



NOTICE OF PONTIAC CITY COUNCIL MEETING
April 20, 2021
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 20, 2021 at 6:00 p.m. This meeting will be held electronically as allowed by the amended Open Meetings Act and in compliance with the City of Pontiac Electronic Meeting Policy. The agenda for the Study Session is attached. The Pontiac City Council gives notice of the following:

1. **Procedures.** The meeting will be conducted on zoom.us.
When: Apr 20, 2021 06:00 PM Eastern Time (US and Canada)
Topic: 222nd Session of the 10th Pontiac City Council
Please click the link below to join the meeting:

Join Zoom Meeting

<https://zoom.us/j/96642354117?pwd=UFZVeUY5U1hTLzJlZHNwQ0tIOGV0QT09>

Meeting ID: 966 4235 4117
Passcode: 070648

Or Telephone:

Dial(for higher quality, dial a number based on your current location):
1312 626 6799

Meeting ID: 966 4235 4117
Passcode: 070648

The public may view the meeting electronically through
<http://pontiac.mi.us/council/pontiacv/index.php>

2. **Public Comment.** For individuals who desire to make a public comment, please log onto the meeting using the zoom meeting link above. When the City Council reaches the public comment portion of the meeting, please raise your hand if you wish to speak during public comment. When your name is called, please unmute yourself and you will be given three minutes to speak. If you are accessing the meeting by phone, the Council President will ask are there

any members of the public who are joining the meeting by phone who would like to make a public comment. Public comments are limited to three (3) minutes.

Additionally, you may submit your public comment in writing directly to the Office of the City Clerk during regular business hours or by email with your name and comment to publiccomments@pontiac.mi.us. All public comments submitted by email must be received no later than 5:30 p.m. on April 20, 2021. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.

3. **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 at least 24 hours in advance of the meeting.

Dated 4-20-2021, 12:30 a.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
Megan Shramski, 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://pontiaccityclerk.com/city-council-meetings>

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

STUDY SESSION

April 20, 2021

6:00 P.M.

222nd Session of the 10th Council

Note: The electronic meeting of the City Council on April 6, 2021 was not properly noticed. Therefore, no formal action on any items could be taken. The City Council did not meet on April 13, 2021 due to lack of a quorum.

Call to order

Roll Call

Authorization to Excuse Councilmembers

Approval of the Agenda

Approval of the Minutes

1. March 30, 2021

Public Comment

Agenda Items

Resolutions

Closed Session

2. Resolution from the City Attorney to request City Council go into Closed Session pursuant to MCL 15.268(e) to discuss specific pending litigation; specifically Rubicon Real Estate Holdings, LLC, and Family Rootz, LLC v. The City of Pontiac and Garland Doyle, Interim Pontiac City Clerk."

City Council

3. City of Pontiac Resolution honoring Ester Jimenez
4. Resolution in support of Pontiac Transportation Museum (This resolution was recommended by Council Members Pietila and Taylor-Burks.)
5. Resolution to approve a Charter Revision for the August 3, 2021 primary municipal election ballot

6. Resolution to have the Mayor fulfill the duties and obligations as head of the city administration (**This resolution was recommended by Council President Pro Tem Carter.**)

Department of Public Works (DPW)

7. Resolution to approve the RNA FM Snow and Landscape Service Extension Agreement from April 13, 2021-April 13, 2022 not to exceed \$447,764.40.

Information Technology (IT)

8. Resolution to approve contract for new Ricoh Printers for 50th District Court, Ruth Peterson Senior Center, Bowens Senior Center and Pontiac Youth Recreation and Enrichment Center (PYREC)

Mayor's Office

9. Resolution to approve the purchase of 825 Golf Dr.as the Designated Facility PYREC Operations
10. Resolution to allocate a maximum of \$50,000 for a one-year contract for lobbying services related to the American Rescue Act and funding for Cities (**The resolution does not identify a lobbyist.**)
11. Resolution to approve instructions to Interim Clerk as recommended in the Finance Director and City Attorney's Report on Alleged Diverted Election Funds from the Clerk's Office

Communication from the City Clerk

12. City Clerk's Response to Nonfactual Report from the Finance Department regarding Alleged Diversion of Election Division Budget Funds

Adjournment

#1

MINUTES

March 30, 2021 Formal

**Official Proceedings
Pontiac City Council
221st 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, March 30, 2021 at 6:00 p.m. by Council President Kermit Williams.

Invocation – Councilwoman Patrice Waterman

Pledge of Allegiance

Roll Call

Members Present

Carter
Miller
Pietila
Shramski
Waterman
Williams

Attendance

Remotely
Remotely
Remotely
Remotely
Remotely
Remotely

Location

Pontiac, Oakland County, MI
Pontiac, Oakland County, MI
Pontiac, Oakland County, MI
Pontiac, Oakland County, MI
Pontiac, Oakland County, MI
Pontiac, Oakland County, MI

Mayor Waterman was present.
Clerk announced a quorum.

Excuse Councilmembers

21-84 **Excuse Councilperson Doris Taylor-Burks for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Waterman.

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

No: None

Motion Carried

Amendments to the Agenda

21-85 **Motion to move items 7-12 (#7- Resolution to extend Landlord Cares Act, #8- Resolution to adopt an Electronic Meeting Policy, #9 - Resolution to approve Humble Design as a non-profit in Pontiac, #10 - Resolution to authorize Mayor to sign MDOT Funding Agreement, #11- Resolution to approve establishment of an Industrial Development District (IDD) for 2100 S. Opdyke Road and #12 - Resolution to approve Speculative Building Design for 2100 S. Opdyke, LLC) before item #4. (Special Presentation on Medical Marijuana Review Process Update)** Moved by Councilperson Waterman and second by Councilperson Shramski.

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

No: None

Motion Carried

Approval of the Amended Agenda

21-86 **Motion to approve the Agenda as amended.** Moved by Councilperson Pietila and second by Councilperson Shramski.

March 30, 2021 Formal

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

No: None

Motion Carried

Approval of Minutes

21-87 **Approve meeting minutes for March 23, 2021.** Moved by Councilperson Waterman and second by Councilperson Shramski.

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

No: None

Motion Carried

Subcommittee Reports

Received Public Safety –March 12, 2021 report.

Councilwoman Doris Taylor-Burks arrived remotely from Pontiac at 6:08 p.m.

Discussion

City Council Special Committee on VEBA Implementation

The Council selected Council President Kermit Williams, Councilwoman Gloria Miller and Councilwoman Patrice Waterman to represent the City Council on the special committee.

Resolution

Building and Safety

21-88 **Resolution to extend Landlord Cares Act Program.** Moved by Councilperson Shramski and second by Councilperson Miller.

WHEREAS, the City of Pontiac in the midst of the Pandemic is offering relief for Qualifying Pontiac Landlords, and;

WHEREAS, the City of Pontiac would waive one time the rental inspection fee for Qualifying Landlords, and;

WHEREAS, the Mayor is proposing along with City Council to pass along this relief gesture to qualifying landlords until June 30, 2021,

NOW THEREFORE be resolved that the City Council in solidarity with the Mayor hereby authorizes the waiver of fees for qualifying landlords until June 30, 2021.

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

No: None

Resolution Passed

Councilwoman Doris Taylor-Burks was having technical difficulties

Resolution

City Attorney

21-89 **Resolution to adopt an Electronic Meeting Policy.** Moved by Councilperson Shramski and second by Councilperson Waterman.

WHEREAS, the Michigan Open Meetings Act allows meetings of a public body to be held electronically in some circumstances through December 31, 2021; and

WHEREAS, the local State of Emergency for the City of Pontiac as declared by Mayor Waterman on March 13, 2020 as a result of the global pandemic; and

WHEREAS, this Council is aware of rising COVID cases and hospitalizations and therefore reaffirms the existence of a local State of Emergency; and
WHEREAS, the local State of Emergency is an allowable circumstance to convene electronic meetings pursuant to Section 3a of the Open Meetings Act; and
WHEREAS, electronic meetings allow for review and participation of the public in meetings of the Pontiac City Council while also allowing social distancing during the pandemic;
NOW THEREFORE, the Pontiac City Council hereby reaffirms the existence of a local State of Emergency and further resolves to hold all Council Meetings electronically until further notice, but not to exceed the existence of the local State of Emergency; and further adopts the attached policy for the purpose of any electronically held meetings beginning April 1, 2021.

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

No: None

Resolution Passed

Councilwoman Doris Taylor-Burks was having technical difficulties

Resolution

City Clerk

21-90 **Resolution to approve Humble Design, 180 N. Saginaw a 501(c)(3) nonprofit organization in Pontiac as a recognized nonprofit organization in the community for the purpose of obtaining a charitable gaming license.** Moved by Councilperson Waterman and second by Councilperson Shramski.

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

No: Carter

Resolution Passed

Resolution

Department of Public Works (DPW)

21-91 **Resolution to authorize the Mayor to sign MDOT Funding Agreement (Contract No. 21-5028) for the Construction of the W Walton Blvd Concrete Pavement Repair Project.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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 2021/22 Major Street budget,

NOW, THEREFORE, BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to sign the MDOT funding agreement for construction of the W Walton Blvd Concrete Pavement Repair Project.

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

No: None

Resolution Passed

Resolutions

Economic Development

21-92 **Resolution to approve the establishment of an Industrial Development District (IDD) for 2100 S. Opdyke Road.** Moved by Councilperson Waterman and second by Councilperson Miller.

WHEREAS, pursuant to PA 198 of 1974, as amended (M.C.L.A. 207.551 et. seq.), after a duly noticed public hearing, held on March 16, 2021, this Pontiac City Council, by resolution, has the authority to establish an Industrial Development District, as defined in M.C.L.A. 207.553(2), within the City of Pontiac;

WHEREAS, 2100 S Opdyke, LLC ("**Petitioner**") is the owner of that certain real property located in the City of Pontiac and legally described below (the "**Property**");

WHEREAS, pursuant to M.C.L.A. 207.554(2), Petitioner is the owner of 100% of the state equalized value of the industrial property located within the proposed Industrial Development District;

WHEREAS, Petitioner has petitioned the Pontiac City Council to establish an Industrial Development District on the Property;

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish the proposed Industrial Development District;

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

WHEREAS, a public hearing was held on March 16, 2021 at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City of Pontiac were afforded an opportunity to be heard thereon; and

WHEREAS, the Pontiac City Council deems it to be in the public interest of the City of Pontiac to establish the Industrial Development as proposed:

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that the following described parcel of landed situated in the City of Pontiac, Oakland County, and State of Michigan, to wit:

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING PART OF LOTS 8 & 9, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2N., R. 10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED), T. 2 N., R. 10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN; THENCE S 00°36'21" W ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N 89°23'39" W 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 1331.66 FEET TO THE POINT OF BEGINNING; THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 728.35 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENDMENTS THERETO, AS

LAST AMENDED BY EIGHT AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, 40, AND 24 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S 89°35'13" W 35.00 FEET, AND (2) N 00°24'47" W 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56°12'23", LONG CHORD BEARS S 61°29'01" W 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, CENTRAL ANGLE 57°36'46", LONG CHORD BEARS S 62°11'13" W 216.83 FEET), AND (5) N 89°00'24" W 706.20 FEET; THENCE N 00°59'36" E 1815.00 FEET; THENCE S 89°00'24" E 1080.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,939,980 SQUARE FEET OR 44.536 ACRES OF LAND.

SUBJECT TO ANY EASEMENT AND OR RIGHTS OF WAY RECORDED OTHERWISE.

is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as Oakland Logistics Industrial Development District.

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

No: Carter

Resolution Passed

21-93 **Resolution to approve Speculative Building Designation for 2100 S Opdyke Road.**
Moved by Councilperson Pietila and second by Councilperson Waterman.

WHEREAS, 2100 S Opdyke, LLC ("**Petitioner**") is the owner of that certain real property located in the City of Pontiac and legally described below, (the "**Property**").

WHEREAS, on December 8, 2020, Petitioner received Final Site Plan approval from the City of Pontiac Planning Division to construct an approximately 711,360 sq. ft. building (the "**Building**") for the purpose of providing a multi-tenant industrial facility on the Property;

WHEREAS, on March 30, 2021, the Pontiac City Council, acting under the authority of PA 198 of 1974, as amended (M.C.L.A. 207.551 et. seq.) , approved Resolution No. 21-92, designating the Property as an Industrial Development District;

WHEREAS, as of the date of this Resolution, Petitioner has not identified specific users for the Building;

WHEREAS, Petitioner has requested the Pontiac City Council to designate the Building as a multi-tenant Speculative Building, as defined in M.C.L.A. 207.553(8), and upon the conditions set forth in M.C.L.A. 207.559(4);

WHEREAS, as a condition of the adoption of this Resolution, the Building must be constructed less than nine (9) years before the filing of the application for the industrial facilities exemption certificate; and

WHEREAS, the Building otherwise qualifies under M.C.L.A. 207.559(2)(e).

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that:

Section 1. The Building, to be located on the following described parcel of land situated in the City of Pontiac, Oakland County, and State of Michigan, to wit:

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING PART OF LOTS 8 & 9, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2N., R. 10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED), T. 2 N., R. 10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN; THENCE S 00°36'21" W ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N 89°23'39" W 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 1331.66 FEET TO THE POINT OF BEGINNING; THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 728.35 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENDMENTS THERETO, AS LAST AMENDED BY EIGHT AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, 40, AND 24 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S 89°35'13" W 35.00 FEET, AND (2) N 00°24'47" W 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56°12'23", LONG CHORD BEARS S 61°29'01" W 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, CENTRAL ANGLE 57°36'46", LONG CHORD BEARS S 62°11'13" W 216.83 FEET), AND (5) N 89°00'24" W 706.20 FEET; THENCE N 00°59'36" E 1815.00 FEET; THENCE S 89°00'24" E 1080.90 FEET TO THE POINT OF BEGINNING. CONTAINING 1,939,980 SQUARE FEET OR 44.536 ACRES OF LAND. SUBJECT TO ANY EASEMENT AND OR RIGHTS OF WAY RECORDED OTHERWISE.

is hereby declared and approved as a multi-tenant Speculative Building pursuant to PA 198 of 1974, as amended (M.C.L.A. 207.551 et. seq.).

Section 2. The Building shall be designated as a multi-tenant Speculative Building for a period of twelve (12) years from and after its construction, unless revoked earlier as provided in M.C.L.A. 207.565.

Section 3. An application for Industrial Facilities Exemption Certificate may be submitted by the owner or lessee of the Building, as provided in M.C.L.A. 207.555.

March 30, 2021 Formal

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

No: None

Resolution Passed

Council President Williams left the meeting. Council President Pro-Tem Carter assumed the chair.

Special Presentations (presentations are limited to 10 minutes.)

Office of the City Clerk Medical Marihuana Review Process Update

Presentation Presenters: Garland Doyle, Interim City Clerk and Johnathan Starks, Special Assistant to the Clerk

Update Report on City of Pontiac Allotments received through Cares Act and American Rescue Plan

Presentation Presenters: Mayor Waterman, Linnette Phillips, Economic Development Director and Darin Carrington, Finance Director

Upcoming Infrastructure and Capital Improvements Projects for Calendar Year 2021

Presentation Presenters: Mayor Waterman, Dan Ringo, Interim DPW Director and Abdul Siddiqui, P.E., City Engineer

Public Comments

Two (2) individuals submitted public comments read by the City Clerk

Mayor, Clerk and City Council Closing Comments

Mayor Waterman, Interim Clerk Doyle, Councilwoman Pietila, Councilwoman Shramski and Council President Pro-Tem Carter made closing comments.

Adjournment

President Pro-Tem Randy Carter adjourned the meeting at 7:59 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

#2

**CLOSED
SESSION**



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

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

Now, Therefore, Be It Resolved by the Pontiac City Council that it recess into closed session to discuss specific pending litigation; specifically Rubicon Real Estate Holdings, LLC, and Family Rootz, LLC v. The City of Pontiac and Garland Doyle, Interim Pontiac City Clerk, which is exempt from disclosure pursuant to MCL 15.243(1)(g).

#3

RESOLUTION

City of Pontiac Resolution Honoring Ester Jimenez

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

WHEREAS, on July 18, 1978, Ester Jimenez vivacious, energetic and eager to work, commenced a profound and amazing career in public service and with the City of Pontiac which would ultimately span over four decades; and,

WHEREAS, as a consequence of having a wonderful personality, impeccable work ethic and integrity and despite being hired as a clerk typist, Ester Jimenez was afforded the distinct privilege of working in different roles and various departments throughout the City of Pontiac, including Finance, the Clerk's Office, Treasury and Human Resources; and,

WHEREAS, Ester Jimenez was always known to greet and meet everyone she encountered, regardless of race, religion, creed, or political affiliation, with a million dollar smile, pleasant words and was always prepared to provide assistance when necessary; and,

WHEREAS, Ester Jimenez is truly a rare gem whose authenticity is evidenced by her sincere enthusiasm and passion to help others; and,

WHEREAS, Ester Jimenez not only held the City of Pontiac in high regard, but holds spending time with family and the City of Pontiac retirees, near and dear to her heart; and,

WHEREAS, Ester Jimenez has also been an active and loyal member of St. Vincent De Paul Church and enjoys crocheting, sewing, cooking and playing bunco.

NOW, THEREFORE BE IT RESOLVED, that we the members of the Pontiac City Council and on behalf of the citizens of Pontiac, recognize and honor with great pride and dignity, Ester Jimenez, for her over 43 years of outstanding service to the City of Pontiac and for of tremendous contributions of leadership, selflessness and commitment to the community. "Congratulations Ester Jimenez on your retirement."

Kermit Williams

Kermit Williams, President

Randy Carter

Randy Carter, President Pro-Tem

Patrice Waterman

Patrice Waterman, Councilwoman

Megan Shramski

Megan Shramski, Councilwoman

Mary Pietila

Mary Pietila, Councilwoman

Gloria Miller

Gloria Miller, Councilwoman

Doris Taylor-Burks

Doris Taylor-Burks, Councilwoman

#4

RESOLUTION

Pontiac City Council Resolution



Resolution in Support of Pontiac Transportation Museum

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the "City"), has a very deep and storied legacy in the transportation industry which extends back some 170 years or more and includes significant societal contributions, including: (1) a robust carriage industry, (2) birth and growth of the American truck industry, (3) astounding conversion to WWII "Arsenal of Democracy" support, (4) inventing the muscle car and spurring growth of the Pontiac brand, and (5) nurturing a revered and diverse community of transportation industry workers and leaders. and,

WHEREAS, the "economic engine" of Pontiac people and enterprises included (and still includes) many smaller businesses that supported this industry with assembly, parts and services, and

WHEREAS, the people of the Pontiac Community have for a century or more demonstrated the skills, resourcefulness, innovation, resilience, and diversity to succeed in those efforts above; indeed much of our city's rich heritage and culture is a product of those same people's lives as they contributed to the transportation industry. and,

WHEREAS, the City Council has reviewed an initial plan for development of a non-profit Pontiac Transportation Museum that will re-purpose a prior Pontiac school building in one of our historic districts with the intent of: (1) restoring pride and knowledge of these past Pontiac community achievements, (2) engaging local industry with the Museum in increased outreach of science, technology, engineering and math capabilities to our school systems, and (3) creating an attraction for generating visitorship and tourism in Pontiac.

NOW, THEREFORE, BE IT RESOLVED THAT:

- A. The City of Pontiac's government strongly supports and prioritizes the Pontiac Transportation Museum initiative as a prominent community project with significant upside civic enhancement potential.

- B. The City intends to actively seek and support outside funding alternatives that assist the Museum's capital campaign. Specific civic funding support may be considered at the appropriate time pending Pontiac Transportation Museum proposals.
- C. City planning and building administrative activity guiding renovation of the building/property will be expedient and provided with minimal cost (to the extent feasible).
- D. As the museum matures and opens, promotion of Pontiac community attractions will prominently include the Museum as one of the City's assets.

#5

RESOLUTION

Pontiac City Council Resolution



Resolution to Approve a Charter Revision

WHEREAS, the City of Pontiac, Michigan operates under a Home Rule Charter as provided by the Home Rule Cities provisions of state law (Public Act 279 of 1909, MCL 117.1 et. Seq. as amended [referred to as the Home Rule Cities Act]); and,

WHEREAS, MCL 117.18 specifies the procedures for revising Home Rule Charter and specifies that a legislative body by a 3/5 vote of the members elect may declare for a general revision of the Charter; and,

WHEREAS, MCL 117.18 further provides that if a 3/5 vote of the legislative body calls for a general revision of the Charter, the question of having a general charter revision shall be submitted to the electors for adoption or rejection at the next general or municipal election, or at a special election; and,

WHEREAS, in addition, MCL 117.18 states that in case the electors shall, by a majority vote, declare in favor of such a revision, a charter commission shall be elected consisting of nine (9) electors of the City having a residence of at least three (3) years in the municipality and that the legislative body may by a 3/5 vote of the members elect provide that the Charter Commission be selected at the same election at which the proposition to revise is submitted; and the selections shall be void if the proposition to revise is not adopted.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pontiac declare that there is a need for a general revision if the Home Rule Charter of Pontiac, Michigan; and,

BE IT FURTHER RESOLVED, that the City Council, has determined for purposes of efficiency and fiscal responsibility, the Charter Commission consisting of nine (9) electors of the City of Pontiac having a residence of at least three (3) years in the municipality shall be selected at the general municipal election to be held on Tuesday, August 3, 2021;

BE IT FURTHER RESOLVED, THAT THE SELECTION OF THE Charter Commissioners shall be void if the proposition to revise is not adopted by a majority vote of the electors.

#6

RESOLUTION

Resolution to have the Mayor fulfill the duties and obligations as the head of the city administration.

WHEREAS, the planning commissions term has expired on June 30th 2017; and the Mayor is to appoint new commissioners every 3 years; and the Mayor has yet to do so; and,

WHEREAS, the Medical Marihuana Commission is to be appointed by the Mayor; and the Mayor has yet to do so; and,

WHEREAS, on January 21st, 2020 the City Council voted 5-2 to approve Ordinance 20-30 to make an emergency ordinance to amend ordinance 23-63; and to have the planning commission issue a recommendation to the City Council; and the Mayor sits and directs the planning commission, and the Mayor has yet to do so; and,

WHEREAS, on June 17th, 2020 the City Council voted 7-0 to approve a resolution for the Mayor to engage Bonadio & Co, LLP and or any another accounting firm and pay the \$10,000 retainer for the services of a forensic audit; and the Mayor has yet to do so; and,

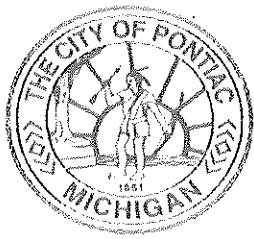
WHEREAS, on December 22nd, 2020 the City Council voted 4-1 to approve a resolution to remove Anthony Chubb, Esq., from Giamarco, Mullins and Horton, P.C. as the attorney assigned to appear at City Council Meetings; and the Mayor was to replace Anthony Chubb as the attorney assigned to Pontiac City Council meetings; and the Mayor has yet to do so; and,

WHEREAS, on March 9th, 2021 the City Council voted 6-0 to approve a resolution that the Pontiac City Council was to be provided with all logistical information regarding the Ottawa Towers closing including, the date, time, location, and closing documents; and the Mayor has yet to provide the final closing documents; and

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby requests that the Mayor perform her duties and obligations above within 14 days from the date of this approved resolution or the City Council shall direct the City Council attorney to file a Mandamus lawsuit against the Mayor with the court.

#7

RESOLUTION



April 20th, 2021

RNA FM

Attention: Mr. Mufid Farha

717 W Ellsworth Road, Ann Arbor, MI 48108

Dear Mr. Farha,

The City of Pontiac and RNA FM hereby mutually agree to extend the contract for "**Landscape and Snow Removal Services**". The contract between the City of Pontiac and RNA FM originally dated 3-12-2020, along with subsequent changes, if any, with an effective date of 4-1-2020. This agreed upon contract extension shall terminate at midnight 4-1-2021.

The extension will see a reduction/concession of 10% of the overall price on both its landscape and snow removal services. The new landscape total for all city properties is \$418,482. Last year contract amount was \$464,979. This is a savings of \$46,497 back to the city. Snow removal services will be \$29,282.40. This is a savings of \$3253.60 from last year's price of \$32,536.

The contract extension is created in accordance with Article Six (6) of the agreement within the contract documents. This correspondence will serve as our contractual agreement to extend the above-mentioned contract based on the terms and conditions along with subsequent modifications, if any, as outlines in our agreement dated 3-12-2020. We look forward to working with you and your team this contract year.

If you have any questions, or concerns, please feel free to contact me at 248-758-3614.

With Gratitude,

City of Pontiac

By: _____

Date: _____

Dan Ringo, Interim Director, DPW, City of Pontiac

Agreed: _____

Date: _____

RNA FM

I concur: _____

Date: _____

Deirdre Waterman, Mayor, City of Pontiac

RNA FM Contractor Performance Evaluation Scorecard

CATEGORY	KPI #	TYPE	DESCRIPTION STANDARD	SCORING	POSSIBLE POINTS
Customer Satisfaction and Overall Performance	KPI #1	Landscape	1. Daily Inspections, Generating Scores of 1-100 will be Averaged. A Cumulative Average Score of (85%) or Better will Earn Full Credit for This Category.	1. Administration Inspections: >85% = 8 points 65-85% <i>pro rata</i> 1-8 points <u>Possible Bonus Points:</u> > 90 points = 1 point (1 st yr.) > 95 points = 1 point (Years 2-3) (1) Bonus Point for Obtaining [Green Seal GS-37 Standards for Cleaning Products]	80

CATEGORY	KPI #	TYPE	DESCRIPTION STANDARD	SCORING	POSSIBLE POINTS
Customer Satisfaction and Overall Performance	KPI #1	Responsiveness	<p>1. Monthly Detailed Principal Inspections, Generating Scores of 1-100 will be Averaged. A Cumulative Average Score of (85%) or Better will Earn Full Credit for This Category.</p>	<p>1. Administration Inspections: >85% = 8 points 65-85% <i>pro rata</i> 1-8 points</p> <p><u>Possible Bonus Points:</u> > 90 points = 1 point (1st yr.) > 95 points = 1 point (Years 2-3)</p>	100

CATEGORY	KPI #	TYPE	DESCRIPTION STANDARD	SCORING	POSSIBLE POINTS
Health and Safety	KPI #10	Safety and Environmental and Regulatory Compliance	1. Provider Can Be Awarded up to (10) Ten Points by Ensuring Compliance With Applicable Safety, Environmental and Code Compliance Matters	<p><2 citations = 8 points 3-4 citations = 7 points 5-6 citations = 6 points Loss of One (1) Point per Citation Thereafter</p> <p>Two (2) Points for Good, Timely and Complete Reports, Timely Communication and Excellent Cooperation.</p>	100

CLIENT

Key Performance Indicators Scorecard

2020-2021 PERFORMANCE PERIOD

KPI Category	KPI Performance Indicator	Total Base Points	Total Bonus Points	Possible Total Points	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	2020/21 YTD/YE
Landscape	KPI 1 – Mowing	8	2	2	8	8	8	8	8	8	8	8	N/A	N/A	N/A	N/A	120
																	120
	KPI 2 – Spring Clean	8	2	2	8	8	8	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	118
	KPI 3 – Fall Clean	9	2	2	N/A	N/A	N/A	N/A	N/A	9	9	9	N/A	N/A	N/A	N/A	120
Snow Removal	KPI 4 – Contract Compl	9	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10	10	10	10	120
	KPI 5 – No Callbacks	9	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10	10	10	10	120
Response																	120
	KPI 6 - Planning	10	2	2	10	10	10	10	10	10	10	10	10	10	10	10	120
																	120
	KPI 7 - Reporting	10	2	2	10	10	10	10	10	10	10	10	10	10	10	10	120
																	120
Health and Safety	KPI 8 - QA	10	2	2	10	10	10	10	10	10	10	10	10	10	10	10	120
																	120
	KPI 9 - Staffing	10	2	2	10	10	10	10	10	10	10	10	10	10	10	10	120
Health and Safety																	120
	KPI 10 - Safety and Accidents	10	2	2	10	10	10	10	10	10	10	10	10	10	10	10	120
Total		95	20	100	66	66	66	66	66	67	67	67	60	60	60	60	1198



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Dan Ringo, Interim Director of Public Works

DATE: April 20th, 2021

RE: **Resolution to approve one-year extension for RNA FM for landscape and snow removal services.**

The Department of Public Works is requesting that the City Council approve a one-year extension of the landscape and snow removal services provided by RNA FM of Ann Arbor. RNA FM has performed strongly over the past year and their performance scorecard demonstrates their ability to continue to meet our expectations. RNA FM has also reduced their price for the coming year by 10% of last fiscal year's price.

WHEREAS, RNA FM service over the last twelve months warrants a one-year extension of the initial agreement approved 4/1/2020.

NOW, THEREFORE, BE IT RESOLVED, The Pontiac City Council authorized the Mayor to extend the landscape and snow removal service agreement with RNA FM for 12 months beginning 4/13/2021 until 4/13/2022.

dr

Attachments.

#8

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Council President and Members of the City Council Information Technology

FROM: Department

THRU: Office of Mayor Deirdre Waterman

DATE: April 6, 2021

RE: Ricoh Printers Contract for 50th District Court, Bowen Senior Center, Ruth Peterson Senior Center and Youth Recreation and Enrichment Center

Problem:

1. 50th District Court, Senior Centers, and Pontiac Youth Recreation and Enrichment Center have 12-year old Ricoh printers that are in constant need of repair.
2. Replacement parts are no longer available for the printers.
3. Departments have become reliant on desktop printers' because they cannot trust the reliability of the old Ricoh printers'.
4. Cost of printing to the smaller printers are four times more than the cost of printing to a Ricoh and printing is six times slower.

Solution:

1. Replace existing Ricohs with new models.
2. Use desktop printers only as a backup for the new Ricohs to save costs.
3. Do not replace existing desktop printers when they breakdown.

Costs:

1. We currently pay around \$1,476 a month. This includes what we pay for toner and maintenance on the old Ricohs and the cost of toners for the current desktop printers.
2. We will pay \$945.12 a month total to lease eight new Ricoh printers plus \$490.20 service costs (toner and on-site service) for a total of \$1,435.32 per month.
3. For \$40.68 less per month, we can get eight new Ricohs.
4. Ricoh has a contract that will buy our current fleet.
5. The lease is for 60 months. At the end of the 60 months, the city owns the new Ricohs.

Capabilities of new Ricoh printers that we currently do not have:

1. New Ricohs print 60 pages per minute.
2. You can scan directly from the printer to your home or shared drive.
3. Scan to USB flash drive.
4. Full 10.1" color touchscreen operation panel.
5. Besides staples, there is a staple less finishing feature. Some models will have a booklet maker and saddle stitching.
6. Scan to USB flash drive.
7. Wireless connectivity so you are not restricted to locations with a network port.
8. Mobile printing and scanning from tablets or smartphones.

Conclusion:

Whereas, 50th District Court, Bowen Senior Center, Ruth Peterson Senior Center and Pontiac Youth Recreation and Enrichment Center utilize Ricoh printers that are 12 years old; and

Whereas, Maintenance for these outdated printers' costs approximately \$1,476 per month; and

Whereas, the current vendor can replace these printers with new printers on a lease for \$1,435.32 per month, including maintenance; and

Whereas, at the end of the 60-month lease the City will own the printers;

Now Therefore, Be It Resolved that the Pontiac City Council approves the lease and maintenance of the new Ricoh printers at a rate of \$1,435.32 per month for a period of 60 months, and authorizes the Mayor to execute contracts necessary to complete the transaction.



Hi and Welcome



The following presentation is about the old printers in the Courthouse and how they can be replaced with better and more reliable Ricoh printers

The Courthouse Existing Ricoh Printers

- The existing printers are 12 years old
- Ricoh does not have replacement parts for printers
- Frequent jammed papers or offline errors when printing or faxing
- The monthly cost of maintenance is more expensive than the new printers' monthly cost



The Courthouse Existing Ricoh Printers

Departments have become reliant on desktop printers because they cannot trust that the reliability of the old Ricohs

Cost of printing to the smaller printers are four times more than the cost of printing to a Ricoh and six times slower

The Courthouse staff will end up saving money, down time, and frustration when it comes to printing and faxing documents



The New Ricohs

- The new printers are much faster and more reliable
- They include many features which will help staff to work faster
- New Ricohs print 60 pages per minute
- You can scan directly from the printer to your home or shared drive
- Full 10.1" color touchscreen operation panel
- Besides staples, there is a stapleless finishing feature. Some models will have a booklet maker and saddlestitching

The New Ricohs

Additional Features

- Scan to USB flash drive
- Wireless connectivity so you are not restricted to locations with a network port
- Mobile printing and scanning from tablets or smartphones
- The Courthouse staff will end up saving money, down time and frustration when it comes to printing and faxing documents

The New Ricohs

Cost

- 60 months Lease of \$473.77 per month per unit
- Gold Service - includes Parts, Labor, Toner and Staples, (excludes paper)
 - Cost of B&W copies \$0.0058 per page
 - Cost of Color copies \$ 0.045 per page



Thank you for your time



Created By: Kelvin Lester | Phone: (248)-882-4991 | Email: kelvin.lester@ricoh-usa.com

Your Configured Ricoh MP 5055



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
45.30in	27.00in	47.60in
(1,151mm)	(686mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

110-120V, 60Hz, 12A - the required wall outlet is a NEMA 5-15R (receptacle)

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- MP 5055
- Paper Feed Unit PB3220
- One-Bin Tray BN3110
- Hybrid Finisher SR3210
- Bridge Unit BU3070
- Fax Option Type M29
- ESP XG-PCS-15D



Main Unit

Main Unit

Item/Description	Item #	Power Requirements
MP 5055	417766	110-120V, 60Hz, 12A - the required wall outlet is a NEMA 5-15R (receptacle)

Paper Tray & Optional Accessories

Item/Description	Item #	Power Requirements
Paper Feed Unit P83220	417268	N/A

Output & Finishing Options

Internal

Item/Description	Item #	Power Requirements
One-Bin Tray BN3110	417585	N/A

External

Item/Description	Item #	Power Requirements
Hybrid Finisher SR3210	417483	N/A
Bridge Unit BU3070	417587	N/A

Fax Options

Item/Description	Item #	Power Requirements
Fax Option Type M29	418601	N/A


Security & Miscellaneous Accessories

Item/Description	Item #	Power Requirements
ESP XG-PCS-15D	006428MIU	N/A




Main Unit

Main Unit

Item/Description	Item #	Thumbnail
MP 5055 <ul style="list-style-type: none">• Output Speed (Letter): 50-ppm• Recommended Monthly Volume: 15,000 impressions/month• Maximum Monthly Volume: 50,000 impressions/month• Power Requirements: 110-120V, 60Hz, 12A - the required wall outlet is a NEMA 5-15R (receptacle)• Weight: 168.6 lbs. (76.5 kg)• Dimensions include SPDF:<ul style="list-style-type: none">• W x D x H (inches): 23.1 x 26.9 x 37.9• W x D x H (mm): 586.74 x 683.26 x 962.66	417766	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
Paper Feed Unit PB3220 <p>Provides an additional 1,100 sheets.</p> <p>Paper sizes up to 11" x 17".</p> <p>Paper weights up to 80 lb. Bond/166 lb. Index (300 g/m²).</p> <p>Weight: 48.5 lbs. (22 kg)</p> <p>W x D x H (inches): 23.1 x 27 x 9.7</p> <p>W x D x H (mm): 586.74 x 685.8 x 246.38</p> <p>Note: Paper Feed Unit PB3220 cannot be installed with Paper Feed Unit PB3250, Caster Table Type M3, LCIT PB3260, Cabinet Type F, or any related options.</p>	417268	

Output & Finishing Options

Internal

Item/Description	Item #	Thumbnail
------------------	--------	-----------

One-Bin Tray BN3110

Provides an additional output tray above the standard Internal Tray or optional Bridge Unit/Internal Finisher.

Holds 125 sheets.

Allows users to separate print/fax output from copy.

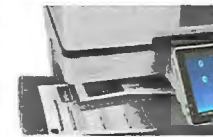
Supports paper sizes up to 11" x 17".

Weight: 3.1 lbs. (1.4 kg)


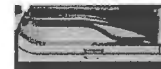
W x D x H (inches): 17.5 x 17.7 x 5.9

W x D x H (mm): 444.5 x 449.58 x 149.86

417585



External

Item/Description	Item #	Thumbnail
<p>Hybrid Finisher SR3210</p> <p>1,000-Sheet Hybrid Finisher.</p> <p>For offices that produce collated and stapled sets of documents, the SR3210 helps shorten production time. It offers 50-sheet, multi-position stapling, mixed-size stapling, optional hole-punching, and shift-sort collating, as well as a staple-less binding capability of up to 5 sheets.</p> <p>Supports paper sizes up to 11" x 17".</p> <p>Weight: 60 lbs. (27 kg)</p> <p>W x D x H (inches): 22.2 x 24.4 x 37.8</p> <p>W x D x H (mm): 563.88 x 619.76 x 960.12</p> <p>Note:</p> <ol style="list-style-type: none">1. Bridge Unit BU3070 or Internal Multi-fold Unit FD3000 must be installed to add this option.2. One of the following Paper Feed Units must be selected to add this finisher: Paper Feed Unit PB3220, LCIT PB3260, or Cabinet Type F.3. Finisher SR3210 cannot be installed with Paper Feed Unit PB3250, Caster Table Type M3, Internal Finisher SR3130, Finisher SR3230, Booklet Finisher SR3220, Booklet Finisher SR3240, or any related options.	417483	
<p>Bridge Unit BU3070</p> <p>A required accessory if the main unit is configured with an external finisher and not with the Internal Multi-Fold Unit FD3000. The Bridge Unit transports pages from the standard exit area into a Finisher for inline stapling or hole-punching.</p> <p>Note:</p> <p>This option or Internal Multi-fold Unit FD3000 must be installed when adding the following items: Finisher SR3210, Finisher SR3230, Booklet Finisher SR3220, or Booklet Finisher SR3240.</p>	417587	

Fax Options

Item/Description	Item #	Thumbnail
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Fax Option Type M29

Installation required to enable fax services: 33.6 kbps, approximately 2 second transmission speed, standard JBIG, and standard 320 pages memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), Fax Forwarding to Email, and Paperless Fax function.

418601

Fax Destination

Enter fax destination with the Numb

► Destination

012015551234

Tone

Pause

Security & Miscellaneous Accessories

Item/Description

Item #

Thumbnail

ESP XG-PCS-15D

Designed to provide a higher level of noise filtering and surge protection for devices that employ more sensitive and complex electronic components.

Our Advanced Technical Support (ATS) recommends the use of power protection products to minimize potential electrical interference with products.

006428MIU



Ricoh is committed to creating value for our customers through the production of top quality products, services and solutions that directly meet the needs of today's communication intensive business environments. As a result, we offer a range of Multifunction products with advanced scanning and printing software options that help boost productivity and improve workflow by enhancing the user experience. Visit Ricoh-USA.com for more information.

We offer a variety of services and solutions to meet diverse and challenging business needs. To find out more information, visit solutions.ricoh-usa.com

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RICOH
imagine. change.



Quote Document for

CITY OF PONTIAC

Date: March 24,2021

<u>Quantity</u>	<u>Item Description</u>	<u>Ext Selling Price</u>
4	RICOH MP5055SP CONFIGURABLE PTO MODEL RICOH MP5055SP BRANDING SET PAPER FEED UNIT PB3220 1 BIN TRAY BN3110 FINISHER SR3210 BRIDGE UNIT BU3070 FAX OPTION TYPE M29	
4	TS NETWORK & SCAN CONNECT - SEG4	
28	TS-TRAINING ON-GOING TRAINING POOL OF HOURS GOOD FOR 60 MONTHS	
		60 month Lease of \$472.54 per month

Technology Service

60 Month Service Term

<u>Quantity</u>	<u>Description</u>	<u>Ext Rate</u>
4	RICOH MP5055SP CONFIGURABLE PTO MODEL	\$0.00
	<i>Includes</i> 0 B&W copies per Quarter per unit overages at \$0.0058 per page 0 color copies per Quarter per unit overages at \$ 0.0000 per page GOLD - includes Parts, Labor, Toner and Staples, excludes Paper	Per Quarter

Reservation of Rights—This quote is based upon the information provided by you, and the assumptions made by us in preparing the information contained herein. While care has been taken to ensure the accuracy of this quote, we make no representations or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions. We recognize your right to negotiate and approve the terms of any resulting contract and we reserve the same right. We also acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. THIS QUOTE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT, NOR SHOULD IT BE CONSTRUED AS, AN OFFER TO SELL/LEASE THE GOODS OR SERVICES LISTED HEREIN.

Rev. 04/13	Quote Number 29129421	Expires on April 30,2021
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#9

RESOLUTION



CITY OF PONTIAC CITY COUNCIL

**RESOLUTION TO APPROVE EXERCISE OF OPTION FOR PURCHASE OF 825
GOLF ROAD**

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held via Zoom on April 6, 2021, the following resolution was offered by _____ and supported by _____.

Whereas, a certain Lease Agreement (with Purchase option) dated July 1, 2018 was entered into between Creative School Solutions Management, LLC as Landlord and the City of Pontiac as Tenant for the 3 year lease by the City of the premises commonly known as 825 Golf Road, and within which the City has operated its youth center (the "Lease") which Lease expires on June 30, 2021; and

Whereas, Section 13 of the Lease grants the City with two options to purchase 825 Golf Drive from the landlord; the first option period began April 1, 2019 and ended June 30, 2019 without the City exercising its option; and the second and final option period commenced January 1, 2021 and ends June 30, 2021 (the "Purchase Option"); and

Whereas, the City's purchase price of 825 Golf Drive during the second option period is **\$2,850,000.00** per Section 13 of the Lease; and

Whereas, it is in the best interests of the City to maintain a youth center for the City's youth to safely and freely congregate and enjoy supervised physical activity; and

Whereas, the purchase of 825 Golf Drive is in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby Authorize the Mayor to submit the required Offer Notice , as set forth in Section 13 of the Lease, to authorize the office of the City Attorney to negotiate a purchase agreement with the landlord consistent with Section 13 of the Lease, and if due diligence reviews do not disclose any serious deficiencies to the building; to close on the purchase of 825 Golf Drive on or before June 30, 2021.

PASSED AND APPROVED BY THE CITY COUNCIL, Pontiac, Michigan, this 6th day of April 2021.

AYES: _____

NAYS: _____

I, Garland Doyle, Interim Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the City of Pontiac on April 6, 2021.

GARLAND DOYLE, City Clerk

Dated: _____, 2021

MEMORANDUM

TO: HONORABLE DEIRDRE WATERMAN, MAYOR
MEMBERS OF PONTIAC CITY COUNCIL

FROM: GEORGE A. CONTIS, ESQ. / REAL ESTATE COUNSEL TO THE CITY OF PONTIAC
GIARMARCO, MULLINS & HORTON, P.C.

RE: PYREC LEASE - OPTION TO PURCHASE

DATE: APRIL 1, 2021

Madame Mayor and Members of City Council:

In 2018 the City entered into a 3 year Lease Agreement ("Lease") with Creative Schools Management LLC ("Landlord") to rent 825 Golf Drive for the use and operation of the Pontiac Youth Recreation Center ("PYREC"). The Lease commenced on **July 1, 2018** and it expires **June 30, 2021**. Dr. Carl Byerly is the Landlord's principal. A copy of the Lease is attached to this memorandum for your reference.

Section 13 of the Lease grants the City with two options to purchase the PYREC facility. The first option period began April 1, 2019 and ended June 30, 2019 without the City exercising its option. The second and final option period commenced January 1, 2021 and ends June 30, 2021 (the "Purchase Option"). The City's purchase price of 825 Golf Drive during the second option period is **\$2,850,000.00**. Council's approval is required to exercise the option to purchase.

At the request of City Administration, several members of the City Attorney's Office reached out to and spoke with Dr. Byerly on no fewer than a half dozen occasions in late 2020 and early 2021, in efforts to secure a short-term or long term extension of the expiring PYREC Lease. Despite our good faith efforts, Dr. Byerly expressed no interest in an extension of the Lease; he appears poised to retire from the Landlord business and intends on selling 825 Golf Drive to third parties who have expressed a desire to redevelop the Property if the City does not exercise its option to purchase.

If Council takes no action to exercise the option to purchase PYREC Dr. Byerly will list 825 Golf Drive for sale with a broker later this month. We are aware of at least two parties who have expressed interest to Dr. Byerly in purchasing 825 Golf Drive and converting the facility to senior housing.

While it is unlikely that a third party sale of 825 Golf Drive can be negotiated and closed before June 30, 2021, the City's occupancy of PYREC cannot be guaranteed after June 30, 2021. More importantly, without purchasing the facility the City would be without a viable recreation center for its youth, as the conversion of other City owned or controlled facilities cannot be facilitated in time and the cost of a complete renovation of those facilities for a youth recreation center far exceed the cost of purchasing 825 Golf Drive.

MEMORANDUM TO MAYOR AND COUNCIL

APRIL 1, 2021

PAGE 2

As a result of several recent discussions and confirming emails with Dr. Byerly, the City Attorney's Office has been able to secure a 21 day extension of the Exercise Notice Period (described and defined below).

Due to the notice requirements set forth in in Section 13 b. of the Lease (the "Exercise Notice"), the latest date that the City may provide its **Exercise Notice** to the Landlord is now **April 22, 2021**.

Should the City elect to exercise its option to purchase, following its timely delivery of its Exercise Notice, the following timeline and obligations are to be followed as modified by the above-referenced extension of the Exercise Notice period:

15 days after Exercise Notice	Landlord and City establish a commercial escrow with a title company of Landlord's choice. Following the preparation of the Option Purchase Agreement (discussed below) the title company will issue a title insurance commitment insuring title to the PYREC Facility which will be marked-up for the benefit of the City at Closing..
15 days after Exercise Notice	Complete the good faith negotiation of the Option Purchase Agreement not later than this date. The Option Purchase Agreement shall include a 30 day inspection period for the City to conduct inspections, environmental testing or obtain surveys and require the City's Deposit of the sum of \$300,000.00 with the title company.
15 days after Exercise Notice	The \$300,000.00 Deposit must be tendered to the Title Company on or before this date. The Deposit is refundable until the 30 day inspection period expires.
45 days after Exercise Notice	All inspections of the PYREC facility are completed by this date and he City either terminates the Option Purchase Agreement or proceeds to purchase the PYREC Facility.
46 days after Exercise Notice the Closing Date is established (in all events closing occurs on or before June 30, 2021)	The closing on the purchase of the PYREC Facility is consummated. The Lease is terminated on the Closing Date.
On or before the Closing Date	Landlord and the City enter into an Easement and Maintenance Agreement to create parking and ingress / egress rights over 819 Golf Drive for the benefit of PYREC.

I would be happy to discuss the contents of this Memorandum at Council's next regularly scheduled meeting on Monday March 30.

**LEASE AGREEMENT
(WITH PURCHASE OPTION)**

This Lease (hereinafter called the "Lease" or the "Agreement") is entered into as of the 1st day of July 2018, by and between Creative Schools Management, LLC located at 819 Golf Drive, Pontiac, MI (herein called "Lessor") and the City of Pontiac located at 47450 Woodward Ave., Pontiac, MI (herein called "Lessee");

WITNESSETH: Lessor and Lessee agree as follows:

THE LEASED PREMISES

Subject to the terms of this Lease, during the Term, Lessor hereby does let and lease to Lessee the entire property known as **825 Golf Drive, Pontiac, MI 48341** (the "Building"), including, without limitation, the land and all improvements located thereon (along with the Building, the "Premises"). The definition of "Premises" also includes the use of the personal property items listed in the attached **Exhibit A**. Further, the leased Premises also includes the right of Lessee and its visitors to use the ingress/egress road which traverses the Adjacent Parcel (as defined below), and the entire parking lot servicing the Premises and the Adjacent Parcel. A drawing of the Premises, the Adjacent Parcel, the ingress/egress road, and the parking lot servicing the Premises and Adjacent Parcel is attached hereto as **Exhibit B**.

OCCUPANCY

Lessee is to have full and exclusive occupancy of the Premises (except to the extent the ingress/egress road and parking lot are shared with the Adjacent Premises). No other tenants will have any right to occupy the Premises (except to the extent the ingress/egress road and parking lot are shared with the Adjacent Premises)

LESSEE'S UTILITIES / MAINTENANCE

Lessee shall pay all charges for gas, water, sewer, electricity and heating service and all other utilities and services to the Premises (including monthly monitoring costs by ADT).

Lessee shall be responsible for maintenance, repair and replacement of the Building from the interior walls in, including custodial services, supplies, trash removal, a dumpster and disposal.

Lessee shall be responsible for contracting for maintenance of the lawn and landscaping of the leased Premises.

Lessee shall be responsible for snow and ice removal from the pavement, driveways, walkways and parking lots of the leased Premises, along with the shared ingress/egress road servicing the Premises and the Adjacent Parcel. Lessor grants to Lessee an easement over, on, and to the ingress/egress road for the purpose of complying with the maintenance requirements in this paragraph, and also for the purpose of permitting (but not requiring) Lessee to remove snow and ice from the parking lot at the Adjacent Parcel. Lessee's obligation to remove snow and ice from

the ingress/egress road shall cease if Lessor is no longer the owner of the Adjacent Parcel. If the Adjacent Parcel is leased to a third party tenant during the Term, that tenant shall have the obligation to remove snow and ice from the ingress/egress road and from the parking lot at the Adjacent Parcel.

Lessee shall be responsible for payment of regular, scheduled maintenance and minor repairs (\$2,000.00 or less per repair) of the HVAC/boiler units servicing the Building.

The foregoing, collectively, is referred to as Lessee's "Maintenance Obligations."

LESSOR'S MAINTENANCE

Except for the Maintenance Obligations, Lessor shall be responsible for the payment of all sums, and the maintenance, repair, and replacement of the Building and Premises, including, but not limited to the following:

Lessor shall be responsible for the payment of all costs to insure the Building and Premises (copies of policies and certificates shall be made available to Lessee).

Lessor shall be responsible for maintenance, repair, and replacement of the exterior walls of the Building, the roof, and any plumbing or utility lines servicing the Premises from the boundary of the Premises to the point of attachment on or in the Building.

Lessor shall be responsible for major repairs and replacement of the boiler unit servicing the Premises, if necessary.

TERM

The term of this Lease (the "Term") shall commence on **July 1, 2018** ("Commencement Date") and expire on **June 30, 2021** ("Expiration Date").

USE

The leased Premises are to be used and occupied for the purpose of operating a youth educational and recreational facility, and services and purposes reasonably ancillary thereto.

1. Lessee's Obligations

The Lessee hereby hires the leased Premises for the Term, and covenants:

a. Rent

(1) **Base Rent.** Commencing on the Commencement Date and continuing thereafter on or before the first day of each and every successive calendar month during the Term, Lessee shall pay to Lessor, in advance on the first day of each month, without further notice or demand and without offset, rebate, credit or

deduction for any reason whatsoever, the monthly installments of rent as follows ("Base Rent"): \$26,000. Total of annual base rent is \$312,000.00.

Base Rent and all other Rent due hereunder shall be paid to Lessor, without deduction or offset, in lawful money of the United States of America. Lessee shall pay the first full month of Base Rent to Lessor upon the mutual execution of this Lease.

(2) **Additional Rent.** In addition to Base Rent, Lessee covenants and agrees to pay as "Additional Rent," and without deduction or offset, all other sums payable under this Lease which, for the avoidance of doubt, are: (i) the Maintenance Obligations, (ii) the Reimbursable Expenses (as defined below), (iii) any late fees or interest charges, and (iv) any alterations to the Premises, as permitted hereunder. Base Rent and Additional Rent are sometimes referred to collectively herein as "Rent." Unless otherwise provided herein, items of Additional Rent shall become due and payable within five (5) days following written demand from Lessor.

(3) **General.** If at any time payment of the monthly rental amount reserved under this Section is more than five (5) days past due, Lessee shall pay Lessor a late fee in the amount of ten percent (10%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment. In the event that any monthly rental payment is more than ten (10) days past due, in addition to the late fee, Lessee shall pay Lessor interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies.

All checks shall be payable to "Creative Schools Management, LLC" and shall be mailed to:

Dr. Carl Byerly
4759 Owasco Court
Clarkston, MI 48348

- b. To use and occupy the leased Premises only for the purposes for which they are intended as per this Lease Agreement.
- c. To comply promptly, at Lessee's sole cost, with all lawful laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities affecting the leased Premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended.
- d. To observe all reasonable regulations and requirements of insurance underwriters concerning the use and condition of the leased Premises tending to reduce fire

MEMORANDUM TO MAYOR AND COUNCIL

APRIL 1, 2021

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hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the Premises. In addition, Lessee shall not allow the leased Premises to be used for any improper, immoral, or unlawful purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the leased Premises.

- e. Lessee shall keep the leased Premises in a clean, sanitary and safe condition at all times.
- f. If the nature of the Lessee's business requires licensure, Lessee shall keep in effect a valid license to operate the leased Premises for that purpose and provide Lessor with a current copy of the required license.
- g. By accepting delivery of the Premises, Lessee accepts the Premises as suitable for Lessee's intended use and as being in good and sanitary operating order, condition and repair, AS IS, and without representation or warranty by Lessor as to the condition, use or occupancy which may be made thereof (except as may be provided herein). Any exceptions to the foregoing must be by written agreement executed by Lessor and Lessee. Lessee acknowledges that neither Lessor nor any agent nor any employee of Lessor has made any representations, warranty, estimation or promise of any kind or nature whatsoever relating to the physical condition of the Premises, including, by way of example only, the fitness of the Premises for Lessee's intended use or the actual dimensions of the Premises and Lessee expressly warrants and represents that Lessee has relied solely on its own investigation and inspection of the Premises in its decision to enter into this Lease and let the Premises in an "AS-IS" condition.
- h. Lessee shall be liable for and shall pay directly to the taxing authority, prior to delinquency, all taxes levied against Lessee's personal property. If any alteration installed by Lessee or any of Lessee's personal property is assessed and taxed with the Premises, Lessee shall pay such taxes to Lessor within ten (10) days after delivery to Lessee of a statement.
- i. In connection with its operation of the Premises during the Term, Lessee shall:
 - a. Utilize the Premises for education and enrichment programming, whether produced by Lessee or by a third party ("Programming");
 - b. Ensure that the Premises offers Programming by or through an organization that is recognized as a school by the State of Michigan, Department of Education;
 - c. Offer Certificates of Completion for Programming produced by Lessee; and
 - d. Ensure that Programming is performed by instructors of appropriate training and qualification (and, where applicable, with certification as may be required by the State of Michigan, Department of Education).Except as set forth immediately above (or elsewhere in this Lease), Lessee shall have no particular obligations regarding the operation of the Premises.

2. **Lessor's Obligations**

The Lessor covenants that the Lessee, on payment of the Rent at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the leased Premises for the Term.

3. **Insurance and Indemnity**

a. **Indemnification/Liability:**

- (i) Lessee shall indemnify, defend (using counsel satisfactory to Lessor in its sole discretion) and hold harmless Lessor, and its affiliates, and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the leased Premises, (iii) use or misuse of any portions of the leased Premises by the Lessee or any of Lessee's respective agents, contractors, employees, visitors, and invitees, or (iv) Lessee's failure to perform its obligations under this Lease. The obligations of Lessee under this Section arising by reason of any occurrence taking place during the Term of this Lease shall survive any termination of this Lease.

Lessor shall indemnify, defend (using counsel satisfactory to Lessee in its sole discretion) and hold harmless Lessee, and its affiliates, and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the leased Premises which is caused by Lessor or its agents (in whole or in part), or (ii) Lessor's failure to perform its obligations under this Lease. The obligations of Lessor under this Section arising by reason of any occurrence taking place during the Term of this Lease shall survive any termination of this Lease.

The Lessor will procure and keep in effect during the Term hereof commercial general liability insurance on an occurrence basis with limits of at least **Two Million Dollars (\$2,000,000.00) per occurrence**, with a **Two Million Dollar (\$2,000,000.00) annual general aggregate**. Such policy shall include coverage for bodily injury, property damage, Premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease.

b. **Commercial Property Insurance:**

Lessor shall procure and pay for commercial property insurance for protection against perils included within the standard form of "all-risks" fire and casualty insurance policy on the Building in an amount not less than one hundred percent (100%) of its full replacement value from time to time during the Term.

c. Contents/Lessee Improvements:

Lessee shall be responsible for securing any insurance it deems advisable on its personal property, Lessee improvements, or for business interruption, and Lessor shall have no liability with respect to any loss which might have been covered by such insurance.

4. Alterations

Lessee may make no alterations, additions, or improvements to the leased Premises without the Lessor's prior written consent (which shall be given promptly, and not unreasonably withheld); *provided*, however, that Lessor shall be permitted to maintain the Premises in conformance with the requirements of this Lease, and Lessee shall be permitted to make *de minimus* alterations, additions, or improvements to the Premises (less than \$5,000.00 per occurrence). Notwithstanding the foregoing, no structural changes to the Premises shall be made without the Lessor's prior written consent (which shall be given promptly, and not unreasonably withheld). All such alterations, additions and improvements shall be at the expense of the Lessee and Lessee hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the leased Premises, said improvements, additions and alterations shall, at Lessor's option, become the property of the Lessor. Lessee shall promptly remove all such alterations, additions and improvements required by Lessor to be removed and Lessee shall restore the Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the leased Premises made or placed by Lessee upon the leased Premises shall be the property of the Lessee, and the Lessee shall be permitted to remove the same at the end of the Term of this Lease, and Lessee agrees to repair any damage to the Premises or the Building incurred thereby.

If Lessor consents to Lessee's performance of any alteration or addition to the leased Premises ("Work"), Lessee shall ensure that the Work shall be made in accordance with all applicable laws, regulations and the building codes, in a good and workmanlike manner and in quality reasonably satisfactory to Lessor. In addition, prior to commencement of any Work, Lessee must submit to Lessor for approval, which approval Lessor may withhold in its sole and absolute discretion:

- (i) a complete set of plans and specifications prepared and sealed by a registered architect or engineer;
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems; and

- (iii) a list of the contractors and subcontractors (together, "Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Lessor may reasonably require.

Lessor's approval of the foregoing items (i) through (iii) shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities.

No person shall be entitled to any lien on the leased Premises because of any labor or material furnished to Lessee in connection with any alterations or improvements by Lessee, and nothing in this Lease shall be construed to constitute a consent by Lessor to the creation of any lien. If any lien is filed against the leased Premises as a result of a claim against Lessee for labor or material furnished to Lessee, Lessee shall cause the lien to be discharged of record within fifteen (15) days after filing, or notify the Lessor that there exists a good faith dispute concerning the lien for which Lessee is diligently pursuing resolution. If Lessee fails to cause the lien to be discharged within such time (or fails to notify Lessor of a good faith dispute), Lessor may, without the obligation to do so, payoff the lien and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Lessee shall indemnify Lessor from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

In the event Lessee fails to reimburse Lessor within thirty (30) days after receipt of Lessor's demand for reimbursement for any Lien Expense incurred by Lessor with respect to any lien ("Delinquency Date"), Lessee shall be required to pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until Lessor receives such reimbursement, in addition to the amount of such Lien Expense, a late fee in the amount of five percent (5%) of the outstanding amount of the Lien Expense. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies.

5. **Eminent Domain**

If fifty percent (50%) or more of either the Premises is permanently taken for any public or quasi-public purpose by any lawful governmental power or authority, by exercise of the right of appropriation, inverse condemnation, condemnation or eminent domain, or sold to prevent such taking (each such event being referred to as a "Condemnation"), Lessor may, at its option, terminate this Lease as of the date title vests in the condemning party. If fifty percent (50%) or more of the Premises is taken and if the Premises remaining after such Condemnation, Lessee shall have the right to terminate this Lease as of the date title vests in the condemning party. If either party elects to terminate this Lease as provided herein, such election shall be made by written notice to the other party given within thirty (30) days after the nature and extent of such Condemnation have been finally determined. If neither Lessor nor Lessee elects to terminate this Lease to the extent permitted above, Lessor shall promptly restore the Premises, to the extent of any Condemnation award

received by Lessor, to substantially the same condition as existed prior to such Condemnation, allowing for the reasonable effects of such Condemnation, and a proportionate abatement shall be made to the Base Rent and all other sums owed hereunder corresponding to the time during which, and to the portion of the floor area of the Premises (adjusted for any increase thereto resulting from any reconstruction) of which, Lessee is deprived on account of such Condemnation and restoration, as reasonably determined by Lessor. Except as expressly provided in the immediately preceding sentence with respect to abatement of Base Rent, Lessee shall have no claim against Lessor for, and hereby releases Lessor and Lessor's agents from responsibility for and waives its entire claim of recovery for any cost, loss or expense suffered or incurred by Lessee as a result of any Condemnation, whether permanent or temporary, or the repair or restoration of the Premises following such Condemnation, including any cost, loss or expense resulting from any loss of use of the whole or any part of the Premises and/or any inconvenience or annoyance occasioned by such Condemnation, repair or restoration.

Lessor shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with any Condemnation, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease or otherwise; provided, however, that Lessee shall be entitled to receive any award separately allocated by the condemning authority to Lessee for Lessee's relocation expenses or the value of Lessee's property (specifically excluding fixtures, alterations and other components of the Premises which under this Lease or by law are or at the expiration of the Term will become the property of Lessor), provided that such award does not reduce any award otherwise allocable or payable to Lessor.

6. Taxes

Any real property taxes assessed against the leased Premises shall be paid by Lessor; provided, however, that if the Premises loses its status as a school, and as a result, loses any favorable tax exemptions, the parties agree to split the cost of any increase in real property taxes (however, Lessee's contribution shall be capped at \$5,000.00 per year).

7. Assignment and Subletting

Lessee covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Lessor, which consent shall be given promptly and shall not be unreasonably withheld. The consent by Lessor to an assignment or subletting shall not in any way be construed to release Lessee from obtaining the express consent of the Lessor to any further assignment or subletting of any part of the leased Premises nor shall the collection of rent by Lessor from any assignee, sub-lessee or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, sub-lessee or occupant as a lessee hereunder or a release of Lessee from the further performance by Lessee of the covenants in this Lease on Lessee's part to be performed. Whether or not Lessor consents to any proposed assignment or

sublease, Lessee shall pay Lessor's reasonable attorneys' fees and costs incurred by Lessor (not to exceed \$1000) in evaluating any proposed assignment or sublease within thirty (30) days after written request by Lessee. Notwithstanding the foregoing, Lessee shall be permitted to assign or sublet space at the Premises to such of its affiliates or partners as might be necessary in order to comply with requirements of Section 1(i).

Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Lessor to withhold consent to any proposed assignment or sublease where one or more of the following apply: The transferee intends to use the Premises for purposes which are not permitted under this Lease; the transferee is a governmental agency or an instrumentality thereof (other than the City of Pontiac, Michigan); or the transferee is not a party of sufficient financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the transfer on the date consent is requested.

For purposes of this Lease, an assignment shall also include (i) if Lessee is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of fifty percent (50%) or more of the partners, or transfer of fifty percent (50%) or more of partnership interests, within a twelve (12)-month period, or the dissolution of the partnership without immediate reconstitution thereof, and (ii) if Lessee is a closely held corporation (*i.e.*, whose stock is not publicly held and not traded through an exchange or over the counter), (A) the dissolution, merger, consolidation or other reorganization of Lessee or (B) the sale or other transfer of an aggregate of fifty percent (50%) or more of the voting shares of Lessee (other than to immediate family members by reason of gift or death), within a twelve (12)-month period, or (C) a mortgage, hypothecation or pledge which results in a change in control of an aggregate of fifty percent (50%) or more of the voting shares of Lessee.

8. Default

The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a breach of this Lease by Lessee:

- a. if Lessee shall fail to pay rent or any other sum when and as the same becomes due and payable;
- b. if Lessee shall fail to perform or observe any other term hereof to be performed or observed by Lessee under this Lease;
- c. if Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;

- d. if this Lease or any estate of Lessee hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) days;
- e. if Lessee vacates, abandons or deserts the leased Premises or Lessee fails to fully occupy the leased Premises for more than thirty (30) consecutive days; or
- f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Lessee's use and/or occupancy of the leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.

Upon the occurrence of an Event of Default: (i) for an Event of Default under 8a, Lessor shall provide Lessee with written notice of said Event of Default, and Lessee shall have seven (7) days to cure same; (ii) for an Event of Default under 8a through 8f, Lessor shall provide Lessee with written notice of said Event of Default, and Lessee shall have thirty (30) days to cure same (unless a cure cannot reasonably be effectuated in 30 days, in which case the time to cure shall be extended for a reasonable amount of time; provided, however, that Lessee is diligently pursuing a cure).

9. **Remedies**

Upon the occurrence of an uncured Event of Default, in addition to any other remedies which may be available to Lessor, Lessor may, at his option, after providing to Lessee any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Lessor's termination, but Lessee shall remain liable for any damages Lessor may incur by reason of any default of the Lessee to comply with the terms and conditions of this Lease; and/or
- b. Either with or without terminating this Lease, Lessor may immediately or at any time after the uncured Event of Default or after the date upon which this Lease shall expire, reenter the leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefore), and may repossess the leased Premises and remove any and all of Lessee's property and effects from the leased Premises; and/or
- c. Either with or without terminating this Lease, Lessor may relet the whole or any part of the leased Premises from time to time, either in the name of Lessor or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Lessor, in its sole discretion, may determine. In the event of any such reletting, Lessor shall not be liable for the failure to collect any rental due upon any such reletting, and no

such failure shall operate to relieve Lessee of any liability under this Lease or otherwise to affect any such liability; and Lessor may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the leased Premises as Lessor, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Lessee of any liability under this Lease or otherwise affecting such liability; provided, however, that Lessor shall, at all times, make a commercially reasonable effort to mitigate its damages; and/or

- d. Accelerate all Rent due for the balance of the Term of this Lease and declare the same to be immediately due and payable; and/or
- e. Lessor shall have the right to recover all amounts payable by Lessee hereunder as they become due and all other damages incurred by Lessor as a result of an uncured Event of Default including, without limitation, attorney's fees and costs; and/or
- f. Lessor may exercise any other right or remedy available at law or in equity.

10. Controlling Law; No Other Lease or Representatives

This Lease shall be governed by the laws of the State of Michigan. There are no understandings, Leases, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Lease or any real or personal property leased hereunder.

11. Non-Waiver; Modifications

No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

12. Notices

Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally, sent by registered or certified mail, with postage prepaid, or sent by Federal Express or other similar next business day air courier. Notice shall be deemed given upon personal delivery or one (1) business day following deposit with an air courier to the address of Lessor or Lessee, as the case may be, as stated below, or such other address as either of

the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Lessor at:

Dr. Carl Byerly
4759 Owasco Court
Clarkston, MI 48348

To the Lessee at: **The Premises**

With a required copy to:

Paul A. Thursam, Esq.
Giarmarco, Mullins & Horton, P.C.
101 W. Big Beaver Rd., Suite 1000
Troy, MI 48064

13. **Purchase Option**

Lessor hereby grants Lessee an option to purchase the Premises (the "**Purchase Option**") during the periods commencing as of April 1, 2019 and ending on June 30, 2019, and commencing as of January 1, 2021 and ending on June 30, 2021 (each an "**Option Period**"), on the terms and conditions set forth herein.

a. **Consideration.** The consideration for the Purchase Option will be the execution of this Lease. The parties expressly acknowledge and agree that such consideration is of significant value and that, based upon such adequate consideration, the Purchase Option is valid and fully enforceable.

b. **Limitation on Option/Exercise of Option to Purchase.** The Purchase Option shall be valid only if, at the time of exercise of the Purchase Option and as of the Close of Escrow (defined below), Lessee is not then in default under the Lease (following any applicable notice and cure period). If such condition is met (or expressly waived by Lessor), Lessee may, subject to the provisions of this Section, purchase the Premises by delivering to Lessor not more than two hundred seventy (270) days and not less than ninety (90) days advance written notice prior to the date selected by Lessee for the purchase of the Premises of the election to purchase ("**Exercise Notice**") in accordance with the notice provisions set forth herein. For clarity, the date selected by Lessee for the purchase of the Premises must occur during the Option Period.

c. **Purchase Price.** The purchase price for the Premises under the Purchase Option dated April 1, 2019 and ending on June 30, 2019 is \$3,150,000.00. The purchase price for the Premises under the Purchase Option dated January 1, 2021 and ending on June 30, 2021 is \$2,850,000.00 (each a "**Purchase Price**", as applicable). The Purchase Price will be paid, in full, in cash at Close of Escrow (as hereafter defined).

d. Escrow. Within thirty (30) days of the Exercise Notice, the parties will open escrow with the commercial escrow office of Lessor's choice ("**Escrow Holder**"). Lessor and Lessee will execute and deliver to Escrow Holder, in a timely manner, all escrow instructions and other documents reasonably necessary to consummate the transaction contemplated by the exercise of this Purchase Option.

e. Title. On the Closing, Lessor will convey title to the Premises together with all appurtenances, easements, development rights, contract rights, permits, tangible and intangible property relating to the Premises, mineral, oil, gas and other hydrocarbon substances on, in or under the land, and all air and water rights, beneficial easements, and rights of way pertaining thereto by good and sufficient Warranty deed, along with a bill of sale in the form and containing warranties in accordance with the customs in the County in which the Premises is located (the "**County**"), free and clear of all liens and encumbrances (except as waived by Lessee), but otherwise in its AS IS, WHERE IS, condition. Current real property taxes shall be prorated on a due date basis as of midnight on the date of Closing, as though said taxes were paid in advance.

f. Costs and Expenses. Any costs incurred through Escrow shall be allocated to Lessor or Lessee hereunder in the manner customary in the County. Lessor shall be responsible for payment of any transfer taxes, and for the cost of the title policy, conveying title to the Premises in the condition required in the Option Purchase Agreement (defined below) which, at a minimum, shall include: (i) a policy amount not less than the Purchase Price, and (ii) a policy delivered without standard exceptions (except as may be waived by Lessee).

g. Close of Escrow. For purposes of this Agreement, "**Closing**" and "**Close of Escrow**" will be defined as the date that the deed conveying title to the Premises is delivered to Lessee.

h. Execution of Option Purchase Agreement. Within thirty (30) days after the Exercise Notice, Lessor and Lessee shall negotiate in good faith and enter into a purchase agreement completed in accordance with this Section ("**Option Purchase Agreement**"). The amount of deposit shall be Three Hundred Thousand Dollars (\$300,000.00). The Option Purchase Agreement shall permit Lessee, within a 45-day period, to conduct due diligence of the Premises, title, environmental, survey, and any other matters customary for the purchase of real property, and the deposit shall be refundable to Lessee until the time for due diligence investigation expires.

i. Termination of Lease on Close of Escrow. After the delivery of the Exercise Notice, this Lease will continue in full force and effect until the Close of Escrow, and on the Close of Escrow, this Lease will terminate and the parties will be released from all future liabilities and obligations accruing under this Lease, except those which, by the provisions of this Lease, expressly survive the expiration or termination of the Term. Notwithstanding anything to the contrary contained in this Lease or the definitive purchase agreement, if the Close of Escrow is not consummated for any reason, including

default by Lessee, this Lease will remain in full force and effect. If the Close of Escrow is not consummated on account of a default by Lessee hereunder or under the Option Purchase Agreement, then for the avoidance of doubt, Lessee's right to the applicable Purchase Option shall automatically extinguish.

j. Memorandum of Option. Lessee shall be permitted, at its expense, to prepare and record with the appropriate Register of Deeds office a Memorandum of Option memorializing the agreements of the parties set forth in this Section. Any such recording shall not reference the Purchase Price.

k. Easement and Parking. Lessor is the owner of the immediately adjacent parcel, 819 Golf Drive (the "Adjacent Parcel"). As part of the consummation of the Purchase Option, Lessor and Lessee agree to execute an Easement and Maintenance Agreement that will provide, among other terms: (i) that Lessee shall be granted a perpetual, non-exclusive easement over the ingress/egress servicing the Premises, and the cost of maintaining the easement shall be shared by the Lessee and the owner of the Adjacent Parcel; and (ii) the creation of an perpetual, non-exclusive easement over and on the parking lot shared by the Premises and the Adjacent Parcel, which easement shall permit the visitors of both parcels to park anywhere on the parking lot (but maintenance shall not be shared; the parcels shall be responsible for the maintenance and repair of their respective portions of the parking lot). The Easement and Maintenance Agreement shall be recorded at Lessee's expense at the Close of Escrow. Lessor shall not sell, assign, or otherwise transfer any ownership in or to the Adjacent Parcel unless and until the Easement and Maintenance Agreement shall be prepared and recorded.

14. Damage / Destruction

If the Premises is damaged in whole or part by fire or other insured casualty, Lessor will give Lessee notice of the time which will be needed to repair such damage, as determined by Lessor in its sole discretion, and the election (if any) which Lessor has made according to this Section. Such notice will be given no later than the forty-fifth (45th) day (the "Notice Date") after the fire or other insured casualty.

a. If the Premises is damaged in whole or part by fire or other insured casualty to an extent which may be repaired within ninety (90) days after the commencement of repair, as determined by Lessor, Lessor will repair the damage to the extent of available insurance proceeds. In that event this Lease will continue in full force and effect except that Base Rent will be abated on a pro rata basis from the date of the fire or other insured casualty until the date of the substantial completion of such repairs (the "Repair Period") in proportion to the rentable square footage of the Premises which Lessee is unable to use during the Repair Period. There will be a similar abatement in the event the Building is not repaired to substantially the same condition as before the damage. Notwithstanding the foregoing, Lessor shall not be obligated to repair any damage which occurs within the last twenty-four (24) months of the Term, and if Lessor so elects not to repair, this Lease shall terminate on the Notice Date; provided, however, that Lessee shall automatically be granted a Purchase Option exercisable within seven

(7) days of receiving written notice of Lessor's election not to repair.

b. If the Premises is damaged in whole or part by fire or other insured casualty to an extent which may not be repaired within ninety (90) days after the commencement of repair with available insurance proceeds, but which may be repaired within one hundred eighty (180) days after the commencement of repair with available insurance proceeds, as determined by Lessor, then, at Lessor's option, Lessor may repair such damage to the Premises. If Lessor elects to repair such damage, Base Rent will be abated during the Repair Period in proportion to the rentable square footage of the Premises which Lessee is unable to use during the Repair Period. There will be a similar abatement in the event the Building is not repaired to substantially the same condition as before the damage. If Lessor does not elect to repair such damage, this Lease will terminate on the Notice Date.

c. If the Premises is damaged in whole or part by fire or other insured casualty to an extent which cannot be repaired within one hundred eighty (180) days after the commencement of repair with available insurance proceeds, as determined by Lessor, then Lessor may cancel this Lease as of the date of such damage by written notice given to Lessee on or before the Notice Date. If the Premises is damaged in whole or part by fire or other insured casualty to an extent which cannot be repaired within one hundred eighty (180) days after the commencement of repair, as determined by Lessor, then Lessee may cancel this Lease as of the date of such damage by written notice given to Lessor within ten (10) days after Lessor's delivery of a notice that the repairs cannot be made within such one hundred eighty 180 days. If neither Lessor nor Lessee so elects to cancel this Lease, Lessor will repair the Premises, and Base Rent will be abated during the Repair Period in proportion to the rentable square footage of the Premises which Lessee is unable to use during the Repair Period. There will be a similar abatement in the event the Building is not repaired to substantially the same condition as before the damage.

d. Notwithstanding the provisions of subsections (a), (b) or (c) above, (i) if the proceeds of insurance are insufficient to pay for the repair of any damage to the Premises, or if the Premises is damaged in whole or in part by an uninsured casualty, Lessor will have the option to repair such damage or terminate this Lease as of the date of such casualty by written notice to Lessee on or before the Notice Date; and (ii) if any such damage by fire or other casualty is the result of the willful misconduct, negligence or wrongful failure to act of Lessee or Lessee Parties, there will be no abatement of Base Rent as otherwise provided for in this Section, and Lessee shall pay, at Lessee's sole cost and expense, to Lessor upon demand, the difference between the cost of repairing the damage and the insurance proceeds received by Lessor, and Lessee shall not have any right to terminate this Lease. Lessor shall be deemed to have complied with the requirements of this Section as to the time of completion of repairs so long as Lessor makes diligent effort to complete the repairs in a reasonable amount of time. Lessor shall not be liable to Lessee or its employees, agents, contractors, invitees or customers for loss or damage to merchandise, tenant improvements, fixtures, automobiles, furniture, equipment, computers, files or other property located at the Premises (except

for Lessor's indemnification obligations set forth in Section 3). Lessee shall repair or replace all of Lessee's property and any Alterations at Lessee's sole cost and expense to the extent of insurance proceeds. Lessee acknowledges that it is Lessee's sole responsibility to obtain adequate insurance coverage to compensate Lessee for damage to Lessee's property and Alterations.

15. **Successors and Assigns**

This Lease and each of the covenants, conditions, and Leases contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, subject to the provisions as to assignment, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

16. **No Representations**

Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements on the Premises. This Lease is not made in reliance upon any representation whatsoever, except as may be provided herein.

17. **Security Deposit**

The Lessor herewith acknowledges the receipt of 1 month of rent (\$25,000.00), which he is to retain as security for the faithful performance of all of the covenants, conditions, and terms of this Lease, but in no event shall the Lessor be obliged to apply the same upon rents or other charges in arrears or upon damages for the Lessee's failure to perform said covenants, conditions, and terms; the Lessor may so apply the security at his option; and the Lessor's right to the possession of the Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Lessor holds this security. The said sum, if not applied toward payment of rent in arrears or toward the payment of damages suffered by the Lessor by reason of the Lessee's breach of the covenants, conditions, and Leases of this Lease, is to be returned to the Lessee when this Lease is terminated, according to the terms, but in no event is the said security to be returned until the Lessee has vacated the Premises and delivered possession to the Lessor. In the event that the Lessor repossesses himself of the leased Premises because of the Lessee's default or because of the Lessee's failure to carry out the covenant, conditions, and terms of this Lease, the Lessor may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Lessee's default or breach. The Lessor shall not be obliged to keep the said security as a separate fund, but may mix the said security with its own funds nor shall Lessor be required to obtain or account for any interest on said funds.

18. **Headings**

The headings of this Lease are for purposes of reference only and shall not limit or define

the meaning of any provisions of this Lease.

19. **Hazardous Materials**

- a. Lessee shall be fully responsible, at its own expense, for compliance with all laws and/or regulations governing the handling of Hazardous Materials or other substances used or stored on the Premises in connection with Lessee's business conducted therein. All hazardous or potentially Hazardous Materials shall be stored in proper containers and shall be further protected against spills by secondary containment facilities. Lessee shall not spill, introduce, discharge or bury any Hazardous Materials, substance or contaminant of any kind in, on, or under the Premises or any portion thereof or any adjacent Premises or into the ambient air. Lessee shall not permit the discharge of any Hazardous Materials into the sanitary or storm sewer or water system serving the Premises or any adjacent Premises or into any municipal or other governmental water system or storm and/or sanitary sewer system. Lessee shall employ all appropriate safeguards and procedures necessary or appropriate to protect such systems from contamination. Lessee shall undertake, at its expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting Lessee's other indemnity or insurance obligations under this Lease. Lessee shall indemnify and hold harmless Lessor from and against all liability whether direct, indirect, consequential or otherwise, arising from any incident or occurrence on or about the Premises or any adjacent Premises pertaining to Hazardous Materials which results from the acts or omissions of Lessee, its agents, employees or invitees, during the Term hereof. The obligations of Lessee under this section shall survive the termination of this Lease.
- b. "Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, regulated substances, hazardous or toxic substances, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act or the Michigan Environmental Response Act, and the regulations adopted and publications promulgated pursuant thereto, all as amended.

20. **Asbestos**

Lessee understands and agrees that it is Lessee's obligation to comply with those portions of Michigan's Asbestos in Educational Facilities Act ("AEFA"), the Federal Asbestos Hazard Emergency Response Act ("AHERA"), the Federal Occupational Safety and

Health Act ("OSHA") and the Michigan Occupational Safety and Health Act ("MIOSHA") which apply to it, including any and all regulations promulgated thereunder regulating asbestos-containing materials in any fashion whatsoever (collectively, the "Asbestos Regulations") with respect to the leased Premises. All obligations of Lessee under the Asbestos Regulations shall be performed by asbestos abatement contractors or such other persons as are trained and licensed to inspect, evaluate and abate asbestos-containing materials, or those materials that are suspected or presumed to contain asbestos. Lessee hereby indemnifies, defends and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Lessee's failure to comply with this Section and/or the Asbestos Regulations. Lessor represents and warrants that, as of the date of this Lease, the Building is in compliance with the Asbestos Regulations. Lessor hereby indemnifies, defends and holds Lessee harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Lessor's breach of the foregoing sentence.

21. Signs

Lessee has permission to erect an exterior sign on the property of the leased Premises advertising the Lessee's intended use. The size, type, design, legend, and location must be in compliance with all applicable laws and restrictions of record, including but not limited to, all applicable city ordinances. Lessee hereby acknowledges and agrees to maintain, at Lessee's sole cost and expense, any sign erected by Lessee pursuant to this Section in good repair and working order at all times. In addition, Lessee hereby agrees to indemnify, defend and hold Lessor harmless (using counsel of Lessor's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Lessee on the leased Premises or the maintenance thereof.

22. Lessor's Cure

All covenants, terms and conditions to be performed by Lessee under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of rent. If Lessee shall fail to pay any sum of money, other than the payment of Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as in this Lease provided. Lessee shall reimburse all sums so paid by Lessor and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Lessor ("Delinquency Date") of the amount due. In the event Lessee fails to reimburse Lessor after receipt of Lessor's demand for Reimbursable Expenses, Lessee shall be required to pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until Lessor receives such reimbursement, in addition to the amount of such costs, a late fee in the amount of ten percent (10%) of the outstanding amount of the cost. Acceptance of the late fee or interest under this Section shall in no event constitute a

waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies.

All Reimbursable Expenses shall be deemed Additional Rent, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of rent.

23. **Lessor's Rights and Non-liability**

- Lessor shall have the right from time to time, with at least 24-hours notice to Lessee, to inspect the leased Premises to confirm Lessee's compliance with this Lease.
- Lessor shall not be responsible or liable to Lessee for:
 - any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining parcels; or
 - any loss or damage resulting to Lessee or its property from theft or a failure of the security systems, if any, in the structures or improvements on the leased Premises; or
 - or any damage or loss of property within the leased Premises from any cause other than solely by reason of the willful acts or omissions of Lessor or its agents, or Lessor's default under this Lease beyond any applicable cure period, and no such occurrence shall be deemed to be an actual or constructive eviction from the leased Premises or result in an abatement of rents.

If Lessor shall fail to perform any covenant, term or condition of this Lease upon Lessor's part to be performed, Lessee shall give Lessor notice of such default and ten (10) days in which to cure such default; provided, if such cure cannot be reasonably completed within such 10-day period, then Lessor shall have such additional time as necessary to cure so long as Lessor commences to cure within such 10-day period and diligently prosecutes such cure to completion. If as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only against the right, title and interest of Lessor in the leased Premises and out of rents or other income from the leased Premises by Lessor, or out of the consideration received by Lessor from the sale or other disposition of all or any part of Lessor's right, title and interest in the leased Premises, and Lessor shall not be liable for any deficiency. Under no circumstances shall any present or future partner of Lessor (if Lessor is a partnership), future member or manager in Lessor (if Lessor is a limited liability company), affiliate of Lessor, or trustee or beneficiary (if Lessor or any partner or member of Lessor is a trust) (collectively, "Lessor Parties"), have any liability for the performance of Lessor's obligations under this Lease. Notwithstanding any contrary provision herein, neither Lessor nor the Lessor Parties shall be liable under any circumstances for injury or damage to, or interference with Lessee's business, or consequential damages, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring; provided, however, that the foregoing limitation shall not apply to Lessor's indemnification obligations herein.

24. **Transfer of Leased Premises by Lessor Prohibited**

As long as Lessee's Purchase Options (or any one of them) remain outstanding, Lessor shall have no right to sell, assign, or otherwise transfer its interest in the Premises without Lessee's consent. If such a sale, assignment, or transfer is permitted by Lessee, Lessor shall automatically be relieved of any obligations or liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee covenants and agrees to recognize the transferee as the Lessor under this Lease. Under no circumstances will Lessee permit a sale, assignment, or transfer of any interest in the Premises unless Lessee's Purchase Options as described herein are preserved.

25. **Subordination and Non-Disturbance**

This Lease and the rights of the Lessee hereunder are hereby made subject to and subordinate to all mortgages now or hereafter placed upon the leased Premises. Lessee covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages. In addition, Lessee agrees that, upon the request of Lessor or any mortgagee of Lessor, Lessee shall execute a commercially reasonable estoppel certificate on demand in form satisfactory to Lessor or any mortgagee of Lessor. Further, Lessee agrees to attorn to Lessor's lender in the event of a foreclosure. In exchange for Lessee's subordination and attornment as provided in this Section, Lessor agrees (on its behalf and on behalf of its lender) that Lessee's possession of the Premises under this Lease and Lessee's rights and privileges thereunder shall not be diminished or interfered with by Lessor's lender, and Lessee's occupancy of the Premises shall not be disturbed by Lessor's lender during the Term of the Lease or any extensions or renewals thereof. Both Lessee and Lessor agree that they will cooperate in executing a commercially reasonable Subordination and Non-Disturbance Agreement at the request of Lessor's lender.

26. **Attorneys' Fees**

If either party hereto fails to perform any of its obligations under this Lease or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Lease, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

27. **Holdover**

Lessee shall surrender the Premises to Lessor upon the expiration or earlier termination of this Lease in good order and condition, reasonable wear and tear excepted, and otherwise in compliance with the terms of this Lease. Any holding over after the expiration of the Term, without the express written consent of Lessor, shall constitute an

Event of Default and, without limiting Lessor's remedies provided in this Lease, such holding over shall be construed to be a tenancy at sufferance, at a rental rate equal to one hundred fifty percent (150%) of the Base Rent last due in this Lease, plus Additional Rent, and shall otherwise be on the terms and conditions herein specified, so far as applicable; provided, however, that in no event shall any renewal or expansion option, option to purchase, or other similar right or option contained in this Lease be deemed applicable to any such tenancy at sufferance. If the Premises are not surrendered at the end of the Term or sooner termination of this Lease, Lessee shall indemnify, defend and hold Lessor harmless from and against any and all loss, direct or indirect damages or liability resulting from delay by Lessee in so surrendering the Premises including, without limitation, any loss or liability resulting from any claim against Lessor made by any succeeding tenant or prospective tenant founded on or resulting from such delay and losses to Lessor due to lost opportunities to lease any portion of the Premises to any such succeeding tenant or prospective tenant, together with, in each case, actual attorneys' fees and costs.

28. Jury Waiver

LESSOR AND LESSEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO THIS LEASE.

29. Brokers

Lessor and Lessee each represents and warrants to the other that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker in the negotiating or making of this Lease, and each party agrees to indemnify and hold harmless the other from any claim or claims, and costs and expenses, including attorneys' fees, incurred by the indemnified party in conjunction with any such claim or claims of any other broker or brokers to a commission in connection with this Lease as a result of the actions of the indemnifying party.

30. Financial Statements

Within ten (10) days after Lessor's request, Lessee shall deliver to Lessor the then current financial statements of Lessee (including interim periods following the end of the last fiscal year for which annual statements are available, if such statements are prepared), prepared or compiled by a certified public accountant, including a balance sheet and profit and loss statement for the most recent prior year.

31. Mortgagee Protection

If, in connection with obtaining financing for the Premises or any portion thereof, Lessor's lender or investor shall request reasonable, *de minimus* modifications to this Lease, Lessee shall not unreasonably withhold, delay or defer its consent to such modifications, provided that such modifications do not adversely affect Lessee's rights or increase Lessee's obligations under this Lease. Lessee shall give to any trust deed or mortgage holder ("Holder") at the same time as it is given to Lessor, a copy of any notice of default given to Lessor, provided that, prior to such notice, Lessee has been notified, in writing (by way of notice of assignment of rents and leases, or otherwise) of the address of such Holder. Lessee further agrees that if Lessor shall have failed to cure such default within the time provided for in this Lease, then the Holder shall have an additional twenty (20) days after expiration of such period, or after receipt of such notice from Lessee, whichever shall last occur within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such twenty (20) days, any Holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated.

32. Construction

This Lease shall be construed and interpreted in accordance with the laws of the State where the Premises is located. No rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Lease, including the Exhibits attached hereto. All captions in this Lease are for reference only and shall not be used in the interpretation of this Lease. Whenever required by the context of this Lease, the singular shall include the plural, the masculine shall include the feminine, and vice versa. If any provision of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Lessee or by any one acting through, under or on behalf of Lessee, and the recording thereof in violation of this provision shall make this Lease null and void at Lessor's election.

33. Counterparts

This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Lease may be executed by Lessor or Lessee and delivered to the other party in PDF, facsimile or similar electronic format shall be binding on the party delivering the executed document with the same force and effect as the delivery of a printed copy of the document with an original ink signature.

MEMORANDUM TO MAYOR AND COUNCIL
APRIL 1, 2021
PAGE 25

[SIGNATURE PAGE FOLLOWS]

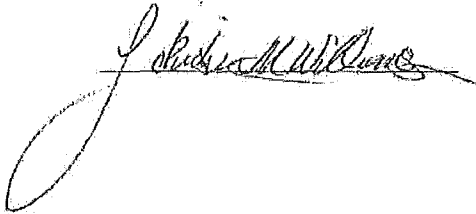
MEMORANDUM TO MAYOR AND COUNCIL

APRIL 1, 2021

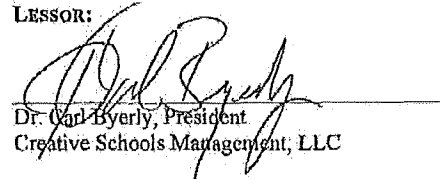
PAGE 26

In witness whereof, the parties hereto have executed this Lease the day and year first written above.

IN THE PRESENCE OF:



LESSOR:


Dr. Carl Byerly, President
Creative Schools Management, LLC

IN THE PRESENCE OF:

LESSEE:

City of Pontiac
Mayor

MEMORANDUM TO MAYOR AND COUNCIL

APRIL 1, 2021

PAGE 27

In witness whereof, the parties hereto have executed this Lease the day and year first written above.

IN THE PRESENCE OF:

LESSOR:

Dr. Carl Byerly, President
Creative Schools Management, LLC

IN THE PRESENCE OF:

LESSEE:

Shirley R. Allen

Shirley R. Allen
City of Pontiac
Mayor

EXHIBIT A

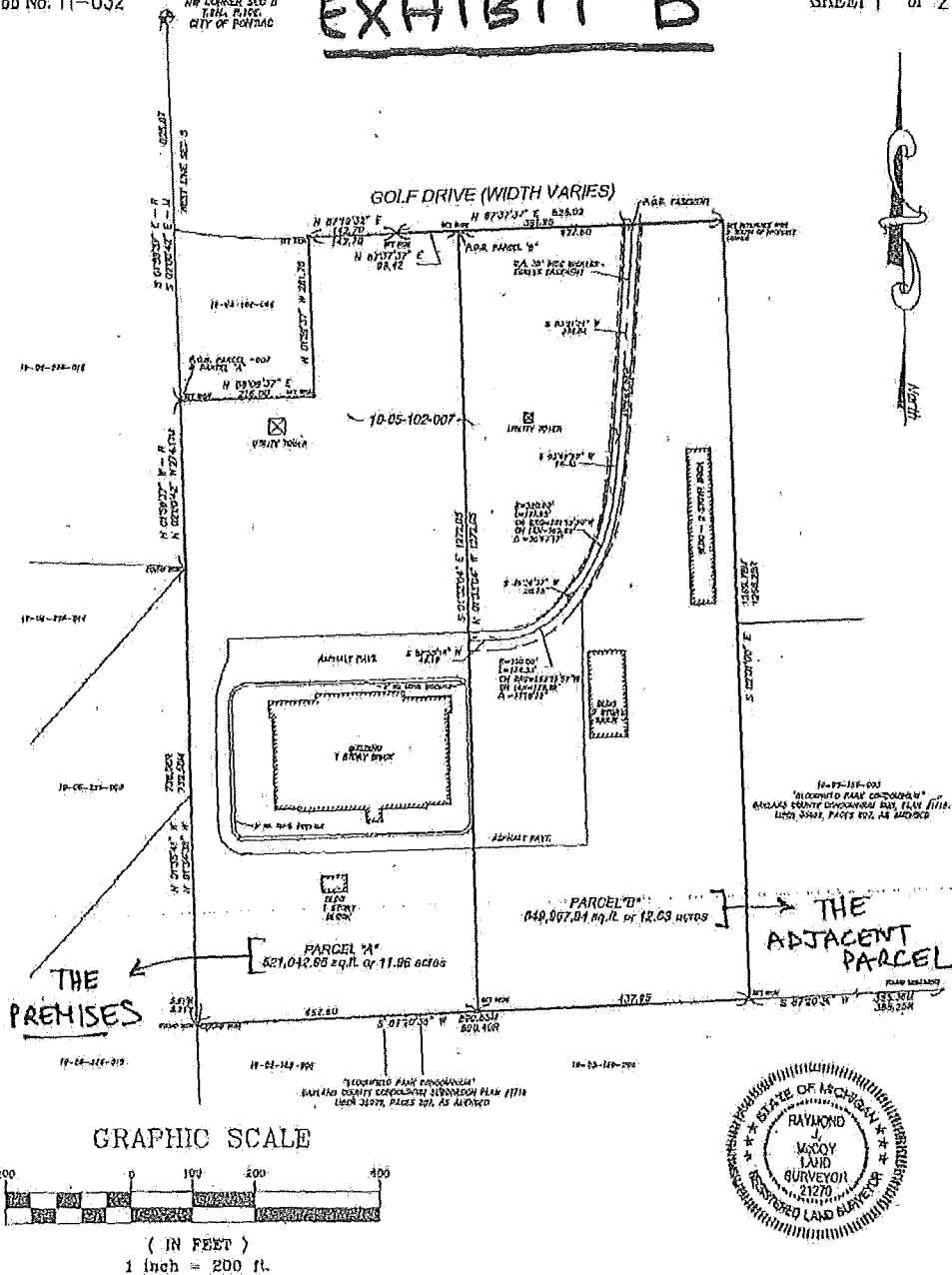
1. Principal Office - Conference Table with 4 padded chairs and 4 wooden chairs
2. Tech Room - 3 wood tables
3. Front Office - Steel Desk with 2 wood chairs and file cabinet
4. Gym - 2 Vending Machines and 2 glass display cases; sound system; scoreboard
5. Front office - Wood desk and 3 chairs
6. Front Office - 2 wood tables and 2 wood chairs
7. Front Office - Wood Table, 4 wood chairs, moon table 7 tall cabinet
8. Front East Classroom - 10 Rectangular Wood tables (4 belong to JIA) and 70 small elementary plastic chairs
9. Room 18 - 3 file cabinets, 2 teacher desks, & 5 student desks
10. Room 106 -
 - A. 35 Elementary Desk / Chair combo units
 - B. 22 Elementary Blue plastic chairs
 - C. 26 Elementary Gray small hard plastic chairs
 - D. 10 Middle School Hard Plastic chairs
 - E. 15 Upper Elem. Adjustable desks
 - F. 2 science lab tables
 - G. 3 Steel Office Desks
 - H. 2 Middle School Desk / Chair combo units
 - I. 3 File Cabinets
 - J. 2 Wooden Classroom Tables
11. Choir Room - 2 Planos, Choir risers (4 sections) 12 music stands
12. Band Room - 1 Piano and Music storage cabinet
13. Dance Room - Ballet Bars (4 sets) and file cabinet
14. Fireplace Room - 4 large book shelves, 2 wooden office desks, 4 wood chairs & 1 wood table
15. Room 210 - Wooden teacher desk and 4 moon shaped tables
16. Room 208 - 17 Middle School desk / chair combo units, teacher's desk & file cabinet
17. Room 209 - 12 Middle School Chairs (peach color) & wooden teacher desk
18. Room 206 - (25 Middle School desk / chair combo units belong to JIA), Adult wood desks and file cabinet
19. Room 207 - 5 wood science tables
20. Room 205 - 11 Middle School desk / chair combo units
21. Room 203 - Wood Table
22. Room 201 - (computer lab) 7 computer tables (assorted) (2 belong to JIA) & 20 chairs
23. Teacher's lounge - refrigerator, 4 wood tables, microwave & 20 chairs
24. Kitchen - 2 commercial gas stoves, etc.?

Job No. 11-032

NW CORNER SEC 2
 T8N, R10E,
 CITY OF PONTIAC

EXHIBIT B

SHEET 1 of 2



Job No. 11-032

LEGAL DESCRIPTIONS

SHEET 2 of 2

LEGAL DESCRIPTION PARCEL 19-05-102-007

PART OF THE NORTHWEST 1/4 OF SECTION 5, T.2N, R.10E, CITY OF PONTIAC, OAKLAND COUNTY MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 5, SAID POINT BEING S02°00'42"E (RECORDED AS S01°59'37"E), 825.87 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE N89°09'37"E, 218.00 FEET; THENCE N01°59'37"W, 281.76 FEET; THENCE N87°10'32"E, 142.70 FEET; THENCE N87°37'37"E, 828.02 FEET; THENCE S02°01'00"E, 1389.78 FEET (RECORDED AS 1288.28 FEET), TO A POINT ON THE NORTH LINE OF "BLOOMFIELD PARK CONDOMINIUM" OAKLAND COUNTY CONDOMINIUM PLAN NO. 1718 AS RECORDED IN LIBER 3502X, PAGE 207 OAKLAND COUNTY RECORDS, AS AMENDED; THENCE S87°20'38"W ALONG THE NORTH OF SAID "BLOOMFIELD PARK CONDOMINIUM", 930.85 FEET (RECORDED AS 890.40 FEET) TO A POINT, SAID POINT BEING 5.91 FEET (RECORDED AS 5.94 FEET) FROM THE WEST LINE OF SAID SECTION 5; THENCE N01°34'30"W, 739.88 FEET (RECORDED AS N01°35'41"W, 738.00 FEET) TO A POINT ON THE WEST LINE OF SAID SECTION 5; THENCE N02°00'42"E ALONG SAID WEST LINE, 274.17 FEET (RECORDED AS N01°59'37"W); TO THE POINT OF BEGINNING, CONTAINING 24.88 ACRES AND SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

LEGAL DESCRIPTION PARCEL "A" - THE PREMISES

PART OF THE NORTHWEST 1/4 OF SECTION 5, T.2N, R.10E, CITY OF PONTIAC, OAKLAND COUNTY MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 5, SAID POINT BEING S02°00'42"E (RECORDED AS S01°59'37"E), 825.87 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE N89°09'37"E, 218.00 FEET; THENCE N01°59'37"W, 281.76 FEET; THENCE N87°10'32"E, 142.70 FEET; THENCE N87°37'37"E, 828.02 FEET; THENCE S01°35'04"E, 1272.03 FEET, TO A POINT ON THE NORTH LINE OF "BLOOMFIELD PARK CONDOMINIUM" OAKLAND COUNTY CONDOMINIUM PLAN NO. 1718 AS RECORDED IN LIBER 3502X, PAGE 207 OAKLAND COUNTY RECORDS, AS AMENDED; THENCE S87°20'38"W ALONG THE NORTH OF SAID "BLOOMFIELD PARK CONDOMINIUM", 437.85 FEET TO A POINT, SAID POINT BEING 5.81 FEET (RECORDED AS 5.94 FEET) FROM THE WEST LINE OF SAID SECTION 5; THENCE N01°34'30"W, 739.88 FEET (RECORDED AS N01°35'41"W, 738.00 FEET) TO A POINT ON THE WEST LINE OF SAID SECTION 5; THENCE N02°00'42"E ALONG SAID WEST LINE, 274.17 FEET (RECORDED AS N01°59'37"W) TO THE POINT OF BEGINNING, CONTAINING 11.88 ACRES AND SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

LEGAL DESCRIPTION PARCEL "B" - THE ADJACENT PARCEL

PART OF THE NORTHWEST 1/4 OF SECTION 5, T.2N, R.10E, CITY OF PONTIAC, OAKLAND COUNTY MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED S02°00'42"E (RECORDED AS S01°59'37"E), 825.87 AND N89°09'37"E, 218.00 FEET AND N01°59'37"W, 281.76 FEET AND N87°10'32"E, 142.70 FEET AND N87°37'37"E, 828.02 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE CONTINUING N87°37'37"E, 427.85; THENCE S02°01'00"E, 1389.78 FEET (RECORDED AS 1288.28 FEET), TO A POINT ON THE NORTH LINE OF "BLOOMFIELD PARK CONDOMINIUM" OAKLAND COUNTY CONDOMINIUM PLAN NO. 1718 AS RECORDED IN LIBER 3502X, PAGE 207 OAKLAND COUNTY RECORDS, AS AMENDED; THENCE S87°20'38"W ALONG THE NORTH OF SAID "BLOOMFIELD PARK CONDOMINIUM", 437.85 FEET; THENCE N01°34'30"W, 1872.03 FEET TO THE POINT OF BEGINNING, CONTAINING 12.63 ACRES AND SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

LEGAL DESCRIPTION 30' WIDE RIGHT-OF-WAY EASEMENT

PART OF THE NORTHWEST 1/4 OF SECTION 5, T.2N, R.10E, CITY OF PONTIAC, OAKLAND COUNTY MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED S02°00'42"E (RECORDED AS S01°59'37"E), 825.87 AND N89°09'37"E, 218.00 FEET AND N01°59'37"W, 281.76 FEET AND N87°10'32"E, 142.70 FEET AND N87°37'37"E, 828.02 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE S03°21'34"W, 203.06; THENCE S08°49'20"W, 80.33 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 171.93 FEET, SAID CURVE HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF 30°47'17", AND A CHORD BEARING S21°12'59"W, 169.89 FEET; THENCE S30°06'37"W, 20.28 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 134.33 FEET, SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 51°18'57", AND A CHORD BEARING S67°55'16"W, 123.89 FEET; THENCE S67°55'16"W, 46.19 FEET TO THE POINT OF BEGINNING.

Raymond J. McCoy
Registered Land Surveyor # 21270





City of Pontiac Youth Recreation Center Feasibility Study

Purpose of Feasibility

- The current Pontiac Youth Recreation Center (PYREC) is located at 825 Golf Drive.
- PYREC is **not owned** by the City of Pontiac.
- The city currently leases PYREC from Dr. Byerley.
- The **lease is up** August 2021.
- The city is in negotiations through its legal counsel with Dr. Byerley to purchase or extend the lease.
- City of Council **requested a feasibility study** of the David Ewalt Center to be performed.
- The **City owns the Ewalt Center** located on Perry St.
- The Department of Public Works conducted a site assessment of the Ewalt Center in 2016.
- The 2016 Ewalt Center assessment required **HAZMAT & air quality suits**
- The **2016 site assessments produced restoration quotes of over \$1.2m.**
- The city upon receipt of these quotes failed to address any of the work proposed.
- It is reasonably understood that the price/cost for the proposed work has significantly increased and the subsequent conditions worsened since 2016.
- **DPW is reviewing three additional buildings for possible sites for PYREC beside Ewalt**

David Ewalt Center

- City of Council requested a feasibility study of the David Ewalt Center to be performed.
- The City owns the David Ewalt Center located on Perry St. within Pontiac.
- The Department of Public Works conducted **a site assessment of the Ewalt Center in 2016.**
- During the 2016 Ewalt Center site assessment, crews required **Hazardous Materials suits and air quality apparatuses to enter the building**
- **The 2016 site assessments produced restoration quotes of over \$2m from two local vendors.**
- The city upon receipt of these quotes failed to address any of the work proposed.
- It is reasonably understood that the **price/cost for the proposed work has significantly increased and the subsequent conditions worsened since 2016.**
- Ewalt Center would not be ready this year even with significant financial investment.
- **Very possible the site would need to be demolished.**



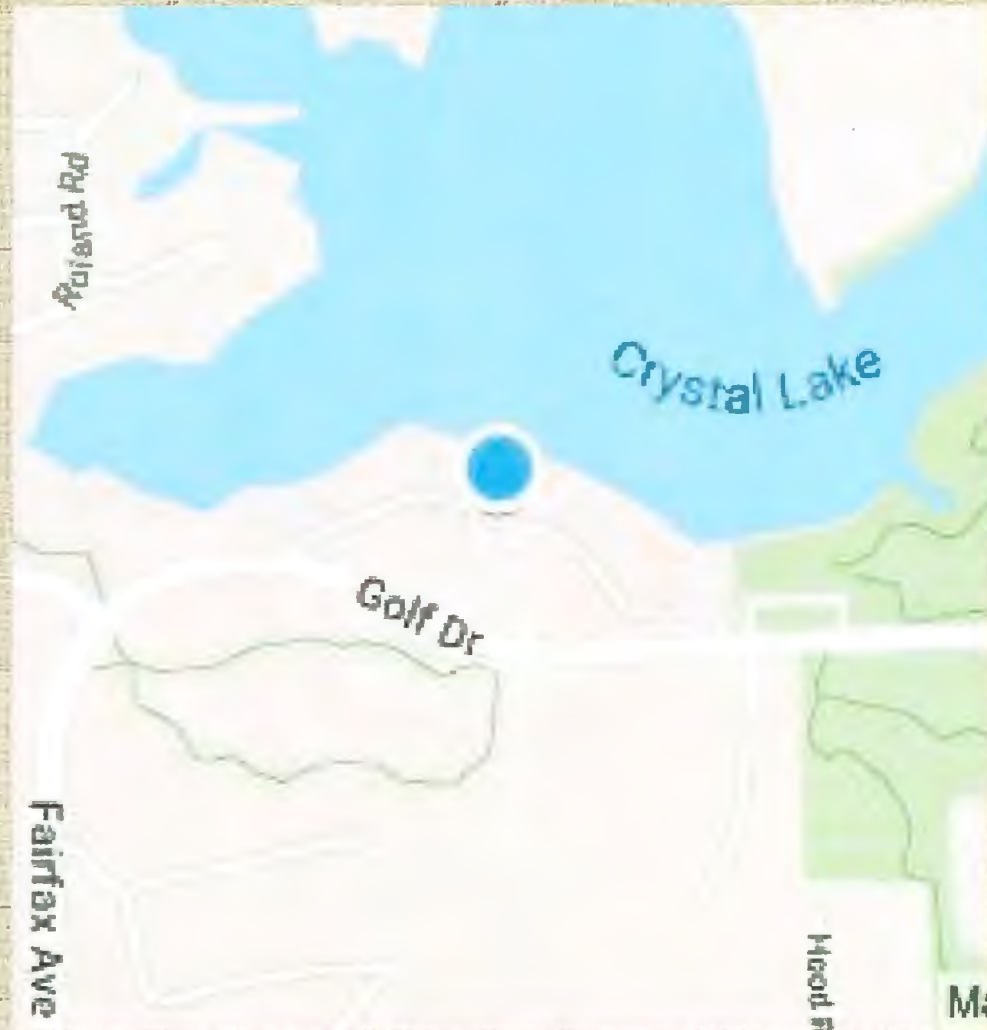
Edison Perdue School

- The structural aspects of the building seem sound. None of the four walls have been compromised. The building is not in any danger or threat of collapsing under the weight of weather created events.
- **The building interior and building systems all have been severely compromised:**
 - Roof
 - Electrical
 - Heating/boilers
 - walls
 - Plumbing
 - Environmental
 - Facility would not be ready without significant investment.
- **Impossible for this year.**



Crystal Lake

- City owned land
- There is **a \$1m fund available to build** a PYREC on this proposed site
- Site would need significant multi-discipline planning to get project completed
- Site would not be available before lease is up with 825 Golf Drive.



PYREC

- Currently used as a Youth Rec
- **Site passed state and county inspections fall 2020**
- Although city currently leases it has maintained the facility and is aware of the building systems and operations
- With lease extension or purchase, PYREC activities and programs will not be interrupted.



Summary and Conclusion

- It is humanly impossible that Ewalt, Perdue or Crystal Lake will be available and ready to assume operations for PYREC program and activities if the city **fails to purchase or extend its current lease agreement**
- The clear and present financial obligations that would be required to restore/open either Ewalt or Perdue from their current conditions make them untenable as options for the city to consider.
- Both Perdue and Ewalt have unknown environmental hazards and liabilities which exacerbate any restoration costs if restoration is possible.
- Demolition of both Ewalt and Perdue in their current state and the erecting of a new facilities on their sites may be better options for the city to pursue in the future. However, that does not address the immediate needs of PYREC for this fall and beyond
- It was determined during the **2016 Ewalt Center site assessment that over \$2m** in work was needed. The city upon receipt of these quotes failed to address any of the work proposed.
- It is reasonably understood that the price/cost for the proposed work has significantly increased and the subsequent conditions worsened since 2016.
- **Perdue school was estimated in November 2020 to require \$10m in repairs by Lee Contracting.**



Thank you



City of Pontiac Youth Recreation & Enrichment

Programs 2020-2021

Enrichment Programming	Ages	Program Elements
Educational Support/Learning Pods	5-17	<ul style="list-style-type: none"> Daily 7:30am-6:00pm Licensed School Aged Child Care Program Instructional support for students in remote learning Resource for families of essential workers Breakfast, lunch & Snack daily Recreation & enrichment activities
Dance	5-7, 8-11, 12-17	<ul style="list-style-type: none"> Various forms of dance explored. Introductory to intermediate and advanced levels taught.
Arts & Crafts	5-17	<ul style="list-style-type: none"> Youth are introduced to a variety of projects and art forms that explore their creativity.
Music: Beginning Band with Charity Music (Program Partner)	8-16	<ul style="list-style-type: none"> Music exploration class that introduces youth to various instruments. Students learn the basics of playing wind, string, and percussion instruments. Student are taught the basics of reading music.
Cranbrook STEM (Program Partner)	6-12	<ul style="list-style-type: none"> Youth explore science, technology, engineering and math through hands on activities and experiments
Chess Club	8-17	<ul style="list-style-type: none"> Coming Spring 2021
Girl Scouts (Program Partner)	5-14	<ul style="list-style-type: none"> Enrichment & Mentoring for Girls
Sports	Ages	Program Elements
Basketball Skills Clinics	5-7, 8-10, 11-17	<ul style="list-style-type: none"> Youth are taught the fundamentals of shooting, passing, and dribbling. Teamwork, sportsmanship, and fun is stressed.
Sheriff PAL Soccer Clinics (Program Partner)	7-9, 10-13	<ul style="list-style-type: none"> Youth are taught basic soccer fundamentals through drills and games.
Youth Golf	8-16	<ul style="list-style-type: none"> Coming Spring/Summer 2021
Youth Soccer League	7-9, 10-12	<ul style="list-style-type: none"> Coming Spring 2021
T-Ball	5-7	<ul style="list-style-type: none"> Coming Summer 2021
YMCA Port Sports (Program Partner)	6-14	<ul style="list-style-type: none"> Provides sports sampling and free play activities for youth
Community Engagement		<ul style="list-style-type: none"> PYREC Visioning Session was held to obtain feedback from community groups and stakeholders on March 25, 2021 Information and input from the session will be used to inform our program creation and implementation.

#10

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council Members
FROM: Mayor Deirdre Waterman
DATE: March 31, 2021
RE: **Resolution to Allocate a Maximum \$50,000 for a One-Year Contract for Lobbying Services related to the American Rescue Act and Funding for Cities**

The purpose of this memorandum is to formally request the allocation of general fund monies to support the retention of a government lobbyist for the purpose of promoting and protecting the City of Pontiac's interest in the funding allocated by the American Rescue Act, the lack of proper funding for Pontiac, and other resources and appropriations that may enhance the City's opportunities to receive an appropriate share of the funds being distributed to Cities across the United States.

BACKGROUND

The City is now aware that the formula used to determine its share of the funds directed to City's under the American Rescue Act are grossly imbalanced when comparing the share intended for Pontiac against Cities in Michigan of similar size and demographics. As indicated by our outside accounting and audit firm Plante Moran:

"The "Metro Cities" are cities/townships over 50,000 in population and are direct recipients of CDBG. "Other Non-Counties" are those under 50,000. Pontiac, despite your population being closer to 60,000, is on the "Other Non-Counties" tab. I suspect it is because Oakland County administers your CDBG. The Metro Cities are being funded based on the CDBG formula. The Other Non-Counties are strictly based on population.

On a per capita basis, the funding for Metro Cities is all over the place, due to the CDBG formula. For example, Detroit is getting \$1,312 per resident. Westland is getting \$342 per resident. Canton Twp. is getting \$109 per resident.

On a sample basis, the Other Non-Counties appear to be approximately \$92-\$98 per resident. I believe the fluctuation is due to the source I'm using for population. I calculated Pontiac at \$98/resident. The closest example to you that demonstrates this disparity is Pontiac vs. Royal Oak, just 14 miles straight down Woodward. You are getting \$98/resident. With approximately the same population (just under 60,000), Royal Oak is getting \$29.76M or \$503 per resident.

My understanding, based on a National League of Cities presentation earlier this week, is that these dollar amounts are NOT final. I do not know how soon they will be finalized or who has the final say. I do agree your best bet is to work through the MML and contact your own Rep and Senator."

As such, the following resolution is recommended for your consideration:

Whereas, the City of Pontiac has been preliminarily allocated less than \$100 per resident of the intended local funding from the American Rescue Act; and

Whereas, the City of Pontiac, by act the previous Emergency Manager who committed the City to the status of sub-recipient to Oakland County for certain Community Development Block Grant funding, with that status now impacting the formula used to determine the need in the City; and

Whereas, the City of Pontiac is in substantial need of assistance from the American Rescue Act having been significantly affected by the economic effects of COVID-19 and continuing to realize those affects through loss of income tax revenue, closing of local businesses, increased unemployment, a pending eviction crisis, and general fund distress.

Now, Therefore Be It Resolved, that the City Council directs the amount of \$50,000 be appropriated from the general fund and allocated to an account directed by the City's Finance Director to be used for the contracting a government lobbyist to promote and assist the City in engaging all opportunity to benefit from funding sources, or other appropriations, in response to the devastating economic effects of the COVID-19 crisis. It is further directed that the Mayor is authorized to perform such tasks as are necessary to consider, review and contract an appropriately registered and experienced person or firm to perform this service.



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Finance Department

TO: Honorable City Council President and City Council Members

FROM: Darin Carrington, Finance Director

DATE: April 1, 2021

RE: American Rescue Plan Act of 2021

Attached is a presentation that provides an overview of the American Rescue Plan Act of 2021 that was recently signed into law by President Biden. This Act provides approximately \$362 Billion of funding for state and local governments to help offset the economic impact due to the COVID-19 pandemic. Of this amount, approximately \$65 Billion is being targeted to cities, towns and villages.

Based on the initial projections, the City of Pontiac is expected to receive approximately \$5.8 million in funding from the Act. However, due to the formulas being used to determine funding levels, the City of Pontiac is receiving a disproportionately lower amount of funding than other comparable cities. For example, the City of Dearborn Heights is projected to receive \$25.9 million, the City of Taylor is projected to receive nearly \$12 million and the City of Royal Oak is expected to receive nearly \$30 million.

The formula being used that has created such a disproportionate funding level for Pontiac is a result largely of the use of CDBG funding in the formula. More specifically, cities are broken into two categories with one category being those cities that directly receive funding for CDBG and a second category for those cities that do not directly receive CDBG funds. Because the City of Pontiac is a sub-recipient of CDBG funds through Oakland County, this has resulted in negatively impacting the amount of funds that Pontiac is projected to receive from this Act.

The Administration is currently working with officials at the county, state and federal levels to highlight this disparity and to identify ways in which this disparity may be addressed and corrected.

Estimated State and Local Allocation Spreadsheet Reference Guide

How fast will state and local governments receive the aid?

States, Tribal governments, territories, counties, and metropolitan cities (which generally have over 50,000 inhabitants) would receive their allocations within 60 days of submitting their certification of need to the Department of Treasury.

Because it could take a full year for the Department of Treasury to calculate and disburse the allocations for smaller local governments (generally those with under 50,000 inhabitants, comprising over 33,000 entities), the Department of Treasury is instead required to send those funds to the states within 60 days of the law's enactment. States would then have 30 days to disburse the funds to the local governments (called "nonentitlement units of local government") based on population. A state could ask Treasury for an extension for distributing one or more of those allocations if necessary, but it would need to justify why the extension is warranted. States would have no discretionary authority to change the amount of, or attach additional requirements to, the payments allocated to local governments.

What's the difference between a "CDBG City" and a "Nonentitlement"?

These terms are used on tabs 3 and 4 of the spreadsheet. "CDBG City" generally refers to cities of over 50,000, which would receive their allocation from the Department of Treasury based on a modified Community Development Block Grant (CDBG) formula.

"Nonentitlement" is short for "nonentitlement unit of local government," which is the term used for cities, townships, villages, and small municipalities that generally have fewer than 50,000 inhabitants. Those allocations would be made proportionate to population and are subject to a cap of 75% of the locality's most recent budget as of January 27, 2020.

How reliable are the estimates on the "Nonentitlement Rough Calcs" tab?

The spreadsheet estimates were calculated using public Census data, which poses four obstacles to getting precise nonentitlement assistance estimates:

1. Analysts must manually remove all "metro city" governments and underlying areas located within those areas. As users review the spreadsheets and point out oversights, updated spreadsheets are being released.
2. The Census data does not identify cases where local governments overlap (for example, an area with both a town government and a township government). This not only leads to issues in allocating payments in these areas, as they will likely split their payment across such governments, but also affects ALL nonentitlement governments because it affects the total population base used to distribute nonentitlement payments nationwide. Acknowledging the significant effects that overlap could have on nonentitlement estimates, the tab includes two estimates:

- The estimates in the **“No Overlap” Allocation (Column D)** are at one end of the extreme, and assume that whenever unclear, the overlap between governments is as small as possible. This means the nationwide population is as large as possible, and thus the payments to all governments are smaller because they cover more people.
 - The estimates in the **“All Overlap” Allocation (Column E)** are at the other extreme, assuming maximum overlap when presented with an unclear case. This minimizes the nationwide population eligible for funding, thereby resulting in greater payments to all nonentitlement governments.
3. Local governments may have unique structures (for example, if a city and county are consolidated) that mean they are left off the spreadsheet despite being eligible for funding.
 4. The data does not contain local budget information, so it **does not** reflect instances where a government would reach its cap of 75% of its most recent budget as of January 27, 2020. This cap may put a local government significantly below the “No Overlap” allocation estimate.

Why are the nonentitlement estimates for a state different on the Nonentitlement tab compared to the State and CDBG tabs?

On the “State and Level” tab, the “to Local Govts” column uses a “top down” simplifying estimate for nonentitlement allocations, assuming that the percentage of people eligible for nonentitlement assistance is constant across states.

On the “CDBG City” tab, each state has a line called [State, State]. This amount is the total amount the state is estimated to receive for its nonentitlement units of local government (those listed on the “Nonentitlement” tab), and also uses the “top down” simplifying assumption. For example, the entry for “Idaho, Idaho” is the estimated amount that would be distributed across all of Idaho’s nonentitlement units of local government listed on the “Nonentitlement” tab. However, these figures present the following concerns:

1. Some states have larger shares of people in nonentitlement governments than others, even if those shares can’t be calibrated precisely with the publicly available Census data; and
2. Knowing the total amount of nonentitlement assistance flowing to a state isn’t helpful to local government officials who need more specific information about what their unit of government would receive.

With that in mind, the “Nonentitlement Rough Calcs: tab uses a “bottom up” estimate that attempts to better describe the amounts flowing to individual towns using the Census data, understanding that those estimates will be inherently flawed.

These two different approaches (top down versus bottom up) mean that the [State, State] line of the “CDBG Cities” tab will not match up with the sum of the state’s entries on the “Nonentitlement Rough Calcs” tab.



AMERICAN RESCUE PLAN ACT OF 2021

What is the American Rescue Plan?

The American Rescue Plan Act of 2021 is a \$1.9 trillion coronavirus rescue package designed to facilitate the United States recovery from the devastating economic and health effects of the COVID-19 pandemic.

The package includes direct stimulus payments of \$1,400, extending unemployment compensation, continuing eviction and foreclosure moratoriums, and increasing the child tax credit while making it fully refundable. It also provides money for schools from kindergarten through eighth grade to safely reopen amidst the pandemic, and subsidizes Covid-19 testing and vaccination programs. Most importantly, the Act provides \$362 billion in funds for state and local governments to help compensate for lost tax revenues and increased expenses due to the COVID-19 pandemic.



The Funds will be distributed in two tranches:

The first tranche will go out 60 days from the signing of the law

The second tranche will go out one year later after the first tranche

How Cities Get Their Money?

- Entitlement Cities will receive a direct allocation from the Treasury Department within 60 days of signing
- Non-Entitlement Cities (including City of Pontiac) will receive a pass through from the state within 30 days



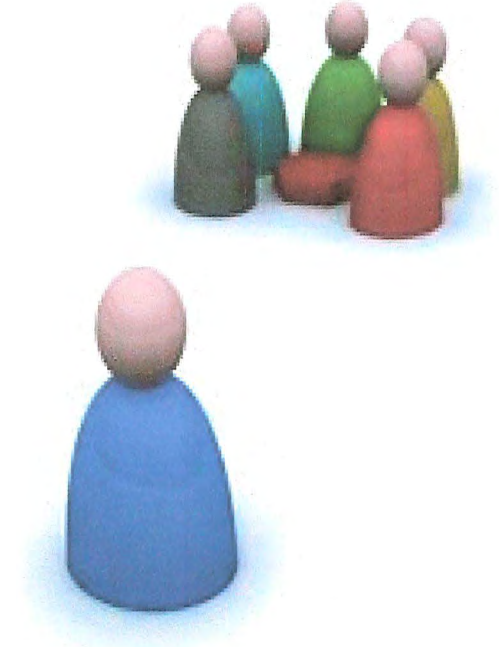
Aid Distribution Amounts and Formulas		
Level of Government	Amount	Distribution Formula
State Governments	\$195.3 billion	Share of National Unemployment with CARES Act Minimum Payment
Local Governments	\$130.2 billion	Population and CDBG Criteria
Territories	\$4.5 billion	Base Allocation plus Population
Tribal Governments	\$20.0 billion	Treasury Determination

Why was Pontiac Not Treated as a Entitlement City in the American Recue Plan Allocation?

While confirmation has not yet been received as to why the City was excluded from the “entitlement city” allocation it appears to be due to the fact that the City’s CDBG funds are administered by Oakland County. Entitlement Cities have projected funding based on CBDG criteria; Pontiac’s funding projection is based on population.

Projected Funding Levels (\$ in millions):

- **Pontiac** **\$ 5.8**
- Royal Oak \$29.7
- Taylor \$11.9
- Dearborn Heights \$25.9



CARES Act Funding

This was the first of the COVID relief bills and was passed by Congress in March 2020. For the current fiscal year, the City of Pontiac has received \$3.852 million in COVID related grants and reimbursements.

Public Safety Reimbursement - Police (Oakland County)	\$629,000
Public Safety Reimbursement - Fire (Waterford)	\$327,000
Senior Services	\$56,000
Coronavirus Relief Local Government Grant (Oakland County)	\$1,533,000
Coronavirus Relief Local Government Grant	<u>\$1,307,000</u>
Total	\$3,852,000

Non-Entitlements Cities Restrictions

- Non-Entitlement Cities may not receive more than 75% of the city's most recent budget
- Money may not be used for pension funds
- Money remains available until December 31, 2024





All recipients of money will have to provide periodic reports to the Treasury

Reporting

The American Rescue Plan Act

Local Funding Discussion


Michael Gleeson
National League of Cities

NLC NATIONAL
LEAGUE
OF CITIES
CITIES STRONG TOGETHER

The Money For Cities, Towns and Villages

- For the first time all 19,000 municipal governments will be entitled to a difference-making level of federal funds by formula, not competitive funding, which will be allocated by the Treasury Department.
- The CARES Act went to cities with a population of greater than 500,000
- The rental assistant program passed in December went to cities with 200,000 or more people.
- This is Historic.

The Money For Cities, Towns and Villages

- Cities, Towns and Villages will split \$65.1 billion.
 - Entitlement Cities – generally those with populations greater than 50,000 - will have funds distributed using the current Community Development Block Grant funding formula. Entitlement Cities get \$45.53 billion.
 - Non-Entitlement Cities – distributed by the state on the basis of population. Non-Entitlement Cities receive \$19.57 billion
- 
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The Money For Cities, Towns and Villages

- When do Cities, Towns and Villages Receive the Money?
- The funds will be distributed in two tranches.
 - The first tranche will go out 60 days from the signing of the law.
 - The second tranche will go out one year later.

The Money For Cities, Towns and Villages

- How Cities Get Their Money?
- Entitlement Cities will receive a direct allocation from the Treasury Department within 60 days of signing.
- Non-Entitlement cities will receive a pass through from their state within 30 days**.


Non-Entitlements And Why This Is Not Like The CARES Act

- The CARES Act provided money to the top 34 cities directly. More than 6,000 Cities, Towns and Villages never received any CARES Act funding either from their state or county.
- There is iron clad language in the statute that uses the word “shall” to ensure that states pass the money through.
- However, the Secretary of Treasury can allow up to 120 days for the state to pass through the money if they can show undue burden. Penalties on the states if they do not share.

Allowable Uses

- “(A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (B) to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - This allows a municipality to provide up to \$13 per hour above regular wages.

Lost Revenue

- “(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency; or
 - Key here: **prior to the emergency**. The base year against which you will measure lost revenue happens not the most recent full fiscal year but the most recent full fiscal year prior to the emergency.
- 

Allowable Uses

- “(D) to make necessary investments in water, sewer, or broadband infrastructure.
- A couple points:
 - The term “or”. If this were “and” then all three might be allowed, but as I read this you only get to make an investment in one of the categories.
 - The investment does not need to be tied to the pandemic
 - If you have infrastructure in one of these three buckets that needs upgrades, go for it.

Flexibility of Funds

- Recipient Governments can transfer funds to a:
 - Private nonprofit organization
 - a public benefit corporation involved in the transportation of passengers or cargo,
 - or a special-purpose unit of State or local government.


Restrictions

- Non-entitlement cities may not receive more than 75 percent of the city's most recent budget
- Money may not be used for pension funds
 - “(2) PENSION FUNDS.—No metropolitan city, nonentitlement unit of local government, or county may use funds made available under this section for deposit into any pension fund.
- Money Remains Available until December 31, 2024

Reporting

- In the House version, there was no reporting requirement.
- In the final version, ALL recipients of money will have to provide periodic reports to Treasury.
 - Recipients of “payment made under this section shall provide to the Secretary periodic reports providing a detailed accounting of the uses of such funds by such metropolitan city, nonentitlement unit of local government, or county and including such other information as the Secretary may require for the administration of this section.”

Next Steps

- NLC will begin working with the Treasury Department on the implementation of this section of the American Rescue Plan Act, as well as work to make suggestions on guidance.
 - If you have any input or thoughts, you can email:
 - Mike Gleeson | Gleeson@nlc.org
 - Michael Wallace | Wallace@nlc.org
- 
- A dark gray decorative bar is located at the bottom of the slide, below the list of next steps. It is a solid, dark gray rectangle that spans most of the width of the slide.

QUESTIONS? GET IN TOUCH.

Michael Gleeson

Manager, Finance, Administration, and Intergovernmental Relations

Gleeson@nlc.org

NLC's Federal Advocacy team

advocacy@nlc.org



@LEAGUEOFCITIES



#11

RESOLUTION



City of Pontiac, Michigan

Department of Finance

Mayor Deirdre Waterman

To: Anthony Chubb, City Attorney

From: Darin Carrington, Finance Director

Date: March 4, 2021

Re: Review of Expenses and Grant in Clerk's Office

The Finance Department has recently been forced to review a number of expenses and other items in the City Clerk's Office. More specifically, we have looked at expenditures that have been charged to the following budgets which the Interim City Clerk is responsible for as follows:

- Clerk's budget (Dept. 215)
- Elections budget (Dept. 191) (including the elections grant received by the Interim Clerk's Office in September 2020 from the Center for Tech and Civic Life)

This internal investigation was caused by the lack of responsive information from the Clerk's office and our discovery that election funds were spent on materials directly related to the status and processing of medical marijuana application, an act which may cause the fund created by application fees to be out of balance and subject to attack.

Several questions had been asked to the Interim Clerk to assist our Department in resolving this budgetary conflict and to protect the City from any exposure on the CTCL Grant, including but not limited to:

- What authority did you rely on to spend election funds for personal communications and information on medical marijuana?
- What attorney authored the opinion you have asserted in the medical marijuana newsletter, and under what authority did they act, and how were they compensated?
- Is your office intending to act independent of the Charter and pursue a legal position and budget position that is contrary to the legal authority granted to the City Attorney in the Charter?

The Interim clerk has not fully responded to our office, but we are providing this report based upon the information known, and basing our recommendations on that knowledge.

Center for Tech and Civic Life Grant

This grant was received by the City in September 2020 in the amount of \$405,564. The grant was received from the Center for Tech and Civic Life (CTCLG). This entity is a Chicago based group that is focused on expanding the election process to open and ease pathways to collect ballots and enhance voter count and participation. The purpose of the grant was for planning and operations for a safe election in 2020 during the public health crisis stemming from COVID-19.

Some of the budgeted expenses for the grant, as detailed in the City's application included temporary workers, website improvements, media campaign and ballot drop boxes. The total planned expenses based on the application made were a total of approximately \$405,000. An itemized breakdown of these expenses was provided in the initial application and is attached to this memo. There continues to be conflict with the Clerk's office in the manner in which website and other communications are completed including the dissemination of legal opinion that is contrary to the asserted and established position of the City. Those areas of conflict are not addressed herein, except to note the ongoing acts of the Clerk's office that are outside the scope of that office.

The funds for the grant were received by the City in September 2020. The grant had an expiration date of December 31, 2020. As stipulated in the grant, any unused funds would have to be returned to the Grantor. In December, the Interim Clerk provided an update to Council that he has/will be requesting an extension of the grant's December 31st deadline, but failed to provide this office timely and accurate information as to the intended use of the remaining grant funds, the process for the extension, fees or costs to be incurred, and other details that would assist this office in tracking and balancing the grant against the City's finances and accounting. As of that date, there was approximately \$165,000 in unspent funds. This extension would allow for the remaining funds to be spent past the December 31 deadline. On February 4, 2021, the Interim Clerk received a formal notice of extension of the grant from CTCLG. This extension provided that the remaining funds could be used through June 30, 2021.

After receiving appropriate information, we have reviewed the expenses that have been applied against the grant. Our Department has processed approximately \$240,000 in expenses from this grant to a number of different vendors. The reviewed expenses include payments to temporary workers, computers and equipment. In reviewing these expenses, we have compared the actual expenses against what was requested in the original grant application. Based on the review, the expenses that have been charged against the grant are consistent with what was requested and planned from the grant application and there are no apparent inconsistencies.

Our office would note that the City of Pontiac is the responsible fiduciary for this grant. It is our expectation that any requests for materials from a City Department must be provided by that Department. This is a key control for the Finance Department to ensure that the City is compliant with relevant policies, procedures and regulations. As detailed above, while the Interim Clerk has complied with several of our office's requests for important materials, there have been instances where our requests have gone unfulfilled or were not fulfilled at the time of request.

Department Expenses

Our Department has performed a general review of the expenses that have been charged to the two relevant departments during this fiscal year.

Of particular concern are questions regarding newsletters that have gone out of the Clerk's Office and that have been funded by the Interim Clerk's Elections budget. In the current fiscal year three newsletters were paid out by the Interim Clerk's Elections budget. Two of these newsletters were funded through the above referenced grant. Based on my review the expenses for the first two newsletters were expended as budgeted and in line with applicable City policies. The third newsletter was paid out of the Elections budget. The subject of this newsletter largely centered on the issue of the City's Marihuana Ordinance.

Marihuana Newsletter

This newsletter was sent by the Interim Clerk in November 2020 and was titled *Special Issue: Medical Marihuana*. We have looked at the expenses for this newsletter that were incurred with City vendor Oakland Strategies. Based on my review, the costs paid, approximately \$10,000, do not appear out of order for this type of purchase. The significant issue in this instance, however, is not the reasonableness of the expense, rather, that the expense relates directly to medical marijuana application matters. This expense would properly be paid from the fee account created from applicant fees for medical marijuana. The paying of this expense from an unrelated account may cause a deficiency in the applicant fund when properly corrected as all expenses for the processing and award of medical marijuana permits must be accounted from the applicant fund.

An additional issue of significance is the material that was communicated via this newsletter. The newsletter made certain representations about the City's Medical Marihuana Zoning Ordinance, zoning district boundaries and eligibility of certain applicants. Per the City Attorney's letter dated December 11, 2020, it found that a number of these representations were in direct conflict with City's official legal position. Additionally, this letter indicated that the material in this newsletter could subject the City to legal liability. There has been no offer of evidence as to where these incorrect legal positions derived, nor has there been an answer to how the Clerk's office will correct the improper statements. This may have further impact on the medical marijuana applicant fund as costs are incurred to correct these matters.

Recommendations

Based on our review as detailed above we are making the following recommendations:

- Written notice be provided to the Interim Clerk demanding that the newsletter expense be properly allocated, with a corrective resolution from Council, and further demanding that the Clerk's office provide written confirmation of its abide by the legal authority of the City Attorney as set forth in the Charter.
- Restatement of City policy be provided to the Interim Clerk identifying the requirement that approval of expenses and requisitions be approved prior to incurring or committing to any expenses
- Per the City Attorney's December 11, 2020 letter, any newsletters and mailings by the Interim Clerk will require a Resolution of approval by the City Council

- The Finance Department and staff will not approve or process any invoices for newsletters or mailings that do not have the Council Resolution as required by the City Attorney's letter of December 11, 2020
- The Finance Department will work with the City Attorney to ensure that any newsletters or mailings from the Interim Clerk are reviewed to ensure that the information contained within these mailings are consistent with the policies and legal opinions of the City
- The Finance Department staff will be provided with written notice of these new policies and processes to ensure that we are able to fully implement and comply with the proposed recommendation

Attachments

- A. Medical Marihuana Newsletter
- B. December 15, 2020 Council Agenda and Report from Clerk on Grant Extension
- C. Report to Center for Tech and Civic Life on Grant Expenditures
- D. Grant Extension Application
- E. Email from Center for Tech and Civic Life extending grant
- F. Cease and Decease Letter from City Attorney



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council Members
FROM: Mayor Deirdre Waterman, City Attorney Anthony Chubb
DATE: March 31, 2021
RE: **Resolution to Adopt Finance Director Recommendations**

The purpose of this memorandum is to formally request the enforcement of the Finance Director's Report dated March 4, 2021, attached hereto, wherein the office reported concerns regarding certain expenditures within the clerk's office and the impact and effect of those actions.

As such, the following resolution is recommended for your consideration:

Whereas, the City's Finance Director conducted an internal investigation regarding the use of Election Funds for Medical Marijuana Application communications and other unrelated expenses; and

Whereas, the Interim City Clerk has failed to provide a complete response to the inquiries of the Finance Director and there remains an error in the authorization and proper budget allocations for the expenses; and

Whereas, the City Administration hereby requests that the City Council exercise its authority and enforce proper performance of duties by the Interim City Clerk and acknowledge and adopt the Recommendation of the City's Finance Director.

Now, Therefore Be It Resolved, that the City Council directs the following action:

- (1) Written notice be provided to the Interim Clerk demanding that the newsletter expense be properly allocated, with a corrective resolution from Council, and further demanding that the Clerk's office provide written confirmation of its abide by the legal authority of the City Attorney as set forth in the Charter.*
- (2) Restatement of City policy be provided to the Interim Clerk identifying the requirement that approval of expenses and requisitions be approved prior to incurring or committing to any expenses*
- (3) Per the City Attorney's December 11, 2020 letter, any newsletters and mailings by the Interim Clerk will require a Resolution of approval by the City Council*
- (4) The Finance Department and staff will not approve or process any invoices for*

newsletters or mailings that do not have the Council Resolution as required by the City Attorney's letter of December 11, 2020

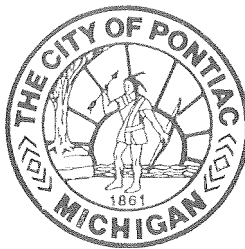
- (5) The Finance Department will work with the City Attorney to ensure that any newsletters or mailings from the Interim Clerk are reviewed to ensure that the information contained within these mailings are consistent with the policies and legal opinions of the City*
- (6) The Finance Department staff will be provided with written notice of these new policies and processes to ensure that we are able to fully implement and comply with the proposed recommendation*

#12

**COMMUNICATION
FROM THE
CITY CLERK**

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

MEMORANDUM

TO: Honorable City Council

FR: Garland S. Doyle, Interim City Clerk

DA: April 1, 2021

RE: City Clerk's Response to Nonfactual Report from the Finance Department Regarding Alleged Diversion of Election Division Budget Funds

cc: Darin Carrington, Finance Director and Anthony Chubb, City Attorney

The following are my responses to the questions from the Finance Director and City Attorney. The response was dated March 11, 2021.

First of all there was no improper use of Election funds. Since being appointed City Clerk, I have been fully transparent. The following are my responses to your questions. I have previously answered many of these questions.

1. Please provide the rationale and source of the authority for using General Fund Election dollars for Medical Marihuana purposes related to the *Fall 2020 Special issue Medical Marihuana* newsletter. Additionally, provide copies of any other expenses that used General Fund Election dollars for Medical Marihuana-related expenses.

Answer: Since Ordinance 2357(B) "City of Pontiac Medical Marihuana Facilities Ordinance" was approved at the Primary Election on August 7, 2018 and affirmed after the recount on September 12, 2018, it was appropriate to allocate the newsletter expenditure to accounts within Dept 191 Elections. The purpose of the newsletter was to give citizens an update on a ballot approved initiative. I have received many inquiries from citizens about the ballot initiative.

It would have been inappropriate to spend Dept 255 Medical Marihuana budget dollars since the dollars within that budget are derived from the Medical Marihuana Application Fee. The application fee is to help defray administrative costs associated with the review of Medical Marihuana facility applications.

2. From whom did you obtain the legal opinion used for the material contained in the Medical Marihuana newsletter? Please provide a copy of this legal opinion.

Answer: I did not receive a legal opinion prior to the distribution of the newsletter. Since the newsletter publication, I have received an independent legal opinion that validates any statements that were made in the newsletter. I have attached a copy of the legal opinion.

3. Regarding question number two, do you recognize and abide by the responsibilities to have and fully describe to the finance department/director any fiscal information that the finance department is requesting?

Answer: What fiscal information is the Finance Department requesting regarding question number 2? I have given the Finance Department all relevant information regarding the newsletter invoice. I have attached another copy.

4. Do you further understand the finance department is accountable for making sure that expenses/use of city funds are acceptable in accounting standards and/or subject to audit?

Answer: With over twenty years of professional municipal government experience, I am very familiar with government accounting standards and audits. Are you aware that the Charter gives the City Council the authority over the budget? As the fiscal stewards of the city, they have requested and are entitled to a forensic audit.

5. If you were aware that the statement in the newsletter conflicted with the official City ordinance established by the City Attorney per the City of Pontiac's charter, do you understand your duty to abide by the policy?

Answer: I am very familiar with the City Charter. I also know the ignorance of law is no excuse. I have stated publicly that the City Attorney was telling me to break the law. I am supported by an independent legal opinion.

6. It was hard to get information from you; please note my original request. Have you complied with supplying the information requested by the Finance Director? Why were you delayed in responding to the request for information?

Answer: I was troubled by your request. If you had any concerns about the invoice, then the vendor should have not been paid until your questions were answered. I do not have the authority to issue checks. Since the vendor had been paid, there was no need for an immediate response. Furthermore, I do not understand why payments for invoices unrelated to the newsletter have been held up. Please clarify, why? Again, I would think if you had questions about the newsletter, than that invoice would have been held but it was approved and paid by the Finance Department. Why are selective invoices being held? Please respond.

7. You stated that you are abiding by the opinion of an outside legal counsel but have declined to state who that is or how they're being compensated. Do you realize that secret legal counsel is inappropriate?

Answer: There is no secret legal counsel. I have attached the independent legal opinion. In order to protect myself from any civil and/or criminal liability, I felt it was necessary for me to engage independent legal counsel. I believed City Attorney Chubb was telling me to perform an illegal act. No city funds were used to compensate The Curcio Law Firm.

20-01638

Oakland Strategies Group

106 Tregent St
Pontiac, MI 48342
Phone: 248.895.6061
E-mail: jasonbauer@gmail.com



Directions

Please make check out to:

Customer:
City of Pontiac
Elections Division

Jason Bauer
106 Tregent St
Pontiac, MI 48342

Invoice#: 000366
Date: October 28, 2020

Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
25,000	Printing		11x17 Election Mailers (8 page folded in half and stapled Full color w/bleed)				\$4,950.00
1	Design		8.5x11 Mail Piece				\$600.00
24,253	Postage		USPS Postage				\$4,365.54
24,253	Handling		Mail Handling				\$975.00

Invoice was charged to 101-191-818.013 incorrectly,

Charge invoice as follows
101-191-818.000 - \$ 4,950
101-191-882.000 - \$ 600
101-191-728.000 \$ 5340.54

approved
J. Dwyer
10/28/20

Subtotal	\$10,890.54
Tax	TAX EXEMPT
Shipping	
Miscellaneous	
Balance Due	\$10,890.54



Office of Pontiac City Clerk Report

FALL 2020

Special Issue: Medical Marihuana



**Garland Doyle
Pontiac City Clerk**

Dear Resident,

This past summer, we officially launched the Medical Marihuana application review process. Ordinance 2357(B) the City of Pontiac Medical Marihuana Facilities Ordinance approved by Pontiac voters gives the City Clerk the responsibility to review, evaluate and/or score applications.

After voters approved Medical Marihuana, the City of Pontiac adopted Ordinance 2363 a zoning ordinance to regulate where Medical Marihuana facilities could locate in the City. Ordinance 2363 established the Cesar Chavez, Downtown, and Walton Blvd Medical Marihuana Overlay Districts as shown on pages 2-3 of this newsletter. As the City Clerk, I am required to follow both ordinances as the review team assists me in evaluating and/or scoring applications to determine if an applicant should be awarded a permit. I have assembled a team of professional experts to assist me with the review of applications to ensure that the City of Pontiac awards licenses to the most qualified applicants. The review team members are listed on page 7. Each member of the team was required to sign confidentiality/non-disclosure and conflict of interest forms to ensure that they do not have any conflicts or any financial interest in any of the applicants being awarded a license. **I am committed to a review process that has integrity.**

Ordinance 2357(B) allows the City to award no more than 20 provisioning center licenses using a 130 point scale. According to Ordinance 2363 the zoning ordinance, no more than 5 provisioning center permits will be awarded in the Cesar Chavez Overlay District. No more than 5 provisioning center permits will be awarded in Downtown. No more than 5 provisioning center permits will be awarded in the Walton Blvd Overlay District and no more than 5 permits will be awarded in the Non Overlay, for a total of 20 provisioning center licenses.

As a part of each applicant's application, they are required to make significant investments in our community. It is my responsibility to ensure that these commitments are fulfilled. This is why, I created the community benefits scoring system as a way to evaluate these commitments.

In addition, the Clerk can award an unlimited number of permits for grower and processors if they, satisfactorily, fulfill the application requirements and will locate in either the Cesar Chavez or Walton Blvd Overlay Districts only. Safety Compliance and Secure Transporter permits can be awarded in each of three medical marihuana overlay districts as well as C-1, C-3, C-4, M-1 and M-2 zoned properties located outside of the Medical Marihuana Overlay Districts. See p. 4 for the City of Pontiac Zoning Map. The review process has several phases as shown on pages 5-6. In an effort to be fully transparent, all of the applicant proposed locations and type of license they are seeking are listed on pages 3-5.

As your City Clerk, **I am committed to a review process that is fair.**

Garland Doyle
Interim City Clerk

Provisioning Center Scoring System

Category	Max Points
1. Content and Sufficiency Background Information (up to 5 points) Financial Background (up to 10 points) Economic Benefits (up to 10 points) Community Development (up to 10 points) *scored using Community Benefits Scoring Planning (Facility) (up to 10 points) Patient Education (up to 5 points)	50
2. Land Use	20
3. Community Impact	10
4. Managerial Resources	10
5. Financial Resources	10
6. Job Creation	10
7. Philanthropic & Community Improvement *scored using Community Benefits Scoring	10
8. Physical Improvements	10
Total Possible Score	130

Grower, Processor, Safety Compliance and Secure Transporter Applications and not scored they will be evaluated using a satisfactory vs. unsatisfactory system.

Inside This Issue

- 2-3: Medical Marihuana Overlay Districts
- 4: Non Overlay
- 5-6: Review Process
- 7: Review Team



Downtown Overlay District Map



Available License Types in the Downtown Overlay District

- 1.) **Secure Transporter**
- 2.) **Safety Compliance**
- 3.) **Provisioning Centers (No more than 5 Provisioning Centers will be selected in this district)**

Applications on page 3

Applications on page 3



Medicial Marihuana Overlay Districts

Walton Blvd. Overlay District Map



Available License Types in the Walton Blvd Overlay District

- 1.) Grower
- 2.) Processor
- 3.) Secure Transporter
- 4.) Safety Compliance
- 5.) Provisioning Centers (No more than 5 Provisioning Centers will be selected in this district)

Applicants

Cesar Chavez District

Grower Applications	
Establishment Name	Establishment Address
Misty Mee LLC	1248 Cesar E Chavez 48340
Nature's Gold LLC	585 W Kennett
PGSH Holdings Inc.	1054 Durant 48340
Processor Application	
Establishment Name	Establishment Address
Nature's Gold LLC	585 W Kennett
Provisioning Center Applications	
Establishment Name	Establishment Address
Caesars Garden	910 Cesar E Chavez
Greenhouse Farms Pontiac LLC	985 Cesar E Chavez
Herb Wealth LLC	856 Cesar Chavez
Larren Investments LLC	986 Cesar E Chavez
Misty Mee LLC *BloomCity Club Pontiac	1248 Cesar E Chavez
OP Holdings II LLC	TBD
PGSH Holdings LLC	1054 Durant
Prime 7 LLC	658 Cesar E Chavez
Pure Life Solutions II LLC	676 Cesar E Chavez
Rize Cannabis	772 Cesar E Chavez
Southeast Provisioning Center LLC	784 Cesar E Chavez
The Cured Leaf TC Inc	962 Cesar E Chavez
The Dixie Depot	TBD
Top Hill Compassion Center	946 Cesar Chavez
U-Versity Medz	1024 Durant
West Fort Holdings LLC	870 Cesar E Chavez
Yellow Tail Ventures Inc	1025 Cesar Chavez

Downtown District

Provisioning Center Applications	
Establishment Name	Establishment Address
3 Green LLC	81 N Saginaw
Battle Spring LLC	49 N Saginaw
Clean Roots LLC	2 & 4 N Saginaw
Common Citizen	17 S Saginaw
Detroit Medical Concepts LLC dba Kaleafa Pontiac	177 N Perry
Green Bronco III LLC	50501 Woodward
Green Buddha II LLC	20 Whittemore
Green Buddha/Marelus Brice	18 W Pike
Greenstone East LLC	87 N Saginaw
JDS Brothers LLC	7073 Trillway
JNN Property LLC	33 N Saginaw
JNN Property LLC	45 N Saginaw
Michigan Supply and Provisions	50 N Saginaw
Nature's Medicine	17 W Lawrence
Nature's Medicine	101 Saginaw
New Gen Meds	1 N Saginaw
Pontiac Provisioning LLC	140 N Saginaw
Pure Roots LLC	23 N Saginaw
QPS Michigan Holdings LLC	21 N Saginaw
RTMC Enterprises Inc dba Northern Trellis	123 N Saginaw
RTMC Enterprises Inc dba Northern Trellis	10-12 W Pike
VB Chesaning	91 N Saginaw
Zenith Ventures LLC	22 N Saginaw

Walton Blvd District

Provisioning Center Applications	
Establishment Name	Establishment Address
3967 Euclid LLC	85 E Walton
444 Commercial Consulting LLC	529 E Walton
5303 Portage Inc	298 W Walton
Cure Wellness LLC	547 Walton
Glacial Waters Ventures Flourish Michigan	177 W Walton
Green Facilities Development LLC	156 W Walton

Walton Blvd District

Lake Effect	108 W Walton
Leafco Ventures Inc	1461 Baldwin
Lucid Detroit	114 W Walton
Nature's Relief Pontiac	TBD
Nature's Remedy of Pontiac LLC	278/290 W Walton
Oak Flint LLC	500 E Walton
Ocean Capitol LLC	TBD
REM Pontiac LLC	1430 Joslyn
Shine Cannabis	41 E Walton



Non-Overlay

Medical Marihuana Provisioning Centers are permitted in C-1, C-3 and C-4 zones properties located outside of the Cesar Chavez, Downtown and Walton Overlay Districts.

Prior to being issued a permit, the applicant will need to obtain a special exemption permit from the City of Pontiac Planning Commission.

Available License type in the Non-Overlay Provisioning Centers (No more than 5 provisioning centers will be selected in the Non-Overlay)

Zoning Map

City of Pontiac, Michigan

CERTIFICATION
I, City Clerk, City of Pontiac, do hereby certify that this is a true map of the map submitted for the Emergency Manager of the City of Pontiac, Oakland County, Michigan, on the _____, as well as those amendments made in _____ of the Pontiac City Ordinance.

John Simpson

Zoning Map Effective January 2012
Zoning Map Amendments:

Date	Ordinance #	Date	Ordinance #
02-02-12	2250	07-16-14	XXXX
04-17-12	2257	11-26-14	XXXX
09-27-12	2261		
06-22-12	2264		
08-07-12	2269		
12-16-13	23xx		



Residential Districts	Mixed Use Districts	Other Districts
R1A Medium Low Density Dwelling	C-0 Office Business	SP-1 Industrial Park
R1B Large Lot One Family Dwelling	C-1 Low Density Business	M-1 Light Manufacturing
R-1 One Family Dwelling	C-2 Downtown	M-2 Heavy Manufacturing
R-2 Two Family and Terrace Family Dwelling	C-3 Corner Commercial	P-1 Parking
R-3 Multiple Family Dwelling	C-4 Suburban Business	SP Special Purpose
R-4 Multiple Family Dwelling Elevator Apartment	T-C Town Center	
R-5 Trailer Coach Park	C-C Civic Center	
R-6 Recreation Open Space	MUD Mixed Use District	
	GOT Government Office Technical District	



WadeTrim

Applicants

Non-Overlay

Provisioning Center Applications	
Establishment Name	Establishment Address
Attitude Wellness LLC	45258 Woodward
Baldwin Investment Group LLC	1245 Baldwin
Blue Transit LLC	49730 Woodward
Common Citizen	45671 Woodward
Core Canna	101 E Walton
CRO Ventures LLC	348 Franklin
Cure Pontiac	TBD
District	307 Cesar E Chavez
District	44784 Woodward
DSK Holding Company LLC	241 S Telegraph
Genesis Wellness Center	746 N Perry
Get Your Greens LLC	645 S Telegraph
Green Station Depot	TBD
Green Zone	50300 Woodward
Greenhouse Farms Pontiac LLC	51616 Woodward
Greenstone Michigan LLC	284 S Telegraph
Greenstone Natural Remedies	205 N Opdyke
Hayat Quality Provisioning I Inc	701 Orchard Lake
Herb Wealth	791 Baldwin
HKM Group LLC	50800 Woodward
JARS	869 Orchard
JDS Brothers LLC	3 S Glenwood
JIS LLC	254 N Telegraph
Joyology	1001 Orchard Lake
KG Capital Investments LLC	689 Baldwin
Larren Investments LLC	44911 Woodward
MK Group MI LLC	51848 Woodward
Nature Releaf Pontiac	454-460 W Huron
Nature's Remedy of Pontiac LLC	939 Orchard Lake
Nirvana Operations MI LLC	644 Cesar E Chavez
Nirvana Operations MI LLC	2212 Glade
NOBO Michigan LLC	735 Auburn
Ocean Capitol LLC	1065 Perry
PGSH Holdings LLC	44732 Woodward
Pharmaco Inc	345 W Walton
Pharmaco Inc	1 S Glenwood
Pleasantrees	44821 Woodward
Pure Roots LLC	984 Orchard Lake
Pure Roots LLC	44731 Woodward
Quality Roots LLC	890/892 W Huron Ste C (Current) 18 N Telegraph (New)
RTMC Enterprises Inc DBA	270 S Telegraph
Northern Trellis	
SJMB Holdings LLC	684 Auburn
Supherb Dank Inc	23 W Montcalm
The Pier Provisioning Center	TBD
West Coast Meds LLC	390 W Huron
Wish Pontiac LLC	422 W Huron
Zen Republic LLC	645 W Walton
Zen Republic LLC	935 Orchard Lake



Other Applications

Safety Compliance are permitted in C-1, C-3, C-4, M-1 and M-2 zoning districts outside the Medical Marihuana Overlay Districts.

Secure Transporters are permitted in C-1, C-3, C-4, M-1 and M-2 zoning districts outside the Medical Marihuana Overlay Districts.

Ordinance 2363 only permits Grower or Processors to be licensed if they are located in the Cesar Chavez or Walton Overlay Districts

The City has received the following grower and processor applications that are not in either the Cesar Chavez or Walton Blvd Overlay Districts as required by Ordinance 2363.

Grower Applications	
Establishment Name	Establishment Address
Botanical Greens Inc.	1651 E Highwood
Family Rootz	1-97 S Glenwood Bldg. C 48342
Family Rootz	1-97 S Glenwood Space 35 Unit 100 48342
Pharmaco Inc.	13 S Glenwood 48342
Processor Applications	
Family Rootz	1-97 S Glenwood Space 35 Unit 100 48342
Pharmaco Inc.	13 S Glenwood 48342

What will happen to these applications?

In January 2020, the City Council submitted a proposed zoning map amendment to the Planning Commission to allow grower and processor facilities to locate outside of the Cesar Chavez and Walton Blvd Overlay Districts. The Planning Commission has yet to issue a recommendation to the City Council. The City Council must receive a recommendation from the Planning Commission prior to amending Ordinance 2363. Until Ordinance 2363 is amended these applications cannot be licensed by the Office of the City Clerk.

Review Process



Review Phase 1

➔ Content Review

- ➔ Clerk staff will review application to make sure all information and exhibits have been submitted.



Review Phase 2

➔ Default Review

- ➔ Staff from each department/division checks the applicant name and stakeholders to ensure they are not in default with the city.



Review Phase 3

➔ Evaluation and/or Scoring Review

- ➔ Review team members evaluate and or score their respective sections of the application.



Review Phase 4

➔ Compliance Review

- ➔ The legal and planning advisors ensures that satisfactory and unsatisfactory standards have been consistently applied by reviewers for Grower, Processor, Secure Transporter, and Safety Compliance.
- ➔ The legal and planning advisors ensures that Satisfactory, Somewhat Deficient, and Very Deficient scoring for Provisioning Centers has been consistently applied by reviewers.



Review Process



Review Phase 5

➔ Background Check



Review Phase 6

➔ Conditional Approval or Application Denied

- ➔ If applicant receives conditional approval, they advance to Phase 7.
- ➔ If application is denied, applicant can file an appeal. (See Process for Appeal)



Review Phase 7

- ➔ Site Plan Approval and/if necessary Special Exemption Approval Appeal.



Review Phase 8

- ➔ Certificate of Compliance/Occupancy from Building and Fire.

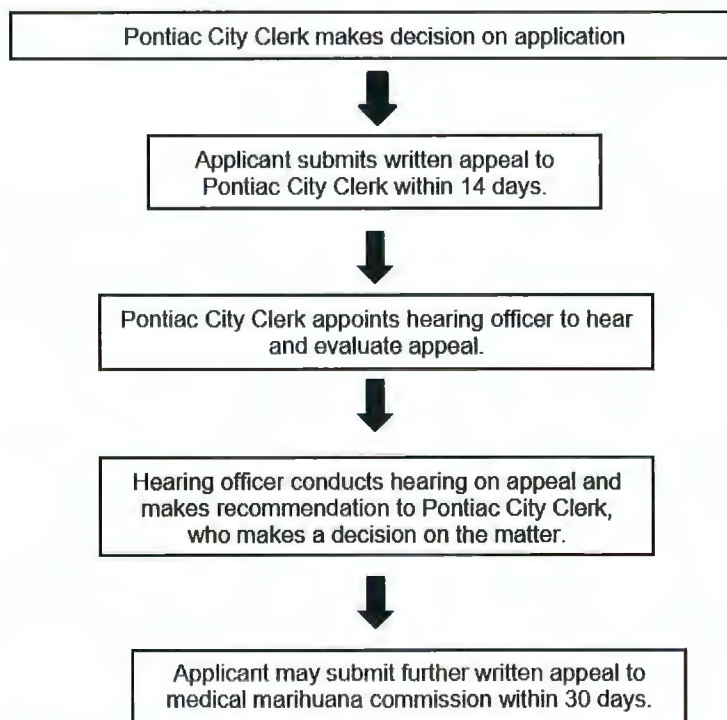


Review Phase 9

- ➔ Clerk issues a permit provided you have been issued your pre-qualification from the State of Michigan.

Get monthly updates on the review process at pontiaccityclerk.com/medical-marihuana

Process For Appeal





Review Team

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

Garland Doyle was appointed Interim City Clerk in October 2018 by the Pontiac City Council. He previously served as the Deputy Director for Community & Economic Development in Pontiac. Also, he has been an administrator for the City of Detroit. City Clerk Doyle is a results-driven local government leader. He is a certified nonprofit professional (CNP).

Doyle holds a Master of Public Administration with a concentration in Nonprofit Administration and a Graduate Certificate in Local Government Management from Eastern Michigan University. His Bachelor of Arts degree is from Wayne State University.

Jonathan Starks, Special Assistant to the City Clerk

Jonathan Starks joined the Office of the City Clerk in 2019. His primary responsibility is assisting the City Clerk with the medical marijuana review process. Jonathan received his Bachelor of Business Administration in Accounting from Cleary University.

Professional Experts

Sherman J. Taylor, JD CPA, Financial Advisor

Sherman J Taylor received his bachelor's degree in Business Administration in Accounting and Taxation from Grand Valley State University in 2008. He went on to study public interest law at the University of the District Columbia's David A. Clarke School of Law. As a senior staff accountant, he led engagements focused on projecting cash flow and forecasting sales trends to evaluate the worth and viability of both budding and established enterprises.

His work with Michigan Cannabis companies began in 2017. He's given multiple lectures on cannabis taxation and wrote numerous periodicals including, "When money grows on Michigan Trees, The Taxation of Medical Marijuana under the Michigan Medical Marijuana Facilities Licensing Act," published in the Oakland County Bar Journal in 2018.

Robert Huth, Jr., Esq., Legal Advisor

Robert Huth is a partner with Kirk, Huth, Lange and Badalamenti, PLC. Attorney Huth has thirty years of legal experience. Rob's expertise is in municipal matters relating to litigation, and ordinance drafting. During the "Great Recession" he was appointed a founding member of the Michigan Government Turnaround Association and in that capacity was often called upon by the Michigan Treasurer to assist municipalities during difficult financial times.

Jill Bahm, AICP, Planning Advisor

Jill Bahm is a partner at Giffels Webster and has a broad planning background that includes work in both the public and private sector. Jill's municipal experience as a city planner and DDA executive director, combined with her commercial real estate experience, design, marketing and promotional skills, allows her the opportunity to assist clients with a variety of projects. Jill also enjoys exploring how new technologies can be used to engage the public and improve service delivery. Jill serves on the Main Street Oakland County Advisory Board and the Michigan Association of Planning Information & Education Committee.

John Fraser, Esq., Appeals Hearing Officer

John Fraser is an associate attorney with Grewal Law PLLC and leads the firm's Cannabis Law division. He is the Chair-Elect of the Council for the Marijuana Section of the State Bar of Michigan. In addition, John is an adjunct professor of law at Western Michigan University Colley Law School where he teaches a course on Medical Marijuana and law. He also regularly lectures and presents on cannabis law topics to attorneys and the community.

**The following City Departments and Divisions are a part of the review team.
Planning, Building, City Engineering, and the Waterford Regional Fire Department.**



Garland S. Doyle, Pontiac City Clerk
47450 Woodward
Pontiac, MI 48342



PRSR STD
US POSTAGE
PAID
MASS MAILING

Contact Your City Clerk (248) 758-3200

clerk@pontiac.mi.us /PontiacCityClerk

/PontiacClerk Pontiac City Clerk

<http://pontiaccityclerk.com>

Drive-Up Official Ballot Dropbox Locations:

- » **Bowens Center 52 Bagley**
- » **City Hall 47450 Woodward**
- » **Fire Station 787 W Huron**
- » **Herrington Elementary 541 Bay**
- » **Kennedy/Owen School 1700 Baldwin**
- » **Ruth Peterson Center 990 Joslyn**
- » **Walt Whitman Elementary 125 W Montcalm**



Pontiac Elected Officials

Mayor Deirdre Waterman, MD..... (248) 758-3181
Council President Kermit Williams, Dist. 7 (248) 758-3017
Council President Pro Tem Randy Carter, Dist. 4 (248) 758-3014
Council Member Patrice Waterman, Dist. 1 (248) 758-3018
Council Member Megan Shramski, Dist. 2 (248) 758-3015
Council Member Mary Pietila, Dist., 3 (248) 758-3019
Council Member Gloria Miller, Dist., 5 (248) 758-3016
Council Member Doris Taylor Burks, Dist. 6 (248) 758-3027

Pontiac Polling Locations

New Bethel Baptist Church
174 Branch Street
Precincts: 1, 2 & 3

Bowens Center
52 Bagley St
Precincts: 4, 5 & 6

Baldwin Center
212 Baldwin Ave
Precincts: 7 & 8

Alcott Elementary
460 W Kennett Rd
Precincts: 9 & 10

Kennedy Jr. High - 11 & 12
1700 Baldwin Rd.
Precincts: 11 & 12

Pontiac High
1051 Arlene
Precincts: 13 & 14

Herrington Elementary
541 Bay St
Precinct: 15

Pontiac Middle School
1275 N Perry
Precincts: 16, 17 & 18

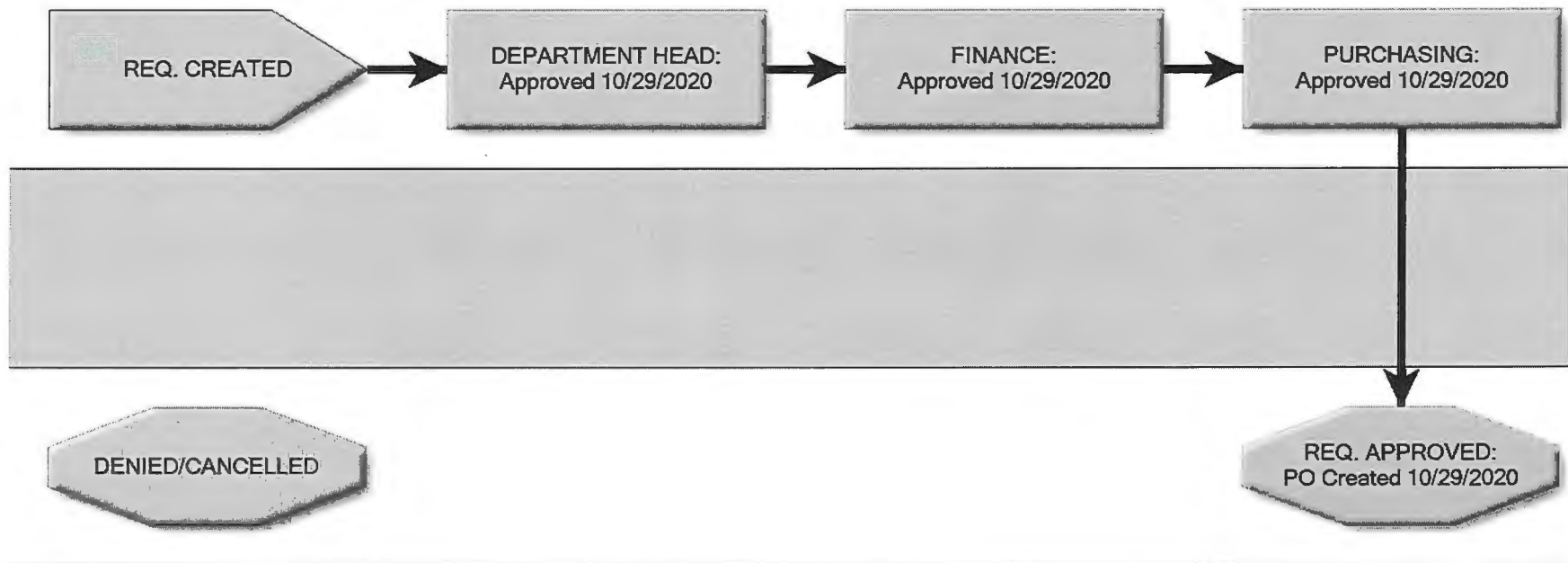
Salvation Army
469 Martin Luther King Jr Blvd S
Precincts: 19, 20 & 21

Important Dates:

November 3, 2020 Election Day

November 11, 2020 Veterans Day (City Offices Closed)

November 26-27, 2020 Thanksgiving Holiday (City Offices Closed)



Date	JNL	Description	Reference #	Debits	Credits	Balance
10/01/2020		101-191-728.000 Postage				10,486.35
10/29/2020	GJ	RECLASS ELECTION INV PER GARLAND DOYLE	11679	975.00		11,461.35
10/29/2020	GJ	RECLASS ELECTION INV PER GARLAND DOYLE	11679	4,365.54		15,826.89

Date	JNL	Description	Reference #	Debits	Credits	Balance
10/01/2020		101-191-818.000 Other Professional Services				0.00
10/29/2020	GJ	RECLASS ELECTION INV PER GARLAND DOYLE	11679	4,950.00		4,950.00
10/31/2020		101-191-818.000	END BALANCE	4,950.00		4,950.00

Date	JNL	Description	Reference #	Debits	Credits	Balance
10/01/2020		101-191-882.000 Prof Services - Public Relations				0.00
10/29/2020	GJ	RECLASS ELECTION INV PER GARLAND DOYLE	11679	600.00		1,500.00

\$975.00
 +4,365.54
 +4950.00
+600.00
 Total \$10,890.54

Attorney Memorandum¹

To: Garland Doyle, Pontiac City Clerk
From: Nick Curcio, Attorney
Re: Locational Requirements for Marijuana Growers and Processors
Date: March 9, 2021

In 2019, the City of Pontiac adopted Ordinance Number 2363 to establish zoning requirements for medical marijuana facilities.² Among other things, the ordinance establishes three medical marijuana overlay districts (MMODs), known as the Walton Boulevard MMOD, the Cesar Chavez MMOD, and the C-2 downtown MMOD. The stated purpose of MMODs is to “provide for the placement of Medical Marijuana³ related uses . . . with a goal of minimizing potential adverse impacts on adjacent property owners, neighbors, and the City.”⁴ Over the last year, questions have arisen as to whether, and in what circumstances, the zoning ordinance allows parcels outside the MMODs to be approved for marijuana-related uses. To help clarify this issue, you asked for my opinion as to whether the Planning Commission is authorized to grant a special exception permit for a marijuana grower or processor at a location outside of the MMODs. You also asked if a conditional rezoning agreement could authorize the Planning Commission to do so, without rezoning the property in question to be part of an MMOD.

For the reasons described below, I believe the answer to both of those questions is “no.” If called upon to interpret the City’s zoning ordinances, a reviewing court would likely conclude that the MMODs are the exclusive locations in the City where growers and processors can legally operate. While the zoning ordinance expressly allows other

¹ This memo is one of several that you asked me to prepare as your privately retained legal counsel. During our initial consultation, you explained to me that you felt pressured to take actions in your role as City Clerk that you believed to be contrary to applicable law. Accordingly, you asked for my opinion on various legal issues to help you decide how to respond to those pressures. Please note that I do not represent or have any relationship with the City of Pontiac. Pursuant to Section 4.202(a) of the Pontiac City Charter, the City Attorney is responsible for “supervising the conduct of all the legal business of the City and its departments.”

² The statements of fact in this opinion are based primarily on your representations to me during our initial consultation. For the most part, I have not independently verified those representations.

³ Notably, both the City’s zoning ordinance and various state statutes use an antiquated spelling of “marijuana” that includes an “h” instead of a “j.” This memo uses the more modern spelling except where quoting directly from ordinance or statutory text.

⁴ Pontiac Zoning Ordinance § 3.1101.

types of medical marijuana facilities to be located outside of the MMODs subject to a special exception permit, it makes no such allowance for grower and processor uses. Accordingly, the City cannot reasonably interpret the zoning ordinance to provide such an allowance, nor can it create such an allowance through a contract with a private party. Rather, the only scenarios in which a parcel that is currently outside of an MMOD could be lawfully approved for grower or processor uses would be if: (1) the parcel is rezoned to be within an MMOD; or (2) the City amends the zoning ordinance to allow medical marijuana growers and processors in other locations, either as permitted uses or special exception uses.

By way of further explanation, there are several sections of the zoning ordinance that are relevant to answering the question posed above. First, section 2.201 explains the distinction between the different designations for zoning uses in the City of Pontiac. A “permitted use” is one that is clearly compatible with a given zoning district and therefore “require[s] a minimum of limitations.” Permitted uses are allowed “by right,” subject only to site plan review to the extent required by section 6.202. A “special exception use,” by contrast, is a use “presenting potential injurious effect upon residential and other property, unless authorized under specific imposed conditions.” In particular, special exception uses require a special exception permit issued by the Planning Commission pursuant to a more rigorous review process provided in article 6, chapter 3 of the zoning ordinance. If the zoning ordinance does not authorize a defined use as either a permitted use or a special exception use in a particular zoning district, section 2.202 provides that the use is prohibited in that district.

Pursuant to section 2.204 of the zoning ordinance, a table labeled “Table 2” lists “the uses that may be permitted in each zoning district.” In doing so, it uses different symbols to distinguish uses that are permitted by right from those that require a special exception permit. Among other things, Ordinance Number 2363 amends Table 2 to include five different types of medical marijuana facilities, each of which is defined and

authorized by the Michigan Medical Marihuana Facilities Licensing Act. The new sections of Table 2 appear as follows:

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 Marijuana Grower									o	o	o	Section 2,544
Medical Marijuana Processor									o	o	o	Section 2,545
Medical Marijuana Provisioning Centers				*	o	o	*	o	o		Section 2,546	
Medical Marijuana Safety Compliance Facility				*	o	o	*	*	o	o	Section 2,547	
Medical Marijuana Secure Transporter				*	o	o	*	*	o	o	Section 2,548	

* Special Exception Permit Uses outside the Medical Marihuana Overlay Districts

o Principal Permitted Uses in the Medical Marihuana Overlay Districts

As shown above, the rows in the table for grower and processor uses are identical, with both having a circle symbol (o) in the M-1, M-2, and IP-1 columns. According to the key below the table, that symbol indicates that a use is a principal permitted use in the MMODs. In other words, when a parcel is zoned M-1, M-2, or IP-1 with an MMOD overlay designation, grower and processor uses are permitted by right. Notably, the rows in the table for grower and processor uses do not include any asterisk symbols (*), which indicate that a use can be authorized via special exception permit for parcels outside the MMODs. By contrast, the rows for the other three types of medical marijuana uses contain asterisk symbols in various columns.

In addition to Table 2, there are several other sections in the zoning ordinance that are potentially relevant to the question posed. For each use type, Ordinance Number 2363 creates a new zoning section that provides locational and other regulatory requirements. For example, section 2.544 pertains to grower facilities, and states in a subsection entitled "Licensing" that "Medical Marihuana Grower uses are not permitted

outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.” Section 2.545 pertains to processors and has a nearly identical provision. By contrast, sections 2.546, 2.547, and 2.548, which pertain to provisioning centers, safety compliance facilities, and secure transporters, respectively, state that each of those uses may be located outside of the MMODs. For example, section 2.546 states: “No More than five (5) Provisioning Centers shall be established in the C-1, C-3, and C-4 zoned properties combined outside the Medical Marihuana Overlay Districts.” Sections 2.547 and 2.548 include similar language.

The final relevant section of Ordinance Number 2363 is section 3.1106, which provides: “Medical Marihuana uses outside the Medical Marihuana Overlay Districts are subject to Planning Commission approval following the Standards for Approval of Section 6.303 for Special Exception Permits, and Article 2, Chapter S, Development Standards for Specific Uses.”

In my opinion, these sections collectively indicate that growers and processors can only be located in the MMODs, where they are permitted by right. I understand that some have suggested otherwise, asserting that section 3.1106 allows all five types of medical marijuana uses to locate outside of the MMODs if the Planning Commission approves a given location by issuing a special exception permit. This reading of the ordinance is contrary to two principal rules of legal interpretation, and therefore is not legally viable. First, when possible, courts must “give every word meaning, and should seek to avoid any construction that renders any part of a statute surplus or ineffectual.”⁵ As the Supreme Court has explained, “when there is tension, or even conflict, between sections of a statute, this Court has a duty to, if reasonably possible, construe them both so as to give meaning to each; that is, to harmonize them.”⁶ Here, if section 3.1106 is read to allow all five types of medical marijuana uses to locate outside of the MMODs, the sections of the ordinance that expressly prohibit growers and processors from locating outside of the MMODs (i.e., Table 2 and sections 2.544 and 2.545) would be superfluous and ineffectual. On the other hand, all of the relevant sections can be easily harmonized by reading section 3.1106 more narrowly, so that its reference to “Medical Marihuana uses outside the Medical Marihuana Overlay Districts” refers only to the

⁵ *In re Turpening Estate*, 258 Mich App 464, 465; 671 NW2d 567 (2003).

⁶ *Nowell v Titan Ins Co*, 466 Mich 478, 483; 648 NW2d 157 (2002).

three specific types of uses that are expressly allowed to locate outside of the MMODs pursuant to other sections (i.e., provisioning centers, safety compliance facilities, and secure transporters). This reading is perfectly consistent with the text of the ordinance, in that it does not require giving any words or phrases irregular meanings.

A second relevant principal of interpretation is that when two sections of a statute or ordinance are in conflict with each other, the more specific provision takes precedence over the more general one.⁷ This rule is thought to help courts give effect to the legislature's intent, on the theory that "the specific provision comes closer to addressing the very problem posed by the case at hand and is thus more deserving of credence."⁸ Here, to the extent that the various provisions of the zoning ordinance are in conflict with each other, the provisions that directly address the locational requirements for growers and processors are more specific than section 3.1106, which refers to medical marijuana uses more generally. Accordingly, a court would likely find that the more specific provisions that prohibit growers and processors from locating outside of the MMODs take precedence over any language in section 3.1106 that might suggest otherwise.

Aside from the interpretive issue involving section 3.1106, some have suggested that the Court of Appeals's decision in *Reilly v Marion Township*⁹ empowers the Planning Commission to grant special exception permits for growers and processors outside of the MMODs, even if the text of the ordinance does not do so. This suggestion is based on a fundamental misunderstanding of the holding in *Reilly*. In that case, the Court considered a narrow issue of interpretation involving the Marion Township zoning ordinance: whether the zoning board was authorized to grant a special exception permit for a commercial trucking operation even though commercial trucking was not specifically listed in the zoning ordinance as a special exception use permitted in any zoning district.¹⁰ The court concluded that the zoning board had the power to do so, because language in the ordinance specifically "empowered [the board] to add to the list

⁷ See, e.g., *Bruwer v Oaks* (On Remand), 218 Mich App 392, 396; 554 NW2d 345 (1996).

⁸ Scalia & Garner, *Reading Law: The Interpretation of Legal Texts* (St. Paul: Thomson/West, 2012), p 183.

⁹ 113 Mich App 584, 317 NW2d 693 (1982).

¹⁰ *Id.* at 588-589.

of special use exceptions those exceptions deemed necessary to protect adjacent properties, the general neighborhood, and its residents and workers.”¹¹

There are at least three reasons why the decision in *Reilly* has no bearing on the question you posed above. First, unlike the ordinance in *Reilly*, the Pontiac Zoning Ordinance is not silent as to whether the various medical marijuana facilities are allowed as special exception uses. Rather, Table 2 and other sections of the ordinance specifically indicates that some are and some are not. This fact alone distinguishes the present circumstance from *Reilly*. Second, also unlike the ordinance in *Reilly*, the Pontiac Zoning Ordinance does not include any language indicating that the Planning Commission can add to the list of uses that are permitted by special exception permit. Third, it is questionable whether *Reilly* remains good law after the passage of the Michigan Zoning Enabling Act (MZEa). In *Whitman v Gallien Township*,¹² the Court of Appeals held that the MZEa, which was enacted in 2006, “require[es] that a zoning ordinance specifically enumerate the land uses and activities that are eligible for special-use status.”¹³ In doing so, the court seemed to indicate that the open-ended list of special exception uses at issue in the *Reilly* may not comply with the new requirements in the MZEa.¹⁴

Finally, some have suggested that the City can allow growers and processors to locate outside of the MMODs by entering into conditional rezoning agreements wherein the City agrees to rezone a parcel to a zoning designation that does not ordinarily allow growers or processors (*i.e.*, a zoning designation outside of the MMODs), but then provides in the agreement that the parcel can be used as a grower or processor via a special exception permit. In my opinion, the MZEa does not allow this type of arrangement. The relevant provision of the MZEa authorizes conditional rezoning agreements by providing that “[a]n owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map.”¹⁵ When used in the zoning context, the word “condition” refers to a “limitation[] on the use of the land and to protect nearby owners.”¹⁶ Accordingly, the purpose of a conditional rezoning

¹¹ *Id.* at 588.

¹² 288 Mich App 672; 808 NW2d 9 (2010).

¹³ *Id.* at 17.

¹⁴ *Id.*

¹⁵ MCL 125.3405.

¹⁶ *City of Troy v Aslanian*, 170 Mich App 523, 528; 428 NW2d 703 (1988).

agreement is to place *additional limitations* on a specific parcel that would not otherwise exist under the zoning designation to which the property is being rezoned. For example, a community might choose to rezone a residential parcel to a commercial designation, but then provide by agreement that the parcel can only be used for a lower-intensity commercial use, like an ice cream store, rather than for any of the commercial uses ordinarily permitted in the district.¹⁷ Importantly, nothing in the text of the statute indicates that a rezoning agreement can authorize a property owner to engage in uses that are not allowed in the zoning district to which the parcel is being rezoned. Such an arrangement is inconsistent with the common understanding of the word “condition,” which refers to imposition of additional limitations rather than granting of additional rights. Therefore, if the City wishes to use conditional rezoning to allow growers or processors in new locations, the only permissible way to do so would be to rezone the parcel in question to an MMOD zoning designation. A reviewing court would likely determine that a rezoning agreement that rezones a parcel to a different zoning designation, outside of an MMOD, cannot authorize grower or processor uses to operate via special exception permit.

I hope this memo sufficiently answers your question. Please let me know if there is anything further I can do to assist with this issue.

¹⁷ As one prominent commentator has explained, “To reduce controversy or concerns the applicant might volunteer to condition the zoning amendment to restrict the use of the parcel(s) to only a specific certain land use. For example an ice cream store rather than all the possible land uses in a commercial district. If the zoning amendment is approved something like a deed restriction is placed on the parcel so that only the restricted uses of the parcel are possible.” Kurt H. Schindler, Michigan State University Extension, “All zoning does not have to include everything in the Michigan Zoning Enabling Act,” August 19, 2015



Office of the City Clerk

Stands for Transparency and Accountability

Garland Doyle, M.P.A., Interim City Clerk Releases the Entire List of Center for Tech and Civic Life (CTCL) Grant Expenditures

Purpose of the Grant: Support the 2020 Pontiac Safe Voting Plan

Grant Award: \$405,640

Grant Expenditures: \$249,108.21 (as of April 9, 2021)

Grant Remaining Balance: \$156,531.79

The grant balance must be spent by June 30, 2021. Any unused funds have to be returned to the CTCL.

As of April 9, 2021

Funding Source	Grantee	Total Budget	YTD Expenditures	Remaining Amount
Center for Tech and Civic Life (CTCL)	City of Pontiac Office of the City Clerk	\$405,640.00	\$249,108.21	\$156,531.79

Center for Tech and Civic Life

Vendor/Company or Last Name	Vendor/First Name	BSA Invoice Description	YTD Expenditures
Ballot Drop Boxes			\$20,892.27
Elam Service Group		Ballot Boxes (7) - Installation	\$5,250.00
Amazon		Temporary Security Cameras (Ballot Boxes)	\$474.72
American Security Cabinets LLC		Ballot Boxes (7) - Development & Design	\$14,298.00
American Security Cabinets LLC		Ballot Box Covers (7)	\$869.55
Election Administration Equipment			\$16,126.63
Done Right Engraving		Pontiac Polling Site Signs	\$270.00
Doyle	Garland	Election Expenses Reimbursement - Uhaul Rental to Transport Election Equipment to Precincts & office supplies	\$230.10
Estwo Promotions		Election Aprons	\$3,599.20
Amazon Services		Election Scanners	\$2,549.70
Insight Public Sector		Computer Equipment	\$6,884.11
Insight Public Sector		Computer Equipment (2 computers & 2 monitors)	\$1,837.12
Staples Business Advantage		Equipment (Drop Box Covers, Laptop bags, etc.)	\$756.40
Non-partisan voter education			\$30,705.84
iHeart Radio		Election Day Non-partisan Ads	\$4,000.00
Sawicki & Son		Signage (Yard signs reminding citizens to vote)	\$1,650.00
Staples		Labels & Stapler	\$268.55
21st Century Media		Notice of Registration & Election	\$6,382.00
Thompson	Damon	Professional Services (Public Relations) - Safe Voting Video	\$450.00
Oakland Strategies Group		Postage & Mailings (General Election Absentee Voter postcards & sample ballot mailings)	\$17,355.29
Jackson	Thomas	Canvassers - General	\$200.00
Jacson	Yvette	Canvassers - General	\$200.00
Williams	DeNicco	Canvassers - General	\$200.00
Personal Protective Equipment (PPE) for staff, poll workers or voters			\$1,903.79
Daily Printz w/BT		Face Masks for Election Workers	\$1,750.00
Doyle	Garland	Election Expenses Reimbursement - COVID Supplies & Signage	\$153.79

Polling place rental and cleaning expenses			\$650.00
Amarge Development		Polling Location Rental Fee	\$650.00
Poll worker recruitment funds, hazard pay and/or training expenses			\$109,771.49
Adams	Jack	Election Day Pollworker Training - General	\$25.00
Alexander-Estill	Carol	Chair - General	\$425.00
Allen	Camillya	Absentee Voting Processor - Primary/General	\$375.00
Allen	Christine	Inspector - Primary	\$230.00
Anantharaman	Krishnan	Co-chair - Primary/General	\$605.00
Ansari	Amr	Sanitizer - Polling Location - General	\$305.00
Atwater	Brian	Election Day Pollworker Training - General	\$25.00
Bailey	Leslie	Co-chair - Primary	\$250.00
Bambury	Mark	Election Day Pollworker Training - General	\$25.00
Barnes	Tempest	Chair - Primary/General	\$725.00
Bates	Valerie	Chair - Primary/General	\$725.00
Baylor-Boothe	DaQuetta	Co-chair - Primary/General	\$825.00
Beck	Rhonda	Inspector - Primary	\$330.00
Black	Pauline	Co-Chair -General	\$375.00
Blacknall	Rodney	Inspector - Primary/General	\$560.00
Blauwaert	Eric	Inspector - General	\$330.00
Blunt	Cameron	Inspector/Social Distance Monitor - Primary	\$150.00
Bouchard	Michael	Election Day Pollworker Training - General	\$50.00
Bowlby	Anne	Absentee Voting Processor - General	\$350.00
Boyes	Christine	Inspector - Primary/General	\$585.00
Bradferd	Cassandra	Chair - Primary	\$300.00
Bradley	Valerie	Absentee Voting Runner - Primary	\$400.00
Bricker	Jeff	Absentee Voting Runner - General	\$375.00
Briggs	Jacqueline	Inspector - Primary/General	\$560.00
Briggs	Mitzi	Phone Bank - General	\$330.00
Brooks	Charles	Election Day Pollworker Training - General	\$25.00
Brothers	Ann	Inspector - General	\$355.00
Broussard	Yvette	Absentee Voting Processor - General	\$350.00
Brown	Deandre	Inspector/Social Distance Monitor - Primary	\$230.00
Buchsbaum	Jesse	Co-Chair - General	\$350.00
Bullock	Kaylie	Receiving Board - General	\$275.00
Bullock	Zelma	Inspector - Primary/General	\$585.00
Burks	Kimberly	Inspector - General	\$355.00
Cabbil	Sheryl	Inspector - Primary/General	\$560.00
Camp	Joshua	Election Day Pollworker Training - Primary	\$25.00
Cannon	Pernia	Election Day Pollworker Training - Primary	\$25.00
Carley	Robert	Inspector - General	\$330.00

Carson	John	Location Monitor - General	\$350.00
Carson	Pauletta	Inspector - Primary/General	\$655.00
Carthane	Kim	Inspector - Primary/General	\$535.00
Cash	Alonzo	Mover - Primary/General	\$575.00
Castro	Alissa	Election Day Pollworker Training - General	\$25.00
Castro	Benansio	Chair/Mover - Primary/General	\$1,150.00
Castro	Irene	Co-chair - Primary/General	\$600.00
Chamberlain	Melanie	Inspector - General	\$330.00
Chambers	Joyce	Inspector - General	\$355.00
Chen	Kevin	Absentee Voting Processor - General	\$350.00
Clark	Quanicia	Inspector - Primary/General	\$630.00
Cobos	Ana	Co-chair - Primary	\$250.00
Cohen	Tina	Inspector - Primary/General	\$560.00
Coleman	Loretta	Inspector - Primary/General	\$255.00
Coleman	Mavis	Inspector - Primary/General	\$560.00
Cook	Ronald	Election Day Pollworker Training - General	\$25.00
Cooper	Elisa	Co-Chair - General	\$375.00
Cosby	Kelly	Location Manager - Primary/General	\$925.00
Crawford	Karmaleeda	Inspector - Primary/General	\$560.00
Crimes	Vanessa	Absentee Voting Processor - General	\$350.00
Davies	Barbara	Inspector - Primary/General	\$255.00
Davis	Paula	Absentee Voting Processor - General	\$350.00
Dempsey	Debrie	Co-chair - Primary	\$250.00
Dewalt	Jenaya	Election Day Pollworker Training - Primary	\$25.00
Dillion	Sharon	Location Manager - Primary/General	\$950.00
Donahue-Bey	Lindburg	Mover - Primary/General	\$450.00
Donalson	Christine	Chair - Primary/General	\$725.00
Dooley	Jennifer	Chair - Primary/General	\$725.00
Dooley	Robert	Sanitizer - Polling Location - General	\$305.00
Dowell	Fern	Inspector - Primary/General	\$605.00
Dugan	Amyre	Inspector - General	\$330.00
Easley	Marsha	Co-Chair - General	\$350.00
Edison	Callie	Inspector - Primary/General	\$585.00
Elam	Jamia	Social Distance Monitor - Primary	\$200.00
Elam	Jordyn	Social Distance Monitor - Primary	\$200.00
Elliot	Willie	Location Monitor - General	\$330.00
Ellsworth	Delores	Inspector - Primary/General	\$585.00
English	Lula	Inspector - Primary/General	\$560.00
Eppenyer	Quinton	Election Day Pollworker Training -Primary	\$25.00
Esguerra	Jody	Receiving Board - General	\$275.00
Estes	Nicole	Inspector - General	\$330.00
Estill III	Russell	Inspector - General	\$355.00
Estill IV	Russell	Inspector - General	\$355.00

Fairley-Hunter	Katie	Inspector - General	\$355.00
Fed	Sandra	Inspector - Primary	\$230.00
Fleming	Jennifer	Inspector - Primary/General	\$585.00
Fletcher	Antijuan	Social Distance Monitor - Primary	\$230.00
Fletcher	Marneshia	Inspector - General	\$355.00
Ford	Corene	Inspector - General	\$330.00
Foster	Monetta	Phone Bank - General	\$330.00
Foster	Shani	Chair - Primary/General	\$725.00
Fowlkes	Darryl	Supervisor/Mover - Primary/General	\$1,350.00
Franklin	Ruperta	Co-chair - Primary/General	\$605.00
Fultz	Kuwan	Inspector/Social Distance Monitor - Primary	\$230.00
Fultz	Kwanzell	Inspector/Social Distance Monitor - Primary	\$230.00
Gaba	Charles	Absentee Voting Processor - General	\$350.00
Gallucci	Mia	Absentee Voting Processor - General	\$350.00
Giles	Nicole	Election Day Pollworker Training - General	\$25.00
Gorcyca	Mary Jo	Inspector - General	\$330.00
Gordon	John	Inspector - Primary/General	\$560.00
Gordon	Carolyn	Co-chair - Primary/General	\$580.00
Green	Levon	Inspector - Primary/General	\$560.00
Green	Julia	Chair - Primary/General	\$625.00
Hamilton	ViLisa	Chair - Primary/General	\$625.00
Hardie	LaKeshia	Chair - Primary/General	\$650.00
Hardie	Kimari	Co-chair - Primary/General	\$555.00
Harris-Carter	Sharon	Inspector - General	\$355.00
Hauser-Pyeatt	Carrie	Inspector - Primary/General	\$505.00
Hawkins	Jozette	Inspector - Primary/General	\$560.00
Hawley	Lisa	Absentee Voting Processor - General	\$350.00
Haynes	Debra	Absentee Voting Processor - General	\$350.00
Helman	Marcus	Co-Chair - General	\$375.00
Henderson	Millicent	Absentee Voting Processor - General	\$350.00
Henk	Kathleen	Inspector - General	\$355.00
Higginbotham	Andrea	Inspector - Primary	\$230.00
Hodges	Beverly	Chair - Primary/General	\$625.00
Hodges	Lyketta	Co-chair - Primary/General	\$625.00
Hoen	Mary	Absentee Voting Processor - General	\$350.00
Hunt	Tamika	Co-Chair - General	\$350.00
Ivey	LaTina	Inspector - Primary/General	\$560.00
Jackson	Destiny	Sanitizer - Polling Location - General	\$305.00
Jackson	Odessa	Election Day Pollworker Training - General	\$25.00
Jacobs	James	Election Day Pollworker Training - General	\$25.00
Jacobs	Lezel	Election Day Pollworker Training - Primary	\$43.00
Jacobs	Denise	Election Day Pollworker Training - General	\$25.00
Jeffery	Bret	Absentee Voting Processor - General	\$350.00

Jeffery	Ruth	Absentee Voting Processor - General	\$350.00
Johnson	Kerry	Inspector - General	\$330.00
Johnson	Irma	Inspector - Primary/General	\$585.00
Johnson	John	Inspector - Primary/General	\$585.00
Johnson	Z'areyah	Inspector - Primary	\$200.00
Johnson	Larnidra	Election Day Pollworker Training - Primary	\$25.00
Jones	Francine	Election Day Pollworker Training	\$25.00
Jones	Vanessa	Co-chair/Social Distance Monitor - Primary	\$250.00
Jones	Maurice	Absentee Voting Runner - General	\$350.00
Jovanovic	Tanja	Co-Chair - General	\$375.00
Kapanka	Susan	Inspector - Primary	\$230.00
Kirkland	Andrew	Inspector - Primary	\$230.00
Knowles	Andrea	Inspector - General	\$370.00
Koenig	Richard	Inspector - General	\$330.00
Kovacek	David	Inspector - General	\$330.00
Lafferty	John	Inspector - Primary	\$230.00
Lambert	Kristen	Absentee Voting Processor - General	\$350.00
Latimer	Lesia	Inspector - Primary	\$230.00
Lavalais	Corsey	Location Monitor - General	\$330.00
LeDuff	Octave	Inspector - Primary/General	\$585.00
LeDuff Jr	Octave	Sanitizer - Polling Location - General	\$305.00
Lee	Carolyn	Inspector - General	\$355.00
Lewis	Latina	Chair - Primary	\$300.00
Lewis	Nancy	Inspector - Primary/General	\$255.00
Liss	Jonah	Sanitizer - Polling Location - General	\$305.00
Lombardo	Shawn	Inspector - General	\$355.00
Lopez	Stephany	Inspector - Primary	\$230.00
Lucas	Earl	Inspector - Primary/General	\$535.00
Lucas	Victoria	Inspector - General	\$330.00
Lucas	Jackie	Absentee Voting Runner - General	\$375.00
Ludtk	Shelby	Absentee Voting Processor - General	\$350.00
Machado-Wright	Maria	Co-chair - Primary/General	\$580.00
Manilla	Joanne	Absentee Voting Processor - General	\$350.00
Manzoor	Iman	Inspector - Primary	\$230.00
Martin	Taylor	Co-Chair - General	\$375.00
Martin	Catherine	Inspector - General	\$330.00
Mason	Mya	Chair - General	\$400.00
McAdoo	John	Inspector - Primary/General	\$560.00
McCathern	Charmeen	Inspector - Primary/General	\$560.00
McClenon	Eunice	Inspector - Primary/General	\$560.00
McKinley	Trina	Election Day Pollworker Training - General	\$25.00
McQuade	Peggy	Inspector/Social Distance Monitor - Primary	\$230.00
Meas	Savannah	Inspector - Primary/General	\$580.00

Miller	Elaine	Chair - Primary/General	\$725.00
Miller	Iola	Inspector - General	\$330.00
Mohan	Briana	Co-chair - Primary/General	\$600.00
Moody	Debra	Inspector - Primary	\$230.00
Moragne	Brenda	Absentee Voting Sorter - General	\$330.00
Moragne	Linda	Absentee Voting Sorter - General	\$330.00
Morway	Cheryl	Inspector - Primary/General	\$560.00
Nagy	Mary Lou	Inspector - Primary/General	\$355.00
Nagy	Ernest	Inspector - General	\$330.00
Nauss	Harrison	Sanitizer - Polling Location - Primary	\$200.00
Neal	Mark	Co-chair - Primary/General	\$600.00
Newburn	Steven	Canvassers - General	\$200.00
Newman	Malkia	Chair - Primary/General	\$700.00
Newman	Debrae	Co-chair - Primary/General	\$630.00
Nicholas	Regina	Inspector - Primary/General	\$560.00
Northcross-Lateef	Kahlil	Sanitizer - Polling Location - General	\$305.00
Nuccio	Beth	Inspector - Primary	\$230.00
O'Connor	Carolyn	Inspector - General	\$330.00
Oneill	Tim	Inspector - General	\$355.00
Opthoff	Donna	Inspector - General	\$355.00
Otis	Paula	Inspector - General	\$375.00
Palise	Mark	Inspector - General	\$330.00
Pascot	Diane	Election Day Pollworker Training - General	\$25.00
Patterson	Neleita	Inspector - General	\$355.00
Payne	Nicholas	Inspector - General	\$330.00
Peals	Calvanita	Inspector - Primary/General	\$560.00
Penson	Teresa	Election Day Pollworker Training - General	\$25.00
Peters	Mavis	Election Day Pollworker Training - General	\$25.00
Pugh	Johnetta	Inspector - Primary	\$230.00
Rahman	Tasawwar	Co-Chair - General	\$350.00
Ramos	Johanna	Election Day Pollworker Training - Primary	\$25.00
Ramos-Ortiz	Neftali	Inspector - Primary/General	\$655.00
Rector	Dana	Receiving Board - General	\$275.00
Reece	Janiqua	Co-chair - Primary	\$250.00
Reed	John	Absentee Voting Processor - General	\$350.00
Robbins	David	Co-chair - Primary/General	\$625.00
Roberts	Veronica	Inspector - General	\$330.00
Rogers	Lori	Absentee Voting Processor - General	\$350.00
Rose	Arthur	Chair - Primary/General	\$735.00
Rose	Shelbie	Inspector - General	\$330.00
Rowells	Brandon	Inspector - General	\$330.00
Salahou	Abiba	Receiving Board -General	\$275.00
Sanderson	Mary	Inspector - General	\$330.00

Settles	Cortez	Trouble Shooter - Primary	\$500.00
Shade	Vivian	Election Day Pollworker Training - General	\$25.00
Sharpton	Canovia	Co-chair - Primary/General	\$625.00
Sheltraw	Joseph	Inspector - General	\$355.00
Shelvy	Demetri	Inspector - Primary/General	\$560.00
Shields	Gwendolyn	Election Day Pollworker Training - General	\$355.00
Shockley	Sheila	Election Day Pollworker Training - General	\$25.00
Shockley	Calvin	Election Day Pollworker Training - General	\$25.00
Shorter	Alan	Election Day Pollworker Training - General	\$25.00
Simmons	John	Inspector - Primary/General	\$560.00
Simms	Polly	Absentee Voting Processor - General	\$350.00
Sloan	Louise	Co-Chair - General	\$350.00
Smith	LaTrena	Co-Chair - General	\$375.00
Smith	Gwendolyn	Inspector - Primary/General	\$585.00
Smith	Annie	Election Day Pollworker Training - General	\$25.00
Smith	Zenora	Inspector - Primary	\$200.00
Smith	Geraldine	Election Day Pollworker Training - Primary	\$25.00
Spann	Lord-Oshton	Inspector - General	\$330.00
Spann	Princess-Rryal	Inspector - General	\$330.00
Stanfield	Valentina	Inspector - Primary	\$230.00
Stieler	Brianna	Inspector - General	\$330.00
Talibah	Suhailah	Chair - Primary	\$300.00
Teasley	Gainell	Inspector - General	\$330.00
Teasley	Rory	Mover - Primary/General	\$980.00
Teasley Sr.	Glenn	Inspector - General	\$330.00
Terry	Gina	Inspector - General	\$330.00
Terry	Cateisha	Phone Bank - Primary/General	\$330.00
Thomas	Jerrydine	Inspector - Primary/General	\$560.00
Thomas	Joyce	Inspector - Primary	\$230.00
Thompson	Priscilla	Election Day Pollworker Training - General	\$25.00
Tiggs	Sonya	Chair - Primary/General	\$700.00
Torres-Harper	Mirtha	Inspector - Primary/General	\$560.00
Tsivitse	Chris	Absentee Voting Processor - General	\$350.00
Vargas	Carmen	Inspector - Primary	\$230.00
Walker	Denelda	Inspector - General	\$330.00
Walker	Gayle	Inspector - Primary/General	\$560.00
Walters	Jordan	Election Day Pollworker Training - General	\$25.00
Washington	Patrick	Inspector - Primary/General	\$560.00
Washington	Ronald	Inspector - Primary/General	\$560.00
Washington	Jennifer	Chair - Primary/General	\$900.00
Washington	Jailynn	Co-chair - Primary/General	\$775.00
Watkins	Frederick	Receiving Board - General	\$275.00
Watts	Luis	Co-chair - Primary/General	\$600.00

Webb	Joyce	Absentee Voting Sorter - General	\$330.00
Webb	Arrianna	Absentee Voting Sorter - General	\$330.00
Williams	Kelly	Inspector - General	\$330.00
Williams	Vicki	Inspector - Primary/General	\$255.00
Williams	Avana	Inspector - Primary	\$230.00
Winkworth	Rob	Absentee Voting Processor/Runner - General	\$350.00
Withers	Randolph	Election Day Pollworker Training - Primary	\$25.00
Womble	Robert	Inspector - Primary/General	\$255.00
Woods	Earsia	Inspector - Primary/General	\$585.00
Wright	Jordin	Inspector - Primary/General	\$580.00
Yancy	Matthew	Sanitizer - Polling Location - General	\$305.00
Yeargin	Andrea	Election Day Pollworker Training - General	\$25.00
Young	Threada	Inspector - General	\$330.00
Young	Dennis	Inspector - General	\$330.00
Taylor	Joyce	Pollworker Trainer	\$880.00
Moore	Sonya	Pollworker Trainer	\$3,800.00
Office Management & Consulting		Election Equipment	\$2,050.00
Doyle	Garland	Election Expenses Reimbursement - Water/Snacks for Trainings	\$58.49
Unique Food Management		General Election Day Meals (Pollworkers)	\$3,500.00
Temporary Staffing Support			\$48,941.65
Campbell	Sylvia	Clerk's Office Elections Temp	\$6,659.70
Carpenter	Alicia	Clerk's Office Elections Temp	\$933.45
Castro	Mary	Clerk's Office Elections Temp	\$14,317.85
Hottle	Pamela	Clerk's Office Elections Temp	\$5,974.58
Jimenez	Janet	Clerk's Office Elections Temp	\$4,318.81
Marve	Solomon	Clerk's Office Elections Temp	\$3,330.00
Ornsby	Kailah	Clerk's Office Elections Temp	\$4,494.68
Reece	LaShunda	Clerk's Office Elections Temp	\$3,453.40
Roberts	Letyna	Clerk's Office Elections Temp	\$1,252.50
Wright	Kendall	Clerk's Office Elections Temp	\$2,785.88
Wright	Charita	Clerk's Office Elections Temp	\$1,420.80
Vote-by-mail/Absentee Voting Equipment/Supplies			\$20,116.54
Sprint		Telephone Charges for Pollworkers	\$52.21
Staples		General Election Supplies	\$1,811.94
Starks	Jonathan	Service Team Mileage Reimbursement	\$132.80
Amazon		Honeywell Barcode Scanners	\$1,618.28
Printing Systems		Election Envelopes	\$935.93
Printing Systems		Election Forms & Supplies	\$485.25
Doyle	Garland	Election Expenses Reimbursement - Overnight Postage for mailing absentee ballots	\$362.15

Thompson	Damon	Professional Services (Public Relations) - Absentee Voting Videos	\$900.00
Printing Systems		Election Forms & Supplies	\$6,394.43
Printing Systems		Election Forms & Supplies (Postage for Single AV App Postcards)	\$3,532.55
Oakland County Treasurer		Absentee Voting Equipment/Supplies	\$3,891.00

How will the remaining \$156,531.79 of the grant funds be spent?

- Funding Election Specialist position in the Clerk's Office
- PontiacCityClerk.com website upgrades
- Permanent Ballot Drop Boxes Security Cameras