ Responsibility of owner for violations.**

In any prosecution with regard to a vehicle parked or left in a place or in a condition of any provision of this article, proof that the particular vehicle described in the complaint was parked or left in violation of a provision of this article, together with proof that the defendant named in the complaint was at the time the registered owner of such vehicle, shall constitute prima facie evidence that the defendant was the person who parked or left the vehicle in violation of this article.

**114-197~~8~~ Precedence over conflicting laws.**

Any provision of this article, while temporarily in effect, shall take precedence over other conflicting provisions of law normally in effect, except that it shall not take precedence over other provisions of law relating to traffic accidents, emergency travel of authorized vehicles, or emergency traffic directions by a police officer.

**114-198~~9~~—114-210 Reserved.**

I hereby certify this ordinance amendment was brought for a first reading at a meeting of the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

I further hereby certify this ordinance amendment was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

I further hereby certify that the foregoing is a true copy of this Ordinance amendment as passed by the City Council and was published verbatim in a publication of general circulation on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Garland Doyle, Interim City Clerk