

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."

47450 Woodward Pontiac, MI 48342 Phone: (248) 758-3200

Garland S. Doyle, M.P.A.

Website: <http://pontiaccityclerk.com/city-council-meetings>

Interim City Clerk

FORMAL MEETING
243rd Session of the 10th Council
July 6, 2021
6:00 P.M.
Bowens Center
52 Bagley
Pontiac, MI 48341

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Approval of the Agenda

Approval of the Minutes

1. June 29, 2021

Subcommittee Report

2. Public Safety- June 11, 2021

Public Hearing

3. Reprogram Home Consortium Funding (From the Carriage Circle Project Funded By The County) to Proposed Recommended Community Development Block Grant (CDBG) Projects For Program Year 2020

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

4. American Rescue Plan (ARP): Town Hall to Engage Citizen Input
Presentation Presenters: Mayor Waterman, Darin Carrington, Finance Director, and Alexandra Borngesser, Contract Compliance/Grant Writer
5. Let's Get Pontiac "Vacc to Normal" Vaccine Clinic
Presentation Presenter: Mayor Waterman
6. City Clerk's Citizen Monitoring Taskforce on Medical Marihuana Implementation
Presentation Presenter: Garland Doyle, Interim City Clerk

Discussion

7. Recreational Marijuana in Pontiac (This discussion was requested by Council President Williams. Sammie Rogers was asked to make a presentation during the discussion.)

Recognition Elected Officials

Agenda Address

Agenda Items

Ordinance

8. Adoption of an Ordinance regarding Parking of Commercial Vehicles and Other Specified Vehicles and Equipment on Residential Streets Prohibited; Taxicab Exception; Parking of Commercial Streets for One Hour Permitted; Exceptions; Temporary Parking Motor Homes, Pickup Campers, and Coupled Trailer Coaches on Residential Street Permitted

Resolutions

City Clerk

9. Resolution to approve the job description of the Assistant City Clerk/Regulatory Analyst
10. Resolution to approve the job description of the Elections/Clerk Specialist

Department of Public Works (DPW)

11. Resolution to approve a one-year extension for Great Lakes Contracting Solutions, LLC for Roadway Maintenance Program
12. Resolution to approve a one-year extension for Great Lakes Power and Light for Street Light Maintenance

Economic Development

13. Resolution to Reprogram HOME Consortium - Carriage Circle Funds and Recommending Project Allocations for Community Development Block Grant (CDBG) Program Year 2020

Pontiac Youth Recreation and Enrichment Center (PYREC)

14. Emergency Resolution to Mitigate Expected Damages Through an Extension of the Lease Agreement for 825 Golf Drive.

Mayoral Monthly Reports

15. Personnel Monthly Staff Report **(No report was submitted.)**
16. Monthly Check Register **(Per the Administration, the check registers are posted on the city's website http://pontiac.mi.us/departments/finance/financial_reports.php#revize document center rz3702**
17. City Credit Card Statement **(Per the Administration, the credit card statement was given directly to Council Members by the Finance Director.)**

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

Upcoming Special Presentation

July 20, 2021

Office of the City Clerk Medical Marihuana Update

#1

MINUTES

June 29, 2021 Study

**Official Proceedings
Pontiac City Council
242nd Session of the Tenth Council**

Call to order

A Study Session of the City Council of Pontiac, Michigan was called to order at the Bowen Senior Center, 52 Bagley Pontiac, MI 48342 on Tuesday, June 29, 2021 at 6:12 p.m. by Council President Pro-Tem Randy Carter.

Roll Call

Members Present – Carter, Miller, Pietila, Shramski and Taylor-Burks
Mayor Waterman was present.
Clerk announced a quorum.

Excuse Councilmembers

21-188 **Motion to excuse Councilmembers Kermit Williams and Patrice Waterman for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

Approval of the Agenda

21-189 **Motion to approve the Agenda.** Moved by Councilperson Pietila and second by Councilperson Miller.

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

No: None

Motion Carried.

Approval of the Minutes

21-190 **Motion to approve meeting minutes for June 8, 2021.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

21-191 **Motion to approve meeting minutes for June 15 (Special Meeting on the Budget), June 15 (Study Session), June 21, June 23 and June 24, 2021.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

Public Comment

Four (4) individuals addressed the body during public comment

June 29, 2021 Study

Suspend the Rules

21-192 **Motion to suspend the Rules.** Moved by Councilperson Pietila and second by Councilperson Shramski.

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

No: None

Motion Carried

Resolution

Planning

21-193 **Resolution to approve a Specially Designed Merchant (“SDM”) and Class C, ‘Bistro’ Licenses by the petitioner, 47 North, Inc., at 47 N. Saginaw Street.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City of Pontiac chooses to engage in PA 58, 1998, MCL 436.1521a(1)(b)(i) for issuance of New On-Premises Development District License and establishment of Redevelopment Liquor Licenses in the Tax Increment Finance Authority Act (TIFA) District under Part 3 of Public Act 57 of 2018.

Whereas, 47 North, Inc., Parcel 64-14-29-433-017, 47 N. Saginaw St., has made petition for a Specially Designated Merchant (“SDM”) and Class C, ‘Bistro’ License, and meets eligibility requirements for licensure issuance under MCL 436.1521a(1)(b)(i).

Whereas, the City of Pontiac Planning Commission unanimously approved a recommendation at the February 5, 2020 meeting, that the Class C Bistro License for The Pontiac Little Art’s Theatre at 47 N. Saginaw St, be approved for license issuance to the Pontiac City Council. The Pontiac City Council reviewed this request at a meeting on February 18, 2020, and approved and issued a Resolution evidencing such approval.

Whereas, the Michigan Liquor Control Commission requested that the Council’s resolution be clarified in certain respects.

Whereas, the City of Pontiac Planning Commission unanimously approved a recommendation at the June 2, 2021 meeting, that the Specially Designated Merchant [SDM] and Class C, Bistro license for 47 North Inc. at 47 N. Saginaw Street be approved for license issuance.

Whereas, 47 North, Inc., 47 N. Saginaw St, shall comply with the City of Pontiac Ordinance 2366 to Allow for Redevelopment Liquor Licenses and Conditions for Issuance and operations of the petitioned Specially Designated Merchant (“SDM”) and Class C, ‘Bistro’ License and MCL 436.1521 a(1)(b)(i). Therefore, to provide clarification as requested by the MLCC, Be It Resolved, that the petition for Specially Designated Merchant (“SDM”) and Class C, ‘Bistro’ License on behalf of the petitioner, 47 North, Inc., 47 N. Saginaw St, is hereby approved and the City Council further recommends this application be considered for approval by the Michigan Liquor Control Commission.

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

No: None

Resolution Passed

Adjournment

Council President Pro-Tem Randy Carter adjourned the meeting at 7:24 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

#2

**SUBCOMMITTEE
REPORT**

Public Safety Subcommittee June 11, 2021 called to order at 9:30 a.m. by Chair Pietila

Present was EMT/Manager Charles Hughes, SSGT Steve Law, Fire Chief Matt Covey and Chair Councilwoman Mary Pietila who verified Councilwoman Sharamski and ProTem Carter were notified one week in advance.

Discussion started with the increase of calls for Transport by both Star EMS 880 in April 930 in May and Waterford Regional, 211 in April with 271 in May the increase is mainly due to heat related issues, and staffing shortages, although Star has hired 3 Basic EMT's last month and brought on 4 more this month. During the day shift during the week, Star is working with "scramble cars" to assist road crews; these are compiled of Licensed Management Staff that go out in ambulances when needed. Car seat checks are still on hold.

Discussed were the "frequent flyer citizens" who don't really need transport due to medical reasons, but prefer a cot and meals. Both Star and Waterford regional have been overcome with these calls of late. SSGT did inform Star and Waterford regional there is such a thing as misuse of 911 and tickets can be issued, as it is interfering with mutual aid services.

Station 7 was given accolades by Manager Hughes, as they were part of the rescue crew at an accident Star responded to. As well as the Crash on E. Rundell and Edison was mentioned as Deputy McCann was the one who pulled the young lady out from the car after the Deputies lifted it off of her.

Average response time is 5.26 per call, with a State average of 6.0 min. Two Fire Fighters were promoted to fire inspectors in the Fire Marshall's Division consisting of 4 personnel; promotions are based upon testing and experience. The annual testing is listed on the 2nd page of the Pontiac May report.

DB stats included will show that there were 308 road patrol arrests, and 352 Traffic citations in May, as well as 47 state Warrant arrests and 38 Federal Warrant arrests.

I did explain that Council had not yet voted on the Commercial Vehicle Ordinance as I was waiting on the Council President, and Councilwoman Sharamski to respond to my email of June 9, but hadn't heard back from them. On Tuesday, June 8th it was deferred for one week. Therefore it should be coming back up on the 15th.

We discussed was Council Presidents comments that he heard the time was not conducive to all., although that was never shared with the Chair until Tuesday, if we were to move the day Wednesday would be best, as most departments would be fully staffed morning would be best 9:00 a.m. was the time chose by Star, Waterford regional and SSgt Law. Although I do work on Wednesday Afternoon I did commit to Wednesday Morning if that work best for our Public Safety Departments, for they would not be able to provide the services to the residents who do pay for these services to be available to them, if we met in the P.M. or later in the A.M. when calls picked up. I did call Councilwoman Sharamski, and attempted to explain, but she was opposed to an a.m. meeting. Yet these are not services where people are leaving offices, but are on the road, when calls increase in the afternoon and evenings.

Meeting was adjourned at 10:30 A.M July meeting will be on Wednesday July 14, 2021 at 9:00 a.m.

| DISPATCH | 21-Jan | 21-Feb | 21-Mar | 21-Apr | 21-May |
|----------------------------|---------------|---------------|---------------|---------------|---------------|
| Abdominal Pain | 29 | 24 | 31 | 18 | 34 |
| airmedical transport | | | 1 | | 1 |
| ALLergies | 3 | 4 | 4 | 7 | 2 |
| ALTERED MENTAL STATUS | 7 | 4 | 10 | 6 | 6 |
| Animal bites | 1 | | 3 | 2 | 1 |
| Assault | 27 | 26 | 12 | 20 | 27 |
| Invalid assist | 2 | 4 | 7 | 4 | 7 |
| Pedestrian struck by Auto | | | | | |
| Back Pain | 102 | 12 | 17 | 20 | 14 |
| Breathing Problems | | 77 | 93 | 133 | 94 |
| Boating Accident | | | | | |
| Burns | | | | 2 | 1 |
| Cardiac Arrest | 15 | 17 | 23 | 17 | 22 |
| Chest pain | 71 | 50 | 57 | 80 | 63 |
| Choking | 2 | 6 | 2 | 4 | 3 |
| CO poisoning | 1 | | | 1 | |
| Seizures | 44 | 40 | 43 | 39 | 49 |
| Diabetic Issues | 25 | 18 | 26 | 21 | 30 |
| Drowning | | | | | |
| Unspecified EMS SERVICE | | | | | 2 |
| Electrocution | | | | 1 | 1 |
| Eye issues | | 2 | | | 2 |
| Fainting | | | | | |
| Fall Victim | 57 | 54 | 45 | 58 | 60 |
| Fever | | | | | |
| Fire | | | | | |
| Headache | 1 | 5 | 2 | 5 | 9 |
| Heart Problems | 15 | 13 | 4 | 4 | 8 |
| Heat/Cold Exposures | 3 | 2 | 2 | 1 | |
| Hemorrhage from Laceration | 16 | 13 | 14 | 13 | 13 |
| Industrial Accident | | 1 | | | |
| Medical alarms | 5 | 9 | 1 | 5 | 8 |
| MCI | | | | | |
| Ingested Poison | | | | | |
| Non Emergent requests | | | 9 | | 7 |
| Overdose | 29 | 34 | 37 | 33 | 49 |
| Pregnancy/Childbirth | 9 | 4 | 2 | 6 | 7 |
| Psychiatric Problems | 37 | 33 | 36 | 35 | 31 |
| Respiratory Arrest | | | | | |
| "Sick" Person | 165 | 117 | 198 | 212 | 193 |
| Standby | | | | | 1 |
| stab/Gunshot Wound | 5 | 5 | 5 | 2 | 12 |
| Stroke/CVA | 20 | 16 | 16 | 13 | 18 |
| Traffic Accidents | 21 | 33 | 38 | 35 | 39 |
| Palliative care | 29 | 28 | 28 | 31 | 28 |
| Traumatic Injury | 11 | 19+ | 11 | 16 | 17 |

| | | | | | |
|---------------------------|-----|-----|-----|-----|-----|
| Unconscious/unknown cause | 29 | 34 | 28 | 22 | 48 |
| UNKNOWN | 9 | 12 | 4 | | 1 |
| "Person DOWN" | 16 | 5 | 22 | 13 | 20 |
| Sexual Assault | | | | | |
| Well Person Ck | 2 | 2 | 2 | 1 | 2 |
| | | | | | |
| total | 808 | 704 | 833 | 880 | 930 |

| | 21-Jan | 21-Feb | 21-Mar | 21-Apr |
|---------|--------|--------|--------|--------|
| 48340 | 5.1 | 4.9 | 5 | 5.2 |
| 48341 | 4.8 | 4.8 | 4.9 | 4.8 |
| 48342 | 4.9 | 4.9 | 4.9 | 5 |
| Monthly | 4.9 | 4.86 | 4.9 | |



WATERFORD REGIONAL FIRE DEPARTMENT

2495 Crescent Lake Road • Waterford, MI 48329

Phone: 248.673.0405 • Fax: 248.674.4095

www.waterfordmi.gov

Matthew J. Covey, Fire Chief • Carl J. Wallace, Deputy Fire Chief • John R. Phebus, Fire Marshal

MONTHLY FIRE DEPARTMENT REPORT For the City of Pontiac May 2021

Total Pontiac Fire Station calls - month: **458** Average Response Time **5.26** min. per call

Total calls for Pontiac Stations - YTD: **1,786**

City Calls: Fires **23** EMS: **271** False Alarms: **36** Other: **128**

Pontiac YTD, Fires **101** 5.58% EMS: **1,092** 60.30% False Alarms: **135** 7.45%

Other **485** 26.67 %

| <u>Month Count</u> | <u>Response Times</u> | <u>YTD</u> |
|--------------------|-----------------------|------------|
| FS-6: Fires – 05 | 6:29 | 015 |
| EMS –59 | 5:25 | 212 |
| FS-7: Fires –13 | 4:56 | 46 |
| EMS –100 | 5:27 | 441 |
| FS-8: Fires –3 | 5:25 | 18 |
| EMS –58 | 5:32 | 239 |
| FS-9: Fires –2 | 5:25 | 18 |
| EMS –54 | 4:38 | 186 |

Fire Injuries to personnel: Zero

Fire Injuries to civilian: Zero

Notable Event:

- Promotion of Two Fire Inspectors with the Fire Marshal's Div. consisting of four personnel as before.
- Annual station inspections conducted By DC Wallace and BC Bridger
- Members of WRFD attended the following trainings in the month of May:

1. 1 day OAKWAY High Rise Training OCC Crest center - Green shift
2. 3 day Structural collapse training Howell union training site-1 member
3. 4 day Pump apparatus operator class hosted at WRFD headquarters -8 members
4. 3 day OAKWAY Peer support Class – 2 members
5. EMS department training topic for May was Pediatrics- all personnel

**Oakland County Sheriff's Office
Pontiac Substation
2021**

7/2/2021 9:08

| Road Patrol/DB | January | February | March | April | May | June | July | August | Sept | October | November | December |
|-------------------------------|---------|----------|-------|-------|-----|------|------|--------|------|---------|----------|----------|
| Road Patrol Arrests: | 293 | 293 | 355 | 308 | | | | | | | | |
| Traffic Citations: | 219 | 290 | 302 | 352 | | | | | | | | |
| Detective Bureau Warrants: | 111 | 115 | 143 | 132 | | | | | | | | |
| Cases Assigned to Detectives: | 404 | 325 | 403 | 396 | | | | | | | | |
| Appearance Citations: | 8 | 7 | 13 | 10 | | | | | | | | |
| DNA Swabs | 1 | 0 | 0 | 0 | | | | | | | | |

| Totals |
|--------|
| 1,249 |
| 1,163 |
| 501 |
| 1,528 |
| 38 |
| 1 |

Domestic Violence Arrests

| | | | | | | | | | | | | |
|---------------------|----|----|----|----|--|--|--|--|--|--|--|--|
| State Law Warrants: | 38 | 34 | 44 | 47 | | | | | | | | |
|---------------------|----|----|----|----|--|--|--|--|--|--|--|--|

| |
|-----|
| 116 |
|-----|

Directed Patrol Unit

| | | | | | | | | | | | | |
|---------------------------------|-----------|-----------|-----------|----------|--|--|--|--|--|--|--|--|
| Felony Arrests: | 50 | 48 | 43 | 35 | | | | | | | | |
| Misdemeanor Arrests in Custody: | 9 | 14 | 7 | 8 | | | | | | | | |
| Appearance Citations: | 8 | 13 | 5 | 2 | | | | | | | | |
| Traffic Citations: | 0 | 0 | 0 | 0 | | | | | | | | |
| Controlled Buys: | 0 | 0 | 0 | 0 | | | | | | | | |
| Drugs Seized-Value: | \$ 8,000 | \$ 17,010 | \$ 14,115 | \$ 9,570 | | | | | | | | |
| Money Seized: | \$ 67,990 | \$ 687 | \$ 2,445 | \$ 7,687 | | | | | | | | |
| Handguns Seized: | 8 | 13 | 14 | 7 | | | | | | | | |
| Long Guns Seized: | 0 | 0 | 0 | 0 | | | | | | | | |
| Search Warrants Executed: | 0 | 0 | 0 | 0 | | | | | | | | |

| |
|-----------|
| 176 |
| 38 |
| 28 |
| 0 |
| 0 |
| \$ 48,695 |
| \$ 78,809 |
| 42 |
| 0 |
| 0 |

Violent Crimes Statistics

| | | | | | | | | | | | | |
|----------------------------------|---|---|---|---|--|--|--|--|--|--|--|--|
| Armed Robberies | 3 | 7 | 2 | 3 | | | | | | | | |
| Homicides: | 1 | 1 | 0 | 1 | | | | | | | | |
| Discharged Firearm (Injuries): | 6 | 0 | 3 | 3 | | | | | | | | |
| Discharge Firearm (No Injuries): | 0 | 1 | 3 | 4 | | | | | | | | |
| Weapons Involved/Brandished: | 2 | 3 | 1 | 0 | | | | | | | | |

| |
|----|
| 15 |
| 3 |
| 12 |
| 8 |
| 6 |

#3

**PUBLIC
HEARING**

CITY OF PONTIAC



PONTIAC CITY COUNCIL

NOTICE OF PUBLIC HEARING

TO REPROGRAM HOME CONSORTIUM FUNDING (FROM THE CARRIAGE CIRCLE PROJECT FUNDED BY THE COUNTY) TO PROPOSED RECOMMENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS FOR PROGRAM YEAR 2020

NOTICE IS HEREBY GIVEN that the City of Pontiac will hold a public hearing to reprogram HOME Consortium funding from the Carriage Circle Project (funded by Oakland County) to proposed recommended Community Development Block Grant (CDBG) projects for Program Year 2020.

The meeting will be held on July 6, 2021 at 6:00 p.m. at the Bowens Center 52 Bagley, Pontiac, MI 48342.

Persons with Disabilities. 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.

The following is the proposed resolution that the Council is considering approving:

Whereas, the City of Pontiac is requesting HOME Consortium funds allocated for Carriage Circle Apartments be reprogrammed for proposed and recommended Community Development Block Grant (CDBG) projects; and

Whereas, the Oakland County accessed Oakland County HOME Consortium funds for this project, thus freeing up City of Pontiac funds to be reprogrammed for CDBG Program Year 2020 projects; and

Whereas, the following projects are being considered:

- 1 Senior Center Facilities - \$110,000: Rehabilitation of the two senior centers; Robert Bowen and Ruth Peterson bathrooms to upgrade to ADA compliance.*
- 2 Youth Services - \$15,000: Mentoring support programs for COP youth.*

3 Sidewalks - \$125,000: to repair sidewalks throughout the City of Pontiac as outlined in Sidewalk Repair Area Map.

Now Therefore be it Resolved, that the Pontiac City Council approve the reprogramming of HOME Consortium funds for CDBG projects for Year 2020 for the proposed recommended projects for the \$250,000 amount previously allocated for Carriage Circle which was paid by Oakland County out of the Oakland County HOME Consortium fund. .

If you have any questions, please contact the Office of the City Clerk at 248-758-3200.
Garland S. Doyle, M.P.A., Interim City Clerk
Published June 25, 2021

#4

**SPECIAL
PRESENTATION**

A TOWN HALL MEETING



PONTIAC IS RECEIVING \$37.7 MILLION FROM THE AMERICAN RESCUE PLAN LETS TALK ABOUT HOW TO SPEND THIS MONEY TO BENEFIT THE CITY, RESIDENTS AND BUSINESSES.

MAYOR WATERMAN IS HOSTING A TOWN HALL IN YOUR DISTRICT. THE MAYOR WANTS YOUR INPUT AND COLLABORATION

Using the funds to help our citizens and businesses, and to continue Pontiac's progress, Mayor Waterman has made recommendations to the city council for the following uses:

- 1 Restore Neighborhoods
- 2 Citizen Relief
- 3 Infrastructure Improvements
- 4 Public Safety

Watch for a listing of a date and location in your district.



SAVE THE DATE

State of the City Address: Then, Now, & Future Vision
June 28th, 2021 - Phoenix Center Amphitheater
Free to the Public - Light Refreshments Provided



FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

| Type | Amount (\$ billions) |
|--|---------------------------------|
| States & District of Columbia | \$195.3 |
| Counties | \$65.1 |
| Metropolitan Cities | \$45.6 |
| Tribal Governments | \$20.0 |
| Territories | \$4.5 |
| Non-Entitlement Units of Local Government | \$19.5 |

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury's Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. Addressing the negative economic impacts caused by the public health emergency

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. Serving the hardest-hit communities and families

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. Replacing lost public sector revenue

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- | | |
|---|---|
| ✓ Staff at nursing homes, hospitals, and home-care settings | ✓ Truck drivers, transit staff, and warehouse workers |
| ✓ Workers at farms, food production facilities, grocery stores, and restaurants | ✓ Childcare workers, educators, and school staff |
| ✓ Janitors and sanitation workers | ✓ Social service and human services staff |
| ✓ Public health and safety staff | |

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

#5

**SPECIAL
PRESENTATION**

LET'S GET PONTIAC VACC TO NORMAL!

VACCINE CLINIC

**All participants receive two free tickets to the
"Unity in the Community" Concert featuring Lakeside,
Midnight Star & the Stylistics on August 1, 2021!**

Vaccine Clinic at the Pontiac City Hall Parking Lot
47450 Woodward Avenue, Pontiac, MI 48342

July 7th & July 28th

11:00am – 6:30pm

Sponsored by



July 8th & July 29th

11:00am – 6:30pm

Sponsored by



COVID-19 vaccines will be provided by Honor Community Health
Pre-registration is available but not required <https://honorcommunityhealth.org/>

**Every person that is fully vaccinated receives TWO FREE TICKETS to the
Pontiac Unity in the Community Concert on August 1, 2021 in Downtown Pontiac!
Featuring performances by The Stylistics, Lakeside and Midnight Star.**



#6

**SPECIAL
PRESENTATION**



CITY CLERK'S CITIZEN MONITORING TASKFORCE ON MEDICAL MARIHUANA IMPLEMENTATION

July 6, 2021

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

Website: <http://pontiaccityclerk.com/medical-marihuana>



Pontiac City Clerk



PontiacClerk



Pontiac City Clerk



Pontiac City Clerk

A Fair and Transparent Process

City Clerk's Citizen Monitoring Taskforce on Medical Marihuana Implementation

The six (6) member volunteer citizen taskforce will assist the Clerk with monitoring the implementation of medical marihuana in the City of Pontiac. The taskforce will meet several times over the next year. The Clerk and taskforce will work to ensure Medical Marihuana Facilities fulfill the commitments that they made to the City and are good neighbors in our community. The taskforce will assist the Clerk in developing a community benefits tracking system.

The six (6) member citizen taskforce will consist of one (1) representative from each of the three overlay districts (Cesar Chavez, Downtown and Walton Blvd. The representative must reside in or near the overlay district they are representing.) and three (3) citywide representatives (Citywide representatives may reside anywhere in the city.).

The Clerk will issue quarterly reports on the progress of the taskforce. The first report is scheduled to be released in October 2021.



Citizen Monitoring Taskforce Members

1. Kirk Bagg – Citywide Representative
 2. Iola Miller – Citywide Representative
 3. Sue Sinclair – Citywide Representative
 4. Jon Valentine – Cesar Chavez Representative
 5. Michael Glass – Downtown Representative
 6. Vacant – Walton Blvd Representative
- 

Conditional Approvals for Growers, Processors, Secure Transporters & Safety Compliance

- 4 Growers
 1. Pharmaco Inc.
up to 1500 plants
 2. PGSH Holdings Inc.
up to 1500 plants
 3. Family Rootz LLC
up to 1500 plants
 4. Family Rootz LLC
up to 500 plants
- 2 Processors
 1. Pharmaco Inc.
 2. Family Rootz

We are requesting that all conditional approval applicants sign a consent to release information form. We want residents to be informed of the commitments that the applicants have made to the community.

A Fair and Transparent Process

Example of a Conditional Approved Grower & Processor Commitments to Pontiac

- Family Rootz Profile:

- Community Benefits Pledges (Charitable Plans)

- Partnership with Lighthouse of Oakland County with donation of 1% of net sales & encourage employees to organize food and clothing drives
- Partnership with Turning Point Recovery with encouraging our employees to volunteer & provide dollar to dollar matching funds.
- Provide employee dollar to dollar matching funds raised each week to support many other deserving charities within Pontiac.

- Community Outreach and Education Strategies

- Partnership with Neighborhood Watch to enhance security
- Family Rootz Director of Business Affairs & Strategies will attend every public scheduled meeting
- Partnership with Pontiac Regional Chamber (PRC) to improve broader business & cultural activities

- Job Creation and Opportunities

- Creation of 90-100 jobs and goal to have 50% plus of employee based residing in Pontiac
- 5 Full-time (FTE) Cultivators \$65,000 - \$85,000 per year
- 10 Full-time (FTE) Cultivation Supervisors \$45,000 – \$65,000 per year
- 27 Full-time (FTE) Cultivation Trainees \$16.85 per hour
- 1 Full-time (FTE) Clone Specialist \$45,000 - \$65,000 per year
- 2 Full-time (FTE) Extraction Specialists \$45,000 - \$65,000 per year
- 7 Full-time (FTE) Office Staff (salaries vary)
- Competitive benefits packages including health insurance, medical, dental & vision and paid time-off

A Fair and Transparent Process

Questions

A Fair and Transparent Process

#7

DISCUSSION

**Discussion/
Presentation from
Sammie Rogers**

#8

ORDINANCE

ORDINANCE NO. _____

THE CITY OF PONTIAC ORDAINS:

AN ORDINANCE REGARDING PARKING OF COMMERCIAL VEHICLES AND OTHER SPECIFIED VEHICLES AND EQUIPMENT ON RESIDENTIAL STREETS PROHIBITED; TAXICAB EXCEPTION; PARKING ON COMMERCIAL STREETS FOR TWO HOURS PERMITTED; EXCEPTIONS; TEMPORARY PARKING MOTOR HOMES, PICKUP CAMPERS, AND COUPLED TRAILER COACHES ON RESIDENTIAL STREET PERMITTED.

WHEREAS, it shall be unlawful to park any commercial vehicle, bus, taxicab, trailer (coupled or not), pole trailer (coupled or not), semi-trailer (coupled or not), motor home, pickup camper, trailer coach (coupled or not), recreational equipment, or limousine on any residential street or service drive in the City at any time, including Sundays and holidays, provided, that the owner or lessee of a taxicab may park not more than one operable taxicab on the residential street or service drive within the block of his or her one-family or two-family residence where the residence of such owner or lessee does not have a front yard driveway;

WHEREAS, it shall be unlawful to park any commercial vehicle, bus, taxicab, trailer (coupled or not), pole trailer (coupled or not), semi-trailer (coupled or not), motor home, pickup camper, trailer coach (coupled or not), recreational equipment, or limousine on any commercial street in the City where parking is allowed, for a period longer than two hours, including Sundays and holidays.

WHEREAS, the prohibitions in this section shall not apply to the following:

1. The expeditious loading or unloading, delivery, or pick-up of goods, wares, merchandise, or passengers at an address within the block where the vehicle is parked;
2. The performance of business or commercial service by a licensed contractor or service establishment at an address within the block where the vehicle is parked for the time needed to complete the service, provided, that, while parked, the vehicle shall prominently display a written notice of the location where the service is being performed;
3. The rendering of authorized emergency service, or service by a government agency or public utility;
4. The use of a vehicle at a public works or construction site, while the work is in progress;
5. A vehicle that is disabled pursuant to applicable City Code; or

6. A vehicle that is parked to avoid conflict with law enforcement activity, or in compliance with a traffic control device or direction from a police officer.

This section shall not apply to private passenger vehicles that have commercial license plates, trailers no longer than eight feet in length that are coupled to a permitted vehicle, or pickup trucks or vans that have commercial license plates unless the pickup truck or van has been modified substantially to perform primarily a specific commercial or industrial task. Substantial modification to pickup trucks and vans includes, but is not limited to, the addition of a cherry-picker, hoist, crane, or commercial rack designed for holding glass, but does not include the attachment of a snowplow or standard commercial rack, or enclosures, caps, covers, or boxes attached over the exterior bed of the truck, that are used to hold or carry items including, but not limited to, ladders, work supplies, or tools.

WHEREAS, motor homes, pickup campers, and coupled trailer coaches may be parked on any residential street, for up to 24 hours, only during the loading or unloading of such vehicle for the purpose of trip preparation or trip completion.

I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the _____ day of _____, 2021.

Garland Doyle, Interim City Clerk

I further hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the _____ day of _____, 2021.

Garland Doyle, Interim City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council and was published verbatim in a publication of general circulation on the _____ day of _____, 2021.

Garland Doyle, Interim City Clerk

#9

RESOLUTION



RESOLUTION TO APPROVE THE JOB DESCRIPTION OF THE ASSISTANT CITY CLERK/REGULATORY ANALYST

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

NOW, THEREFORE IT BE RESOLVED, that the City Council for the City of Pontiac approve the job description and salary of the Assistant City Clerk/Regulatory Analyst.

Assistant City Clerk/Regulatory Analyst

FLSA: Administrative exemption

Summary:

Plan, lead and manage day-to-day operation of the Marihuana Regulations Division under the direction of the City Clerk. Provide summary reports of regulatory initiatives and monitoring metrics for Medical Marihuana Facilities. Act as the liaison for the Marihuana Regulations Division with key departments/divisions such as Income Tax, Treasury, Code Enforcement, Planning Division, DPW, Building and Safety and Waterford Regional Fire; Collaborate with the Professional Experts: Financial Advisor, Planning Advisor, Legal Advisor and Security Consultant to ensure policies and procedures are designed, developed and implemented to ensure compliance. Coordinate the application appeals process.

Supervision

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

Supervision Given: Supervisory responsibilities may be given.

Job Environment

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

Essential Functions

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

- Work directly with the City Clerk to advise strategic direction of the Medical Marihuana Licensing program by leveraging community input, policies, and economic analysis.
- Provide licensee support and education.
- Respond to verbal and written inquiries concerning marihuana laws, regulations and licensing.
- Review applications for permits or renewals; determine if the applications and documentation meet the requirements of the applicable ordinances and its rules; recommends approval or denial based on findings.
- Manage a database of applicants for Medical Marihuana licensing.
- Manage ongoing compliance monitoring and auditing and provide recommendations for corrective actions to the business.
- Conducts on-site inspections and examines records to ensure compliance with the ordinance or set of laws.

- Responds to inquiries from the public regarding possible ordinance violations or applications of law.
- Oversee the intake, documentation, investigation, analysis and remediation of compliance violations and issues; create exhibits for hearings and assist in presenting cases to the commission.
- Determine outcome metrics and develop process for evaluation of Community Benefits Tracking System.
- Monitor compliance of marihuana licensees with community benefits commitments.
- Facilitate and manage compliance committees and workgroups with participants from across the organization and external stakeholders.
- Maintain network of local and state community stakeholders and relevant networks.
- Manage relationship with government regulators at the state level.
- Ensures the preparation of agendas and minutes for City Council meetings and recording of Council actions are timely and accurate in the absence of the Deputy City Clerk.
- Assists the City Clerk and Elections Administrator with elections.
- Completes a broad variety of administrative tasks for the Clerk including: composing and preparing correspondences.
- Prioritizes conflicting needs; handles matters expeditiously, proactively, and follows-through on projects to successful completion; often with deadline pressures.
- Prepare spreadsheets, financial and other reports.
- Coordinate authorization for payments; maintain record of expenditures.
- Serves as Notary Public.
- Perform other duties as assigned.

Recommended Minimal Qualifications

Education, Training, and Experience: Bachelor's degree in accounting, business administration, finance, or public administration and at least one year of municipal government experience.

Education Training and Experience

- Prior compliance issue investigation and/or compliance or internal auditing experience.
- Prior experience working in the office of a municipal clerk.
- Interest and knowledge of the Medical Marihuana industry.

Knowledge, Ability, and Skill:

Knowledge:

- Knowledge of BS & A software; accounting software; inventory software; spreadsheet and word processing software.
- Reasonable knowledge of Ordinance 2357(B) City of Pontiac Medical Marihuana Facilities Ordinance and Ordinance 2363 the zoning ordinance for Medical Marihuana.

Ability:

- Ability to understand, speak, and write in the English language.
- Ability to read and interpret documents and write routine reports and correspondence.
- Ability to read and understand contract language.
- Ability to speak effectively before a group of persons.

- Ability to perform multiple tasks accurately and efficiently under time constraints.
- Ability to work both independently and cooperatively.
- Ability exercise professional judgement and maintain confidentiality when necessary.
- Ability to review several diverse reference sources and select and synthesize data for reports and other forms of correspondence.
- Ability to apply instructions and guidelines in the disposition of problems.
- Ability to make decisions and take necessary actions.
- Ability to maintain composure during stressful situations.
- Ability to efficiently handle multiple tasks requiring a high degree of attention to detail.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Ability to effectively present information and respond to questions from clients, customers, and the general public.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to apply concepts such as fractions, percentages, and ratios, as well as, proportions to practical situations.
- Ability to interpret a variety of instructions furnished in written, oral diagram, or scheduled form.

Skills:

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

Physical Requirements

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

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

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

Salary

Up to \$57,000

#10

RESOLUTION



RESOLUTION TO APPROVE THE JOB DESCRIPTION OF THE ELECTIONS/CLERK SPECIALIST

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

NOW, THEREFORE IT BE RESOLVED, that the City Council for the City of Pontiac approve the job description and salary of the Elections/Clerk Specialist.

Elections/Clerk Specialist

FLSA: Non-exempt

Summary: The incumbent shall perform administrative level work providing technical and logistical support of the election process and performs city clerk administrative related work as required. The elections/clerk specialist receives significant public contact requiring effective communication and service to the citizens.

Supervision

Supervision Received: Works under the direction of the City Clerk.

Supervision Given: Supervisory responsibilities may be given.

Job Environment

- The environment in City Hall is one of a typical business office environment, with electro-mechanical computer and telecommunications-related equipment; exposure to noise from shredders, printers, copiers, telephones, and other computer-related equipment.
- If representing the City at events outside of the office, the environment may include indoor or outdoor venues, which are subject to environmental conditions beyond the control of management. Noise levels may be elevated at some events.
- Operation of PC-based computer system and other office equipment.
- Has regular, daily contact the public in answering questions and solving problems.
- Has significant access to public information files in the computer systems. Errors could result in the damage to or loss of information resulting in legal consequences to the City.
- The environment in City Hall is one where the noise level is usually low.

Essential Functions

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

- Answer phones, public inquires providing information and assistance regarding elections, policies, and general office procedures.
- Assists the City Clerk with the distribution of notices and required information including letters to Election Commission, Canvassing Board, and newspapers to notify the public of meetings, elections, etc.
- Assists the Clerk's Office with validating petition signatures, issuing, and recording absentee ballots.
- Assist the Clerk's Office with the scheduling and supervision of retention and destruction of election records and documents according to state law.
- Assist the Clerk's Office with the preparation of election calendars, election notices, election worker letters, election forms, and petition packets.
- Maintains an inventory of election materials and orders materials needed for elections.
- Updates voter files by making name and address changes, cancels registrations; military and overseas voters.
- Have knowledge of the Michigan Qualified Voter File.
- Have a general understanding of election laws and procedures.
- Supervise temporary office election assistants
- Completes a broad variety of administrative tasks for the Clerk including: composing and preparing correspondences.
- Prioritizes conflicting needs; handles matters expeditiously, proactively, and follows-through on projects to successful completion; often with deadline pressures.
- Prepare spreadsheets, financial and other reports.
- Coordinate authorization for payments; maintain record of expenditures.

- Assists the City Clerk and Elections Administrator with elections administration.
- Maintains excellent organizational skills.
- Assist the Deputy City Clerk with Freedom of Information Act (FOIA) requests.
- Assist the City Clerk with the duties of official record keeper.
- Serves as Notary Public.
- Manages constituent inquiries.
- Maintains excellent customer service.
- Maintains familiarity with election laws and City ordinances.
- Identifies and monitors City-specific election issues.
- Establishes and maintains effective working relationships with City personnel, and the general public.

Recommended Minimal Qualifications

Education, Training, and Experience: Associate's degree in general studies, business administration, political science, or public administration and previous municipal government experience. In lieu of an Associate's degree, the Clerk/Election Specialist shall have a high school diploma and shall have at least one year of experience working in the office of a municipal clerk. In addition, the Election Specialist must be QVF Certified at time of hire, and obtain Michigan Department of State Certificate of Attendance Election Officials Accreditation Certification within one year of employment.

An employee in this classification must possess upon hire and maintain a valid Michigan Operators license and QVF Certification.

Knowledge, Skills, and Abilities:

Knowledge:

- Knowledge of City charter and City codes relating to elections and all activities of the City Clerk's Office.
- Knowledge of the City's election equipment.
- Knowledge of Michigan constitution, election laws, procedures, and records management.
- Knowledge of principles and practices of public administration and municipal government.
- Knowledge of the Michigan Qualified Voter file.

Ability:

- Ability to understand, speak, and write in the English language.
- Ability to read and interpret documents and write routine reports and correspondence.
- Ability to speak effectively before a group of persons.
- Ability to deal with customers who may become verbally combative in a telephone or personal situation.
- Ability to perform multiple tasks accurately and efficiently under time constraints.
- Ability to work both independently and cooperatively.
- Ability to exercise professional judgment and maintain confidentiality when necessary.
- Ability to apply the overall mission of a department to make executive decisions.
- Ability to review several diverse reference sources and select and synthesize data for reports and other forms of correspondence.
- Ability to apply instructions and guidelines in the disposition of problems.
- Ability to follow complex instructions.
- Ability to type to meet standards in giving out information and referring callers.
- Ability to use diplomacy, discretion, and judgment in giving out information and referring callers.
- Ability to make decisions and take necessary actions.
- Ability to maintain composure during stressful situations.
- Ability to efficiently handle multiple tasks requiring a high degree of attention to detail.

Skills:

- Computer skills that encompass effective use of word processing, spreadsheet, email, and Internet browser software.

Physical Requirements

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

Minimal physical effort required to perform work under typical office conditions. While performing the duties of this job, the employee is regularly required to sit and stand; must regularly lift and or move items up to ten pounds, frequently lift items up to 25 pounds, and occasionally lift or move items up to 50 pounds; be able to clearly hear constituents when speaking in person or on the telephone. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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

Salary

Up to \$20.60 an hour

#11

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Allen H. Cooley III, Deputy Director of DPW

DATE: June 29, 2021

RE: Resolution to approve one-year extension for Great Lakes Contracting Solutions, LLC for Roadway Maintenance Program.

The Department of Public Works is requesting that the City Council approve a one-year extension of the contract for "**Roadway Maintenance Program**" between the City of Pontiac and Great Lakes Contracting Solutions LLC originally dated June 28, 2018. **This agreed upon contract extension shall terminate at midnight June 28, 2022.**

WHEREAS, Great Lakes Contracting Services performance over the last twelve months warrants a one-year extension of the initial agreement approved 6/28/2018.


NOW, THEREFORE, BE IT RESOLVED, The Pontiac City Council authorized the Mayor to extend the Roadway Maintenance Program contract with Great Lakes Contracting for 12 months beginning 6/28/2021 until 6/28/2022.

AHC

Attachments.



DPW CONTRACTOR SCORECARD

| Topic: | Score | Targeted Score |
|--|---|----------------|
| Attendance: | | |
| • Employees meet scheduled work hours | 10 | 10 |
| | | |
| Work Place Accidents: | | |
| • # of incidents | 0/10 | 10 |
| • Cost of Incidents: | 0/10 | 10 |
| | | |
| Facility Supervisor Satisfaction: | | |
| • Direct Program | 9 | 10 |
| • Deputy Director | 9 | 10 |
| • DPW Director | 8 | 10 |
| | | |
| Emergency Response Rating: | | |
| • COVID Response | 8 | 10 |
| | | |
| | | |
| Overall Communication and Response: | | |
| • Sr. Management | 8 | 10 |
| • Foreman | 8 | 10 |
| | | |
| Proposed Program Enhancements: | | |
| • Discounts/cost savings initiatives | 8 | 10 |
| | | |
| Other Considerations: | | |
| Supplies/Materials/Equipment | 9 | 10 |
| | | |
| | | |
| Total Score: | 97 | 110 |
| | | |
| 0-84 |  | Unsatisfactory |
| 85-90 | YELLOW | Satisfactory |
| 91-100 | GREEN | Goal Met |

#12

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Pontiac City Council

FROM: Deidre Waterman, Mayor, at the request of
Allen H. Cooley III, Deputy Director of DPW

DATE: June 29, 2021

RE: **Great Lakes Power & Light Contract Extension**

In 2017, the City of Pontiac advertised for "Street Light Maintenance" and awarded a contract to Great Lakes P&L. This contract was a one-year contract with options for years two and three. In the three years working with Great Lakes P&L, they have been a very responsive company to work with. We feel that their work product and ability to respond to outages and repairs is the best we have seen since contracting out the street light maintenance. Additionally, their pricing is also some of the lowest in the area for parts and labor, saving the City money on costly repairs.

Great Lakes P&L has been a trusted contractor for the 3 years of this contract and has done exemplary work repairing our public lighting system. Their knowledge of the City's public lighting system is unmatched and takes time and effort to figure out and understand.

At this time, the original Great Lakes P&L contract has expired. The Department of Public Works is still in need of assistance for "Street Light Maintenance"

We request to extend the current contract with Great Lakes P&L who has agreed to maintain current pricing. We are requesting to extend this contract for a period of 1 year.

Funding for this contract is in the Major Street Fund.

Based upon the above and attached information, it is the recommendation of the Department of Public Works to extend the contract with Great Lakes P&L for 1 year.

WHEREAS, The City of Pontiac has mutually agreed with Great Lakes P&L to extend the contract for 1 year at current rates;

WHEREAS, Great Lakes P&L has done exemplary work over the 3 years of their contract;


WHEREAS, The Department of Public Works is still in need of assistance for "Street Light Maintenance";

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to extend the contract with Great Lakes P&L until January 1, 2022.

AHC



DPW CONTRACTOR SCORECARD

| Topic: | Score | Targeted Score |
|--|---|----------------|
| Attendance: | | |
| • Employees meet scheduled work hours | 10 | 10 |
| | | |
| Work Place Accidents: | | |
| • # of Incidents | 0/10 | 10 |
| • Cost of Incidents: | 0/10 | 10 |
| | | |
| Facility Supervisor Satisfaction: | | |
| • Direct Program | 8 | 10 |
| • Deputy Director | 8 | 10 |
| • DPW Director | 8 | 10 |
| | | |
| Emergency Response Rating: | | |
| • COVID Response | 8 | 10 |
| | | |
| | | |
| Overall Communication and Response: | | |
| • Sr. Management | 8 | 10 |
| • Foreman | 8 | 10 |
| | | |
| Proposed Program Enhancements: | | |
| • Discounts/cost savings initiatives | 8 | 10 |
| | | |
| Other Considerations: | | |
| Supplies/Materials/Equipment | 9 | 10 |
| | | |
| | | |
| Total Score: | 95 | 110 |
| | | |
| 0-84 |  | Unsatisfactory |
| 85-90 | YELLOW | Satisfactory |
| 91-100 | GREEN | Goal Met |

#13

RESOLUTION



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO REPROGRAM HOME CONSORTIUM FUNDING FROM THE CARRIAGE CIRCLE PROJECT TO PROPOSED RECOMMENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS FOR PROGRAM YEAR 2020

Whereas, the City of Pontiac is requesting HOME Consortium funds allocated for Carriage Circle Apartments be reprogrammed for proposed and recommended Community Development Block Grant (CDBG) projects; and

Whereas, the Oakland County accessed Oakland County HOME Consortium funds for this project, thus freeing up City of Pontiac funds to be reprogrammed for CDBG Program Year 2020 projects; and

Whereas, the following projects are being considered:

- 1. Senior Center Facilities - \$110,000: Rehabilitation of the two senior centers; Robert Bowen and Ruth Peterson bathrooms to upgrade to ADA compliance.*
- 2. Youth Services - \$15,000: Mentoring support programs for COP youth.*
- 3. Sidewalks - \$125,000: to repair sidewalks throughout the City of Pontiac as outlined in Sidewalk Repair Area Map.*

Now Therefore be it Resolved, that the Pontiac City Council approve the reprogramming of HOME Consortium funds for CDBG projects for Year 2020 for the proposed recommended projects for the \$250,000 amount previously allocated for Carriage Circle which was paid by Oakland County out of the Oakland County HOME Consortium fund. .

#14

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Mayor Deirdre Waterman, City Council President Williams and
City Council Members

FROM: Mathew A Gibb, Special Counsel for Economic Development

DATE: 6/17, 2021
For the Council Session of June 22, 2021

RE: EMERGENCY RESOLUTION

**TO MITIGATE EXPECTED DAMAGES THROUGH AN
EXTENSION OF THE LEASE AGREEMENT FOR 825 GOLF DRIVE**

Status of Lease (Option to Purchase) for 825 Golf Drive

The current lease agreement expires by its terms on June 30, 2021. The Council has been asked and has rejected several options regarding the short and long term youth activity at the location:

1. Council rejected the City's option to purchase the property.
2. Council rejected a month to month tenancy.
3. Council rejected a three year lease extension.

Each of these actions was within the Council's discretion, but have left a practical difficulty in closing down the youth activities, finding an alternate location for scheduled and contracted programming, safely storing 20 plus classrooms of donated furniture, musical instruments, instructional material, equipment and other items.

As an example, the Pistons Youth Basketball Camp is scheduled to start and run into the month of July (past our date of mandatory vacating of the premises. Several classrooms are filled with donated musical instruments, etc.

The lease for the property at 825 Golf Dr. included an option to purchase the site, funded by a budget allocation. The commitment allowed for the City to restore Boys and Girls Club activities and bring in Pontiac based non profit partnerships. That, now all must be moved.

There are now three significant issues:

- The City cannot secure an alternate location for the large amount of equipment and items, move out of a 50,000 sq foot facility, and safely vacate the property prior to June 30, 2021.
- The City cannot reprogram youth activities like the "Pistons Basketball Camp", for which there are more than 100 kids signed up, a different location and dates.
- The lease provides that if the City cannot vacate by June 30, 2021, the City will be liable for 150% of the rent, costs of re-letting the property and its delay, and other damages and attorney fees.

To avoid the negative effect of the short term cancellation of programming and the lack of capacity to close and move the 50,000 sq ft center by June 30, 2021, it is recommended that the City offer a one time extension of the lease agreement for three months, allowing the proper wind down process to occur.

DAMAGES: If the City cannot vacate timely, or cannot reprogram services without effect, the City will be faced with potential damages, particularly in the form of hold over costs:

Rent will be due for all periods of continued occupancy at \$39,000/month, plus the costs associated.

Any breach of an agreement for camps and programming may expose the City to additional loss.

PROPOSED RESOLUTION IS ATTACHED

**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

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 48084**

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 diligent 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**

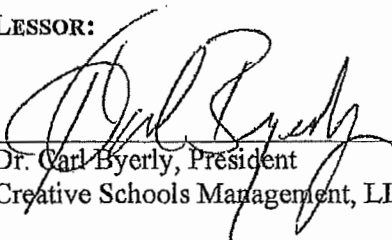
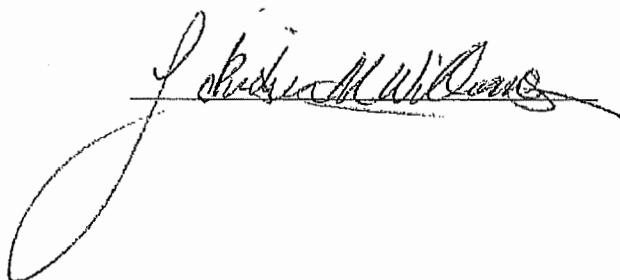
This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Lease may be executed by Lessor or Lessee and delivered to the other party in PDF, facsimile or similar electronic format shall be binding 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.

[SIGNATURE PAGE FOLLOWS]

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

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:

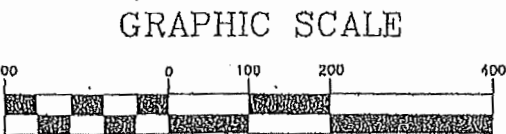
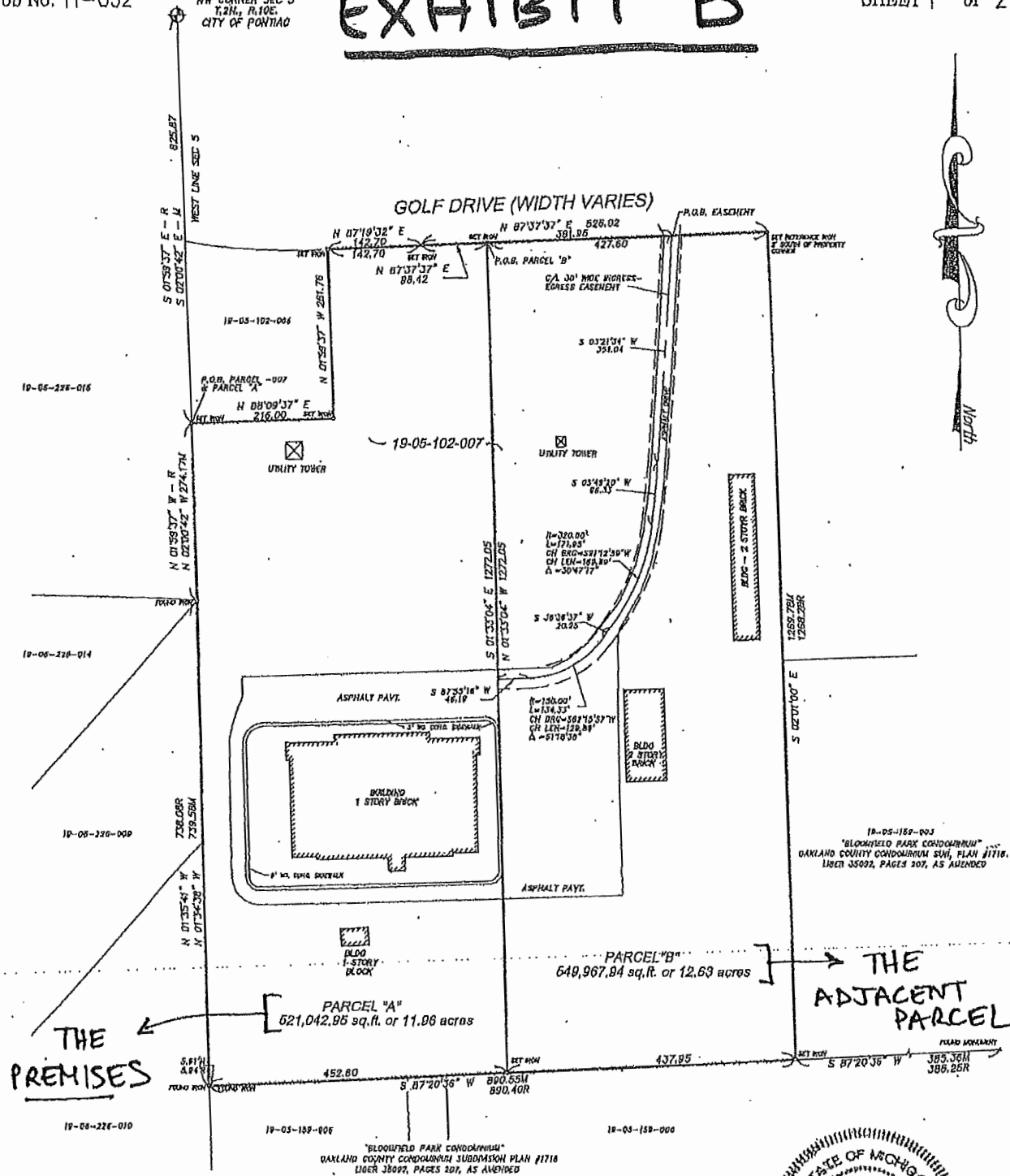
Shirley B. Alfred

Shirley B. Alfred
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 Pianos, 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 7 20 chairs
24. Kitchen - 2 commercial gas stoves, etc.?

EXHIBIT B



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), 625.87 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE N88°09'37"E, 216.00 FEET; THENCE N01°59'37"W, 281.76 FEET; THENCE N87°19'32"E, 142.70 FEET; THENCE N87°37'37"E, 528.02 FEET; THENCE S02°01'00"E, 1289.78 FEET (RECORDED AS 1289.28 FEET), TO A POINT ON THE NORTH LINE OF "BLOOMFIELD PARK CONDOMINIUM" OAKLAND COUNTY CONDOMINIUM PLAN NO. 1718 AS RECORDED IN LIBER 35092, PAGE 207 OAKLAND COUNTY RECORDS, AS AMENDED; THENCE S87°20'36"W ALONG THE NORTH OF SAID "BLOOMFIELD PARK CONDOMINIUM", 890.65 FEET (RECORDED AS 890.40 FEET) TO A POINT, SAID POINT BEING 5.61 FEET (RECORDED AS 5.94 FEET) FROM THE WEST LINE OF SAID SECTION 5; THENCE N01°34'38"W, 739.58 FEET (RECORDED AS N01°35'41"W, 739.08 FEET) TO A POINT ON THE WEST LINE OF SAID SECTION 5; THENCE N02°00'42"W ALONG SAID WEST LINE, 274.17 FEET (RECORDED AS N01°59'37"W); TO THE POINT OF BEGINNING. CONTAINING 24.89 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), 625.87 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE N88°09'37"E, 216.00 FEET; THENCE N01°59'37"W, 281.76 FEET; THENCE N87°19'32"E, 142.70 FEET; THENCE N87°37'37"E, 528.02 FEET; THENCE S01°33'04"E, 1272.05 FEET, TO A POINT ON THE NORTH LINE OF "BLOOMFIELD PARK CONDOMINIUM" OAKLAND COUNTY CONDOMINIUM PLAN NO. 1718 AS RECORDED IN LIBER 35092, PAGE 207 OAKLAND COUNTY RECORDS, AS AMENDED; THENCE S87°20'36"W ALONG THE NORTH OF SAID "BLOOMFIELD PARK CONDOMINIUM", 452.60 FEET TO A POINT, SAID POINT BEING 5.61 FEET (RECORDED AS 5.94 FEET) FROM THE WEST LINE OF SAID SECTION 5; THENCE N01°34'38"W, 739.58 FEET (RECORDED AS N01°35'41"W, 738.08 FEET) TO A POINT ON THE WEST LINE OF SAID SECTION 5; THENCE N02°00'42"W ALONG SAID WEST LINE, 274.17 FEET (RECORDED AS N01°59'37"W); TO THE POINT OF BEGINNING. CONTAINING 11.98 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), 625.87 AND N88°09'37"E, 216.00 FEET AND N01°59'37"W, 281.76 FEET AND N87°19'32"E, 142.70 FEET AND N87°37'37"E, 528.02 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE CONTINUING N87°37'37"E, 427.60; THENCE S02°01'00"E, 1289.78 FEET (RECORDED AS 1289.28 FEET), TO A POINT ON THE NORTH LINE OF "BLOOMFIELD PARK CONDOMINIUM" OAKLAND COUNTY CONDOMINIUM PLAN NO. 1718 AS RECORDED IN LIBER 35092, PAGE 207 OAKLAND COUNTY RECORDS, AS AMENDED; THENCE S87°20'36"W ALONG THE NORTH OF SAID "BLOOMFIELD PARK CONDOMINIUM", 437.95 FEET; THENCE N01°33'04"W, 1272.05 FEET TO THE POINT OF BEGINNING. CONTAINING 12.63 ACRES AND SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

LEGAL DESCRIPTION 30' WIDE INGRESS-EGRESS 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), 625.87 AND N88°09'37"E, 216.00 FEET AND N01°59'37"W, 281.76 FEET AND N87°19'32"E, 142.70 FEET AND N87°37'37"E, 528.02 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE S03°21'34"W, 352.04; THENCE S08°48'20"W, 98.33 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 171.95 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°36'37"W, 20.25 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°18'38", AND A CHORD BEARING S62°15'57"W, 129.89 FEET; THENCE S87°55'16"W, 46.19 FEET TO THE POINT OF ENDING.

Raymond J. McCoy
Registered Land Surveyor # 21270





CITY OF PONTIAC CITY COUNCIL

**EMERGENCY RESOLUTION TO MITIGATE DAMAGE AND EXTEND LEASE
AGREEMENT FOR 825 GOLF DRIVE**

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at Pontiac City Hall on _____, 2021, the following resolution was offered by _____ and supported by _____.

Whereas, the City Council has elected to reject the option to purchase the property at 825 Golf Dr pursuant to the lease agreement and likewise rejected the owners offer to continue the lease on either a month to month or three year basis; and

Whereas, the City must vacate the entire premises by June 30, 2021 of be considered a hold over tenant which will cause the city to be charged additional rent and damages; and

Whereas, the property owner is in agreement to grant a three month extension on the lease agreement to continue programming, manage a schedule to close the center, and mitigate additional damages.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby Authorize the Mayor to review and execute a three (3) month extension to the Lease Agreement for 825 Golf Drive to allow for the City to timely re-program scheduled youth activity, determine a place and process for vacating the premises, and to avoid any extended damages during the extension.

PASSED AND APPROVED BY THE CITY COUNCIL, Pontiac, Michigan, this ____ day of _____, 202.

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 _____, 2021.

GARLAND DOYLE, City Clerk

Dated: _____, 2021