

PONTIAC CITY COUNCIL

Mike McGuinness, District 7
President
William A. Carrington, District 6
President Pro Tem



Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5

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., City Clerk

28th Session of the 11th Council

May 24, 2022 at 6:00 P.M.

Meeting Location: City Council Chambers 47450 Woodward Pontiac, MI 48342

Meeting Agenda

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

- A. May 12, 2022 Finance and Personnel Subcommittee Meeting Minutes
- B. May 12, 2022 Public Safety, Health, and Wellness Subcommittee Meeting Minutes
- C. May 17, 2022 City Council Meeting Minutes
- D. May 18, 2022 Special Meeting on the Budget Minutes

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinances

1. An Ordinance Amendment To Article Xixa Regarding Mobile Food Vendors- Second Reading (***Discussion and Action***)
2. Ordinance to Amend Ordinance 110-42 (Currently Codified As Municipal Ordinance 2369 As Of September 10, 2019) Phoenix Place Apartments- First Reading (***Discussion***)

Resolutions

City Council

3. Council Resolution Recognizing the First Friday in June 2022 as National Gun Violence Awareness Day
4. Council Resolution Recognizing June 2022 as LGBTQIA+ Pride Month
5. Council Resolution Recognizing June 2022 as Men's Health Month

Economic Development

6. Resolution to Approve Micah 6 Development Agreement

Grants

7. Resolution to Approve The City Of Pontiac's Agreement with the Pontiac Community Foundation to Establish The City Of Pontiac Fund
8. Resolution to Approve the City Of Pontiac's Submission of a Grant Application Titled "Pontiac Arts Crawl" to the Michigan Arts And Culture Council Project Support Grant Program in the Amount Of \$10,000

Planning

9. Resolution to Approve the Certification Agreement- Certified Local Government-State Historic Preservation Office

Ordinance

10. Resolution to Approve Zoning Map Amendment [ZMA 22-03] at 108 W Lawrence, PIN 64-14-29-452-009 from C-3 Corridor Commercial to M-1 Light Manufacturing with Conditions- Second Reading (*Discussion and Action*)

Communications

City Council

11. Municipal Cemetery Offices Closed on Memorial Day (May 30) will have extended availability Saturday, May 28 from 9:00 am to 4:00 pm if families need assistance ahead of holiday. (248) 623-7705
12. Memorial Day Ceremony at Oak Hill Ceremony, May 30, 2022 at 12:00 pm, held at Oak Hill Cemetery, 216 University Drive Pontiac, MI 48342
13. Identify Your Dream Foundation Stomp Out The Violence 12th Annual March and Rally on May 30, 2022 from 11:00 am to 2:00 pm, held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac 48342
14. Pontiac Point of Hope 2022, June 4, 2022 from 10:00 am to 2:00 pm, 313 E. Walton Boulevard, Pontiac 48340
15. Michigan Secretary of State Driver's License Restoration Clinic, June 10, 2022 from 9:00 am to 5:00 pm, held at Flagstar Strand Theatre, 12 N. Saginaw Pontiac, MI 48342
16. Art Fish Fun, June 11, 2022 from 11:00 am to 4:00 pm at Beaudette Park, 786 Orchard Lake Road, Pontiac 48341

City Clerk

Upcoming 2022-23 Fiscal Year Budget Hearings Schedule

- A. Tuesday, May 31, 2022 (4:00 to 6:00 pm) Public Hearing on the 2022-2023 Fiscal Year Budget
- B. Wednesday, June 1, 2022 (3:00 to 6:00 pm) Focused on Income Tax, Finance, HR, IT, Communications
- C. Wednesday, June 8, 2022 (5:00 to 7:00 pm) Focused on Proposed Amendments to Budget
- D. Thursday, June 9, 2022 (5:00 to 7:00 pm) Focused on Proposed Amendments to Budget

Public Comment (Three Minutes Time Limit)

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA A

**PONTIAC CITY COUNCIL
FINANCE & PERSONNEL SUBCOMMITTEE
MAY 12, 2022 MEETING MINUTES**

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan
in the City Council Conference Room.

In Attendance:

Council members: Chair Brett Nicholson, William Parker, Jr. and Kathalee James

Deputy Mayor: Khalfani Stephens

Finance Director: Darin Carrington

Member of the Public: Pastor Kathryn Dessureau

Legislative Counsel: Monique Sharpe

The meeting started at 2:10 p.m.

AGENDA ITEMS:

Finance

1. March 2022 Financial YTD Financial Review
2. Budgeting Update
3. Forensic Audit Update
4. Finance Dept.
5. Operations 21/22 budget year

Human Resource Update

1. Positions Open/New Hires
2. Contractor Implementation

Public Comment: Opportunity for Public Comment Offered. Various questions were asked by Pastor Kathryn Dessureau.

The meeting adjourned at 3:27 p.m.

CONSENT AGENDA B

**PONTIAC CITY COUNCIL
PUBLIC SAFETY, HEALTH & WELLNESS SUBCOMMITTEE
MAY 12, 2022 MEETING MINUTES**

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan in the
City Council Conference Room.

The meeting started at 4:30 p.m.

In attendance:

Council members: Chair Pro-Tem William Carrington and Kathalee James
Deputy Mayor: Khalfani Stephens
Waterford Regional Fire Department: Fire Chief Matt Covey
Oakland County Sheriff's Department: Deputy Sam James
Star EMS: T. Robinson and Charles Hughes
Legislative Counsel: Monique Sharpe

Old Business:

- FLOCK Camera Systems Pilot Program-Installation completion
- Sheriff's Community Policing Team Easter Egg Hunt April 9 at Hawthorne Park (turnout)
- Sheriff Deputy Assigned to Downtown Pontiac

Standing Updates:

- Oakland County Sheriff's Department Crime Statistics
- Latest Response Times to Calls by Oakland County Sheriff Department
- Waterford Regional Fire Department Report
- Latest Response Times to Calls by Waterford Regional Fire Department

Items for Potential Future Consideration were briefly discussed.

Public Comment: Opportunity for Public Comment Offered. No Requests for Public Comment.

The meeting adjourned at 5:45 p.m.

CONSENT AGENDA C

**Official Proceedings
Pontiac City Council
22nd Session of the Eleventh Council**

Call to order

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, May 17, 2022 at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Rev. Katherine Dessureau

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present – Williams Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, Brett Nicholson, William Parker Jr. and Melanie Rutherford

Mayor Greimel was present.
A quorum was announced.

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Rutherford and second by Councilperson Parker.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington
No: None

Motion Carried

Consent Agenda

22-153 **Resolution to approve the consent agenda for May 17, 2022.** Moved by Councilperson Nicholson and second by Councilperson Rutherford.

Whereas, the City Council has reviewed the consent agenda for May 17, 2022.
Now, Therefore, Be It Resolved that the City Council approves the consent agenda for May 17, 2022 including the May 10, 2022 City Council Meeting Minutes.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman
No: None

Resolution Passed

Recognition of Elected Officials - None

Agenda Address

1. Julia Ruffin addressed item 9
2. Bryan Killian Bey addressed item 9
3. Gloria Miller addressed items 7, 8 & 9

Agenda Items

Ordinance

2392 **Adoption of an Ordinance Amendment to Article V – Boards and Commissions, Division 4 – Arts Commission, to provide for the Election and Terms of Chair, Vice Chair, and Secretary.** Moved by Councilperson Parker and second by Councilperson Nicholson.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James

No: None

Ordinance Passed

****Please see Ordinance after minutes as Attachment A****

Resolutions

City Council

22-154 **Resolution Supporting Michigan House Bill 5013 to Ban No-Knock Warrants.**

Moved by Councilperson Goodman and second by Councilperson Rutherford.

Whereas, no-knock warrant is a search warrant authorizing police officers to enter certain premises without first knocking and announcing their presence or purpose prior to entering the premises and is currently a legal option in the State of Michigan; and

Whereas there have been multiple instances nationally and in Michigan of the administering of no-knock warrants resulting in injury or death to citizens in their homes, asleep in their beds, or visiting family members; and

Whereas, House Bill 5013 has been introduced in the Michigan House of Representatives during the current legislative session, which would prohibit the use of no-knock search warrants in Michigan, and Pontiac's State Representative Brenda Carter has co-sponsored House Bill 5013; and

Whereas, House Bill 5013 has been referred to the House Committee on Government Operations, where it awaits further consideration and action; now,

Therefore, Be It Resolved, the Pontiac City Council hereby expresses our strong concern over the continued use of no-knock search warrants by law enforcement in Michigan; and,

Further Resolved, the City Council formally supports the passage of House Bill 5013 by the Michigan House of Representatives, by the Michigan State Senate, and enactment into law with the signature of Governor Gretchen Whitmer if it is able to reach her desk; and

Further Resolved, the City Council acknowledges Pontiac's State Representative Brenda Carter for her co-sponsorship of this important legislation.

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson

No: None

Resolution Passed

22-155 **Resolution Acknowledging Matchan Nutrition Center Volunteers.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, the mission of the Robert Matchan Nutrition Center is to serve hot, well-balanced meals to our neighbors in need and to provide other life-changing assistance that leads to self-sufficiency locally in Oakland County; and

Whereas, the dedicated volunteers who power the Matchan Nutrition Center have been delivering hot meals for over 38 years, and have been able to utilize the St. Vincent DePaul Catholic Church's space on Woodward Avenue in Pontiac for many years to deliver hot meals and resources to our neighbors in need on Tuesdays and Thursdays; and

Whereas, this month represents their last month operating their Nutrition Center at the St. Vincent DePaul Catholic, as that space there will no longer be available, and they are presently seeking other possible locations where they can continue their operations; now,

Therefore, Be It Resolved, the Pontiac City Council hereby acknowledges and expresses our deep appreciation to the many current and past volunteers who have made the hot meals and resources provided by the Robert Matchan Nutrition Center possible throughout these many years; and,

Further Resolved, the City Council is appreciative of St. Vincent DePaul Catholic Church generously opening up their facilities and sharing their space with the Matchan Nutrition Center for so many years; and,

Further Resolved, we are hopeful that a new community partner is in a position to step up and fill the void, allowing the Matchan Nutrition Center to continue operating in our Pontiac community, helping our neighbors in need with hot meals and resources; and,

Further Resolved, we express this deep gratitude and appreciation to the Matchan Nutrition Center and all of the volunteers in partnership with Pontiac Mayor Tim Greimel and on behalf of the entire Pontiac community.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson and Parker

No: None

Resolution Passed

22-156 **Resolution Supporting Identify Your Dream Foundation's 12th Annual Stomp Out the Violence March and Rally.** Moved by Councilperson Carrington and second by Councilperson Rutherford.

Whereas, the Identify Your Dream Foundation was created in 1996 after the tragic death of Dean J. Samuel, formed not only to encourage youth who have violently lost parents to survive but also to empower them to thrive by offering victim advocacy, grief support, community awareness, programming, and more; and

Whereas, the Identify Your Dream Foundation is holding their 12th Annual Stomp Out The Violence March and Rally on Memorial Day, Monday, May 30, 2022 from 11:00 am to 2:00 pm at Pontiac City Hall; and

Whereas, this annual March and Rally is a powerful opportunity for our Pontiac community to come together, raise awareness, take a stand against violence in our neighborhoods, remember and mourn those we have lost in the community due to violence, help the community heal, and more; now,

Therefore, Be It Resolved, the Pontiac City Council hereby expresses our strong support for the Identify Your Dream Foundation's 12th Annual Stomp Out the Violence March and Rally happening at Pontiac City Hall on May 30, 2022; and,

Further Resolved, the City Council encourages all residents to participate in the March and Rally as they are able; and

Further Resolved, the City Council acknowledges the continued work and leadership of the Dean J. Samuel Identify Your Dream Foundation and the work and leadership of their Executive Director, Deleah Sharp as she continues to powerfully honor her late brother's memory with action and positive community impact.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker and Rutherford

No: None

Resolution Passed

Department of Public Works

22-151 **Resolution to approve the Decertification of Franklin Road between Woodward Avenue and Franklin Road on the Southwesterly Side of CNRR for a total length of 291 feet. Moved by Councilperson Nicholson and second by Councilperson Rutherford. (Postpone from last week)**

WHEREAS, the City of Pontiac did close and removed the pavement on Franklin Road from Woodward Avenue to the southwest side of the CN RR effectively closing the railroad crossing, and
WHEREAS, it is necessary to furnish certain information to the State of Michigan to remove this street from within the City Street System in order to maintain mileage correctness under Act 51, P.A. 1951 as amended

NOW, THEREFORE IT IS RESOLVED:

WHEREAS, the City of Pontiac does wish to decertify a portion of Franklin Road. This decertification of Franklin Road is located between Woodward Avenue and Franklin Road on the southwesterly side of CNRR for a total length of 291 feet.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford and Carrington

No: None

Resolution Passed

Councilman Goodman was absent during the vote

22-157 **Resolution to Approve Budget Amendments for Fiscal Year 2021-2022 Transferring \$170,000 from the Following GL Accounts in the Amounts Listed: General Fund GL Accounts 101.818.818.236 Prof. Service -Tree Services (\$64,000), 101.818.745.012 Recreation Supplies – Parks ((\$66,000), 101.818.818.000 Other Professional Services (\$20,000), and 101.818.808.000 Parks and Neighborhood Projects (\$20,000); and Transferring \$170,000 to General Fund Account 101.818.818.006 Contractual Mowing Services. Moved by Councilperson Rutherford and second by Councilperson Nicholson.**

Whereas, the City of Pontiac timely approved the FY 2021-22 budget on June 24, 2021 and;
Whereas, the prior City Council approved a contract with RNA for grass cutting services; and
Whereas, the total costs of the work contracted is estimated to be \$395,112; and
Whereas, the previous city council only approved a budgeted amount of \$50,000; and
Whereas, the Administration is requesting to move funds within line items, not between departments, and
Whereas, the remainder of the costs will fall into the next fiscal year; and
Whereas, in order to ensure that the budgeted appropriations remain in compliance with the City's Charter, the Budget Ordinance and state law, the Administration is proposing a budget amendment for the General Fund; and

NOW THEREFORE, BE RESOLVED, that the City Council hereby approves the amendment for the Fiscal Year 2021-22 Budget as requested by the Administration transferring \$170,000 from the Following GL Accounts in the Amounts Listed: General Fund GL Accounts 101.818.818.236 Prof. Service-Tree Services (\$64,000), 101.818.745.012 Recreation Supplies-Parks (\$66,000), 101.818.818.000 Other Professional Services (\$20,000), and 101.818.808.000 Parks and Neighborhood Projects (\$20,000); and Transferring \$170,000 to General Fund Account 101.818.818.006 Contractual Mowing Services.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Resolution Passed

Finance

22-158

Resolution to approve the Salary for the Positions of Deputy Finance Director at a Salary of \$94,000 and the Senior Financial Analyst at a Salary of \$90,000 for Fiscal Year 2021-22.

Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, the City of Pontiac timely approved the FY 2021-22 budget on June 24, 2021 and;
Whereas, the adopted budget appropriated funding to individual Departments for Salaries & Wages and these funding levels were based on specific salaries for individual positions; and
Whereas, the Salaries & Wages for Department 206 – Finance Administration was based on no salary appropriation for Deputy Finance Director and the salary appropriation for Senior Finance Director of \$75,000;

NOW THEREFORE be it resolved that the City Council hereby approves the salary for the position of Deputy Finance Director at a salary of \$94,000 and the Senior Financial Analyst at a salary of \$90,000.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James

No: None

Resolution Passed

Communications

City Council

Veterans and Military Families Resource Event, May 21, 2022 from 10:00 am to 2:00 pm, at UWM Sports Complex, 867 South Boulevard East, Pontiac 48341

Identify Your Dream Foundation Stomp Out The Violence 12th Annual March and Rally on May 30, 2022 from 11:00 am to 2:00 pm, held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac 48342

Pontiac Point of Hope 2022, June 4, 2022 from 10:00 am to 2:00 pm, 313 E. Walton Boulevard, Pontiac 48340

Art Fish Fun, June 11, 2022 from 11:00 am to 4:00 pm at Beaudette Park, 786 Orchard Lake Road, Pontiac 48341

City Clerk

Upcoming 2022-23 Fiscal Year Budget Hearings Schedule

Wednesday, May 18, 2022 (4:00 to 6:00 pm) Focused on Recreation, Executive Office

Thursday, May 19, 2022 (4:00 to 6:00 pm) Focused on Fire, Public Safety, and Law

Friday, May 20, 2022 (3:00 to 6:00 pm) Focused on Grants, Community Development

Monday, May 23, 2022 (4:00 to 6:00 pm) Focused on Public Works

Tuesday, May 24, 2022 (3:00 to 6:00 pm) Focused on 50th District Court, City Council, Clerk, Elections, Charter Commission, Marihuana Regulations

Tuesday, May 31, 2022 (4:00 to 6:00 pm) Public Hearing on the 2022-2023 Fiscal Year Budget

Wednesday, June 1, 2022 (3:00 to 6:00 pm) Focused on Income Tax, Finance, HR, IT, Communications

Wednesday, June 8, 2022 (5:00 to 7:00 pm) Focused on Proposed Amendments to Budget

May 17, 2022 Draft

Thursday, June 9, 2022 (5:00 to 7:00 pm) Focused on Proposed Amendments to Budget

Public Comment

Seven (7) individuals address the body during public comment

1. Julia Ruffin
2. Robert Bass
3. Quincy Stewart
4. Andrea Manns
5. Gloria Miller
6. James Sabich
7. Larry Jasper

Mayor, Clerk and Council Closing Comments

Mayor Greimel, Clerk Doyle, Councilman Parker, Councilwoman Rutherford, Councilman Nicholson, Councilwoman James, Councilman Goodman, Council President Pro-Tem Carrington and Council President McGuinness made closing comments.

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Goodman and second by Councilperson Carrington.

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 9:13 p.m.

Garland S. Doyle
Interim City Clerk

ORDINANCE NO. 2392

AN AMENDMENT TO CITY OF PONTIAC ORDINANCE ARTICLE V, BOARDS AND COMMISSIONS, DIVISION 4, ARTS COMMISSION

The City of Pontiac ordains:

2-426 Created; composition.

Pursuant to section 4.701 of the Charter, an Arts Commission is hereby created consisting of 11 members, no less than six of whom shall be residents of the City, shall be appointed by the Mayor and serve at the pleasure of the Mayor. The Commission shall act as an advisory body to the Mayor and the Council and as an advocate for the arts and aesthetics in all aspects of City life. It shall advise and support cultural institutions and groups interested in cultural activities. It shall encourage, develop and support a wide variety of programs which reflect the cultural needs and experiences of all citizens and shall encourage participation by all citizens in cultural activities carried on in the City.

2-427 Terms of members; compensation.

(a) The term of each member of the Arts Commission, after the terms of the original appointments set forth in subsection (b) of this section have been fulfilled, shall be four years. Upon expiration of a term, appointees shall continue to serve until the appointment of a successor.

(b) Each member shall be appointed as follows:

- (1) Three appointees, each having a four-year term;
- (2) Three appointees, each having a three-year term;
- (3) Three appointees, each having a two-year term; and
- (4) Two appointees, having a one-year term; respectively.

(c) All members of the Arts Commission shall serve without compensation.

2-428 Election of Chair, Vice Chair, and Secretary; terms.

(a) At the first Regular Meeting after the implementation of this Ordinance, and subsequently at the first Regular meeting of the Arts Commission held each calendar year, the Arts Commission shall elect the officer positions of Chair, Vice Chair, and Secretary.

(b) The terms of the foregoing officer positions shall be for a period of one-year, through and including the next Regular Meeting of the Commission subsequent to the one-year period, until successor officers are elected at that Regular Meeting.

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 _____, 2022.

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 _____, 2022.

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 _____, 2022.

Garland Doyle, Interim City Clerk

CONSENT AGENDA D

**Official Proceedings
Pontiac City Council
23rd Session of the Eleventh Council**

Call to order

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Wednesday, May 18, 2022 at 4:03 p.m. by Council President Mike McGuinness.

Invocation

Pledge of Allegiance to the Flag of the United States

Roll Call

Members Present – Williams Carrington, Mikal Goodman, Kathalee James, Mike McGuinness and Brett Nicholson

Mayor Greimel was absent.

Deputy Mayor Stephens was present.

A quorum was announced.

Excuse Councilmembers

Motion to excuse Councilmember Melanie Rutherford. Moved by Councilperson Nicholson and second by Councilperson Goodman.

Ayes: Goodman, James, McGuinness, Nicholson and Carrington

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to approve agenda. Moved by Councilperson Nicholson and second by Councilperson Goodman.

Ayes: James, McGuinness, Nicholson, Parker, Carrington and Goodman

No: None

Motion Carried

Agenda Items

Department Hearings

1. Recreation

Youth Recreation

Seniors

Parks

Councilwoman Melanie Rutherford arrived at 5:22 p.m.

Public Comment – No public comment

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Parker and second by Councilperson Goodman.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 5:58 p.m.

Garland S. Doyle
Interim City Clerk

DRAFT

#1

ORDINANCE

ORDINANCE NO. _____

AN AMENDMENT TO ARTICLE XIXa REGARDING MOBILE FOOD VENDORS.

The City of Pontiac Ordains:

26-1030 Mobile food ~~vehicle~~ vendors.

26-1031 Short title.

This article may be referred to as the "City of Pontiac Mobile Food ~~Vehicle~~ Vendor Ordinance."

26-1032 Definitions.

As used in this article, the following terms shall have the meanings indicated:

Mobile food ~~vehicle~~ vendor means a motorized vehicle, temporary stationary stand, or trailer used for the purpose of selling prepared foods to the general public.

~~*Mobile food vehicle vendor* means an operator of a mobile food vehicle who has obtained a license or permit from the City to operate a mobile food vehicle, and referred to in this article as "vender."~~

26-1033 Scope.

The provisions of this article apply to mobile food vendors ~~vehicles~~ engaged in the business of cooking, preparing, and distributing food or beverage for sale to the general public in public and private restricted spaces. This article does not apply to vehicles which dispense food and that move from place to place and are stationary in the same location for no more than 15 minutes at a time, such as ice cream trucks or food vending pushcarts and stands located on sidewalks.

26-1034 License required.

(a) It shall be unlawful for any person or business organization, including any religious, charitable, or nonprofit organizations, to operate within the City a mobile food ~~vehicle~~ vendor without ~~having obtained from the Building Safety Division~~ a license for that purpose. Religious, charitable, and nonprofit organizations are required to obtain a permit at no cost. ~~Such permit shall not count against the ten permits authorized in subsection (c) of this section.~~

(b) A person desiring to operate ~~as a~~ mobile food ~~vehicle~~ vendor shall make written application for such license to the ~~Building Safety~~ City Licensing Division. The application for a license shall be on forms provided by the City and shall include the following:

(1) Name, signature, phone number, e-mail contact, and business address of the applicant.

~~(2) A description of the preparation methods and food products offered for sale, including the intended menu.~~

~~(3)~~ **(2)** Information on the mobile food ~~vehicle~~ vendor equipment to include year, make and model of the vehicle or trailer (if applicable) and dimensions, which shall not exceed 36 feet in length or nine feet in width.

(4) Information setting forth the proposed hours of operation, area of operations, plans for power access, water supply and wastewater disposal.

(5) Copies of all necessary licenses or permits issued by the Oakland County Health Department.

(6) Insurance Coverage.

- a. Proof of a general comprehensive liability policy with limits of no less than \$2,000,000.00 combined single limit coverage issued by an insurer licensed to do business in this state and which names the City as an additional insured.
- b. Proof of a public liability and property damage motor vehicle policy **(if applicable)** with **limits** ~~ed~~ of no less than \$1,000,000.00 issued by an insurer licensed to do business in this state.
- (7) Any other information **reasonably** required by the **Planning and Zoning Administrator** ~~Community Development Director~~.
- (c) All vendors receiving a license under this article shall pay the annual fee as set from time to time by City Council. ~~Upon adoption of the ordinance codified in this article, the fee shall be \$200.00 until changed by resolution of the City Council.~~
- (d) Mobile food vendors are not subject to the team inspection requirement of the City's business license ordinance. ~~The initial business license fee is waived for mobile food vendors.~~ All mobile food vendors shall be subject to the renewal business license fee.
- (e) ~~The Building Safety Division shall issue no more than ten active mobile food vehicle licenses for any calendar year. For the first ten licenses issued by the City, licenses shall be issued in order to applicants who have met all of the criteria established by this code to obtain such a license.~~ Each mobile food license **issued during a calendar year** shall expire on December 31 of **that** ~~each~~ year.
- (f) A license issued under this article shall not be transferable from person to person.
- (g) A license is valid for one mobile food **vendor vehicle** only and shall not be transferred between **vendors vehicles**.
- (h) ~~License renewal for existing mobile food vehicle licenses shall begin on April 1 of each year. During the period of April 1 through April 14, renewal licenses only will be issued. Beginning on April 15 of each year, any remaining mobile food vehicle licenses will be issued on a first come, first served basis to applicants who meet all conditions required to obtain such a license.~~

26-1035 Regulations.

- (a) No operator of a mobile food vehicle shall park, stand or move a vehicle and conduct business within areas of the City where the license holder has not been authorized to operate. These streets and public areas where parking by mobile food vehicles is permitted shall be identified by the **Planning and Zoning Administrator** ~~Community Development Director~~.
- (b) The customer service area for mobile food vehicles shall be on the side of the truck that faces a curb, lawn, or sidewalk when parked. No food service shall be provided on the driving-lane side of the truck. No food shall be prepared, sold, or displayed outside of mobile food vehicles.
- (c) No mobile food ~~vehicle~~ vendor shall provide or allow any dining area within ten feet of the mobile food **operation vehicle**, including but not limited to tables and chairs, booths, stools, benches, or stand-up counters.
- (d) Customers shall be provided with single-service articles, such as plastic utensils and paper plates, and a waste container for their disposal. All mobile food ~~vehicle~~ vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food **vendors vehicles** shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed. Barbeque pits shall require coals to be disposed of in a metal container with a securable lid. Coals must be emptied from the barbeque pit at the end of each day.
- (e) No mobile food **vendor vehicle** shall make or cause to be made any unreasonable or excessive noise. The operation of all mobile food vehicles, including generators, shall adhere to the standards set forth in chapter 58, article IV – Non-Vehicular Noise. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.
- (f) Signage is only allowed when placed on mobile food **vendors vehicles**. No separate freestanding signs are permitted.

(g) No flashing or blinking lights or strobe lights are allowed on mobile food vehicles or related signage when the vehicle is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque hood shields to direct the illumination downward.

(h) Mobile food vehicles, when parked on public streets, shall be parked in conformance with all applicable parking restrictions and shall not hinder the lawful parking or operation of other vehicles.

(i) A mobile food vehicle shall not be parked on the street overnight or left unattended and unsecured at any time food is in the vehicle. Any mobile food vehicle found to be unattended shall be considered a public safety hazard and may be ticketed and impounded. Unattended mobile food vehicles left on private lots overnight shall be considered a public safety hazard and may be ticketed and impounded.

(j) A vendor shall not operate ~~a mobile food vehicle~~ within 500 feet of any fair, festival, special event or civic event that is licensed or sanctioned by the City unless the vendor has obtained written permission from the event sponsor and filed that with the Building Safety Division.

(k) The issuance of a mobile food vendor vehicle license does not grant or entitle the vendor to the exclusive use of any service route or parking space to the license holder.

(l) A vendor shall not operate on private property without first obtaining written consent to operate from the affected private property owner.

(m) No mobile food vendor vehicle shall use external signage, bollards, seating or other equipment not contained within the vending apparatus vehicle. When extended, awnings for mobile food vendors vehicles shall have a minimum clearance of seven feet between the ground level and the lowest point of the awning or support structure.

(n) Any power required for the mobile food vendors vehicle located on a public way shall be self-contained, and a mobile food vehicle shall not use utilities drawn from the public right-of-way. Mobile food vendors vehicles on private property may use electrical power from the property being occupied or an adjacent property, but only with a valid electrical permit and when the property owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any City street, alley or sidewalk. No gas-powered generators are permitted.

(o) Mobile food vendors vehicles shall not be located parked within 150 feet of an existing brick-and-mortar restaurant during the hours when such restaurant is open to the public for business.

(p) Mobile food vendors vehicles shall not be located parked within 150 feet of a residential property.

(q) Operating a Mobile Food Vehicle on Private Property.

(1) A vendor shall be permitted to operate on private property if the property is zoned for commercial, industrial, or mixed use and the operation of the mobile food vehicle is not within 150 feet of a residential building.

(2) A private property owner shall not permit operation of parking by a mobile food vendor vehicle until:

a. A special exemption permit has been obtained to allow for such use if the site is within 150 feet of a residential building.

b. All property taxes must be up to date to secure a special exception permit.

(3) Mobile food vehicles are permitted in residential districts as a special land use and require a special exception permit, as described in Section 2.544(D) of the Pontiac Zoning Ordinance.

(4) Conformance with subsections (a) through (p) of this section.

26-1036 Enforcement.

(a) Any license holder operating ~~as a~~ mobile food vendor vehicle in violation of any provision of this article or any rules and regulations promulgated by the City shall be subject to a civil fine of five hundred dollars \$500.00 per day. Each day of violation shall constitute a separate and distinct offense.

(b) Once a license has been issued, it may be revoked, suspended or not renewed by the Community Development Director for failure to comply with the provisions of this article and any rules or regulations promulgated by the City.

26-1037 Denials and appeals.

(a) Pursuant to section 26-43, Denial; revocation; suspension, the issuance of licenses applied for under this article may be denied by the Director of Community Development and licenses issued may be revoked or suspended by the Director of Community Development at any time for the reasons set forth in section 1-24 and in accordance with the procedures contained therein, unless specifically provided for otherwise in this article.

(b) Pursuant to section 26-44, Hearing procedures, any person whose application for a license is denied shall have the right to a hearing before the Board of Appeals, provided a written request therefor is filed with the Administrator within ten days following the denial of the application for a license. The Board of Appeals may reverse any determination to deny the issuance of a license and the Board of Appeals may grant any license. No person shall operate any business during any time when his license therefor has been suspended, revoked or cancelled. Before a license issued pursuant to this article may be suspended or revoked, the notice and hearing procedures contained in section 1-24 shall be followed.

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 _____, 2022.

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 _____, 2022.

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 _____, 2022.

Garland Doyle, Interim City Clerk

#2

ORDINANCE



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Linnette Phillips, Director, Economic Development

CC: Khalfani Stephens, Deputy Mayor, Anthony Chubb, City Attorney

THROUGH: Mayor Tim Greimel

DATE: May 24, 2022

RE: **ECONOMIC DEVELOPMENT**

**Amendment to Ordinance 110-42 (Currently Codified as Municipal Code 2369
As Of September 10,2019) Phoenix Place Apartments**

In September 2015, the Phoenix Place P.I.L.O.T property had been involved in combination activity due to the acquisition of additional land. Oakland County requested the related Ordinance be amended or a new Ordinance be adopted to supersede it to reconcile the Legal Description. To date, Municipal Code Section 110-42 represents a partial description of the site. The related Mortgage was amended to include the acquired land in October 2014. A survey was completed August 22, 2014.

Regarding Ordinance No. 1852, adopted/effective February 1983, which became City of Pontiac Code Sec. 11-8.1 (1985) and subsequently became City of Pontiac Municipal Code Sec. 110.42 (date unknown), has a historic relationship to the Phoenix Place P.I.L.O.T. That section of the City of Pontiac Municipal Code was repealed and a substitute 110-42 adopted via Ordinance No. 2214, adopted/effective February 2010. A previous review of the City of Pontiac Municipal Code shows Ordinance No. 2214 stated as the last attributable to this section with the Municipal Code only having be re-codified through Ordinance No. 2369 (09/10/2019).

A proposed amendment to ordinance replacing the Legal Description in Municipal Code Sec. 110-42 with the attached Legal Description for Parcel Number 64-14-29-484-012 for Phoenix Place Apartments, located at 47251 Woodward Avenue, Pontiac, 48342 is provided.

The Oakland County Property Profile, Oakland County LAMS Tax Description, Parcel Split Survey and the Legal Description Survey, completed, signed and sealed by Chad Findley, P.S. (Professional Surveyor) are all attached confirming the appropriate Legal Description for Parcel No. 64-14-29-484-012 for Phoenix Place Apartments, P.I.L.O.T, per Ordinance 2214, Municipal Code 110-42.

All related documents were reviewed by Chad Findley, P.S. to provide the current and correct property description for Phoenix Place Apartments, parcel number 64-14-29-484-012. Municipal Code Section 110-42 of Ordinance 2214 to be updated.

CITY OF PONTIAC ORDINANCE NO. _____
ORDINANCE TO AMEND ORDINANCE 110-42
(CURRENTLY CODIFIED AS MUNICIPAL ORDINANCE 2369 AS OF SEPTEMBER 10, 2019)
PHOENIX PLACE APARTMENTS

THE CITY OF PONTIAC ORDAINS:

(a) *Preamble.*

(1) It is acknowledged that it is a proper public purpose of the state and its political subdivisions to provide housing for its citizens of low and moderate income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 [Act No. 346 of the Public Acts of Michigan of 1966 (MCL 125.1401 et seq.; MSA 16.114(1) et seq., as amended)]. The City is authorized by this Act to establish or change by ordinance the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses but not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for elderly persons of low or moderate income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemptions for such housing is a valid public purpose; further, that the continuance of the provisions of this Section for tax exemption and the service charge in lieu of taxes during the period hereinafter contemplated in this Section are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption.

(2) The City acknowledges that the Phoenix Place 2006 Limited Dividend Housing Association Limited Partnership (the "Sponsor") has offered, subject to and expressly contingent upon receipt of an Authority-aided mortgage or Federally aided mortgage, to improve and continue to own and operate a housing development identified as the Phoenix Place Apartments on certain property commonly known as 47251 Woodward Avenue, City of Pontiac, State of Michigan 48342 to serve elderly persons of low or moderate income, and the Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all taxes with the subject premises being more particularly described as follows:

~~Land situated in the County of Oakland, City of Pontiac, State of Michigan~~

~~Part of Lots 7, 32, through 39, 41, 63 and 64 and all of 40, inclusive and part of vacated Perry Street, ASSESSOR'S PLAT NO. 131, according to the plat thereof as recorded in Liber 54 A of Plats, page 65, Oakland County Records, all described as follows: Beginning at a point, said point being distant from the Northeast corner of Lot 26, said ASSESSOR'S PLAT NO. 131, as recorded in Liber 54 A of Plats, page 65, South 01 degree 54 minutes 34 seconds East 20.51 feet to a point on the Southerly line of Water Street and the Westerly line of Wide Track Drive and commencing along said Westerly line of said Wide Track Drive, South 01 degree 54 minutes 34 seconds East 54.68 feet and South 04 degrees 25 minutes 31 seconds West 195.98 feet and South 00 degrees 08 minutes 53 seconds East 27.22 feet from said Northeast corner of Lot 26; thence from said Point of Beginning continuing along said Westerly line of Wide Track Drive, South 00 degrees 08 minutes 53 seconds East 171.54 feet; thence South 04 degrees 25 minutes 31 seconds West 200.00 feet to the Northerly line of Auburn Road; thence along said Northerly line, South 87 degrees 53 minutes 06 seconds West 53.85 feet; thence 125.57 feet along an arc of a curve to the right, said curve having a radius of 365.37 feet, a central angle of 19 degrees 41 minutes 27 seconds;~~

~~a chord length of 124.95 feet and a chord bearing of North 82 degrees 16 minutes 10 seconds West; thence North 14 degrees 32 minutes 05 seconds West 236.38 feet; thence North 75 degrees 27 minutes 55 seconds East 64.00 feet; thence North 14 degrees 32 minutes 05 seconds West 60.00 feet; thence North 75 degrees 27 minutes 55 seconds East 211.83 feet to the Point of Beginning; Together with a non-exclusive easement as created, limited and defined in that certain instrument recorded in Liber 8412, page 337, including a non-exclusive easement for Elderly Access, Future Development Access, Emergency Access and Landscaping over the following described Easement Parcel: A description of a parcel of land being located in part of Lots 1 through 7, 26 through 32 and 41, inclusive, ASSESSOR'S PLAT NO. 131, according to the plat thereof as recorded in Liber 54 A of Plats, page 65, Oakland County Records all being apart of the Southwest 1/4 of Section 28 and the Southeast 1/4 of Section 29, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, described as follows: Beginning at a point, said point being distant from the Northeast corner of Lot 26, ASSESSOR'S PLAT NO. 131, as recorded in Liber 54 A of Plats, page 65, South 01 degree 54 minutes 34 seconds East 20.51 feet to the Point of Beginning, said point also being the Southerly line of Water Street and the Westerly line of Wide Track Drive; thence continuing along said Westerly line of said Wide Track Drive, South 01 degree 54 minutes 34 seconds East 54.68 feet; thence South 04 degrees 25 minutes 31 seconds West 195.98 feet; thence South 00 degrees 08 minutes 53 seconds East 27.22 feet; thence South 75 degrees 27 minutes 55 seconds West 211.83 feet; thence North 34 degrees 21 minutes 32 seconds East 131.30 feet; thence North 13 degrees 24 minutes 53 seconds East 95.34 feet; thence North 06 degrees 00 minutes 00 seconds West 95.00 feet to a point on the said Southerly line of said Water Street; thence along said Southerly line, North 75 degrees 13 minutes 16 seconds East 136.50 feet to the Point of Beginning.~~

Real property situated in the City of Pontiac, County of Oakland, State of Michigan; to-wit:

Parcel 1:

Part of Lots 7, and 32 through 39, both inclusive, all of Lot 40, and part of Lots 41, 63 and 64, including part of vacated Perry Street, of ASSESSOR'S PLAT NO. 131 A REPLAT OF ASSESSOR'S PLAT NO. 44 AND LOTS 1 TO 20 INC. OF EASTERN ADDITION, PTS. S.W. ¼ SEC. 28 & S.E. ¼ SEC. 29, T.3N. R.10E., CITY OF PONTIAC, OAKLAND CO., MICHIGAN, according to the plat thereof as recorded in Liber 54A of Plats, page 65, Oakland County Records, all described as: Beginning at a point, said point being distant from the Northeast corner of Lot 26 of said ASSESSOR'S PLAT NO. 131 A REPLAT OF ASSESSOR'S PLAT NO. 44 AND LOTS 1 TO 20 INC. OF EASTERN ADDITION, PTS. S.W. ¼ SEC. 28 & S.E. ¼ SEC. 29, T.3N. R.10E., CITY OF PONTIAC, OAKLAND CO., MICHIGAN, South 01 degree 54 minutes 34 seconds East, 20.51 feet to a point on the Southerly line of Water Street and the Westerly line of Wide Track Drive and commencing along said Westerly line of Wide Track Drive, South 01 degree 54 minutes 34 seconds East, 54.68 feet and South 04 degrees 25 minutes 31 seconds West, 195.98 feet and South 00 degrees 08 minutes 53 seconds East, 27.22 feet from said Northeast corner of Lot 26; thence from said Point of Beginning and continuing along said Westerly line of Wide Track Drive, South 00 degrees 08 minutes 53 seconds East, 171.54 feet; thence South 04 degrees 25 minutes 31 seconds West, 200.00 feet to the Northerly line of Auburn Road; thence along said Northerly line, South 87 degrees 53 minutes 06 seconds West, 53.85 feet; thence 125.57 feet along an arc of a curve to the right, said curve having a radius of 365.37 feet, a central angle of 19 degrees 41 minutes 27 seconds, a chord length of 124.95 feet, and a chord bearing of North 82 degrees 16 minutes 10 seconds West; thence North 14 degrees 32 minutes 05 seconds West, 236.38 feet; thence North 75 degrees 27 minutes 55 seconds East, 64.00 feet; thence North 14 degrees 32 minutes 05 seconds West,

60.00 feet; thence North 75 degrees 27 minutes 55 seconds East, 211.83 feet to the Point of Beginning.

Old Tax Parcel: 14-29-484-009

EASEMENT PARCEL:

Together with a non-exclusive easement as created, limited and defined in that certain instrument recorded in Liber 8412, page 337, Oakland County Records.

Parcel 2:

Part of Lots 1 through 7, both inclusive, part of Lot 15, and part of Lot 42, of ASSESSOR'S PLAT NO. 131 A REPLAT OF ASSESSOR'S PLAT NO. 44 AND LOTS 1 TO 20 INC. OF EASTERN ADDITION, PTS. S.W. ¼ SEC. 28 & S.E. ¼ SEC. 29, T.1N. R.10E., CITY OF PONTIAC, OAKLAND CO., MICHIGAN, according to the plat thereof as recorded in Liber 54A of Plats, page 65, Oakland County Records, being more particularly described as: Commencing at the Northeast corner of Lot 26 of said plat; thence South 01 degree 54 minutes 34 seconds East, 20.51 feet; thence South 75 degrees 13 minutes 16 seconds West, 136.50 feet to the Point of Beginning; thence South 06 degrees 00 minutes 00 seconds East, 95.00 feet; thence South 13 degrees 24 minutes 53 seconds West, 95.34 feet; thence South 34 degrees 21 minutes 32 seconds West, 131.30 feet; thence North 14 degrees 32 minutes 05 seconds West, 263.81 feet; thence North 75 degrees 13 minutes 16 seconds East, 157.72 feet to the Point of Beginning.

Old Tax Parcel: 14-29-484-011

Parcel 3:

Part of Lots 1 through 7, both inclusive, part of Lots 26 through 32 both inclusive, and part of Lot 41, of ASSESSOR'S PLAT NO. 131 A REPLAT OF ASSESSOR'S PLAT NO. 44 AND LOTS 1 TO 20 INC. OF EASTERN ADDITION, PTS. S.W. ¼ SEC. 28 & S.E. ¼ SEC. 29, T.3N. R.10E., CITY OF PONTIAC, OAKLAND CO., MICHIGAN, according to the plat thereof as recorded in Liber 54A of Plats, page 65, Oakland County Records, being more particularly described as: Beginning at a point distant South 01 degree 54 minutes 34 seconds East, 20.51 feet from the Northeast corner of Lot 26 of said plat; thence South 01 degrees 54 minutes 34 seconds East, 54.68 feet; thence South 04 degrees 25 minutes 31 seconds West, 195.98 feet; thence South 00 degrees 08 minutes 53 seconds East, 27.22 feet; thence South 75 degrees 27 minutes 55 seconds West, 211.83 feet; thence North 34 degrees 21 minutes 32 seconds East, 131.30 feet; thence North 13 degrees 24 minutes 53 seconds East, 95.34 feet; thence North 06 degrees 00 minutes 00 seconds West, 95 feet; thence North 75 degrees 13 minutes 16 seconds East, 136.50 feet to the Point of Beginning.

Old Tax Parcel: 14-29-484-008

Now all 3 parcels combined July 10, 2015 into tax parcel 14-29-484-012

Commonly known as: 47251 Woodward Avenue

The property is also described as follows:

T3N, R10E, SEC 29 ASSESSOR'S PLAT NO 131 PART OF LOTS 1 TO 7 INCL, ALSO PART OF LOT 15, ALSO PART OF LOT 42 ALL DESC AS BEG AT PT DIST S 01-54-34 E 20.51 FT & S 75-13-16 W 136.50

FT FROM NE COR OF LOT 26 OF SD PLAT, TH S 06-00-00 E 95 FT, TH S 13-24-53 W 95.34 FT, TH S 34-21-32 W 131.30 FT, TH N 14-32-05 W 263.81 FT, TH N 75-13-16 E 157.72 FT TO BEG, ALSO PART OF LOTS 1 TO 7 INCL, ALSO PART OF LOTS 26 TO 32 INCL, ALSO PART OF LOT 41 ALL DESC AS BEG AT PT DIST S 01-54-34 E 20.51 FT FROM NE COR OF LOT 26, TH S 01-54-34 E 54.68 FT TH S 04-25-31 W 195.98 FT, TH S 00-08-53 E 27.22 FT, TH S 75-27-55 W 211.83 FT, TH N 34-21-32 E 131.30 FT, TH N 13-24-53 E 95.34 FT, TH N 06-00-00 W 95 FT, TH N 75-13-16 E 136.50 FT TO BEG, ALSO PART OF LOT 7, ALSO LOTS 32 TO 39 INCL, ALSO ALL OF LOT 40, ALSO PART OF LOT 41, ALSO PART OF LOTS 63 & 64, ALSO PART OF VAC PERRY ST ALL DESC AS BEG AT PT DIST S 01-54-34 E 20.51 FT & S 01-54-34 E 54.68 FT & S 04-25-31 W 195.98 FT & S 00-08-53 E 27.22 FT FROM NE COR OF LOT 26 OF SD PLAT, TH S 00-08-53 E 171.54 FT, TH S 04-25-31 W 200 FT, TH S 87-53-06 W 53.85 FT, TH ALG CURVE TO RIGHT, RAD 365.37 FT, CHORD BEARS N 82-16-10 W 124.95 FT, DIST OF 125.57 FT, TH N 14-32-05 W 236.38 FT, TH N 75-27-55 E 64 FT, TH N 14-32-05 W 60 FT, TH N 75-27-55 E 211.83 FT TO BEG

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 _____, 2022.

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 _____, 2022.

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 _____, 2022.

Garland Doyle, Interim City Clerk

#3

RESOLUTION

Resolution Forthcoming

#4

RESOLUTION

Resolution Forthcoming

#5

RESOLUTION

Resolution Forthcoming

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Linnette Phillips, Director, Economic Development

CC: Khalfani Stephens, Deputy Mayor, Anthony Chubb, City Attorney

THROUGH: Mayor Tim Greimel

DATE: May 17, 2022

RE: **ECONOMIC DEVELOPMENT**

Resolution to Approve Micah 6 Community, LLC Development Agreement

Pontiac City Council approved a resolution to grant a 12-year Obsolete Property Rehabilitation Exemption for Micah 6 Community, LLC. The exemption is for the real property, excluding land, located in the Obsolete Property Rehabilitation District located at 640 W. Huron Street, Pontiac, MI 48341 (parcel number 64-14-30-453-001) upon execution and subject to City Council approval of a development agreement detailing mutual compliance of specific terms and agreement.

Micah 6 Community, LLC is a 501(c)3 community development corporation serving western Pontiac, Michigan since 2012. We do this through increasing access to healthy food, improving the quality of housing, and providing enrichment opportunities to local children. The organization grows gardens on eight vacant city lots, left behind after home demolitions. We have renovated and rented out two duplexes in the community. We have also renovated a small commercial building that now houses one of our small businesses: Sprout Fresh Food Store.

Micah 6 Community, LLC is proposing to rehab the 53,000 SF vacant school during a 14-month construction period and when completed, propose to rent space to non-profits and for-profit organizations, creating approximately 40+ FTE jobs after construction and 50 temporary jobs during the construction period. The project will be home to Webster Community Center and is estimated to cost \$17.8M to rehab.

RESOLUTION ON FOLLOWING PAGE



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO APPROVE MICAH 6 COMMUNITY, LLC, DEVELOPMENT AGREEMENT

Whereas, the City Council of the City of Pontiac, by resolution, established an obsolete property rehabilitation **district** for the real property located at 640 W. Huron Street, Pontiac, MI 48341 (parcel 64-14-30-453-001); and

Whereas, the City Council of the City of Pontiac, by resolution, granted an obsolete property rehabilitation **exemption certificate** for the real property located in the Obsolete Property Rehabilitation District located at 640 W. Huron Street, Pontiac, MI 48341 (parcel 64-13-30453-001).

Whereas, approval of the OPRA district and exemption certificate is subject to City Council approval of a development agreement detailing mutual compliance of specified terms; and

Whereas, the use of this property shall be restricted to non-marihuana related uses during the effective period of the OPRA Certificate. Shall use of the property become marihuana related, the OPRA Certificate shall be immediately revoked by the City; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pontiac
Be and hereby grant approval of the Micah 6 Community, LLC Development Agreement for a 12-year Obsolete Property Rehabilitation Exemption Certificate for the real property, excluding land, located in the Obsolete Property Rehabilitation District located at 640 W Huron Street, Pontiac, MI 48341 (parcel number 64-14-30-453-001). The Development Agreement will be reviewed for compliance to terms specified for this certificate.

Attachments:

Micah 6 Community, LLC – Development Agreement

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2022 ("Effective Date"), by and between the **City of Pontiac**, a Michigan municipal corporation (the "City"), **Webster Community Center, LLC**, a Michigan limited liability company ("Owner"), and **Micah 6 Community**, a Michigan nonprofit corporation ("Project Sponsor"); (each a "Party" and collectively the "Parties"), upon the terms and conditions set forth below.

RECITALS

- A. Project Sponsor is the current owner and the Owner is the prospective owner of real property in the City of Pontiac, Oakland County,

Tax ID	Property Address	Legal Descriptions
Parcel 64-14-30-453-001	640 W. Huron Street Pontiac, MI 48341	See Exhibit A

(the "Property"), upon which a building formerly serving as the Webster Elementary School is located.

- B. Webster Elementary School has served as a vital center for education and education-related activities for youth and the community for nearly 90 years. Renovating the building will restore the community service component of the building and provide critical neighborhood and community services while stabilizing and restoring the surrounding neighborhood and serving as a catalyst for new growth and development.
- C. The Project Sponsor will cause the Property to be developed on behalf of Owner.
- D. The City, Owner and Project Sponsor share the goal of redeveloping the Property in such a manner as to benefit the surrounding neighborhood and general City of Pontiac in order to further the continued economic revitalization of both the City of Pontiac and Oakland County.
- E. The Owner and Project Sponsor intend to redevelop the Property to create the Webster Community Center (the "Project") using private donated funds, institutional loans, rental income, public funds provided by the Michigan Economic Development Corporation ("MEDC") Michigan Community Revitalization Grant, and Federal Historic and New Markets Tax Credits (the "Tax Credits")
- F. The City, Owner and Project Sponsor desire to enter into this Agreement in consideration for the City providing the Owner with a twelve (12) year OPRA tax abatement on the Property commencing on December 31st of the year in which the Project is first placed in service (the "Tax Abatement").

AGREEMENT

WHEREAS, for good and sufficient consideration, the mutual receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Obligations of Owner and Project Sponsor.
 - a. In order to take advantage of the Tax Credits, Project Sponsor will convey the property to Owner. Initially, Owner shall solely owned by Webster CC Manager, Inc., a Michigan for-profit corporation ("Manager"), which in turn shall be solely owned by Project Sponsor, a nonprofit corporation. Upon completing the financial closing with the tax credit investor(s), Owner shall be owned by Manager and Webster Master Tenant LLC, a Michigan limited liability company

("Master Tenant"). In turn, Master Tenant shall be owned by Manager and a to-be-named Historic Tax Credit investor.

- b. Owner shall have twelve (12) months from the date hereof to close on all its sources of financing and with the Tax Credit investor(s).
- c. The Project must be completed on or prior to December 31, 2024.
- d. The Tax Abatement provided by the City shall not become effective until the first tax year following "Substantial Completion of Construction." By way of example and for the avoidance of doubt, if the Project achieves Substantial Completion of Construction in November of 2023, then the Project shall be deemed eligible for Tax Abatement as of December 31, 2023 for the 2024 tax year. The Project shall be deemed to have achieved Substantial Completion of Construction when a certificate of occupancy for the Project is issued.
- e. At least \$17,000,000 in equity and borrowed funds shall be expended in soft and hard costs to complete the rehabilitation of the Project as of the date of Substantial Completion of Construction, which shall be not later than July 1, 2024. The Owner and Project Sponsor shall provide reports of progress of construction and expended funds not less than every six (6) months to the City.
- f. The Property restoration will be undertaken in full conformance with the guidelines established by the United States Secretary of Interior Standards as administered by the National Park Service and the Michigan State Historic Preservation Office to assure compliance with the Section 47 Historic Preservation Standards.
- g. A primary use of the Project when completed will be as a community center with services for individuals and families in need, which services may include services to children, supporting the arts, furthering of education and/or provision of food. Owner agrees to utilize the Project as a community center for so long as the Tax Abatement is in effect. Should the Project cease to be a community center, then effective with the commencement of the next ad valorem tax year, the Tax Abatement on the Project shall cease.
- h. When the Project is completed, the community gardens and greenhouse will remain. The grounds, courtyard, gymnasium, community room stage and commercial kitchen will be available for access and use by residents of Pontiac, consistent with rules and regulations to be developed.
- i. Upon completion of the Project, a business incubator will be created as one of the Project uses.
- j. In order to facilitate monetization of the Tax Credits, the Project will be master leased to Master Tenant, which shall enter into subleases with the actual Project occupants. Project Sponsor will control the management and operation of the facility through its wholly-owned Manager, which shall serve as Manager of Master Tenant.
- k. Owner and Project Sponsor agree to personally solicit bids from Pontiac-based subcontractors and otherwise encourage them to participate in the bidding process. Owner and Project Sponsor agree to meet with local subcontractors and to facilitate meetings between the general contractor and local subcontracts to explain and answer questions regarding the Project and bid process. Bids will be awarded to the lowest priced qualified bidder with a proper level of experience in order to ensure a fair and equal bidding process and to be in compliance with regulations applicable to the Project as a result of the multiple funding sources secured. The Owner and Project Sponsor shall provide reports of outreach to Pontiac-based subcontractors and Pontiac-based subcontractor participation in the Project, not less than every six (6) months to the City.
- l. Owner and Project Sponsor agree to perform outreach to Pontiac residents to encourage their employment in the Project. This shall result in the equivalent of not less than forty (40) "Full-

Time” jobs new to the City of Pontiac upon completion of the Project and occupancy by the tenants. Neither Owner nor Project Sponsor can assure the new jobs will be held by current residents of the City of Pontiac. For the purposes of this provision, Full-Time shall mean thirty (30) hours per week. For the avoidance of doubt, this provision may be satisfied by the accumulation of any number of jobs so long as the total hours per week from all employees shall equal or exceed 1200 hours. The Owner and Project Sponsor shall provide reports of such outreach to Pontiac residents and information regarding employment of Pontiac residents in the Project not less than every six (6) months to the City.

- m. Effective with the date hereof and continuing until grand opening of the Project, Owner and Project Sponsor will cause to be delivered to the City's Economic Development Committee quarterly reports as to the status of efforts to secure funding, probable closing dates and construction progress once construction commences, as well as respond to such further reasonable questions as the Economic Development Committee may ask of Owner and Project Sponsor.
- n. Upon completion of construction, Owner and Project Sponsor shall provide representatives of the City access to the Project at all times determined necessary by the City during normal business hours and upon proper notice for the purpose of ensuring compliance with the City regulations and building codes. The City shall provide the Owner at least a 24-hour notice when requesting access to the Project.
- o. Owner and Project Sponsor agree to inform the City within thirty (30) days of any problems, delays or adverse conditions that would materially affect the ability of Owner or Project Sponsor to achieve the commitments made herein in a timely fashion. In such event, Owner and Project Sponsor agree to keep the City regularly informed of the efforts made to minimize the adverse consequences of such developments.
- p. All construction shall be carried out in a good and workmanlike manner, using first-class materials and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations of the governmental authorities having jurisdiction over the construction or the Property.
- q. The Owner shall secure all necessary certificates and permits as required for construction and occupancy of the Property.
- r. Owner and Project Sponsor shall comply with all City of Pontiac (“COP”) building code requirements and codes and throughout the construction period and following the duration of the Agreement.
- s. All properties owned and/or managed by Owner, Project Sponsor and related entities should be in compliance and current with COP Building and Safety Code. This includes inspections, violations and citations.
- t. The Owner and Project Sponsor shall be current and in compliance with all applicable city codes and ordinances. If the Owner is found to be out of compliance they shall have thirty (30) days from the date of notice (which shall be the date when the owner is notified, which shall be defined as two (2) days after the postage date of us mail or the date stamp of an email) to cure, provided that if the noncompliance is not capable of being cured within thirty (30) days and the Owner or Project Sponsor commence the cure within such thirty (30) day period, so long as Owner or Project Sponsor continues to diligently pursue such cure, the period for cure shall be extended up to an additional ninety (90) days. If they do not cure in that time, they shall forfeit 1 year of eligibility in the OPRA. If this occurs a third time and is again not cured within the allotted time, then the OPRA shall be revoked.

- u. The length of the Tax Abatement was predicated on the Owner leasing to non-profit entities and for other public purpose uses, and said entities could not afford market rate rents. It is understood that two of the uses of the Property shall be a business incubator operated by the Pontiac Community Foundation, the ultimate tenants of whom will be start up for profit companies ("Start-Ups") and a farmer's market, the ultimate tenants of whom shall be farmers and local entrepreneurs marketing agricultural products ("Agricultural Tenants"). If the tenant leases space to for-profit entities other than Start-Ups, Agricultural Tenants and a small coffee shop without prior approval from the City of Pontiac, for each such for profit entity that take space one year of Tax Abatement eligibility shall be forfeited. This forfeiture includes for-profit entities that sublease space from non-profits or other for profit entities, but excludes de minimus leases to for profits in order to fill space so long as the aggregate leased space occupied by such non-qualifying tenants at any one time shall not exceed ten percent (10%) of the leasable space of the Project. This clause is meant to avoid leasing a large amount of space to one entity who then subleases to multiple entities for the purpose of circumventing the spirit of the language of the clause. The Parties recognize that the Project is being developed through the use of Federal Historic and New Markets Tax Credits and that in order to meet requirements of the Historic Tax Credit investor, Owner will master lease the Property to an entity to be named Webster Master Tenant LLC, a Michigan for profit limited liability company ("Master Tenant"). This provision is intended to address the tenants of Master Tenant.

- 2. Obligations of the City. The City, for its part, agrees to provide a twelve (12) year tax abatement pursuant to the Obsolete Property Rehabilitation Act, Michigan Public Act 146 of 2000, on the Property commencing the year following achievement of Substantial Completion of Construction.

3. Mortgage Financing: Rights of Mortgagees.

- a. *Mortgagee Not Obligated to Construct.* Notwithstanding the provisions of this Agreement, the holder of any mortgage authorized by the Agreement shall in no way be obligated by the provisions of the Agreement to construct or complete the improvements or to guarantee such construction to completion; nor shall any covenant or any other provision in this Agreement be construed to so obligate such holder.
- b. *Copy of Notice of Default to Mortgagee.* Whenever the City shall deliver any notice or demand to the Owner or Project Sponsor with respect to any breach or default by either in their obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice of demand to each holder of any mortgage of which the City has been notified in writing at the last address of such holder furnished to the City by the Project Sponsor or Mortgagee.
- c. *Mortgagee's Option to Cure Defaults.* In the event of any breach or default in the terms of this Agreement, then each Mortgagee, or an assignee thereof, shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage, provided that if the breach or default is with respect to construction of the improvements, nothing contained in this Section or any other Section of this Agreement shall be deemed an approval thereof, to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligations to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the improvements on the Property or the part thereof to which the lien or title of such holder relates.
- d. *Mortgage and Holder.* For the purposes of this Agreement, the term "Mortgage" shall mean a mortgage or other instrument creating an encumbrance or lien upon the Property, or any part

thereof, as security for a loan. The term "Holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or conditions secured by such mortgage.

- e. *Obligations Owed To and By Financial Institutions.* The Owner, Project Sponsor and City agree that representations, warranties, or other agreements made by the City in this Agreement are transferable to any financial institution which loans money to the Owner and/or Project Sponsor for the sole purpose of the construction of the Project to fulfill the use described in this Agreement and for which the property is security and who succeeds to Owner's interest through foreclosure, deed in lieu of foreclosure or otherwise. It is acknowledged that additional consideration for said transferability is the extension of credit to the Owner for the construction of the improvement on the premises which promotes the City's redevelopment of the Property and tax revenues to be generated from occupancy of the Property.

4. Indemnification.

- a. Throughout the term of this Agreement, Owner and Project Sponsor jointly and severally hereby agree to indemnify, defend and hold harmless the City, and any and all of its past, present and future members, officials, employees, representatives, agents and consultants, from any and all losses, demands, claims, actions, causes of action, assessments, suits, judgments, damages, liabilities, penalties, costs and expenses (including, without limitation, the fees and expenses of attorneys and other consultants) which are asserted against, threatened, or are imposed upon or incurred by the City or any above-listed person and which result from, relate to, or arise out of (1) the activities contemplated in this Agreement; or (2) any breach of this Agreement by the indemnifying parties.
- b. The Owner and Project Sponsor shall obtain and maintain throughout the term of this Agreement, at Owner's cost, and require their contractors and service providers engaged in the Project to obtain and maintain, commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) against claims of any and all persons, firms and corporations for personal injury, death or property damage occurring upon, in or about the Property. The policy shall name the City as an additional insured for any and all claims or liabilities set forth in Section 4(a).

5. Default; Remedies.

- a. If the Mayor of the City determines that the Owner and/or Project Sponsor, including their contractors or partners including the Manager and/or Master Tenant, have materially breached this Agreement, and failed to cure within the time allowed hereunder, the City shall serve notice in writing of the breach to all Parties. The Owner and/or Project Sponsor shall respond within thirty (30) days which (i) acknowledges the breach; (ii) denies the breach and requests a hearing of the Pontiac City Council. Within forty-five (45) days of receipt of a request for hearing, the Pontiac City Council shall hold a hearing to determine whether such breach exists. This determination shall be a final administrative determination. The final determination shall become a Final Order unless the Owner and/or Project Sponsor shall file an appeal of such determination to the proper Court within twenty eight (28) days of the effective date of the final determination. In the event of such an appeal, the Final Order shall be defined as the issuance of an Order or Judgment by a Court and the expiration of the time period for an appeal therefrom.
- b. If the Owner and/or Project Sponsor acknowledge such breach, or the Pontiac City Council finds such a breach to exist, upon issuance of a Final Order, the tax abatement provided pursuant to this Agreement and upon the Property may be revoked immediately, in the sole and absolute discretion of the Pontiac City Council.
- c. Nothing within this Section 5 shall limit remedies sought by a Party for damages, nor impair all other rights and remedies available under law, including proceedings for injunctive relief, specific performance, mandamus, or other actions in law or equity.

6. Miscellaneous.

- a. *Assignment of Rights.* The Parties understand that the Property is currently in the name of Project Sponsor and accordingly the current Tax Abatement is solely in its name, but that following completion of the major environmental remediation, the Property will be deeded to Owner. Accordingly, upon request of Project Sponsor, COP agrees to extend the Tax Abatement to Owner, provided that Project Sponsor shall not then be in default of its obligations under this Agreement.
- b. *Complete Agreement.* Except for the terms of the OPRA Tax Abatement Resolution, this Agreement constitutes the complete agreement between the Parties and supersedes and replaces all prior negotiations and agreements. Except for the terms of such Resolution, there are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements, whether express or implied, other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.
- c. *Governing Law and Forum.* This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan applicable to contracts made and to be performed entirely within Michigan and without giving effect to choice of law principles of Michigan. Each of the Parties agrees that any legal or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only in a state or federal court located in or having jurisdiction over Oakland County, Michigan.
- d. *Relationship of Parties.* The relationship between the City and the Owner, and between the City and the Project Sponsor shall be that of independent contracting parties, and not partners in an actual or implied partnership nor joint ventures. The rights and obligations of the Parties shall be governed solely by this Agreement and by the terms and conditions of the Resolution for Tax Abatement on the Property adopted by the Pontiac City Council on April 19, 2022, unless subsequently modified in a document approved by the Parties.
- e. *No Third Party Beneficiaries.* This Agreement is made solely for the benefit of the Parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental authority or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.
- f. *No Waiver.* The failure of any Party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.
- g. *Amendment.* This Agreement may be modified or amended only by written document signed and delivered by the City, Owner and Project Sponsor.
- h. *Mutual Authorship.* This Agreement was negotiated between the Parties and, therefore, is deemed to have been mutually drafted by the Parties.
- i. Transfer, Successors and Assigns; Recording. Subject to the rights of a Mortgagee granted in Section 3 above, and except for transfers of an interest in Owner or Master Tenant to a Federal tax credit investor, transfer of the ownership of the Property within the first five (5) years of this Agreement must receive prior authorization of the Pontiac City Council and shall not be unreasonably withheld. This Agreement will be recorded upon the Property, and shall be binding upon the Parties and their successors and assigns, and the obligations created hereunder will run with the Property and the Project, and this Agreement will, thereafter, be assigned to and shall be binding on the purchaser, successor, transferee or assignee. At no time during the Agreement shall

the Property be transferred to ownership in a non-profit organization eligible for tax exempt status on real and personal property.

- j. *Counterparts and Facsimiles.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimiles (including electronic versions) of original signatures and facsimiles of this Agreement shall constitute originals for all purposes. Time is of the essence in the performance of every covenant, term, condition and provision of this Agreement.
- k. *Notices and Demands.* Any notice, demand or other communication under this Agreement by one Party to another shall be made in writing and is sufficient if made by any of the following means: (i) hand delivery, or (ii) Federal Express, UPS, or like overnight courier service. Notice made in accordance with this Section will be deemed given and/or delivered on receipt if by hand, or on the next business day after deposit with an overnight courier service if made by overnight courier. The notice information for each Party is stated below. The notice information for Party may be changed by the Party from time to time, by providing notice to the other Party in the manner provided in this Section.

In the case of Owner, to:
Webster Community Center, LLC
PO Box 431704
Pontiac, MI 48343
Attn: Coleman Yoakum

In the case of Project Sponsor, to:
Micah 6 Community
PO Box 431704
Pontiac, MI 48343
Attn: Coleman Yoakum

In the case of the City, to:
City of Pontiac
City Attorney
47450 Woodward Avenue
Pontiac, Michigan 48342
CC: Deputy Mayor

- l. *Severability.* The Parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.
- m. *Headings.* The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

[Remainder of Page Intentionally Blank]

WHEREFORE, the Parties have duly executed this Agreement effective as of the date of execution by the Mayor of the City of Pontiac.

CITY OF PONTIAC

By: _____

Name: Tim Greimel

Title: Mayor

Date:

WEBSTER COMMUNITY CENTER, LLC

By: Webster CC Manager Inc.

Its: Manager

By: _____

Name: Coleman Yoakum

Title: President

Date:

MICAH 6 COMMUNITY

By: _____

Name: Coleman Yoakum

Title: President

Date:

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Pontiac, County of Oakland, State of Michigan, described as follows:

Lots 34 through 61, both inclusive, of RECREATION PARK ADDITION TO THE CITY OF PONTIAC, according to the plat thereof as recorded in Liber 6 of Plats, page 13, and as amended in Liber 15 of Miscellaneous Records, page 522, of Oakland County Records.

Tax Item No. 14-30-453-001

#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: The Honorable Pontiac City Council

FROM: Alexandra Borngesser, Grants

THROUGH: Mayor Tim Greimel

DATE: May 24th, 2022

RE: **Resolution to approve The City of Pontiac's agreement with the Pontiac Community Foundation to establish the City of Pontiac Fund**

The Executive Office of Mayor Tim Greimel kindly requests the approval of The City of Pontiac's agreement with the Pontiac Community Foundation to establish the Fiscal Sponsorship of the City of Pontiac Fund. The City of Pontiac published a Request for Proposal from local, regional or state organizations interested in serving as a fiscal sponsor for the City of Pontiac in an effort to build the capacity of the City's funding pursuit.

In an effort to leverage funding from all sources, the City of Pontiac's Executive Administration would like to enter an agreement with the Pontiac Community Foundation to establish the City of Pontiac Fund by way of fiscal sponsorship. This fund will allow the City of Pontiac to raise charitable contributions in support of City-sanctioned projects and programming. This work is expected to commence in June 2022, will be reviewed 12 months after commencement date, and will stand for a term not to exceed 2 years.

The City of Pontiac, on behalf of the City of Pontiac Fund, will designate the Mayor to act as it's authorizing official. The authorizing official will determine a principal coordinator of the City of Pontiac Fund's daily business with the Pontiac Community Foundation, and shall have authority to sign disbursement requests, as needed. Unless otherwise determined, the principal coordinator will be the City of Pontiac Director of Grants & Philanthropy, or other designee. Pontiac Community Foundation and the City of Pontiac will maintain all financial records relating to the fund according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.

In consideration of Pontiac Community Foundation's agreement to sponsor the COP Fund, and to cover the Pontiac Community Foundation's expenses in connection with the COP Fund as outlined above, the COP Fund will pay the following fees, charges, and expenses on each donation or total award amount: 7.5% of every amount under \$75,000 and 5% of every amount in excess of \$75,000. The fee rate charged for grants that are paid in installments will be determined by the total award amount, and not on the basis of individual transactions within an established agreement. 5% shall be the flat rate charged for donations

or total award amounts over \$75,000, and the higher rate shall not be charged on funds received under the established threshold.

The City of Pontiac's (proposed) Department of Grants and Philanthropy will continue to aggressively pursue grants and philanthropic opportunities that the municipality is eligible for and, in the instance that the opportunity is solely 501(c)(3) permissible or a donor prefers to give to a charitable organization, will utilize the City of Pontiac Fund as a conduit to realize the charitable contribution or award.



**RESOLUTION TO APPROVE THE CITY OF PONTIAC'S FISCAL SPONSORSHIP AGREEMENT
WITH THE PONTIAC COMMUNITY FOUNDATION TO ESTABLISH THE CITY OF PONTIAC FUND**

WHEREAS, the City of Pontiac desires to enter a fiscal sponsorship agreement with the Pontiac Community Foundation to establish the City of Pontiac Fund.

WHEREAS, this request is made in an effort to leverage funding from all sources to build the capacity of the City's funding pursuit.

WHEREAS, this Fund will allow the City of Pontiac to raise charitable contributions in support of City-sanctioned projects and programming.

WHEREAS, the Pontiac Community Foundation and the City of Pontiac Executive Administration will maintain all financial records relating to the Fund according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.

WHEREAS, the City of Pontiac, on behalf of the City of Pontiac Fund, designates the Mayor to act as its authorizing official. The authorizing official shall have authority to sign disbursement requests, as needed, and will assign the Director of Grants & Philanthropy, or other designee, as the principal coordinator of the City of Pontiac Fund's daily business with the Pontiac Community Foundation.

WHEREAS, the Director of Grants & Philanthropy or other designee, at the direction of the Mayor, will be the sole source and point of contact for donor engagement involving the Fund and no other individual, commission, or group will have the authority to solicit contributions or conduct donor engagement to the Fund without the written consent of the Director of Grants & Philanthropy or other designee.

WHEREAS, Pontiac Community Foundation will establish and operate for the use of the COP Fund a designated account segregated on Pontiac Community Foundation's books. All amounts deposited into a Project's Account will be used in its support, less administrative charges, if any, and subject to the conditions set forth in the agreement.

WHEREAS, The City of Pontiac's Department of Grants and Philanthropy will continue to aggressively pursue grants and philanthropic opportunities that the municipality is eligible for and, in the instance that the opportunity is solely 501(c)(3) permissible or a donor prefers to give to a charitable organization, will utilize the City of Pontiac Fund as a conduit to realize the charitable contribution or award.

WHEREAS, The Director of Grants & Philanthropy or other designee will provide a City of Pontiac Fund balance sheet to the Pontiac City Council for inclusion in the Council Consent Agenda the second meeting of each month.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby approves the "Fiscal Sponsorship Agreement – City of Pontiac Fund" and authorizes Mayor Tim Greimel to execute said agreement.



PONTIAC

COMMUNITY FOUNDATION

Bid Proposal

In Response To:

City of Pontiac - RFP #22-0050

Table of Contents

- I. Letter of Transmittal
- II. Executive Summary
- III. Scope of Proposed Solution
- IV. Comprehensive List of Assumptions
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- VI. Project Staffing
- VII. Cost Proposal
- VIII. Exhibit B - Qualifications and Licenses Requirements
- IX. Exhibit C - Disclosure of Supplier Responsibility Statement
- X. Exhibit D - List of References
- XI. Exhibit E - Certificates of Insurance
- XII. Attachment of Staff Resumes
- XIII. Signature Page
- XIV. Affidavit



PONTIAC

COMMUNITY FOUNDATION

Building a Brighter Future for Pontiac

May 17th, 2022

Darin Carrington
Finance Director
CITY OF PONTIAC
47450 WOODWARD AVE.
PONTIAC, MI 48342
purchasing@pontiac.mi.us

Reference: Solicitation # 22-0050

Darin Carrington,

We are pleased to submit the following bid in response to the RFP issued by the CITY OF PONTIAC for Fiscal Sponsorship Services. As detailed in the Executive Summary below, we believe that Pontiac Community Foundation is uniquely qualified to partner with the city in this regard. Our mission of building a brighter future for Pontiac and its residents can be furthered in cooperation with the city's stated goal of building capacity for charitable contributions to fund city-sanctioned projects. We hope you find our proposal to be suitable for a partnership of this kind.

The bid contained herein is valid for a period of 120 days from submission.

Please feel free to contact me should you have any questions regarding our proposal. Thank you for your consideration.

Best Regards,

Jonathan Borowski
Director of Business and Finance
jonathan@pontiaccommunityfoundation.org





PONTIAC

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Building a Brighter Future for Pontiac

City of Pontiac - Fiscal Sponsorship Services RFP Proposal #22-0050

Section II: Executive Summary

Pontiac Community Foundation (PCF) is eager to submit a proposal to bid for the role of fiscal sponsor for the City of Pontiac. We wholeheartedly support the city's goal as stated; "to build capacity for funding pursuit on behalf of the City of Pontiac by providing an alternate means of charitable contribution for City sanctioned projects". As a 501(c)(3) organization here in the heart of Pontiac committed to its own mission to "see Pontiac as the premier place to live, work and play", we believe that PCF is perfectly positioned and uniquely aligned to fulfill this request.

As a community foundation, PCF sees fiscal sponsorship as a part of our DNA. Providing local initiatives, no matter how small or how large, the opportunity to raise funds to participate in the development of the Pontiac community is central to our effectiveness as an organization. As such, we place a high degree of importance on ensuring that we are well positioned to offer these services to those wanting to fundraise here in the City of Pontiac. Entities such as Growing Pontiac and Friends of the Pontiac Parks have found a home here at Pontiac Community Foundation where they can trust that funds raised are stewarded with integrity and that we provide a partnership conducive to the achievement of goals set forth. Our unique differentiator is that our organization is focused specifically on addressing Pontiac's greatest issues, versus being spread countywide or regionally. Many of our projects also align with the City of Pontiac, leading to opportunities for unique public-private partnerships for both PCF and the City of Pontiac.

It is anticipated that fiscal sponsorship services would be provided to the City of Pontiac with a fee of 10% per donation. PCF has a comprehensive organizational infrastructure focused on both staff and board-level engagement to ensure compliance with local, state, and federal laws and minimize risk to the organization and community. Integrity is one of our organization's core values and we strongly align with this.

We believe that our proposal as outlined in the following documents meets the expectations set forth in the RFP issued by the City, and we believe it goes beyond that. Partnering with the City of Pontiac to increase its capacity for funding pursuits is not only a service that PCF can provide, but in doing so, together we fulfill a common goal - to provide opportunities for *all* to invest in the growth of Pontiac.



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Section III: Scope of Proposed Solution

As outlined in the Executive Summary, Pontiac Community Foundation (PCF) shows alignment with the City of Pontiac's mission. Furthermore, PCF can provide proof of nonprofit incorporation and compliance with all legal, tax and regulatory requirements as described by the applicable IRS Code for the nonprofit designation under which it has been approved.

Pontiac Community Foundation consistently demonstrates fiscal integrity, both with regular oversight from an active Board of Directors and board-level Finance Committee, and with an annual third-party audit ensuring compliance with generally accepted accounting principles. These affirmations of our financial stewardship practices demonstrate the capability to manage all funds, assets and other resources under our control with a high degree of responsibility, integrity, transparency, and accountability. In addition, PCF anticipates that the current fiscal year (2022) will mark the transition to a "yellow book" or Single Audit necessitated by the receipt of federal funding over a defined threshold. These highly-regarded, rigorous auditing standards shall further solidify our commitment to transparency, accountability, and excellence. PCF has received three years of formal audits with no findings.

In addition to financial integrity, Pontiac Community Foundation prides itself on administrative and operational excellence. Policies have been drafted and enacted to protect the integrity of the foundation, its employees, and the effectiveness of our work. These policies ensure that all employees, not only those in direct relationship with a potential partnership with the City of Pontiac, handle all administrative duties and responsibilities professionally and with a high degree of accountability. In addition, we maintain strict compliance with our conflict of interest policies. Pontiac Community Foundation was recently awarded its 2022 renewal for the highest level of operational excellence with the nonprofit certification agency GuideStar (Candid). Our 2022 "Platinum Seal" demonstrates adherence to the most stringent metrics tracked in the nonprofit sector. We are proud to display their seal on our website as a sign of this commitment to excellence.

In keeping with these commitments to excellence in financial and administrative capacities, PCF also maintains a commitment to its public interest mission that aligns with the City of Pontiac. In addition to programmatic work carried out by Pontiac Community Foundation directly, our organization pursues the fulfillment of its mission through the projects it serves as fiscal sponsor for. Pontiac Community Foundation, as a dedicated and community-based organization with mutual goals in Pontiac, also has the unique opportunity to partner with the City of Pontiac on aligned projects as a public-private partnership.

With this proposal, Pontiac Community Foundation commits to timely and effective communication with project leaders, donors, grant makers, and funding agencies in ways that supplement the proposed objective put forth by the City. We propose to offer the following services:



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Financial management, administration and accounting:

Pontiac Community Foundation proposes to manage all assigned assets for the City of Pontiac and provide full accounting and financial services, including monthly financial statements, financial reporting and analysis, and accounts payable. PCF will also provide necessary audits, tax preparation, donation receipts as required by the IRS and ensure compliance with all federal, state, and local tax laws and regulations.

In order to effectively provide the services requested, Pontiac Community Foundation shall establish and maintain a designated account, separate from the foundation's other holdings, for amounts to be deposited and withdrawn for the support of its intended purpose, less administrative charges, and subject to any conditions established in a formal agreement binding the two parties.

Pontiac Community Foundation will reflect the activities of any funds raised and City projects executed, to the extent required, on their state and federal government tax returns and financial reports. It is anticipated that PCF will work alongside the City of Pontiac's Finance Department to ensure all necessary needs are met mutually.

Grants and contracts administration:

Pontiac Community Foundation proposes to provide services related to assigned grant oversight and reporting as it relates to serving as a fiscal sponsor to the City of Pontiac. PCF's internal team will process all grant contracts and serve as the main signatory for any requirements related to this funding, including inclusion of tax-exempt paperwork, general budget details, audits, etc. PCF's staff and the grants team for the City of Pontiac will meet on a regular basis to gain an understanding of potential grant opportunities, ensure contract compliance, complete reporting requirements, and maintain grant integrity. It is anticipated that PCF's Vice President of Programs and Vice President of Development will serve as the lead for grant requirements; noting that the City of Pontiac's grants team will work directly on identifying funding options, completing grant applications, and providing project updates and narrative for any grant reports.

Administrative fees:

Pontiac Community Foundation proposes that, should an agreement be reached between the two parties, the total administrative fees that Pontiac Community Foundation shall charge for services provided shall be as follows: 10% of every donation received. This fee has been identified and approved by PCF's Board of Directors for fiscal sponsorship agreements.

Sponsor agreement:

Upon selection to provide the services outlined in this proposal, Pontiac Community Foundation proposes that it will develop and sign, together with the City of Pontiac, a fiscal sponsorship agreement that includes policies related to disposition of assets and maintenance of physical and intellectual property. Such an agreement shall also include terms related to project termination and separation.



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Support for fundraising activities:

In proposing to offer these services, Pontiac Community Foundation will be required to accept and process donor contributions to the City. In addition to this function, PCF is also able to be a key strategic partner in helping the City reach its intended goal. Having staff committed to working towards a brighter future for Pontiac means that the fundraising capabilities that the City is seeking are likely to be aligned closely with those that we strive towards ourselves. Working together with the City in this manner is an exciting prospect for the future of Pontiac and those that call it home.

Information technology:

Pontiac Community Foundation proposes that itself and the City shall develop a workflow satisfactory to the project manager assigned by the City and that any information technology associated with established workflows shall be determined during the course of engagement and reviewed upon the terms established (12 months from initial commencement). Any fees associated with providing such IT services, unless contracted by a third party (such as the development of a dedicated CRM software solution, etc.) shall not be subject to an additional fee. Fees paid to maintain banking services, accounting services, and the like shall be the responsibility of the fiscal sponsor. All fees charged by Pontiac Community Foundation are included in the flat percentage rate stated above.

Key personnel support:

Pontiac Community Foundation employs key personnel who are well-suited to support the City in its stated goal and uphold our commitment to excellence as a fiscal sponsor. Key roles will be outlined in the organization chart below in Section 10.0, and direct support for the project may come from any of the following individuals:

- Dustin McClellan, CEO
 - General oversight, fiscal sponsor agreement integrity
- Jonathan Borowski, Director of Business and Finance
 - Reporting, Accounting, Accounts Payable
- Scott Stewart, Vice President of Programs
 - Grants expertise
- Sommer Brock, Vice President of Development
 - Fundraising expertise

Section IV: Comprehensive List of Assumptions

1. It is assumed that any City of Pontiac projects for which it intends to raise funds shall be operated in a manner consistent with the Pontiac Community Foundation's tax-exempt status and as described in any agreement established upon award of the contract. No material changes in the purposes or activities of these terms shall be made without the prior written consent of the Pontiac Community Foundation. Further, the City of Pontiac shall not carry on activities or use funds in any way that jeopardizes the Pontiac Community Foundation's tax-exempt status.



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2. The City of Pontiac shall not use any funds raised within the context of its goal for capacity building for funding pursuit for City-sanctioned projects to attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).
3. The City of Pontiac will maintain a close relationship with Pontiac Community Foundation's staff on intent of donations and project updates, serving as the lead on implementation of projects funding is used for.

Section V: Organizational Background

Pontiac Community Foundation provides the following information about its organization so that the City of PONTIAC can evaluate the supplier's financial stability and ability to support the commitments set forth in response to the RFP:

How long the organization has been in operation

Pontiac Community Foundation has been in operation since May 2018, over four years, with extensive growth since inception.

A brief description of the organization size and organizational structure as it relates to services proposed.

Pontiac Community Foundation has eight employees and a budget of approximately \$2 million, with a mix of individual donations, private foundation grants, and government funding (county, state and federal). The organization is overseen by a 10-person Board of Directors with extensive experience in working in the City of Pontiac and supporting nonprofit organizations. The Board of Directors has direct oversight of the organization's President and Chief Executive Officer, Dustin McClellan. The President and CEO oversees the executive staff, including the Vice President of Programs, Vice President of Development, Director of Business and Finance, and Executive Assistant. Currently, all other staff members are overseen by the Vice President of Programs, including the M1 Mobility Program Manager, Program Operations Manager, and Community Outreach Coordinator. Another two staff members are currently being hired for the organization, leading to 10 total employees by the end of 2022.

How long the organization has been working with a) higher education partners; b) government partners; and c) commercial partners.

Pontiac Community Foundation has worked with higher education, government, and commercial partners since inception. Particularly, PCF has worked extensively with Oakland County throughout its organizational time, including on entrepreneurship programming, COVID-19 support, homelessness, food support, etc. PCF worked alongside Oakland University during the COVID-19 pandemic to address food insecurity issues in partnership with a multitude of organizations, including Lighthouse, for the MyCOVIDResponse initiative. PCF works with a



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variety of commercial partners in relation to corporate giving and sponsorships for its programs, including organizations like Molina Healthcare, Chief Financial Credit Union, etc.

Describe any current lawsuits, legal actions or governmental investigations against your organization including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdiction and date of legal complaint.

Pontiac Community Foundation is not engaged with any current lawsuits, legal actions, or governmental investigations.

Section VI: Project Staffing

Pontiac Community Foundation anticipates that key staff involved in the project will include Dustin McClellan, President and CEO, Jonathan Borowski, Director of Business and Finance, Scott Stewart, Vice President of Programs, and Sommer Brock, Vice President of Development. All of these listed staff members are part of the organization's executive team and have critical roles related to the oversight of the organization, financial tracking and monitoring, and fundraising/grant background. The President and CEO oversees all of the executive team members and leads the vision of the organization, including working with the Board of Directors on the organization's strategy and identifying partnership opportunities. The Director of Business and Finance is in charge of working with the President and CEO to maintain the financial integrity of the organization, track all expenditures and revenue for the organization, and maintain contract compliance and human resource requirements. Our Vice President of Program is responsible for all of the programmatic areas of the organization, with specific focus on identifying grant opportunities on a local, state, and federal level for the growth of PCF's programs and ensuring long-term sustainability of programmatic functions. Scott Stewart has over seven years of grant experience, receiving over \$20 million in grants for nonprofit organizations across his career. The Vice President of Development will support all traditional fundraising functions for the fiscal sponsorship partnership, including donor support, CRM, event support, etc.

Staff resumes are included as an attachment to this proposal submission.

Section VII: Cost Proposal

As noted above, Pontiac Community Foundation proposes that, should an agreement be reached between the two parties, the total administrative fees that Pontiac Community Foundation shall charge for services provided shall be as follows: 10% of every donation. This is based on all aspects of fundraising, including individual donations, grants, etc. The administrative fee supports all aspects of supporting the City of Pontiac, including the support of financial goals, grant tracking and reporting, audit requirements, etc. Due to the ambiguity around the amount to be raised throughout the two year partnership with the City of Pontiac, the administrative fee of 10% is all that can be identified in a cost proposal at this time.



PONTIAC

COMMUNITY FOUNDATION

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EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

Please give a synopsis of your qualifications and experience with this service:

As a community foundation, PCF sees fiscal sponsorship as a part of our DNA. Providing local initiatives, no matter how small or how large, the opportunity to raise funds to participate in the development of their community is central to our effectiveness as an organization. As such, we place a high degree of importance on ensuring that we are well positioned to offer these services to those wanting to fundraise here in the City of Pontiac. We currently support a number of other initiatives as fiscal sponsor and their contact information is made available in the attached List of References (Exhibit D).

Please list Licenses:

Pontiac Community Foundation is a registered 501(c)(3) nonprofit incorporation and maintains compliance with all legal, tax and regulatory requirements as described by the applicable IRS Code for the nonprofit designation under which it has been approved. Proof of these determinations can be obtained upon request and public reporting for the organization is made available online and on our website.

How long have you been in operation?

Pontiac Community Foundation has been in operation since May 2018.

Have you done business with the City of PONTIAC?

Pontiac Community Foundation has done informal business with the City of Pontiac and is currently exploring additional partnerships.

If yes, please state the project name.

Pontiac Community Foundation and the City of Pontiac partnered on the Oakland County Park Improvement Grant Program, of which the city applied for funding for redevelopment at Mattie McKinney Hatchett Park on behalf of the Pontiac Community Foundation. Additionally, the City of Pontiac and Pontiac Community Foundation are working together on a partnership with SMART to implement a Community Partnership Program focused on transportation. In the last administration, PCF partnered with the City of Pontiac on an entrepreneurship program focused on snow plowing for local small businesses.



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EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

Pontiac Community Foundation, nor any of its individuals, subsidiaries or affiliates, have received any convictions related to any subjects.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

Pontiac Community Foundation, nor any of its individuals, subsidiaries or affiliates, have received any convictions related to any subjects.

3. List any convictions or civil judgments under state or federal antitrust statutes.

Pontiac Community Foundation, nor any of its individuals, subsidiaries or affiliates, have received any convictions related to any subjects.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

Pontiac Community Foundation has not violated any of its contract provisions, both currently and in the past. PCF strongly believes in its contractual obligations and the integrity of its organization.

5. List any prior suspensions or debarments by any government agency.

Pontiac Community Foundation, nor any of its employees, contractors, affiliates or subsidiaries, have been suspended or faced debarment from any government agency.

6. List any contracts not completed on time.

Pontiac Community Foundation has consistently met its contractual obligations based on the timeline agreed upon by its partners.

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

Pontiac Community Foundation has not violated federal or state labor laws, nor any regulations, standards, or rules related to occupational safety and health rules.



PONTIAC

COMMUNITY FOUNDATION

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EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS

Reference #1:

Company/Municipality: Friends of the Pontiac Parks Association

Contact Person: Title: Kathalee James

Address: 79 Oakland Avenue

City: Pontiac **State:** MI **Zip:** 48342

Telephone: 248-425-4663 **Fax:** N/A

Email: kathajames@yahoo.com

Type of Project: Fiscal sponsorship for general grants and

Project Timeline (Dates): March 2020 - Present

Budget: \$100,000

Reference #2:

Company/Municipality: MyCOVIDResponse

Contact Person: Jennifer Lucarelli

Title: Lead Partner

Address: PO Box 210997

City: Auburn Hills **State:** MI **Zip:** 48321

Telephone: (989) 400-3423 **Fax:** N/A

Email: lucarell@oakland.edu

Type of Project: Fiscal Sponsorship related to MyCOVIDResponse initiative, including Oakland County COVID-19 grant.

Project Timeline (Dates): March 2020 - March 2021

Budget: \$200,000

Reference #3:

Company/Municipality: Growing Pontiac

Contact Person: Jill Robinson

Title: Board Member

Address: 361 S Paddock St

City: Pontiac

State: MI

Zip: 48341

Telephone: 248-953-2766

Fax: N/A

Email: jillrobinson72@gmail.com

Type of Project: Fiscal sponsorship for CFSEM grant application

Project Timeline (Dates): July 2021 - Present

Budget: \$10,000



**ALLIANCE OF
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Exhibit E, page 1 of 5

**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**

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COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER:

Caudill Insurance Agency, Inc. dba: Caudill Thornq
P.O. Box 8
Grand Blanc, MI 48480

POLICY NUMBER: 2021-62226-UMB

Item 1 NAME OF INSURED AND MAILING ADDRESS:

Pontiac Community Foundation, Inc.
P.O. Box 431362
Pontiac, MI 48343

Item 2 POLICY PERIOD:

FROM 10/29/2021 TO 10/29/2022

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION:

Improve the local community

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.**

Item 3 THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION:

\$1,250

(premium includes Terrorism Coverage - Certified Acts: \$50
but only for policies that indicate coverage on Schedule A - Schedule of Underlying Insurance)

Item 4 LIMITS OF INSURANCE:

a.	Occurrence / Accident / Injury / Claim Limits (where applicable):	1,000,000
i)	Each Occurrence - Commercial General Liability and Products- Completed Operations Liability	
ii)	Each Accident - Business Auto Liability	
iii)	Each Claim - Employee Benefits Liability	
b.	Each Claim - Directors and Officers Liability	Excluded
c.	Each Claim - Improper Sexual Conduct and Physical Abuse Liability	Excluded
d.	Each Claim - Social Service Professional Liability	Excluded

Aggregate limits:

e.	Commercial General Liability, Business Auto Liability, Products- Completed Operations Liability, and Employee Benefits Liability Aggregate (where applicable):	1,000,000
f.	Directors and Officers Liability Aggregate	Excluded
g.	Improper Sexual Conduct and Physical Abuse Liability Aggregate	Excluded
h.	Social Service Professional Liability Aggregate	Excluded

Item 5 RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):

ANI-E003 UMB 08 20, ANI-E180 UMB 01 21, ANI-E253 UMB 08 21, ANI-RRG-E42 UMB 09 19, CU 21 30 01 15, CU 21 33 a 01 15, IL 09 99 12 20, SCHEDULE A 01 80,
UMB 231 06 16, UMB 232 06 16, UMB-100 05 21, UMB61 05 13

**These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and
endorsements, if any, issued to form a part thereof, complete the above numbered policy.**

"NOTICE

**This policy is issued by your risk retention group. Your risk
retention group may not be subject to all of the insurance laws
and regulations of your State. State insurance insolvency
guaranty funds are not available for your risk retention group."**

ANI - RRG - UMB

BY

Panel C. Q.

(AUTHORIZED REPRESENTATIVE)
COUNTERSIGNED: 11/5/2021

Proposal # 22-0050



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2021-62226-UMB

CONTROL NUMBER: 62226

NAME OF INSURED: Pontiac Community Foundation, Inc.

TYPE OF POLICY	APPLICABLE LIMITS	INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Uninsured/Underinsured Motorist N/A (Does not include: Terrorism Coverage - Certified Acts)	ANI-RRG 2021-62226	10/29/2021 to 10/29/2022
(B) Commercial General Liability	Each Occurrence Limit \$1,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Aggregate Limit \$2,000,000 Personal & Advertising Injury Limit \$1,000,000 Damage to Premises Rented to You N/A (any one premises) (Includes Terrorism Coverage - Certified Acts)	ANI 2021-62226	10/29/2021 to 10/29/2022
(C) Social Service Professional Liability	Each Occurrence Limit N/A Aggregate Limit N/A		
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability Bodily Injury by Accident N/A Bodily Injury by Disease N/A Bodily Injury by Disease N/A	Each Accident Each Employee Policy Limit	
(E) Improper Sexual Conduct and Physical Abuse	Each Occurrence Limit N/A General Aggregate Limit N/A		
(F) Directors' And Officers'	Each Wrongful Act Limit N/A Aggregate Limit N/A		
(G) Liquor Liability	Each Common Cause Limit N/A Aggregate Limit N/A		
(H) Employee Benefits Liability	Each Employee N/A Aggregate Limit N/A		

Proposal #22-0050



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DIRECTORS & OFFICERS LIABILITY POLICY DECLARATIONS

- Item 1. Named Member: Pontiac Community Foundation, Inc.
 Address: P.O. Box 431362
 Pontiac, MI 48343
- Item 2. Policy Number: 2021-62226-DO
 Policy Period: 10/29/2021 to 10/29/2022
 (12:01 A.M. Standard time at the address stated in Item 1.)
- Item 3. Limit of Liability: \$ 1,000,000 Each Wrongful Act
 \$ 1,000,000 Annual Aggregate
- Item 4. Deductible: \$10,000.00
- Item 5. Premium: \$ 1,682
 (premium includes Terrorism Coverage - Certified Acts :\$15)
- Item 6. Applicable policy form(s) and Endorsement(s) effective at inception:
- | | | | | |
|----------------------|----------------------|-----------------------|---------------------|----------------------|
| ANI-E003 DO 08 20, | ANI-E069 DO 02 19, | ANI-E180 DO 01 21, | ANI-E258 DO 08 21, | ANI-RRG EDO13 08 17, |
| ANI-RRG-DODEC 04 01, | ANI-RRG-DOET 02 17, | ANI-RRG-E42 DO 09 19, | ANI-RRG-E58 02 12, | ANI-RRG-EDO1 08 91, |
| ANI-RRG-EDO17 05 20, | ANI-RRG-EDO34 01 02, | ANI-RRG-EDO4 03 94, | ANI-RRG-EDO7 02 11, | CG 21 70 01 15, |
| IL 09 99 12 20 | | | | |

Producer: 03637
 Caudill Insurance Agency, Inc. dba: Caudill T
 P.O. Box 8
 Grand Blanc, MI 48480

"NOTICE"

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI - RRG - DODEC

Samuel C. R.

Authorized Company Representative
President, ANI-RRG

11/05/2021

Proposal # 22-0050

4 of 5



**ALLIANCE OF
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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:

Caudill Insurance Agency, Inc. dba: Caudill Thornq
P.O. Box 8
Grand Blanc, MI 48480

POLICY NUMBER: 2021-62226

NAME OF INSURED AND MAILING ADDRESS:

Pontiac Community Foundation, Inc.
P.O. Box 431362
Pontiac, MI 48343

POLICY PERIOD:

FROM 10/29/2021 TO 10/29/2022
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Improve the local community

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$500,000 any one premises
MEDICAL EXPENSE LIMIT	\$20,000 any one person

ADDITIONAL COVERAGES:

PREMIUM

\$1,150

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

11/05/2021

BY

Samuel C. R.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S)
AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all
the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for
your risk retention group."**

ANI-RRG-GL

Proposal #22-050



Fremont Insurance
Since 1876 www.fmic.com

WORKERS COMPENSATION POLICY



Page 1 of 3

Previous Policy No. WCP 0027408-02

YOUR AGENCY IS:

THE HUDSON INSURANCE GROUP LLC
0420003
422 Mill Street
PO BOX 900
Ortonville, MI 48462
(810) 636-9400

ENDORSEMENT DECLARATION

POLICY NO.

WCP 0027408-02

ISSUE DATE

05/03/2022

POLICY CHANGED EFFECTIVE

05/02/2022

MAILING ADDRESS

Pontiac Community Foundation
79 Oakland Ave
PO Box 431362
Pontiac, MI 48343

FORM OF BUSINESS

Non-Profit Organization

Attach this document
to your policy

CARRIER NUMBER

187080000

Item
2.

POLICY TERM

Standard time at the insured's mailing
address

12:01 a.m. 12:01 a.m.
05/01/2022 To 05/01/2023

PREMIUM IS PAYABLE

Non-Recurring 1-Pay

Item

1. NAMED INSURED

Pontiac Community Foundation

FORM OF BUSINESS

Non-Profit Organization

FEIN NO.

825321502

RISK ID NO.

1. YOUR WORKPLACES

1

79 Oakland Ave
Pontiac, MI
48342

Pontiac Community Foundation

SUMMARY OF CHANGES TO YOUR POLICY:

Updating payroll exposures

Amount changed from 232,350 to 518,000

Amount changed from 5,000 to 10,000

Summary of Coverages And Premiums

Premiums

This premium may be subject to adjustment. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

COVERAGE

PREMIUM

Workers Compensation And Employer's Liability Insurance

\$1,338

Total Provisional Annual Premium

\$1,338

The adjusted premium for this change is:

\$ 557

Information Page

Coverage

Item

3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law in the states listed here: MICHIGAN

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part TWO are:

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee

C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:
ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING,
AND STATES DESIGNATED IN ITEM 3.A.

For submission with proposal # 22-0050

Scott A. Stewart, MPA

Vice President of Programs → Nonprofits

Organizational Leadership • Systems Change • Program Strategy • People Management

Accomplished VP of Programs with 7 years of experience creating systemic change. Provide leadership and accountability for a process of continual improvement. Able to transform under-performing nonprofits into thriving, financially successful entities. Respected for helping organizations innovate, thrive, and grow. Clear ability to see both vision and steps for implementation. Analyze existing processes and implement effective systems, strategies, and policies. Persuasive communicator with advanced skills in nonprofit development, community relationship building, and strategic planning.

AREAS OF EXPERTISE | SKILLS

Program Operations • Community Partnerships • Entrepreneurship • Start-Up Infrastructure • Project Management • Nonprofit Leadership • Employee Engagement • Strategic Business Planning • Fund Development • Strategic Growth • Fundraising Processes • Finance Policies • Board Development • Program Design • Strategic Visioning • Social Justice • Advocating • Relationship Building • Training and Development • Mentoring • Team Leadership • Organization Leadership • Strategic Thinking • Public Speaking • Presenting • Workshop Facilitation • Creative Writing

Microsoft Office (Word, Excel PowerPoint) • Adobe Cloud • CRM • Google G-Suite • Social Media • Marketing • Data Analysis • Excellent Communication (Verbal and Written)

WORK HISTORY

PONTIAC COMMUNITY FOUNDATION - Pontiac, MI

08/2020 - PRESENT

Vice President of Programs | Director of Programs and Development

- Oversee quality/success of all aspects of program operations (relationships, development, staff, training and supervision, and evaluation) and management from planning to successful implementation and expansion.
- Serve as thought partner to CEO and Board Chair; shape organization's vision and trajectory; lead effort to operationalize that vision.
- Developed, wrote, submitted grant proposals for the organization, receiving **\$2M+** in grants since August 2020, including **\$1M** grant from Small Business Administration as one of the first organizations in their Community Navigator Pilot Program.
- Led organization in expansion of staff members throughout 2021 starting as the second paid staff member to an expanded team of 7 and doubled the annual budget (**\$900k in 2021 to \$2M in 2022**).
- Assist with grantmaking; provided **\$75k+** to small business owners in the city of Pontiac, and **\$42k** to nonprofits throughout 2020 and 2021.

BUILD INSTITUTE - Detroit, MI

01/2020 - PRESENT

Fund Development Consultant | Development Director

- Implemented comprehensive fundraising plans for 2020; focused on mix of individual, corporate, and foundation opportunities; raised roughly **\$500k** since start of position including **\$20k+** in individual giving throughout 2020
- Developed organizational infrastructure, including fundraising processes; CRM formalization; strategic planning; finance policies/procedures; and board development needs focused on improving workflows.
- Developed strategic partnerships focused on both funding and program expansion, including with Wayne County, City of Detroit, DTE Energy, GoDaddy, and LISC; helped start technical assistance support throughout pandemic and expand capital program for increased giving
- Served as key leader alongside CEO, developing strategies to pivot during COVID-19 to support small business owners to ensure organizational sustainability.

WORK HISTORY continued

PONTIAC SOUP – Pontiac, MI

01/2017 – PRESENT

Founder

- Successfully started program due to need for the support of innovative community projects in Pontiac, MI
- Program consistently reaches **100+** attendees; raised **\$4,500+** for local projects with sponsorships and match opportunities, including \$10k for 2022 after Oakland University sponsorship
- Cultivate relationships with local businesses for partnership with program; utilize communication and outreach strategies to recruit businesses to apply for presenting.
- Identified strategic fiscal sponsor for program to ensure meaningful growth and impact and to further fundraising abilities.

SELF EMPLOYED – Pontiac, MI

11/2016 - PRESENT

Nonprofit Development, Strategic Planning, and Fundraising Consultant

- Work with start-up nonprofits to develop organizational business plans and long-term strategic plans inclusive of fund development work plan, organizational development and structure, and governance training.
- Create strategic fund development plans for organizations; advise on fundraising best practices; prospect research and write grants for clients, including federal, state, and local opportunities
- Clientele included School-Community Health Alliance of Michigan, Williams Grant Writing, Oakridge Public Schools, Micah 6 Community, Grosse Point Academy; consulted with Pontiac Community Foundation prior to employment.

HONOR COMMUNITY HEALTH – Pontiac, MI

05/2015 - PRESENT

Development & Special Projects Specialist | Partnership & Development Manager | Communications Specialist

- Currently working on capital campaign and planning for first building acquisition to serve as headquarters to increase services and programs (\$4-5M in funding needed).
- Secured funding and developed infrastructure for program expansion and new service lines, including creation of community-based Family Medicine Residency Program, service delivery for individuals living with HIV/AIDS through Ryan White, and serving as the only FQHC in MI with women's health services through Title X.
- Developed strategic partnerships in Oakland County community, including with elected officials through advocacy, universities, school districts, and community organizations; expanded organization's reach and programming.
- Created communications department utilizing comprehensive data analytics tools; marketed services to high-need areas; developed comprehensive branding strategy, including new brand identity (logo, DBA, website, guidelines).
- Developed strategic funding relationships receiving **\$15M+** in funding within the last 7 years at organization, with **\$2M+** in strategic COVID-19 funding support to ensure emergency response for organization; funding includes mix of federal, state, and local grants.
- Gained capital funding of **\$500k+** to add new mobile unit to increase dental access across the county and **\$300k+** to renovate Family Medicine Center to increase clinical services for families and children.
- Led effort alongside CEO in securing funding to expand locations from **5 to 20 health centers**; including mobile unit, two primary care locations, and **8 school-based health centers**; increased annual patients from **6,500** (2015) to **16,000** (2021), and from **60 staff** (2015) to **150 staff** (2021); increased budget from **\$5.6M to \$20M** (2021).
- Led organization alongside CEO through process for federal site visits resulting in two perfect site visits from Health Resources and Services Administration.

EDUCATION

WAYNE STATE UNIVERSITY – Detroit, MI

Graduation: 12/2019

MPA – Master of Public Administration, Metropolitan and Urban Policy

CENTRAL MICHIGAN UNIVERSITY – Mount Pleasant, MI

Graduation: 05/2015

Bachelor of Applied Arts, Integrative Public Relations; Media Design, Production and Technology; Public Affairs

LEADERSHIP OPPORTUNITIES

AVALON HEALING CENTER (formerly WC SAFE)

Detroit, MI

- ✓ Chairperson, Board of Directors 01/2019 – PRESENT
- ✓ Secretary, Board of Directors 01/2017 – 12/2018
- ✓ Member, Board of Directors 05/2016 – 12/2016
- Lead strategies related to fundraising and revenue generation for the organization, including a revamp of the organization's fundraising department and processes, leading the over \$1.5 million in new grants for the organization including a major federal grant and over \$500k in new donations; currently leading process for organization's first comprehensive fundraising campaign enabling organization to move into their own building and expand services and programs
- Led the change management strategy for the Board of Directors to a functional, effective working board through overhaul of processes and procedures, extensive recruitment strategy and committee structure, revamp of bylaws, creating defined roles and responsibilities, and improving relationship with Executive Director and staff.
- Led the organization through two strategic planning processing with a specific focus on Justice, Diversity, Equity, and Inclusion; developed accountability dashboards to track progress leading to successful early completion of goals in first strategic plan.
- Led the rebranding process for the organization to fit our strategic growth and to develop a consistent message and voice and marketing strategy, leading to the most coverage and recognition in the organization's history

BREAK AWAY

Atlanta, GA

- ✓ Vice Chairperson, Board of Directors 04/2021 – PRESENT
- ✓ Member, Board of Directors 02/2020 – 03/2021
- Collaborate with Board and Executive Director on identifying strategies related to revenue generation, including a fundraising infrastructure assessment, development of organizational development plan, and training board members on their fundraising roles.
- Lead board recruitment process, including revamping the organization's board matrix and successful recruitment of four new board members fitting organizational needs.
- Work with Board of Directors on strategic initiatives, including transition of Executive Director, organizational structure and membership strategy, and program design and future planning.

NEW LEADERS COUNCIL DETROIT

Detroit, MI

- ✓ Institute Co-Director 07/2020 – 06/2021
- ✓ 2020 Fellow 01/2020 – 06/2020
- Led and planned the comprehensive 2021 6-month leadership program for 20 fellows, including development of curriculum, identifying effective trainer on major topics, setting institute budget, and supporting fellows in completion of Capstone projects.
- Participated as a Fellow in 2020 national training program focused on development of progressive leaders.

RECOGNITION

Member, Class of LOXXXII	Leadership Oakland	09/2021 – 06/2022
<u>Notable Nonprofit Board Member</u>	Crain's Detroit Business	2021
<u>"10 Within 10" Awardee</u>	Central Michigan University	2018
Leadership Fellows Program	School-Based Health Alliance	Class of 2016

Dustin McClellan



dustin@pontiaccommunityfoundation.org



(248) 2466606



linkedin.com/in/dustinmcclellan



https://pontiaccommunityfoundation.org

Summary

Dustin McClellan is the Founder and Chief Executive Officer of Pontiac Community Foundation. Pontiac Community Foundation (PCF), founded in 2018, is an independent 501(c)(3) organization, dedicated to Building a Brighter Future for Pontiac by engaging philanthropy, leadership, and collaboration to tackle Pontiac's most pressing issues. The organization's most effective work targets neighborhood investment, economic vitality, racial equity, and civic leadership initiatives, that help make the city of Pontiac a more desirable place to live, work, and play. In four short years, the organization has mobilized millions in grant, scholarship, and investment dollars.

Prior to his current role, Dustin served as Director of The Power Company Kids Club in Pontiac. He led the charge of investing in the lives of 1,400 children weekly, alongside a staff of over 50. Dustin also spent two years serving as Executive Pastor and member of the founding staff of EPIC Church in Independence, Missouri, and as Campus Pastor at Bridgewood Church in Clarkston, Michigan. In addition to his duties at the Pontiac Community Foundation, Dustin serves as Community Development Pastor at Woodside Bible Church in Troy, Michigan.

Dustin also provides leadership as a member of the Board of Directors for Dream Centers of Michigan, Leadership Oakland, and Key of Hope, a humanitarian organization in Durban, South Africa, and as a member of the Oakland County Sheriff's Relations Team. Dustin also serves as Chairperson for Pontiac's District Two Community Group. He is a past board member for Accent Pontiac, Habitat for Humanity of Oakland County, and the Pontiac Regional Chamber. Dustin was honored as a member of the 2017 Oakland County Executive's Elite 40 Under 40 class and a 2021 member of Crain's Detroit Business 40 under 40 class. He also served as Vice-President of Leadership Oakland's Class of XXIX, received the 2021 Most Valuable Entrepreneur of the Year Award from Corp! Magazine, and studied Intercultural Studies at Global University.

Dustin and his wife Collett have been married since 2014. The two reside together in Pontiac, with their son MJ, and daughter LC, where they have devoted themselves to the advancement of the city.

Experience



Founder and Chief Executive Officer

Pontiac Community Foundation

May 2018 - Present (4 years 1 month +)

The Pontiac Community Foundation (PCF) is an independent 501(c)(3) organization, dedicated to Building a Brighter Future for Pontiac, by engaging philanthropy, leadership, and collaboration to tackle Pontiac's most pressing issues.

Our organization's most effective work accomplishes neighborhood investment, economic vitality, racial equity and civic engagement initiatives, that help make the city of Pontiac a more desirable place to live, work, and play.



Community Development Pastor

Woodside Bible Church

Dec 2020 - Present (1 year 6 months +)

Supporting the vision, mission and purpose of Woodside Bible Church, a 10,000 member congregation with 14 campuses, by leading in the development and implementation of local outreach ministry which includes monitoring the strategic direction of local partnerships, economic development initiatives, and outreach in the city of Pontiac.



Chair, Mayor's Transition Team

City of Pontiac, Michigan USA - Government

Dec 2021 - Apr 2022 (5 months)

Volunteer leadership provided to assist in the transition of Mayor Tim Greimel to office. Led transition team of community leaders, developed strategic plan, and oversaw day-to-day transition operations at City Hall.



USA Partnership Advisor

Key of Hope

Jan 2019 - Dec 2020 (2 years)

Key of Hope is an international non-profit in Durban, South Africa that reaches children affected by poverty and AIDS with the hope found in Jesus Christ through long-term mentoring relationships.

Served as Advisor to the Executive Director and organization on marketing strategy and partnership development in the United States.



Campus Pastor

Bridgewood Church

Nov 2010 - Dec 2020 (10 years 2 months)

Served as Teaching Pastor for Bridgewood Church speaking regularly in weekend experiences and teaching growth classes. Provided ministry leadership for campus, students, kids, and worship ministries during various seasons of tenure.



Founding Community Partner

My COVID Response

Mar 2020 - Mar 2020 (1 month)

COVID Response Network is a network of leaders from local community organizations, churches, and other agencies in central Oakland County who are working collaboratively to support and connect volunteers and resources with individuals and families experiencing hardships during the Coronavirus pandemic.

To learn more visit <https://www.mycovidresponse.org/about/>



Owner

The Visual Communicator, LLC.

2018 - 2019 (2 years)

Creative visual communication to grow small businesses and non-profits. Specialized in developing comprehensive strategy and web content to help businesses and organizations go further... faster.

Clients included: City of Pontiac, Pontiac Public Library Flagstar Strand Theatre, Lafayette Market, Northern Sign Co., Lapeer County EMS, Dynamic HVAC and more.



Senior Advisor to the Mayor

City of Pontiac, Michigan USA - Government

Sep 2018 - Dec 2018 (4 months)

Advisor to Mayor Deirdre Waterman on Pontiac's Youth Recreation and Enrichment Center.

Tasked to give direction to leadership team on development process including: Program Development, Staffing, Policy and Procedures, and a wide-range of issues.



Special Consultant

Pontiac Public Library

Jul 2018 - Sep 2018 (3 months)

Advisor on special events, fundraising, and community engagement.



Pontiac Director

The Power Company Kids Club

Aug 2014 - May 2018 (3 years 10 months)

Development and oversight of The Power Company Kids Club's flagship campus in Pontiac, Michigan. Investing in the lives of over 1400 children weekly with a Volunteer Staff of over 40. Programs include: Weekly Home Visits to all Children Involved, Weekend Character Building Programs, After-School Leadership Development, Summer Day Camps, Summer Park Outreaches, Student Coaching & Mentoring and Local School Assemblies.

www.powercompanykidsclub.org



Assistant Director

The Power Company Kids Club

Nov 2010 - Aug 2014 (3 years 10 months)

Assistant Director of organization reporting to Founder/Executive Director.

Developed After School Educational and Music Program to more than 100 children. Developed Summer Leadership Academy serving 150 children during summer months. Helped develop Annual Fundraising Gala. Developed School Assemblies providing character enrichment to more than 3,200 in 8 schools. Public speaking and networking with local businesses, clubs and church groups. Production of all promotional materials, publications and website.

www.powercompanykidsclub.org



Executive Pastor

EPIC Church

Nov 2008 - Nov 2010 (2 years 1 month)

Served as Founding Executive Pastor launching organization. Development of Vision and Mission of Church. Led Building Renovation and Managed Facilities. Managed Leadership Team. Served on Board of Directors

www.epickc.com

Education



Global University

Intercultural Studies



Leadership Oakland

Cornerstone Program

Skills

Public Speaking • Nonprofits • Community Outreach • Teaching • Leadership Development • Volunteer Management • Church Events • Social Networking • Preaching • Event Planning

Honors & Awards



Christian Life Award Recipient - Dr. Randy Johnson, Oakland Christian School

May 2008

Highest Award given by Oakland Christian Schools, Auburn Hills, Michigan.



Oakland County Executive's Elite 40 Under 40 - L. Brooks Patterson, Oakland

County Executive

Jan 2017

Oakland County Executive's Elite 40 Under 40™ program is the region's leading recognition program that spotlights the top business and community leaders under the age of 40 who excel in their industry and show dynamic leadership.



Crain's Detroit Business 40 Under 40 Award - Crain's Detroit Business

Nov 2021

Since 1991, Crain's has recognized the young leaders taking our region to new heights. This cohort of luminaries — now numbering about 1,200 people — has a pretty stellar track record, if we say so ourselves, with governors, mayors, titans of industry, newsmakers, changemakers, lawmakers and at least two of Michigan's richest people on the honor rolls.

Jonathan Borowski

Business Professional with extensive experience in Nonprofit Finance and Business Management

Sterling Heights, MI 48312
jborowski668@gmail.com
586-345-1847

EXPERIENCE

Chief Operating Officer – Key of Hope USA / South Africa August 2020 – Sept. 2021

- Oversaw project management and execution of the mission objectives through management of each department head; 7 direct reports
- Advised and facilitated transmission of CEO vision in day to day operations; over 1500 children at our facility per week
- Implemented employee development strategy; leadership focus
- Decision making in weekly meetings with senior staff in their respective departments – over 15 distinct programs running
- Oversaw legal processes and other third-party relations that the company maintained (including property acquisition)
- Organized and delegated Human Resources tasks for a staff of 35; directly handled onboarding, conflict resolution, contributions to company policy and procedure, interviewing, and hiring decisions

Chief Financial Officer – Key of Hope USA / South Africa March 2017 – Sept. 2021

- Active management of company cash flow spreadsheets; interpretation and recommendation feedback given to CEO weekly
- Held fiduciary responsibility for both entities (USA and South Africa); including non-profit compliance and engagement annually with auditors (Baker Tilly); over \$7MM in donations revenue over 8 years
- Oversight, management, and investment of company cash reserve (3 months operating expenses) and other financial health infrastructure
- Direct management of accounting dept. employees and regular meetings with budget heads from all departments (variance analysis)
- Generated reports for the Board of Directors including P&L, cash flow projections, variance analysis, forecasting, etc.
- Responsible for the creation, revision, and presentation of the company's annual budget for board approval (forex considerations)

Bookkeeper / Admin. Assistant – Key of Hope USA / South Africa Dec. 2013 – Feb. 2017

- Oversaw sensitive information; financial records, donor relations/correspondence through Salesforce and Neon
- Maintained donor database of over 3000 accounts / households
- Logged deposits and expenses using QuickBooks; month end reconciling, journal entries, managed loan accounts
- Generated monthly reports and year-end donor statements

SKILLS

Financial Management and Compliance
Senior Management
Budgeting and Reporting
Cash Flow Projection
Variance Analysis
FX Risk Management
CRM Database Management

EDUCATION

Wayne State University Detroit, MI

August 2008 – May 2012
Bachelor of Arts in
Economics with Honors

University Honors
Co-Major, Minor in
Mathematics

Cumulative GPA: 3.83
Phi Beta Kappa National
Honors Society Inductee,
2012

VOLUNTEER WORK

Extensive mentorship
training under Home-Based
Support Care Network for
2500+ orphans and
vulnerable children
(Durban, South Africa)

Tutoring experience;
mathematics and English to
elementary age children on a
weekly basis (2014 – 2016)

Sommer K. Brock, CFRE

248-722-5727 • sommerkbrock@gmail.com • [linkedin.com/in/sommer-brock-cfre-5a238b23](https://www.linkedin.com/in/sommer-brock-cfre-5a238b23)

CHIEF DEVELOPMENT OFFICER

~Offering Nonprofit Leadership Excellence in Fast-Paced, Demanding Environments~

- Energetic, articulate and detail oriented professional offering 20 years of experience and education, along with an established ability to lead nonprofit organizations and grow fundraising revenue.
- Keen ability to lead and develop teams, identify organizational need, engage nonprofit boards of directors, develop and implement comprehensive strategic and fundraising plans, cultivate and steward prospects, advance partnerships and solicit individual, foundation and corporate gifts.
- Solid leadership, fundraising, communication and marketing skills with proven ability to establish strong relationships, quickly build rapport, establish trust, and motivate others.
- A quick learner, extremely reliable and able to complete multiple priorities and tasks simultaneously while surpassing expectations and meeting aggressive deadlines.
- Developed a reputation for taking ownership, stepping up to the plate, and personally seeing all tasks and assignments through to completion.
- Technically proficient with a broad range of software programs including, but not limited to, Raiser's Edge, eTapestry, Salesforce, Senior Systems, FirstClass, InDesign, Outlook, PowerSchool and Microsoft Office applications.

Areas of expertise include:

- Major Donor Cultivation & Solicitation
- Planning & Organizational Skills
- Problem Solving & Analytical Skills
- Process Improvement
- Governance & Board Development
- Leadership & Strategic Planning
- Financial Management
- Corporate & Foundation Relations

VOLUNTEER SERVICE

Association of Fundraising Professionals

Greater Detroit Chapter President – 2021
President-Elect - 2020

Strategic Plan Task Force – 2020

National Philanthropy Day Event Chair – 2017
Increased event revenue from \$18K to \$70K

IDEA (Inclusion, Diversity, Equity and Access)
Committee Vice-Chair - 2019

Mentorship Committee – since 2014

Program Committee Member – 2016

National Philanthropy Day Awards Committee -
since 2017

Leadership Oakland

Fund Development Committee – since 2017

Pontiac Community Foundation

Board Member – since 2019
Grants Review Committee – since 2019

The Art Experience

Board Member - since 2017
Fundraising Committee – since 2017

Identify Your Dream Foundation

Board Member - since 2017

Accent Pontiac

Board Member - since 2020

Sommer K. Brock, CFRE

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PROFESSIONAL EXPERIENCE

CRANBROOK HORIZONS-UPWARD BOUND • BLOOMFIELD HILLS, MI

4/2017 – PRESENT

DIRECTOR OF DEVELOPMENT

Non-profit, educational and cultural organization

- **Developed and implemented a comprehensive fundraising program for HUB**, including annual giving, corporate, foundation and government support, endowment, major and planned giving, and special events, providing more than one million in annual support for the Horizons-Upward Bound program.
 - **Raised more than \$500,000** for HUB Endowment in honor of 55th Anniversary.
 - **Exceeded annual fund revenue** goals by 10% over prior fiscal year by creating an Annual Fund Donor Giving Society, the HUB Heroes.
 - **Created a grant budget management system** that improved communications with corporate and foundation funders by tracking grant dollars and their program designations.
 - **Incorporated a volunteer management system** that increased the number of available program volunteers, their effectiveness and their contributions (time and money) to the organization.
- **Implemented a comprehensive donor stewardship program** to segment donor groups and provide donor-centric communications based on giving, to enhance and increase donor commitment.
 - **Involved members of the board of directors** in a donor thank-you call program that led to increased donations and board member engagement.
 - **Amplified donor commitment by providing** donor-centric communications that highlight the impact of their financial contributions on programs.
- **Coordinated a community-wide annual fund program** for all Cranbrook divisions including Cranbrook Center for Collections and Research, Cranbrook Art Academy and Museum, Cranbrook Institute of Science, Cranbrook Schools and Cranbrook Horizons-Upward Bound.
 - **Worked with vendor to negotiate contract for services** that improved economies of scale, led to cost savings for the organization and increased donor satisfaction.
 - **Provided real-time data about overlapping mailing lists** that improved timing for appeal distribution and dispelled internal myths about perceived donor overlap.
 - **Worked with fundraisers from each Cranbrook division** to implement annual fund and donor communication best practices that led to improved donor experiences across all divisions and increased funds raised.

NO NONSENSE FUNDRAISING, LLC • PONTIAC, MI

5/2018 – PRESENT

FOUNDER

For profit, non-profit service provider

- **Helping nonprofits and individuals incorporate streamlined processes and best practices to raise more money. Company focus is working with small nonprofits that serve low-income communities.**
 - Clients include H2H Consulting, Vision II Victory, Identify Your Dream Foundation and National Carbon Monoxide Awareness Association.
 - Services provided include securing nonprofit status, case statement development, annual fund campaign development and ongoing fundraising strategy.

Sommer K. Brock, CFRE

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DETROIT ZOOLOGICAL SOCIETY • ROYAL OAK, MI MANAGER OF ANNUAL GIVING PROGRAMS

7/2014 – 4/2017

Non-profit, animal welfare organization

- **Planned and implemented a comprehensive giving program for the Detroit Zoo Fund (annual fund), Renaissance Circle (philanthropic membership program) and other annual programs** providing 1.3 million in general operating support to broaden the donor base and funding for the Detroit Zoological Society.
 - **Increased annual giving revenue** by 24% from 2014 to 2015.
 - **Increased membership in the Renaissance Circle philanthropic program** by 15 households and increased revenue from same demographic by 16%.
 - **Designed and implemented** a successful Giving ZooDay campaign that raised more than \$25,000.
- **Developed and implemented updated processes for** symbolic animal adoption program, nature paver program and zoo experiences, leading to an increase in program revenue and ease in donor fulfillment.
- **Developed a donor stewardship program** utilizing organization volunteers to acknowledge support and thank donors, leading to increased donor commitment and satisfaction.

PLAYWORKS • DETROIT, MI DEVELOPMENT MANAGER

7/2012 – 7/2014

Non-profit, public service organization

- **Plan, coordinate and execute all tasks associated with Fund Development, Donor Cultivation and Solicitation, and Special Events**, including corporate sponsorships, foundation grants, annual and special appeals, event planning and execution, and database management.
- **Doubled attendance at signature annual event**, resulting in a \$125,000 increase in revenue from individual donations and sponsorships by empowering board of directors and organization volunteers. Additionally, the following year, attendance was increased by 33% and event revenue doubled.
- **Increased corporate and foundation revenue by \$50,000** in six months by identifying new grant and sponsorship opportunities and implementing an appropriate corporate relations strategy for the organizations' top 30 corporate prospects.
- **Increased community exposure, organizational volunteers, board member and major donor prospect pool** by implementing weekly, mission-centered site-visit tours at Playworks partner school locations, creative prospect research, site-visit follow up and appropriate community outreach efforts.

SOCIETY OF ST. VINCENT DE PAUL • DETROIT, MI MANAGER, MARKETING & SPECIAL EVENTS (9/2011–7/2012) DEVELOPMENT OFFICER (12/2010–9/2011)

12/2010 – 7/2012

Non-profit, human service organization

- **Planned, coordinated and executed all tasks associated with Fund Development, Marketing and Events**, including corporate sponsorships, foundation grant submissions, annual appeals, event planning and execution, website content management and development, database management and press releases.
- **Worked closely with board of directors, volunteer committees and advisory groups** to implement special events prospect corporate partnerships and cultivate and solicit major donors.
- **Designed and implemented a successful marketing strategy** consisting of communication and marketing plans, branding, and increased visibility that ensured marketing standards and consistency of materials all while building relationships with local media, businesses and corporations.

Sommer K. Brock, CFRE

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- **Managed and created content for external communications** including monthly and quarterly electronic newsletters, annual report, marketing materials, website and advertising content. Developed materials for successful appeals by mail including annual appeal, spring appeal, camp appeal, utility appeal and other minor appeals by creating mission-based donor solicitation and acknowledgement materials.
- **Exceeded budgeted revenue goals for annual walk, annual banquet and annual golf outing**, resulting in an additional \$40,000 in revenue, while actively pursuing mission appropriate third-party events and relationships that add value and revenue to the current special events program.

FRANKEL JEWISH ACADEMY • WEST BLOOMFIELD, MI

8/2004 - 12/2010

DEVELOPMENT SPECIALIST (12/2009 – 12/2010)

DEVELOPMENT ASSISTANT (12/2004 – 12/2009)

FRONT OFFICE RECEPTIONIST (8/2004 – 12/2004)

Non-profit, private high school

- **Collaborated with umbrella organization to implement successful \$8.5 million Capital Campaign.**
 - Developed donor recognition plan with lay leadership.
 - Provided for accurate pledge and gift acknowledgement.
 - Successfully cultivated individual donors to transition to capital donors.
- **Directed individual giving campaign**, including planning, solicitation, and stewardship for special, endowment, and annual giving donors.
 - Implemented major gift program by empowering professional and lay leadership and facilitating the cultivation of major gift prospects.
- **Coordinate, develop, and implement, with lay leadership and volunteers, all aspects of \$1.3 million Annual Fundraising Campaign**, while actively pursuing discovery prospects for future leadership donors to FJA.
 - More than doubled participation of grandparent constituency in annual campaign by developing and implementing successful cultivation and solicitation strategies including events.
 - Developed and implemented alumni giving campaign.
 - Increased staff campaign participation to 100%.

EDUCATION/TRAINING/CREDENTIALS/AWARDS

OAKLAND UNIVERSITY • ROCHESTER, MI

Nonprofit Management Certificate, October 2020

INDIANA UNIVERSITY LILLY FAMILY SCHOOL OF PHILANTHROPY • INDIANAPOLIS, IN

Developing Major Gifts Course, April 2018

UNIVERSITY OF MICHIGAN • ANN ARBOR, MI

Bachelor of Science

Dean's List

Leadership Oakland Cornerstone Program Graduate

LOXVII Cohort, 2017

Association of Fundraising Professionals

Member since 2012

President's Award Recipient - 2018

Certified Fund-Raising Executive (CFRE) Certification 2017

Certification valid through 2023

Oakland County Elite 40 Under 40 Class of 2018

All proposals will be evaluated on the following criteria:

1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. List value-added considerations on a separate sheet of paper.
4. All bid pricing to include shipping and freight charges.

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of PONTIAC, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: valid 120 days From
03/17/2022

Fed. ID #: 82-5321502

Company (Respondent): Pontiac Community Foundation

Address: 79 Oakland Ave.

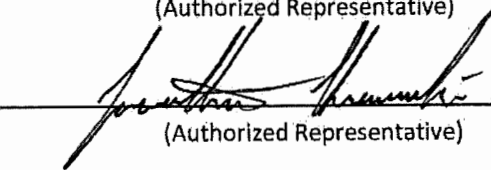
City, State & Zip Code: Pontiac, MI 48342

Phone / Fax Number: 248-246-6606 FAX: N/A

Email: info@pontiaccommunityfoundation.org

Print Name and Title: Jonathan Borowski - Director of Business and Finance

(Authorized Representative)

Signed: 
(Authorized Representative)

FOR CORPORATION

STATE OF MICHIGAN

S.S.

COUNTY OF OAKLAND

JONATHAN MICHAEL BOROWSKI being duly sworn, deposes and says that she/he/they
is Director of Business and Finance of Pontiac Community Foundation, Inc.

(Official Title)

(Name of Corporation)

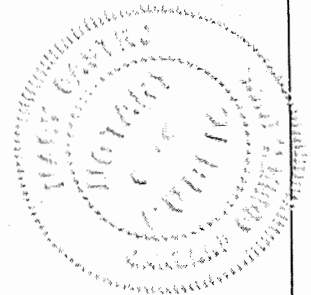

a corporation duly organized and doing business under the laws of the State of Michigan
the corporation making the within and foregoing bid; that they executed said bid in behalf of said corporation by
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the
interests of or on behalf of any person not herein named, and that they have not and said bidder has not directly
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage
over other bidders.

Subscribed and sworn to before me at Pontiac City Hall, in said County and State,
this 16th day of May, A.D. 20 22

Mary Castro
*Notary Public, Oakland County, Michigan

My Commission expires Dec. 19, 20 27

MARY CASTRO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 19, 2027
ACTING IN COUNTY OF Oakland



#8

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: The Honorable Pontiac City Council

FROM: Alexandra Borngesser, Grants

THROUGH: Mayor Tim Greimel

DATE: May 10th, 2022

RE: Resolution to approve The City of Pontiac's submission of the grant application titled "Pontiac Arts Crawl" to the Michigan Arts and Culture Council Project Support Grant Program in the amount of \$10,000.

The Executive Office of Mayor Tim Greimel kindly requests the approval of The City of Pontiac's submission of a grant application titled "Pontiac Arts Crawl" to the Michigan Arts and Culture Council Capital Project Support Grant Program in the amount of \$10,000. The Pontiac Arts Crawl is a one-day arts and culture event in downtown Pontiac taking place in May of 2023, produced by the City of Pontiac's Arts Commission (PAC).

This free, pedestrian-friendly event for art lovers of all ages and income levels showcases local artists – 45 musical performances, 70 artists in popup galleries, open mic poetry, dance, sculpture, murals, and 20 interactive experiences. The crawl occupies a five-block stretch of the downtown and several adjacent locations. Activities are presented in over 70 sites and include open parks, retail stores, bars and restaurants, businesses, green spaces and vacant properties. Historical exhibits celebrating Pontiac's history as well as displays sharing Pontiac's current triumphs, progress and vision round out the offerings.

Michigan Arts and Culture Council Project Support Grant Program has an award ceiling of \$30,000 and the grant request cannot exceed 50% of the total project cost, meaning it requires a 1:1 match. Historically, the Pontiac Arts Commission has raised roughly \$10,000 in support of this project. In support of the 2022 Arts Crawl, City's Director of Grants and the PAC will raise funds into the Pontiac Community Foundation City of Pontiac Fund and will repeat this activity in 2023. The funds raised, in addition to any funds appropriated by the Pontiac City Council, will fulfill the matching requirement of the grant award.

Resolution on Following Page



**RESOLUTION TO APPROVE THE CITY OF PONTIAC'S SUBMISSION OF THE
GRANT APPLICATION TITLED "PONTIAC ARTS CRAWL" TO THE MICHIGAN
ARTS AND CULTURE COUNCIL PROJECT SUPPORT GRANT PROGRAM IN THE
AMOUNT OF \$10,000**

WHEREAS, the City of Pontiac desires to submit an application titled "Pontiac Arts Crawl" to the Michigan Arts and Culture Council Capital Improvements Grant Program in the amount of \$10,000.

WHEREAS, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements, including commitment to all project cost overruns.

NOW THEREFORE BE IT RESOLVED that The City of Pontiac hereby approves participation in the Michigan Arts and Culture Council Project Support Grant Program and authorizes the submission of an application for \$10,000.

BE IT FURTHER RESOLVED that The City of Pontiac acknowledges and certifies compliance with all grant program requirements, including all project cost overruns.

BE IT FURTHER RESOLVED that The City of Pontiac shall make a local match through funds raised to both the Pontiac Community Foundation City of Pontiac Fund and the City of Pontiac.

BE IT FURTHER RESOLVED that Mayor Tim Greimel is authorized to sign all grant-related documents on behalf of The City of Pontiac in relation to this grant award.

#9

RESOLUTION



Mayor Tim Greimel

CITY OF PONTIAC

Planning & Zoning Division
City Hall - 47450 Woodward Avenue
Pontiac, Michigan 48342-5009
248-758-2800 | FAX 248-758-2827

Vern Gustafsson
Planning Manager

Donovan Smith
City Planner

TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL

FROM: DONOVAN SMITH – CITY PLANNER
PLANNING & ZONING DIVISION

SUBJECT: RESOLUTION TO APPROVE CERTIFICATION AGREEMENT
CERTIFIED LOCAL GOVERNMENT | STATE HISTORIC PRESERVATION OFFICE

DATE: MAY 19, 2022

The Planning Division presents an opportunity to further historic preservation and to strengthen the Historic District Community in the City of Pontiac. The Planning Division has worked collaboratively with the Michigan Economic Development Corporation and Michigan State Historic Preservation Office to determine the city's eligibility to participate in the Certified Local Government Program. As of May 4, 2022, the city has completed the application process and is positioned to be approved for the CLG designation. While the City Charter, city ordinances, and other laws do not require City Council approval for the Certification Agreement, we believe is desirable symbolically for the City Council to approve a resolution in support, authorizing the Mayor to execute the Certification Agreement (see attached) and allowing the city to obtain CLG status.

A CLG is a local unit of government (county, city, township, or village) that makes a commitment to historic preservation at the local level. CLG formally demonstrate this commitment by engaging in a partnership with State Historic Preservation Office to carry out preservation activities and plan for significant historic resources as viable community assets.

Rooted in best practice approaches, the CLG program gives credibility to local preservation activities, their relationship to broader planning processes, and their role in promoting community character, sense of place, cultural diversity, and economic vitality. The program also promotes preservation activities consistent with national and state legislation and standards, which encourage responsible decision-making for the treatment of important historic resources in the community.

- Priority Support from SHPO: The CLG program provides a framework for a strong partnership with the Michigan SHPO, which provides technical assistance and funding support for preservation activities in CLG communities across the state.
- Grant Opportunities: National Park Service and SHPO support local activities, including preservation planning, education, and rehabilitation projects, through annual grant funding exclusive to CLGs.
- Training and Education: CLGs have special access to educational and technical materials as well as a variety of training and outreach opportunities.
- Participation in the National Register Process: CLGs directly participate in the nomination of local properties to the National Register of Historic Places, which is the nation's official list of buildings, structures, sites, objects, and districts deemed worthy of preservation for their historical, cultural, or architectural significance.

In addition to participating in the technical support and resources provided by the State Historic Preservation Office and the Michigan Economic Development Corporation, the City of Pontiac Historic District Commission intends to work towards the following goals; 1) Increase Resident Community Engagement and Education of Historic Districts; 2) Establish Design Guidelines for Construction and Rehabilitation of structures within Historic Districts; and 3) Develop Grants and Resource assistance programs to assist residents with renovations and rehabilitation of properties, 4) Develop a register of sites and historic resources to be included with the National Register of Historic Places.

The Pontiac Historic District Commission does meet the necessary requirements for eligibility to participate in the CLG Program, participation in the program does not create financial commitment or requirement from the city, and the department staff do maintain the proper capacity to meet the goals and operational commitments of the program. The Planning & Zoning Division has complied and submitted all the necessary documents for the State Historic Preservation office to complete the review of the CLG Application for Certification, and anticipate on receiving notice of acceptance into the program within 15 days of the approval of the Certification Agreement to be reviewed and certified by the National Park Service.

**RESOLUTION
CITY OF PONTIAC CITY COUNCIL
PONTIAC, MICHIGAN**

WHEREAS, the City of Pontiac has engaged with the Michigan Economic Development Corporation and Michigan State Historic Preservation Office towards city participation in the Certified Local Government Program, including entering into a Certification Agreement with the Michigan State Historic Preservation Office;

WHEREAS, the Michigan State Historic Preservation Office has developed a program for certifying local governments and the City of Pontiac desires to commit, maintain, and preserve historic assets and resources at the local level; and

WHEREAS, the City of Pontiac has completed the application process to become a Certified Local Government and has satisfactorily addressed the requirements of the Certified Local Government program and is in a good position to further its preservation goals;

WHEREAS, entering into a Certification Agreement with the Michigan State Historic Preservation Office will allow the City of Pontiac to apply for available Certified Local Government grant funds.

NOW THEREFORE BE IT RESOLVED, the Pontiac City Council of the City of Pontiac, Michigan does hereby authorize the Mayor of the City of Pontiac to execute the Certification Agreement with the Michigan State Historic Preservation Office to allow the City of Pontiac to be designated a Certified Local Government Unit.

Roll Call:

Ayes:

Nays:

Abstain:

Absent:

I hereby certify that the forgoing is a true and complete copy of a motion adopted by the Pontiac City Council of the City of Pontiac, County of Oakland, State of Michigan, at a regular meeting on the ____ day of May, 2022 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: _____

Garland Doyle, Interim City Clerk

City of Pontiac



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
MICHIGAN STRATEGIC FUND
STATE HISTORIC PRESERVATION OFFICE

QUENTIN L. MESSER, JR.
PRESIDENT

EMAILED ONLY

May 4, 2022

Donovan Smith
City Planner
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Dear Mr. Smith:

The Michigan State Historic Preservation Office (SHPO) congratulates the City of Pontiac on completing the application process for becoming a Certified Local Government (CLG). We have reviewed the provided materials and find that they satisfactorily address the requirements of the CLG program and will place the City of Pontiac in a good position to further its preservation goals.

The required Certification Agreement is attached for Mayor Greimel's signature. Please return the signed agreement to our office for full execution.

Once the agreement has been executed by all parties, we will forward the documentation to the National Park Service (NPS) along with SHPO's formal request that the City of Pontiac be certified as a CLG. Certification will become effective on the date that written concurrence is issued by the NPS.

If you have any questions, please contact Alan Higgins, Certified Local Government Coordinator, at 517.256.4358 or higginsS3@michigan.gov.

We are very pleased that the City of Pontiac has chosen to become a CLG, and we look forward to working with you on the community's ongoing preservation programs.

Sincerely,

Mark A. Rodman
State Historic Preservation Officer



300 NORTH WASHINGTON SQUARE • LANSING, MICHIGAN 48913
michigan.gov/shpo • (517) 335-9840

**STATE OF MICHIGAN
MICHIGAN STRATEGIC FUND
STATE HISTORIC PRESERVATION OFFICE**

CERTIFIED LOCAL GOVERNMENT CERTIFICATION AGREEMENT

WHEREAS, the CONGRESS OF THE UNITED STATES, in order to extend the federal-state historic preservation partnership to the local level, has required the State Historic Preservation Office of each state to develop and implement a Certified Local Government (CLG) Program, as described in Sections 302501-302505 of the National Historic Preservation Act (NHPA), as amended (NHPA; 54 USC 300101 *et seq.*), to carry out the purposes of the NHPA; and

WHEREAS, the MICHIGAN STATE HISTORIC PRESERVATION OFFICE (SHPO) has developed a CLG Program in accordance with the NHPA and the "Historic Preservation Fund Grants Manual" (Manual), issued by the United States Department of the Interior in June, 2007, which affords municipal units, including cities and counties, an opportunity to formalize and strengthen their local historic preservation programs, review property nominations to be submitted to the National Register of Historic Places, compete for matching grant-in-aid funds earmarked for the CLG Program, and perform other responsibilities delegated to it under the NHPA; and

WHEREAS, the CITY OF PONTIAC, MICHIGAN (CITY), desires to participate in the CLG Program and receive certification from the SHPO of its ability to carry out the purposes of the NHPA and receive transfers of, in accordance with Section 302902(c) of the NHPA, a portion of the grants received by the State of Michigan under the NHPA.

NOW, the CITY has submitted a complete and adequate application for certification and related application materials as specified in the Manual and hereby accepts and assumes the required and optional responsibilities identified in the NHPA, the Federal Regulations set forth at 36 CFR Part 61, the Manual, and the approved certification application, including amendments, and shall perform as follows:

Required Responsibilities

1. Enforce appropriate federal, state, and local legislation for the designation and protection of historic properties.

2. Establish by ordinance and maintain an adequate and qualified historic preservation review commission composed of professional and lay members, in keeping with state and/or local law. Written approval of each consultant who will be used in the CLG Program to satisfy professional qualifications shall be obtained from the SHPO prior to the performance of any task by the consultant, and each approval shall be considered an attachment to this Certification Agreement.

3. Maintain a system for the survey and inventory of local historic resources that furthers the purposes of the NHPA.

4. Provide for adequate public participation in the local government's historic preservation program, including the process of recommending properties for listing in the National Register of Historic Places.

5. Satisfactorily perform the responsibilities delegated to it under the NHPA.

6. Comply with all federally and SHPO-imposed requirements pertaining to the CLG Program.

7. **Submit an annual report to the SHPO not later than March 1 of each year.** Unless otherwise requested, the report shall be mailed to: Certified Local Government Coordinator, State Historic Preservation Office, 300 N Washington Square, Lansing, Michigan 48913.

Optional Responsibilities

Should the CITY desire to perform optional responsibilities, the CITY and SHPO may amend this Certification Agreement to identify and specify the optional responsibilities that the CITY will assume. The CITY may also assume optional responsibilities through the Historic Preservation Fund subgrant process. In such cases, a subgrant agreement will describe the specific work to be performed and how the work will be accomplished.

IT IS UNDERSTOOD that this Certification Agreement will continue in effect so long as the CITY: 1) remains a CLG in good standing, 2) remains eligible for CLG certification based on periodic evaluations of its compliance with the terms and conditions of this Certification Agreement, 3) desires to remain certified, and 4) continues to meet all CLG Program requirements, as established and revised by the Congress of the United States and the United States Department of the Interior.

WHEREFORE, the representatives of the parties have affixed their signatures below as evidence of the acceptance and execution of this Certification Agreement by the CITY and the SHPO. Upon its designation as a CLG, the CITY shall be eligible for all rights and privileges of a CLG specified in the NHPA, Federal Regulations and the Manual. These rights include eligibility to apply for available CLG grant funds in competition only with other certified local governments.

**CITY OF PONTIAC,
MICHIGAN**

**MICHIGAN STATE HISTORIC
PRESERVATION OFFICE**

Tim Greimel
Mayor

Mark A. Rodman
State Historic Preservation Officer

Date: _____

Date: _____

MICHIGAN STRATEGIC FUND

Valerie Hoag
Fund Manager

Date: _____

#10

ORDINANCE



CITY OF PONTIAC

DEPARTMENT OF BUILDING SAFETY & PLANNING

PLANNING DIVISION

47450 WOODWARD AVE | PONTIAC MI 48342

T: 248.758.2811

Mayor Tim Greimel

To: HONORABLE MAYOR GREIMEL, COUNCIL PRESIDENT McGUINNESS & PONTIAC CITY COUNCIL

From: VERN GUSTAFSSON, PLANNING & DEVELOPMENT MANAGER

Date: MAY 6, 2022

**Re: ZMA 22-03 ZONING MAP AMENDMENT W/ CONDITIONS
NF LAWRENCE LLC
PIN 64-14-29-452-009
C-3 CORRIDOR COMMERCIAL TO M-1 LIGHT MANUFACTURING with
CONDITIONAL REZONING**

The City of Pontiac is in receipt of application ZMA 22-03 for the proposed conditional rezoning of parcel 64-14-29-452-009. The site is located on the north side of W Lawrence at the end of the street, next to the railroad Right-of-Way and its embankment. The subject property is currently zoned C-3 Corridor Commercial.

The applicant proposes a rezoning to M-1 Lighting Manufacturing with Conditions, to permit a proposed Medical Marihuana Grow and Processing facilities. The property is located outside the Downtown Medical Marihuana Overlay District and does not presently qualify for a Medical Marihuana Grow and Processing use. At the May 4, 2022 meeting of the Planning Commission, they recommended approval of this request to the Pontiac City Council.

Conditional Rezoning Agreement

The applicant has volunteered conditions as part of their Conditional Rezoning Agreement [see attachment] that will restrict the uses developed on the subject site.

In accordance with Section 6.802 of the City Zoning Ordinance, the request for Conditional Rezoning requires a technical review, Public Hearing and recommendation by the Planning Commission, and final decision by City Council. The Conditional Rezoning Agreement to be executed between the applicant and the Mayor after City Council approves the Zoning Map Amendment with Conditions and City Attorney approves Agreement to form.

The City cannot request or suggest modifications to these conditions. Per the Michigan Zoning Enabling Act, such conditions must be made voluntarily by the applicant. The request to permit a Medical Marihuana Grow and Processing facilities is subject to City Council approval to M-1 Light Manufacturing with the following conditions:

- *The conditional rezoning was granted to Developer based on upon conditions which were voluntarily offered by Developer. The conditions which form the basis of the City's grant of the conditional rezoning are as follows:*
 - *The property will be developed, if at all, consistent with the Conditional Rezoning Plan presented by the Developer.*
 - *Of the principal uses permitted within the M-1 Zoning District, the principal uses on the property, shall be limited to only a medical marihuana grow and processing facilities as referenced in the Zoning Ordinance.*
 - *Completion of project construction and start of operation shall be within 3 years from date of City Council approval of Conditional Rezoning.*
 - *The project shall conform to City's Medical Marihuana License Application Requirements.*
 - *The Property shall comply with all applicable City of Pontiac Ordinances, including the Zoning Ordinance, the M-1 zoning district, and related requirements.*

If the Zoning Map Amendment with Conditions obtains City Council approval, the applicant will need to submit an application by following the City Clerk's Medical Marihuana Use license approval process, the applicant would require a Special Exception Permit approved by the Planning Commission per Section 6.302 of the Zoning Ordinance. Additionally, submit for Site Plan Review per Section 6.204 to the Planning Division and appear before the Planning Commission for Site Plan Review Approval, prior to beginning proposed development and construction.

Rezoning Criteria

The City Council should consider any of the following criteria [found in Section 6.804, A-J] that apply to the rezoning with conditions application in making findings, recommendations, and a decision to amend the Official Zoning Map (see Section 6.804).

Additionally, the section also stipulates that the City Council may also consider other factors or considerations that are applicable to the application, but are not listed among the ten criteria. To assist the City Council in its evaluation of these and other criteria, we offer the following findings of fact for your consideration.

Section 6.804 provides review criteria for the City Council to utilize in making its findings, recommendations, and making a decision. The *ten stated criteria* are listed below with our findings:

1. *Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.*

The proposed rezoning with conditions should be considered with recent development trends in the area, where zoned C-3 zoned sites to the south have been converted to processing, fabricating and warehousing due to elevated railroad tracks over W Huron travel

lanes with embankments to support the raised tracks and restricts direct access to Woodward Avenue. In addition, the property is located within the Mixed Use, future land use designation of the Updated Master Plan.

2. *Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.*

The entire parcel contains a 60,000 sq.ft. vacant building fronts onto W Lawrence and Clinton, which provides access to each floor, presently there is no geological, hydrological, and other environmental features are evident on the parcel.

3. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.*

The applicant did not provided evidence that they could not develop the property with a use which would not require a Conditional Rezoning that is within the Zoning Ordinance's guidelines for permitted uses. In addition, the existing structure is not favorable to be renovated into commercial, business services and/or office uses; plus, no direct access to Woodward Ave due to the elevated railroad tracks.

4. *Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.*

The planned Medical Marihuana Grow and Processing use is consistent with the zoning designations for M-1 Light Manufacturing properties and is compatible with the zoning district, however the proposed use is planned to be located outside of the Downtown Medical Marihuana Overlay District.

5. *The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City.*

Existing City services and utilities capacity would be sufficient for the proposed use.

6. *The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.*

The proposed development will not impact W Lawrence traffic. The Developer has secured authorization and will obtain an access easement to use the travel lane at 112 W Pike Street, if the City approves the conditional rezoning. In addition, the owner of 112 W Pike has granted parking rights of 50 spaces for employees at 108 W Lawrence. The applicant plans to refurbish and improve the parking area.

7. *The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.*

The boundaries of the rezoning with conditions are reasonable in relationship to surroundings.

8. *If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.*

The Conditional Rezoning is an appropriate request for Medical Marihuana Grow and Processing in the M-1 District located outside the Downtown Medical Marihuana Overlay District.

9. *If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.*
It would be inappropriate to amend the existing C-3 Corridor Commercial zoning district to permit Medical Marihuana uses. Conditional Rezoning of the subject site is the most appropriate action to allow the conditional proposed use.
10. *The requested rezoning will not create an isolated or incompatible zone in the neighborhood.*
This Conditional Rezoning application would not create an incompatible M-1 Light Manufacturing conditional use within the immediate vicinity west of Woodward Avenue between W Pike and W Huron Streets.

THE CITY OF PONTIAC ORDAINS:

ZMA 22-03 – Zoning Map Amendment
Parcel No: 64-14-29-452-009

Resolution

Whereas, The City has received an application for a Zoning Map Amendment with Conditions at 108 W Lawrence identified as PIN 64-14-29-452-009 from NF Lawrence LLC for the rezoning of the aforementioned parcel; and

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

Whereas, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 and 6.807 of the Zoning Ordinance and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

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

Whereas, On May 4, 2022, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council to approve the Zoning Map Amendment with Conditions and approve the change from the current C-3 Corridor Commercial zoning district to M-1 Light Manufacturing with Conditions; and

Now Therefore, Be It Resolved, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment with Conditions (ZMA 22-03) request for PIN 64-14 29-452-009 to amend the current site zoning from C-3 Corridor Commercial to M-1 Light Manufacturing with Conditions.

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 _____, 2022.

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 _____, 2022.

Garland Doyle, Interim City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance Resolution as passed by the City Council and was published in a publication of general circulation on the _____ day of _____, 2022.

Garland Doyle, Interim City Clerk



Application for Zoning Map Amendment

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: 108 & 118 W Lawrence Street

Sidwell Number: 14-29-452-009

Office Use Only

PF Number: _____

Date: 01/14/2022

Instructions: Completed applications with appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least 30 days prior to the regularly scheduled Planning Commission meeting. Applications must be complete in all respects with supporting documents such as site plan, property survey etc. Planning staff will schedule the application for consideration by the Planning Commission in accordance with the attached schedule. Incomplete applications will delay the review process.

Applicant (please print or type)

Name	NF Lawrence LLC		
Address	21 W. Long Lake Road, Suite 200		
City	Bloomfield Hills		
State	Michigan		
ZIP Code	48304		
Telephone	Main: 248-744-4220	Cell: 248-787-7070	Fax: 248-744-4221
E-Mail	fadi@nassarcompanies.com		

Project and Property Information

Name of Proposed Development: LAWRENCE INDUSTRIES LLC

The subject property is location at 108 & 118 W Lawrence St. on the N / S / E / W side of Woodward Avenue between Orchard Lake Road and M-59.

The property is zoned: C-3 Corridor Commercial

Proposed Zoning District: M-1 Light Manufacturing, including, among other conditions

It is proposed that the property will be used as: Medical Marihuana Grow and Processing

The subject property is legally described as follows (include sidwell numbers):

T3N, R10E, SEC 29 ASSESSOR'S PLAT NO. 112 LOTS 30 & 31 7-23-92 FR 007 & 008

Property Owner Information

Name	NF Lawrence LLC		
Address	21 W. Long Lake Road, Suite 200		
City	Bloomfield Hills		
State	Michigan		
ZIP Code	48304		
Telephone	Main: 248-744-4220	Cell: 248-787-7070	Fax: 248-744-4221
E-Mail	fadi@nassarcompanies.com		

Are you the ☒ Owner _____ Agent/rep. of the owner _____ Other _____

The proposed will be used for the following purpose (provide as much detail as possible with photographs, sketches, site plans, written documents, etc.).

Medical Marihuana Grow and Processing.


State the reason for the Zoning Map Amendment, particularly the manner in which the City will benefit if the amendment is approved and why such change will not be detrimental to the public welfare and/or the property rights of other persons located in the vicinity of the site.

Subject property has been vacant for years. Subject property has been stripped of most of its electrical, plumbing and mechanical systems.


Subject property is located on a dead-end street. The conditional rezoning of this site will create new local jobs with 100% building occupancy,

a state of the art exterior and interior renovation further enhancing the value of the subject property and its immediate surround area. The Subject property

is an ideal fit for the this use and conditional rezoning and will demonstrate how other dilapidated properties within the City of Pontiac can be rehabilitated



Signature of Owner



Signature of Applicant

State of Michigan
County of Oakland

On this ____ day of _____, A.D., 20____, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

Notary Public, Oakland County, Michigan
My Commission Expires: _____

CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement (the "Agreement") is made this ____ day of _____, 2022, by and between the City of Pontiac, a Michigan municipal corporation, with an office located at 47450 Woodward Ave, Pontiac, Michigan, 48342 ("City"), and NF Lawrence LLC, a Michigan limited liability company, ("Developer") with its principal offices located at 121 W. Long Lake Rd., Bloomfield Hills, Michigan 48304.

RECITALS

WHEREAS, City is validly exercising all of its powers pursuant to the City Charter;

WHEREAS, Developer is a Michigan corporation organized and existing in good standing under and pursuant to the Business Corporation Act, 1972 PA 284, as amended, and is exercising all of the powers provided therein;

WHEREAS, Developer intends to retrofit a currently vacant building located within the City, specifically parcel number 14-29-452-009 commonly known as 108 and 118 W. Lawrence Street, Pontiac, Michigan 48341, and being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property"), which is currently zoned C-3 Corridor Commercial, as medical marijuana grow and processing facilities;

WHEREAS, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL §125.3405 et seq.) and under and pursuant to Section 6.807 of the City Zoning Ordinance (the "Zoning Ordinance"), certain conditions voluntarily offered by the owner of land, including an agreement between City and Developer, may become a condition of rezoning of the Property;

WHEREAS, Developer, submitted an Application for a Zoning Map Amendment (attached hereto as **Exhibit B** and made a part hereof, the "Application"), voluntarily offering, in writing, certain conditions to rezone the Property from C-3 Corridor Commercial to M-1 Light Manufacturing, including, among other conditions, subject to this Agreement.

WHEREAS, the City Planning Commission on _____, 2022 held a Public Hearing reviewing the Application and voted to recommend approval of the request for conditional rezoning and proposed amendment to the City's Zoning Map based upon this Agreement and the attached Exhibits;

WHEREAS, the City Council, on _____, 2022 voted to approve the request for conditional rezoning and adopted Ordinance No. 20-29 to amend the City's Zoning Map based upon the conditions set forth in this Agreement and the attached Exhibits.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, City and Developer agree as follows:

1. Conditions Running with the Property. This Agreement covers the Property described on the attached **Exhibit A**. This Agreement shall be binding upon and inure to the benefit of Developer and City, and their heirs, representatives, successors, and assigns, and shall run with the Property.

2. Conditional Rezoning Plan. The conditional rezoning was granted by City based upon the Conditional Rezoning Plan presented by Developer, a copy of which is attached hereto as **Exhibit C** and made a part hereof.

3. Confirmation of Zoning. City confirms that the Property has been rezoned from C-3 Corridor Commercial to M-1 Light Manufacturing, including, among other conditions, subject to this Agreement.

4. List of Conditions. The conditional rezoning was granted to Developer based upon conditions which were voluntarily offered by Developer. The conditions which form the basis of the City's grant of the conditional rezoning are as follows:

a. The Property will be developed, if at all, consistent with the Conditional Rezoning Plan presented by Developer, a copy of which is attached hereto as **Exhibit C** and made a part hereof.

b. Of the principal uses permitted within the M-1 Zoning District, the principal use on the Property shall be limited to only a medical marihuana grow and processing facilities as referenced in the Zoning Ordinance.

c. Completion of project construction and start of operation shall be within 3 years from date of City Council approval of Conditional Rezoning.

d. The project shall conform to City's Medical Marijuana License Application requirements.

e. The Property shall comply with all applicable City of Pontiac Ordinances, including the Zoning Ordinance, the M-1 zoning district regulations, and related requirements.

5. Acknowledgement. This Agreement was proposed by Developer to induce City to grant the rezoning, and City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in this Agreement; and, the conditions in this Agreement are authorized by applicable state and federal law and constitution; and, that the Agreement is valid and was entered into on a voluntary basis and represents a permissible exercise of authority by City. This Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the proposed use of the Property, taking into consideration the changed zoning district classification, and the specific use authorization granted.

6. Limitations On Development and Other Approvals. The Property shall not be developed or used in a manner inconsistent with this Agreement.

7. Period of Approval. This Agreement shall expire on _____, 2025, which is three (3) years from the date of this Agreement unless bona fide development of the Property pursuant to approved building and other permits required by City commences within the three (3) year period and proceeds diligently and in good faith as required by the Zoning Ordinance to completion; or, unless an extension of approval is granted by the City Council and upon the recording of a new conditional rezoning agreement. If this Agreement expires, no development shall be undertaken or permits for the Property under this Agreement shall be issued unless permitted by the Zoning Ordinance. The City shall promptly review and process all applications for approvals submitted by the Developer and the City shall not unreasonably delay, condition, withhold, or deny the approval of any such application.

8. Revocation. If Developer violates the terms of this Agreement, after appropriate notice and opportunity for a hearing and cure, the zoning designation of the Property shall return to its original designation of C-3 Corridor Commercial.

9. Entire Agreement. This Agreement, the exhibits attached hereto, and the instruments which are to be executed in accordance with the requirements hereof set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between City and Developer concerning the project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions, or understandings, either oral or written, between them other than as set forth herein.

10. Relationship of the Parties. The relationship of City and Developer shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between City and Developer, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.

11. Modification. This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by City and Developer.

12. Michigan Law to Control. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.

13. Due Authorization. City and Developer each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of City, its City Council and all other governmental agencies whose approval may be required as a precondition to the effectiveness hereof, and as to Developer, by the members thereof, and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

14. No Personal Liability. The obligations hereunder of City and Developer shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, Board member, agent, employee, or partner of any of said entities shall have any personal obligation, responsibility, or liability for the performance of the terms of this Agreement.

15. Signature. This Agreement may be executed in any number of counterparts and may be signed and/or transmitted by facsimile, electronic mail of a .pdf document, or electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The parties further consent and agree that (i) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN" (or similar election), such party is signing this Agreement electronically, and (ii) the electronic signature(s) appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures. Each of the parties intends to be bound by electronically generated signatures and/or by signature(s) on the facsimile or electronically imaged document, is aware that the other party will rely on such signature(s), and hereby waives any defenses to the enforcement of the terms of this Agreement based on the form of signature(s).

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

CITY OF PONTIAC

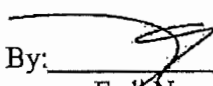
By: _____
Tim Greimel, Mayor

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on _____, 2022, by Tim Greimel, the Mayor of the City of Pontiac, on behalf of the municipality.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Oakland

NF LAWRENCE LLC

By:  _____
Fadi Nassar
Its: _____
Authorized Signer

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on _____, 2022, by _____, the _____ for NF Lawrence LLC, a Michigan limited liability company on behalf of the company.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Oakland

EXHIBIT A

Land situated in the City of Pontiac, County of Oakland, State of Michigan, described as follows:
Lots 30 and 31, Assessor's Plat No. 112, according to the plat thereof, as recorded in Liber 53 of
Plats, Page 7, Oakland

County Records.

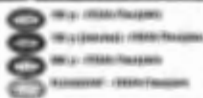
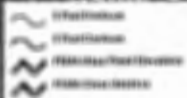
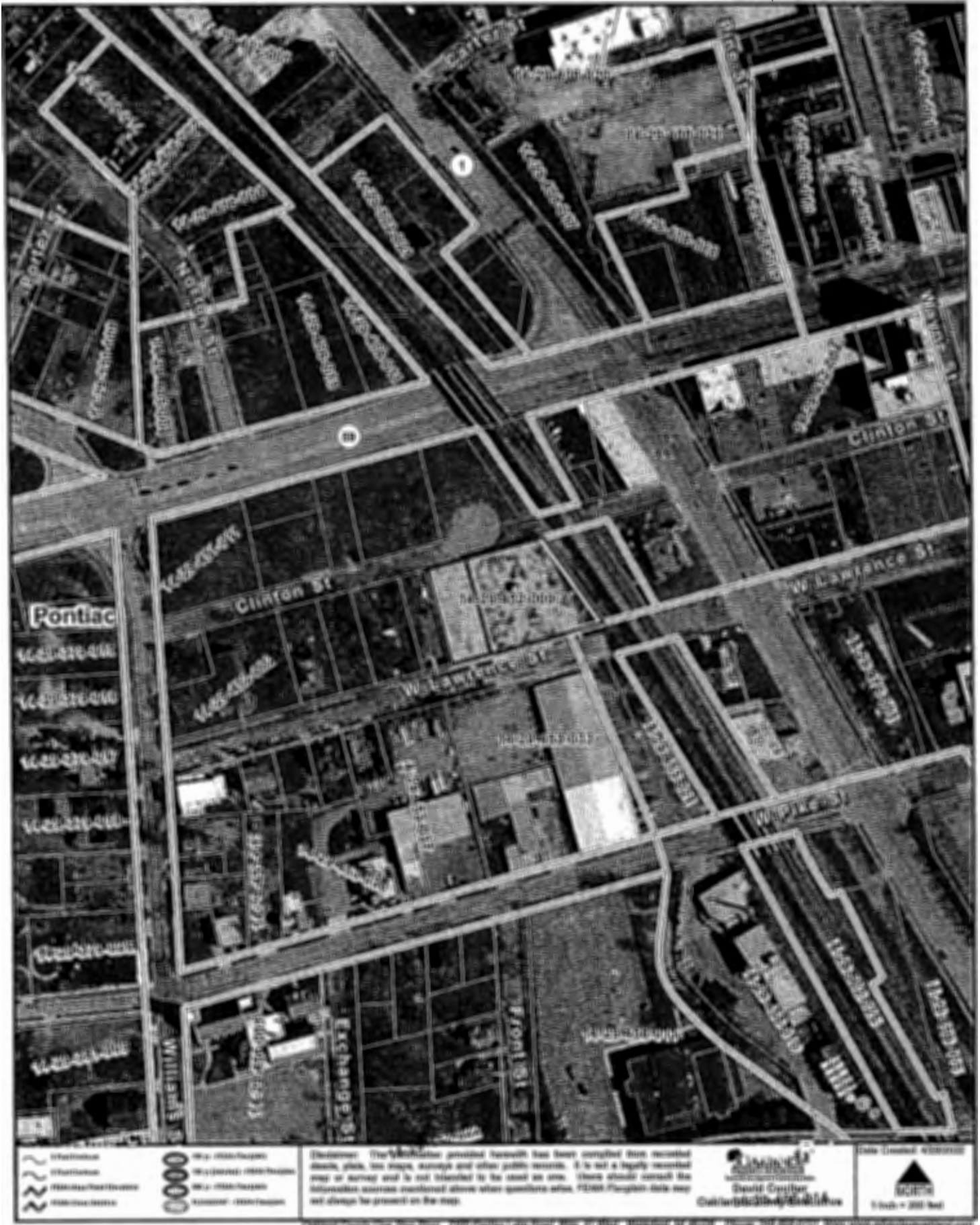
EXHIBIT B
Zoning Map Amendment

EXHIBIT C

Conditional Rezoning Plan

(to be inserted if required)

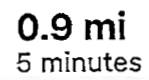
108 W Lawrence



Disclaimer: The information provided hereon has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. TOWN OF PONTIAC, MI. This map was always be present on the map.







1



In 700 feet,
Turn right onto Williams St

2



In 450 feet (2 min),
Turn right onto W
Huron St

3



In 900 feet (1 min),
Turn right onto
Woodward Ave

4



In 0.4 miles (1 min),
Turn left onto W
Judson St



118 W Lawrence
St, Pontiac



31 E Judson St, Pontiac

112 PIKE LLC
5444 Fairway Court
West Bloomfield, Michigan 48323

May 3, 2022

Pontiac Planning Commission
City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342

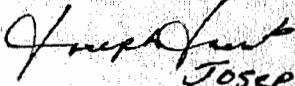
RE: Conditional Zoning Amendment ZMA 22-02

Dear Commissioners:

On behalf of the ownership of 112 PIKE LLC which is located at 112 W Pike Street, Pontiac MI 48341 we have learned of the above referenced Conditional Zoning Amendment for properties 108/118 W Lawrence Street, Pontiac MI 48341. We fully support this matter and are looking forward to seeing the building located directly across from our property undergo much needed improvements.

We have been in positive discussions with Mr. Nassar's group regarding leasing/utilizing the parking lot to the west of our property that is directly across from his building. Additionally, we are in support of allowing Mr. Nassar's traffic access from Pike Street via our parking lot that is situated between W Pike and W Lawrence. Mr. Nassar's investment to convert the existing use to marijuana processing and grow facility will improve the immediate area. As such, please accept this letter to express our full support for this project.

Sincerely,


Joseph Jacob, Partner 112 Pike LLC.

112 PIKE LLC

John Haughton
1575 Kensington Road
Bloomfield Hills, Michigan 48304
pontiacproperties@gmail.com

April 21, 2022

Pontiac Planning Commission
City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342

Regarding: Conditional Zoning Amendment ZMA 22-02

Dear Commissioners:


I own 130 W. Lawrence Street that is located directly next door to 108/118 W. Lawrence Street. I have received notification that the new owner Mr. Fadi Nassar is committed to redeveloping the 130 W. Lawrence into a marijuana processing and grow facility. As such, please accept this letter to express my full support for this project.

I am extremely excited to learn that Mr. Nassar has finally taken the initiative to turn this building next door into a viable project that will create jobs and improving the betterment of Lawrence Street and the community as a whole.

I also own these properties in Pontiac:

- 450 Harper Street
- 1120 Cherrylawn Drive
- 388 N Saginaw Street
- 317 W Huron Street
- 429 N Johnson Street
- 1169 Cherrylawn Drive
- 321 W Huron Street
- 561 E Monthcalm Street
- 853 Miles Street
- 45 Poplar Avenue
- 15 E Howard Street
- 233 W Pike Street

Respectfully,


215874

05-03-2022

John Haughton

Ronald K. Gay
146 W. Lawrence St.
Pontiac, MI 48341
ron@gthree.net / 248-762-3511

May 2, 2022

Pontiac Planning Commission
City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342

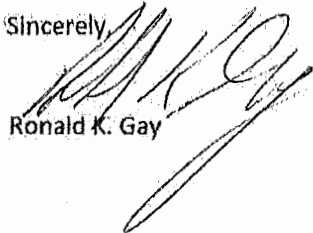
RE: Item ZMA 22-02-Conditional Zoning Map Amendment

Dear Commissioners,

I am writing to express my support of the proposed amendment relating to the property located at 118 W. Lawrence Street, in Pontiac. I understand the owner, Fadi Nassar, would like to renovate the property so that he can operate a state licensed grow and processing facility.

I am the only owner-occupied residence on W. Lawrence Street. I have been here since 1986. Our street is in great need of conscientious owners and residents. Mr. Nasar's business would be a welcome asset to a neighborhood in need of investment. Please give this proposed amendment my full support. Feel free to contact me with questions.

Sincerely,



Ronald K. Gay

**MONARCH INVESTMENTS LLC
18 W Huron Street
Pontiac, Michigan 48342**

May 3, 2022

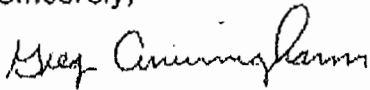
Pontiac Planning Commission
City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342

RE: Conditional Zoning Amendment ZMA 22-02

Dear Commissioners:

As a group that has been committed to the betterment of the Pontiac community for many years. We fully support the above referenced Amendment that will allow for the repurposing of the vacant building at 118 W Lawrence Street and transform it into a grow and processing facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Cunningham".

Gregory J Cunningham
MONARCH INVESTMENTS LLC

May 4, 2022

Pontiac Planning Commission
City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342

CONDITIONAL ZONING AMENDMENT ZMA 22-02

Honorable Commissioners of the City of Pontiac:

As a lifelong resident of Oakland County, Michigan, I have been a first-hand witness to the many ups and downs that the great City of Pontiac has experienced. It was through the lens of these experiences that I chose to invest in downtown Pontiac - what I truly believe to be the next come-back major city center in SE Michigan.

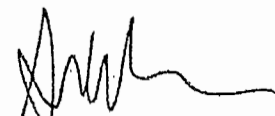
I have recently acquired the tallest and one of the most prominent buildings in the city. My team and I are currently in the process of renovating the property into a multi-use commercial and residential all-in-one luxury property. As such, any improvements to the surrounding areas is not only welcomed, but should be encouraged by the City, investors like myself, and all those with a interest in a better Pontiac.

I have known Fadi Nassar for some time and I can personally attest to his commitments to his projects, and his ability to deliver a finished product which the entire community can be proud of. I am very familiar with the property subject to your consideration for a zoning variance. It has been sitting vacant for some time and its redevelopment will certainly face many challenges. Therefore, I am asking that this honorable commission find favorably in helping Mr. Nassar obtain the City's full and unconditional approval for his request variance(s).

Through your help and approval, along with the hard work and capital being invested by people like myself and Mr. Nassar, I am hopeful that Pontiac's best days are ahead of us all.

Thank you for your time and attention to this important matter.

Loft Holdings, LLC
c/o D. Hanna & Co., LLC



Daren P. Hanna, Esq.
Managing Member

Lawrence Industries LLC

Trucenta LLC

108 & 118 Lawrence Street, Pontiac MI 48341

Processor Application

INVENTORY & RECORDKEEPING PLAN and TECHNOLOGY PLAN

PLAN INCLUSIONS

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Part I: Internal Quality Control and Quality Assurance

Weights and Measurements

All weighing will be conducted under constant supervision and 24-hour video surveillance. Surveillance equipment will be strategically installed to capture all physical weighing and the values depicted on the scale. Scales will be calibrated annually by an independent, Department-approved third party using National Institute of Standards and Technology (NIST)-traceable reference weights.

In addition to surveillance and restricted access, Trucenta will introduce measures to prevent diversion within the inventory control SOPs, including recurring inventory audits, and weighing bulk storage containers prior to and after packaging. Any discrepancies in weight that cannot be attributed to dehydration or re-hydration will be reported to the Inventory Manager. To eliminate scale variance, the packaging supervisor will coordinate periodic scale calibration and maintenance, and will retain records of scale certificates for review upon request. Employees will be trained on proper scale use including: keeping scales still; limiting scale plate disruption; and leveling the scale. Discrepancies in inventory leading to the belief of theft or loss of marijuana product, or any criminal activity, will be reported to the Department, state police, and local law enforcement within 24 hours.

The Trucenta Quality Assurance Liaison will work closely with a licensed and approved testing laboratory to fully implement QC/QA protocols. The primary focus during manufacturing processes is to prevent, identify, and remediate the most common quality control issues in marijuana processing:

- Calculation errors
- Lack of batch accuracy
- Improper storage
- Failure to perform quality assurance checks

Quality control measures will be conducted during extraction and manufacturing processes, including visual observation and assessment. Furthermore, extracted oil and formulated products will be tested for homogeneity, potency, and microbial contamination to verify product safety and consistency.

Trucenta will perform internal quality assurance and quality control procedures to verify process development, product consistency, safety and cleanliness of product, and cannabinoid concentrations and ratios. The Quality Assurance Liaison is responsible for processing facility inspections and approval or rejection of marijuana through each step of processing and product manufacturing.

Marijuana products will be sent to a state licensed and approved safety compliance facility to test for cannabinoid potency, adulterants, or other potential contaminants. Prior to sample preparation for testing, all laboratory scales and balances are to be calibrated and verified daily to confirm measured weight of marijuana. Samples will be taken from a fully homogenized mixture of marijuana products to verify uniformity and accurate dosages. Samples prepared for testing will be aliquoted into .5- to 1-gram sample sizes, and handled in a sterile

and clean environment in order to limit the introduction of adulterants or contaminants prior to testing.

Results will be analyzed by the Quality Assurance Liaison, and approved marijuana products will be ready for transport to a licensed sales location. Test results received from a safety compliance facility will automatically be recorded into METRC and documented in a COA for each production lot for marijuana product.

Potency Limits on Products

Trucenta will produce marijuana infused products within the allowed THC potency limits set forth by the Department. Pursuant to Rule 420.404, marijuana-infused products will not exceed the maximum THC levels established by the Department.

Part II: Packaging and Labeling Practices: Inventory Control

Trucenta recognizes that it has a duty to package its products in a way that furthers patient and public safety. Pursuant to Rule 420.504, marijuana-infused products will be pre-packaged and properly label before sale or transfer. Packaging will preserve the safety and integrity of marijuana prior to delivery to a licensed sales location or licensed safety compliance facility. Trucenta has developed a comprehensive plan based on industry best practices to ensure that the proper packaging and labeling of all marijuana at the facility will follow the process prescribed for its intended destination.

Packaging/Labeling Team

The Packaging/Labeling Team includes the Extraction/Processing Manager, Packaging/Labeling Technicians, Inventory Manager, and Quality Assurance Liaison. A thoroughly trained, efficient Packaging/Labeling Team is the keystone to a successful quality assurance control measure.

Packaging/Labeling Technicians : The Packaging/Labeling Technicians will package and label marijuana in accordance with all policies regarding proper storage, inspection and quality control. Packaging/Labeling Technicians are responsible for accurately weighing, packaging and labeling all marijuana products and maintaining cleanliness and sanitation of all packaging supplies, equipment, and surface areas.

The Packaging/Labeling Team will use standardized machinery to ensure accurate and consistent packaging and labeling of all marijuana products. Manual packaging and labeling techniques will be used when necessary and semi-automatic equipment will be utilized to increase efficiency of filling, capping and labeling applicable containers.

Batch Testing

Pursuant to 420.304, once a package of marijuana product is received or purchased in METRC, and Trucenta proceeds to process the marijuana product in accordance with the scope of the processor license, the act, and the state rules, the marijuana product will be given a new package tag anytime it changes state or is incorporated into something else. Once the marijuana product in its final state is created, a sample of the product batch will be tested pursuant to Rule 420.304, with an authorized employee from the safety compliance facility present at the time the sample is taken.

As a Trucenta policy, production batches awaiting testing will not be packaged until testing shows that the product meets the state's requirements and no product will be transferred until after test results indicate a passed test. Marijuana inventory in all of its forms will be stored at the processing facility in a secured limited access area or restricted access area, and identified and tracked consistently with METRC under the act, the marijuana tracking act, or these state rules. Batches awaiting testing will be properly labeled and placed in a quarantine area labeled "AWAITING TEST RESULTS" away from any other marijuana product, pursuant to Rule 420.304, and the testing of the product will be indicated in METRC. Upon testing showing a passed test, the batch will be released to be packaged and labeled. The THC level of the batch will be listed in METRC and the associated tag identification will be noted to be included with the testing information on the label of the product.

If a sample fails testing, two (2) subsequent retests will be performed consecutively and both must give passing results in order to be eligible to proceed to sale or transfer. If both retests pass, then the batch will be removed out of quarantine and eligible for sale or transfer. If one (1) or both retests fail, then the marijuana product will be destroyed, pursuant to Rule 420.306. Marijuana product that is in a final package or has originally failed a pesticide or microbial test will not be eligible for a retest and will be destroyed.

Labeling Requirements

Because meticulous labeling plays such a critical role in both the safe consumption of marijuana and in the consumer education process, all packaging and labeling will be conducted exclusively by a team of highly trained employees, and all activity will be monitored by video surveillance. All marijuana will be packaged and labeled to maintain integrity for its expected shelf-life. Labeling will be clear and informative, indicating the marijuana form and associated volume and dosage, cannabinoid profiles, expiration date, and other required elements as outlined below. Pursuant to Rule 420.403, infused products produced or packaged at the facility will be labeled with the following information, at a minimum, prior to transfer to a sales location:

- Producer: Trucenta name and license number, including business or trade name, and tag or source number as assigned by METRC.
- Entity that packaged the product: Trucenta name and address
- The name of the marijuana-infused product.
- The ingredients of the marijuana-infused product, in descending order of predominance by weight.
- The net weight or net volume of the product expressed in United States customary and metric units.
- THC level, per serving and per container, and its associated tag from the identification from METRC when sample was tested by a safety compliance facility.
- Concentration of CBD
- The unique identification number for the package or the harvest if applicable.
- Date of harvest.
- Name of strain.
- Activation time expressed in words or through a pictogram.
- Name of the safety compliance facility that performed any test, any associated test batch number, and any test analysis date.
- Universal symbol published by the department.
- A warning that states all the following:
 - "For use by registered qualifying patients only. Keep out of reach of children."
 - "It is illegal to drive a motor vehicle while under the influence of marijuana."
 - "National Poison Control Center 1-800-222-1222."

Product Packaging

Regardless of the delivery destination, Trucenta will ensure all marijuana is packaged in childproof, tamper-evident and light-resistant packaging prior to distribution to a licensed entity.

Standards for effective resistance of packaging provides mitigation and elimination of risk of marijuana exposure to minors. Additionally, Trucenta will strive toward implementing packaging materials that will protect the marijuana product from light, oxygen, and contamination, and will not impart any toxic or harmful substances. This will aid in maintaining the integrity and stability of the marijuana during storage periods and transport. Standardized machinery will be used to ensure accurate and consistent packaging and labeling of all marijuana products, and will be cleaned and sanitized to food safety standards between handling of differing batches or lots.

Distribution

Before shipment occurs, the Inventory Manager will review and confirm that the shipment has been prepared properly, ensuring that each package: has a clearly printed and accurate label; is intact and closed; meets the Trucenta SOPs and regulatory quality assurance standards; is within a secure transport container and kept under video surveillance until deemed ready for transport; is prepared for delivery, accurately identified, and the transfer is registered within METRC. The tracking identification number that is assigned in METRC must be affixed, tagged, or labeled and recorded, as well as any other information required by the Department, the act, and state rules is included. Containers used to store marijuana products for transfer or sale between marijuana facilities will be clearly marked, labeled, or tagged, and enclosed on all sides in secured containers that latch or lock in a manner to keep the contents of secured within, pursuant to Rule 420.212.

Products cleared for distribution will be stored under video surveillance until transport. Transport will occur only when a secure transport vehicle enters the facility through bay doors in order to be loaded with the transport delivery. Marijuana product will be transported in a locked, secured, sealed container that is not accessible while in transit.

Inventory Control and Auditing

Trucenta will audit the Inventory of marijuana products on a weekly basis to ensure the accountability of marijuana and to prevent the occurrence of theft and diversion. The inventory audit will include a complete review of employee best practices during processing and manufacturing, marijuana received from a grower, marijuana product inventory controls, non-marijuana materials and supplies, and waste disposal.

Technology

Trucenta utilizes LeafLogix, a METRC Approved Vendor, as our Cannabis Sales Platform which integrates with the METRC API. Additional information demonstrating how Trucenta will use LeafLogix to meet its Technology Plan requirements is attached as **Exhibit 1**.

Inventory Audits

The Quality Assurance Liaison (QAL) will conduct inventory audits to ensure accountability and accuracy of on-hand marijuana. These audits are intended to record and reconcile in-progress-inventory, acquisitions, sales, quarantines, and disposals, to limit the opportunity for diversion or theft of marijuana. During an audit, the QAL will:

1. **Count:** physically count marijuana and marijuana products
2. **Record:** keep written accounts (both analog and digital) of the physical count
3. **Reconcile:** compare findings of physical count to the purported on-hand inventory report from METRC
4. **Report:** report audit data internally, and alert management and the Department of any egregious discrepancies that cannot be explained

Inventory audits provide an opportunity to conduct quality control reviews, ensuring that all marijuana in the inventory are safe for consumption. If any marijuana product or package of material is damaged, unusable, or otherwise compromised, the QAL will quarantine the item in question, and prepare the marijuana or material for disposal. The destruction and disposal of these quarantined products will be recorded in METRC immediately after the disposal. The QAL will investigate and explain any shortages that are discovered during these audits and will reconcile the inventory listed in METRC with the inventory physically present. The audit process and frequency is outlined within the table below:

Frequency	Audit Description by Type/Frequency
Weekly Audits	The QAL will conduct a full, manual inventory of all material that is ready for distribution. With the physical count, the Extraction/Processing Manager will also account for any sales or destruction conducted that week, and provide a record to the QAL. That record shall include, but is not limited to: date of sale, license number and name of the receiving entity, batch-specific identifiers, strain name, weight, and the method of destruction- if applicable. Once the weekly audit is completed and all records accounted for, the QAL will summarize, date, and sign the audit.
Monthly Audits	Each month, the QAL will conduct a physical count of all marijuana products in the facility, in accordance with Generally Accepted Accounting Principles (GAAP). The audit findings will be recorded internally and maintained with cultivation records.
Random Audits	The QAL will occasionally perform spot-check audits that are unplanned and unannounced. These may include choosing a unique identification number within METRC and ensuring that it's physical location within the facility matches that reported in METRC.

Audit Response

If a discrepancy occurs between recorded inventory levels in METRC and physical material accounted for, an internal audit and investigation will occur, which includes review of surveillance footage and inventory records. If there is an error in the inventory, the Quality Assurance Liaison will create a report, advising the Management Team on the source, proper

course of action, and recommendations to avoid issues in the future.

Depending on the findings of the audit, and in consideration of Rule 420.804, if theft or loss of any marijuana product or other criminal activity is observed, we will notify the Department, state police, and local law enforcement authorities within 24 hours. Trucenta will communicate and cooperate with the Department and law enforcement agents, and complete a draft report of missing inventory including: name and address of the facility; amount and type of material lost or stolen; date, time, and circumstances of the loss or theft; date the loss or theft was discovered and by whom; person responsible for the loss or theft, if known; and any other information relevant to establishing cause of the loss or theft. If an employee is suspected of diverting marijuana, they will be suspended immediately and the Department and law enforcement contacted pending an investigation.

EXHIBIT 1
TECHNOLOGY PLAN

LeafLogix

SEED TO SALE CANNABIS ERP

Module Features & Pricing Proposal

All Pricing Per Product, Per Location Unlimited Users



Confidential

PRODUCT OVERVIEW: THE POINT OF SALE PRODUCT

Our user friendly POS product facilitates customer conversion and optimizes sales while considering regulatory constraints

FEATURES

- ✓ Intuitive touch screen design and dedicated register and employee logins
- ✓ Build customer profiles including medical information, identification documents, purchase history, product preferences, customizable notes
- ✓ Patient check-in
- ✓ Easy returns and pre-orders
- ✓ Build loyalty and discount programs
- ✓ Automatic label creation and printing
- ✓ Detailed sales reporting and analytics history & by product/customer
- ✓ Regulatory compliance protection such as automatic over-selling prevention and expired patient ID safeguards
- ✓ Integrated communication with BioTrack, Leaf Data and METRC state systems

PRICING

- ✓  per month paid Quarterly
- ✓  one-time implementation




PRODUCT OVERVIEW: THE E-COMMERCE PRODUCT

Our E-Commerce Product offers clients an **attractive online e-commerce interface** for an **additional channel** to end consumers and patients.

FEATURES

- ✓ Ready-to-go attractive end consumer facing site
- ✓ Real-time inventory allocation and availability
- ✓ Request end customer access controls
- ✓ No transaction-based fees
- ✓ Automatic best sellers listing on customer screens
- ✓ Customer-specific "recently viewed and purchased" listing on customer screens
- ✓ Built-in regulation violation prevention with customer profiles
- ✓ Patient and customer history
- ✓ Easy end customer re-ordering from history
- ✓ Easy order status tracking by end customers and client

PRICING

- ✓  per month paid Quarterly



PRODUCT OVERVIEW: THE BUSINESS INTELLIGENCE PRODUCT

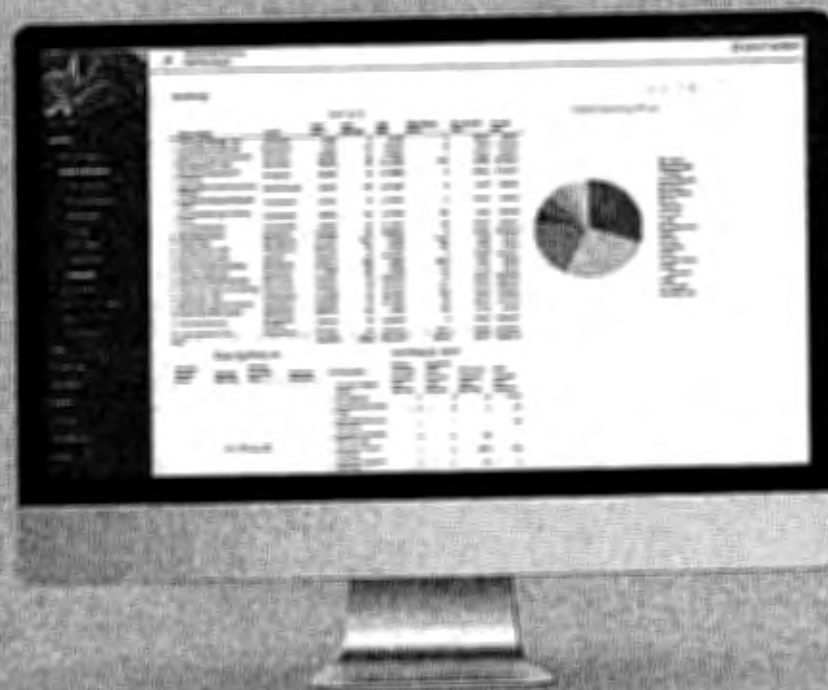
Our BI Product offers comprehensive suite of user-controlled reporting throughout the entire organization.

FEATURES

- ✓ Full suite of product-driven reports
- ✓ Custom reporting & graphs
- ✓ Intuitive dashboards
- ✓ Scheduled reporting
- ✓ Financial reports
- ✓ Corporate Reporting Across Licenses, Locations, Regions

PRICING

- ✓ ☐ per month paid Quarterly
- ✓ ☐ one-time implementation



Trucenta LLC

Processor Application

MARKETING PLAN

PLAN INCLUSIONS
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Part I Marketing Plan

Page 1

Part I: Marketing

The marketing and sales strategy of Trucenta will be based on generating long-term personalized relationships with cultivators, sales locations and other processors. In order to achieve that, we will ensure that we offer high quality medical marihuana products at lower prices compared to what is obtainable in the regulated market. We know that if we are consistent with offering high quality medical marihuana products and excellent customer service, we will increase the number of our customers by more than 25% for the first year and then more than 30% subsequently.

Before choosing a location for our medical marihuana processor facility, we conducted a thorough market survey and feasibility studies in order for us to be able to adequately integrate into the City of Warren. We have detailed information and data that we were able to utilize to structure our business to attract the clients and vendors that are necessary for continued business at any given time.

We have hired experts who have a solid understanding of the marihuana industry to help us develop marketing strategies that will allow us to achieve our business goal of winning a larger percentage of the available market in Michigan. We do not view hiring the best hands in marketing as a waste of money; rather we see it as a wise investment that will guarantee a large return in the long run.

In summary, Trucenta will adopt the following sales and marketing approach to win clients and vendors;

- Introduce our business by sending introductory letters to licensed sales locations and licensed growers
- Leverage the internet to promote our business
- Engage in direct marketing
- Leverage word of mouth marketing (referrals)
- Attend conferences / exhibitions / expos

Publicity and Advertising Strategy

We will attempt to intensify the publicity for our business. We are going to explore all available conventional and non-conventional means to promote our marihuana business.

Listed below are the platforms we intend on leveraging in order to promote and advertise:

- LeafLink Financial Marketplace
- Sponsor relevant community programs
- Leverage on the internet and social media platforms like; Instagram,
- Facebook, Twitter, YouTube, Google+, et al to promote our brand

That said, in compliance with MRA Rules, and for the integrity of our brand, Trucenta will always advertise its products truthfully and lawfully. Our medical marijuana products will be advertised as "medical marijuana" and marketed only to registered patients and caregivers. Products will not be advertised so as to be visible to members of the public from a public place and all advertisements will comply with local rules and zoning ordinances.

We will take particular care not to market our product to minors and will ensure that our products are neither shaped nor labeled so as to appeal to minors. To that end, and in compliance with MRA Rules, no marijuana product we produce will be easily confused with candy or use the word candy or candies on its labeling. Our product will also not be associated with or have cartoons, caricatures, toys, designs, shapes, labels, or packaging that would appeal to minors nor will it be in the distinct shape of a human, animal, or fruit or a shape that bears the likeness or contains characteristics of a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings. Finally, all of our product will be in resealable, opaque, child-resistant packaging.

Trucenta LLC

Processor Application

STAFFING PLAN

PLAN INCLUSIONS

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Part III	Employee Records	Page 8
Part IV	Number of Employee & Hours of Operation	Page 9

Part I: Processor Roles and Responsibilities

Staffing and Hiring

Before a position can be filled or added, the manager looking to add the position must receive approval from their supervisor and operational members of the executive team. Once approval for the new personnel member has been granted, the employee responsible for hiring must post the associated job description in the facility office, affording internal employees the opportunity to view the open role and to discuss possible career advancement with their manager. If qualified candidates are identified within the company, those employees will be interviewed first. If a qualified candidate is not identified, or not selected during the interview, the hiring employee will then post the position within the community. We will report material, personnel changes to the MRA, as necessary, in accordance with Rule 420.602.

Pre-Employment Screening

Candidates for employment will be screened in numerous ways to ensure that the most qualified candidates are offered roles within Trucenta. Interested individuals will be screened and compared to a report generated by the MRA to determine their eligibility, with consideration for Rule 420.602. Once eligible for employment, candidates will: submit a resume and cover letter for formal review; participate in a Round One Phone Screen; participate in a Round Two Phone Screen, conducted by a different member of our team; submit a minimum of three references; participate in a Round One In-Person Interview and, in some cases, participate in a Round Two In-Person Interview. Pre-employment screenings will focus on reviewing the candidate's employment history, related experience, educational experience, and conducting a criminal history background check. Screenings and background checks will be conducted for all potential employees, ensuring that only qualified individuals with no disqualifying offenses are employed. The results of all criminal history background checks will be retained within our records, per Rule 420.602, and made available to the MRA upon request.

Processor Team Roles and Job Responsibilities

Several high-level positions within the Trucenta Processor Team have been filled, resulting in a management team of qualified, experienced professionals who are knowledgeable in a wide range of subject areas, as well as the open roles to be filled post-licensure.

Roles to be Filled Post-Licensure

Processing Manager

The Processing Manager will be responsible for directing, scheduling, and organizing the Packaging/Labeling Technicians. They will work on creating a vision for new product lines. Additionally, they will ensure proper preparation and execution of processing & packaging of products in accordance with the state and local laws and regulations. This position will assist with the creation of batch production records and labels, ensuring that appropriate information

is listed accurately, correctly, and in accordance with the state laws and regulations. The Processing Manager is also responsible for:

- Implementing a production schedule aimed at utilizing the full potential of the facility to produce a consistent, quality, final product;
- Working with the Quality Assurance Liaison to ensure consistency and efficacy of products through quality control testing and procedures;
- Working with the Inventory Manager to ensure that all marihuana and marihuana product is tracked and recorded in METRC throughout each step in processing and manufacturing;
- Delegating all assigned duties required to ensure a clean and safe production facility;
- Overseeing the sanitation of all production equipment and tools including work space, extraction and processing equipment, containers, and appliances;
- Working with a licensed safety compliance facility to send samples for regular testing of product and documenting results for compliance with state regulations;
- Providing well-organized and detailed reports summarizing performance specific analytical data;
- Creating reports and appropriate documentation in regard to employee performance and product discrepancies;
- Analyzing and organizing product batches and lots to ensure standardization and adherence to all Standard Operating Procedures (SOPs);
- Participating in training concerning MIOSHA worker-safety regulations and ensuring compliance with MIOSHA policies; and
- Maintaining overall employee safety during extraction and processing procedures.

Quality Assurance Liaison

The Quality Assurance Liaison is responsible for the development, implementation and ongoing monitoring of quality assurance and control systems in strict compliance with the regulations. In conjunction with the Processing Manager, they will provide final approval for each production batch to be released for transfer or sale to a licensed sales location. The Quality Assurance Liaison will be responsible for initiating root cause investigations related to deviations from Standard Operating Procedures (SOPs) or batches that fail testing requirements. They will also be in charge of research and development of analytical techniques, and oversight of proper calibration of equipment on a routine basis. The Quality Assurance Liaison is also responsible for:

- Developing, updating, and maintaining Standard Operating Procedures (SOP) and Quality Manuals;
- Supervising the Internal Testing Lab Technician;
- Reviewing certificates of analysis (COA) and results of laboratory tests for compliance;
- Investigating product non-conformances;
- Conducting material reviews for complaints, and document findings and responses; and
- Conducting routine inspections of the facility to ensure quality assurance and control.

Inventory Manager

The Inventory Manager will be responsible for ensuring that trim, flower, extract, and manufactured product inventory is accurate at all times. This position will also manage the

logistics of outbound deliveries and coordinate inbound deliveries of materials such as flower or trim purchases. The Inventory Manager is also responsible for:

- Ensuring that all inventory lists are accurate each day and reporting inventory daily;
- Performing data entry in METRC, ensuring accuracy and compliance at all times;
- Serving as the point person for all delivery questions, concerns or issues;
- Coordinating inventory audits and reconciliation;
- Maintaining adequate inventory of processing facility supplies and materials;
- Developing projection reports for extraction; and
- Communicating projected inventory to superiors and corresponding teams.

Packaging/Labeling Technicians

The Packaging/Labeling Technicians will package finished product for transfer or sale to a licensed sales location, either manually, or using semi-automatic equipment.

Packaging/Labeling Technicians are also responsible for:

- Packaging product into child-resistant and tamper proof packaging, ensuring capping and accurate weight or volume amounts;
- Labeling product in compliance with all applicable regulations and SOPs;
- Verifying quality and accuracy of containers, ensuring that contents are safe from contamination;
- Maintaining proper hygiene and cleanliness protocols;
- Maintaining inventory for packaging and labeling products; and
- Notifying the Inventory Manager when supplies need to be ordered.

Changes in Employment Status

Upon hire and employment, pursuant to Rule 420.602, employees will be registered in our METRC, the state-selected monitoring system, and given a unique Identification number assigned by the MRA. Employees will also be required to report a change in their criminal history status that occurs while employed. This will ensure that all individuals employed within our facility are, indeed, eligible to operate in a marihuana facility with regards to the guidelines set forth by the state of Michigan. If an employment agreement is terminated, the employee will be removed from our METRC and all access rescinded.

Part II: Processor Training Plan

Overview

We will hire qualified, passionate employees, and believe this combined experience will guide our efforts to becoming one of the most efficient and high quality Processing facilities in Michigan. We look forward to bringing additional staff onto our team and will pay great consideration to the initial and continued training of employees, to ensure both their success as individuals and as team members. Employee training will occur in a classroom setting and through hands-on learning at the facility.

Employee Onboarding

Once hired, and with consideration for Rule 420.602, employees will participate in new employee onboarding including training related to the employee handbook, and an introduction to the training that will occur initially and as their career progresses. Employees will participate in company-wide trainings focused on topics that impact all employees, regardless of position. Employees will also participate in Job Specific Training, whereby the employee will be trained on the specific functions of their role within the grower facility.

Company-wide Training

The following trainings are required by all employees, including those who work in administrative positions that do not handle marihuana. Trainings may be co-developed, where applicable, by third-party organizations such as local law enforcement, or a certified Michigan Occupational Safety and Health Administration (MIOSHA) Trainer.

Training Topic	Time Allotted	Company-wide Training Description
Employee Handbook Training	<i>3 hours</i>	A requirement within two weeks of joining the company and will cover compliance, laws governing the program, employee benefits, and employer policies and procedures.
Fire Safety Training	<i>2 hours</i>	Addresses the roles of employees as it pertains to understanding of the various threats and hazards that are most likely to cause a fire within the facility, as advised by MIOSHA's Fire Safety in the Workplace curriculum.
Chemical Spill and Safe Handling Training	<i>3 hours</i>	Addresses the roles of employees pertaining to chemical spills, such as preventative measures, SDS/MSDS sheets, and the four most common events resulting in a chemical spill including chemical storage, transport, handling, and disposal.

Medical Emergency Training	<i>2 hours</i>	All employees will be trained to identify medical emergencies and to respond accordingly. Response includes notifying proper members of management as well as Medical Emergency First Responders.
Security and Armed Robbery Training	<i>10 hours</i>	We feel strongly that all team members should understand the security measures in place at the facility and each employee's response in the event of a security event including, but not limited to, armed robbery. Employees whose roles require it will also be trained on the most effective and safe methods to open and close the facility.
Record Keeping and Inventory Training	<i>4 hours</i>	A record keeping and inventory training will ensure that all employees understand the current regulations governing record keeping and inventory management; and how to accurately, and securely, store records in both physical and digital form.
Sexual Harassment Training	<i>3 hours</i>	This training will be held annually in order to ensure that: (1) all employees understand our commitment to building a safe workplace and our zero tolerance policy and; (2) employees understand what sexual harassment looks and sounds like so that this type of harassment can be detected and addressed immediately.
Affirmative Action and Diversity Training	<i>3 hours</i>	Affirmative Action Training will be held on site for all team members. This training is designed to educate employees on the importance of diversity and the importance of treating all employees with respect. We believe that when diversity is celebrated, all employees can feel more included and safe within the work environment.
Conflict Management Training	<i>4 hours</i>	This is a mandatory training for all management level employees so that they may have the skills needed to resolve conflicts in the workplace, resulting in a safer environment for all employees.

Diversion Prevention and Recognition Training	<i>4 hours</i>	Employees will be trained to recognize signs of diversion by both internal employees and external threats, such as unusual behavior among colleagues, visitors or vendors, or community members. Other signs may include, but are not limited to: employees showcasing a sudden change in financial circumstances; employees removing items from the facility including marihuana; employees frequently leaving their work area to use the restroom while handling material; employees candidly expressing interest in theft or asking frequent questions about the facility's security measures.
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Job-Specific Training

In addition to the company-wide trainings, Job-Specific Trainings are required by all members of the grow team, and will begin within ten business days of an employee's start date. Trainings may be held on an individual or group basis, depending on the subject matter. Trainings include:

Training Topic	Time Allotted	Job-Specific Training Description
Marihuana Waste Rendering	<i>2 hours</i>	Employees that will be responsible for rendering marihuana waste unusable will be trained on the proper method of destruction, including safety training for the operation of the commercial chipper used during rendering.
Sanitation Training	<i>3 hours</i>	Maintaining a clean facility and adhering to strict sanitation requirements is critically important and will be thoroughly reviewed during training.
Mock Recall Training	<i>2 hours</i>	We will conduct a mock recall annually, or whenever there are significant changes to personnel or operations. For purposes of the mock recall, the facility will select a product that has been distributed and changed custody, and will practice tracing the product from the point of planting to transfer and sale. The Quality Assurance Liaison will oversee the training and will verify that all employees understand the importance of swift action and communication with those affected.
Specialized POS/METRC Software Training	<i>4 Hours Twice Annually or After</i>	Specialized Software training will train employees how to use the various software programs including METRC™, and the Point of Sale (POS) and recordkeeping system, allowing for seamless use of reporting documents.

	<i>Software Updates</i>	

Continued Training and Employee Development

We are committed to upholding compliance and operational standards, as well as fostering employee education and growth. Employees, including those not in direct contact with medical marihuana, will have the opportunity to participate in ongoing training and company-sponsored seminars, designed to create a culture of safety that exceeds industry expectations and standards. Examples of company seminar topics include, but are not limited to, the following:

Training Topic	Time Allotted	Continued Training Description
OSHA General Industry	<i>Course-Dependent</i>	As needed, we will coordinate Occupational Safety and Health Administration (OSHA) trainings provided by certified OSHA instructors in the state of Michigan (MIOSHA), and includes recognition, avoidance, abatement, and prevention of safety and health hazards, workers' rights, and employer responsibilities.
CPR / First Aid / AED	<i>8 hours</i>	Employees will be able to attend a training that covers cardiopulmonary resuscitation, basic first aid skills, operating an automated external defibrillator, responding to medical emergencies, and notifying first responders.
Management /Leadership Development Training	<i>4 Hours</i>	We will pursue continual training and development of our managerial staff by coordinating with local entities that train on adherence to labor laws and provide tools to effectively manage, lead, and inspire employees to abide by company standards and pursue goals.

Training Review and Revisions

Employees will receive continual training in the form of in-depth, practical training within their area of focus, guided by supervisors and managers. As needed, employees can refer back to the training materials and employee handbook for instruction or a review of procedures. Training, like standard operating procedures, will be systematically and continuously assessed for accuracy and relevance. If a training is updated, all employees will be re-trained and a notation made in their employee file regarding the status of their training and education while employed.

Part III: Employee Records

Employee Records will be maintained for all employees so the Company and MRA has access to Employee Records and which employees have completed trainings, and whether or not additional trainings will be necessary for an employee based on insufficient scores on required assessments. Employee Records will be kept on file in accordance with our recordkeeping plan, HR policies and MRA rules. Our proposed processor is committed to maintaining a transparent and fully accountable set of employee records for internal and external audits, and review by the MRA at all times. All employee records, employee training and certifications will be maintained by the Human Resources (HR) MRA.

All physical documents concerning employees will be stored in the Document Storage Area of the office, located in the restricted access area of the proposed processor. All physical records will be retained for a minimum of two years and available for immediate retrieval upon request by the MRA or any other authorized authority.

Part IV: Employee Records

Shifts shall consist of 200 employees per shift with hours of operation from 9:00 am to 9:00 pm, adding a third shift with an additional 200 employees from 9:00 pm to 3:00 am at a later date.

#11

COMMUNICATION

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COMMUNICATION

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COMMUNICATION

IDENTIFY YOUR DREAM IN PARTNERSHIP PRESENTS THE

GET OUT THE VIOLENCE

12TH ANNUAL

VIOLENCE MARCH
AND RALLY

MAY 30

11AM - 2PM

FREE

FOOD, MUSIC,
FUN FOR KIDS.

HEALING THE *COMMUNITY*:
ONE HEART AT A TIME

MEET US AT

PONTIAC CITY HALL
47450 WOODWARD AVE.
PONTIAC, MI 48342

FOR MORE INFORMATION, CONTACT DELEAH SHARP @ IDYOURDREAM@gmail.com

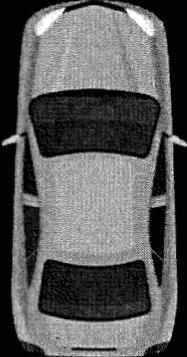
WWW.IDENTIFYYOURDREAM.ORG

#14

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#15

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Michigan Department of State
ROAD TO RESTORATION
CLINICS

Friday, June 10, 2022

9 a.m. to 5 p.m. at
Flagstar Strand Theatre
12 N. Saginaw St., Pontiac, MI 48342

For additional info and to register in advance,
visit Michigan.gov/SOSClea Slate

If you need additional assistance to register,
you may call the United Way at 211.



DTE

**MILLER
CANFIELD**



Michigan Association of
United Ways



STATE OF MICHIGAN
JOCELYN BENSON, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

Frequently Asked Questions Regarding the Road to Restoration Clinics

1. What is the Road to Restoration Clinic?

A: It is an opportunity to meet with volunteer attorneys and Michigan Department of State staff to review your driving record and determine how you may regain your privilege to drive. **By attending the clinic, you are not guaranteed an "automatic restoration" of your driving privilege.** However, depending on your current driving status, you may have only a fine or driver reinstatement fee to pay in order to regain your driver's license.

2. How many people can attend each clinic?

A: We will see as many people as possible. The amount varies as we compensate for COVID Protocols, volunteer attorney and MDOS staffing, and location size. The range has been between 80 and 160.

3. What are the COVID-19 protocols in place? A: Applicable COVID-19 safety protocols will be in place for this event based on the county and hosting location's requirements. **All hosting locations require clinic participants to wear a mask.** Anyone experiencing symptoms of COVID-19 should **not** attend.

4. What documents do I need to bring to attend a license restoration clinic? A: As stated on the registration form, we will use the information provided on the sign up form to obtain your driving record. If you have additional information regarding your driving status, you can bring that with you. If have received an "eligible" letter in the mail, you may want to bring your birth certificate, an official document with your social security number on it, and two forms of mail with your current address in case you are able to obtain your new driver's license on the day of the clinic.

5. Do I have to attend the clinic in-person? A: Yes.

6. How do I schedule a time to attend the clinic? A: We will email or call you once you have completed the form to schedule an appointment. You will need to respond to the email or call with at time that is currently available. If you are unable to get an appointment that fits your schedule, then you may "walk-in" to the clinic.

7. Can I attend as a walk-in? A: Yes, if you are unable to obtain a pre-scheduled time to meet with an attorney you may still come to the clinic as a walk-in between 9 am – 3pm. For most walk-in residents, you will have the option to purchase your driving record on site at the Mobile Branch Office. The cost is \$12.

8. Can I attend if I live outside the host city or county? A: Yes

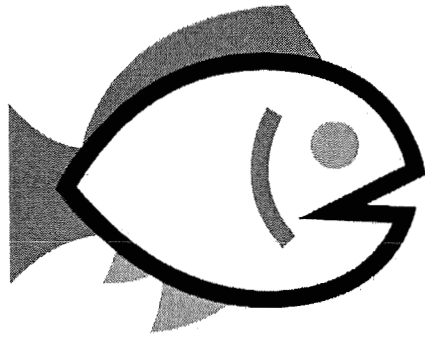
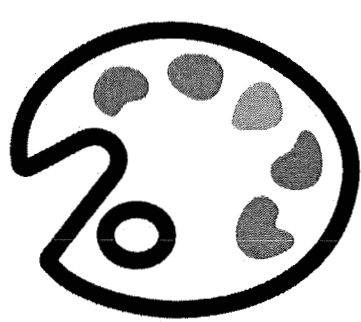
9. Will there be virtual clinics? A: Hopefully, but we do not have it established at this time.

10. If I registered and can't make it, do I need to cancel? A: Yes, if you received a pre-scheduled time to attend the clinic, and then are unable to attend for any reason, please contact the Michigan Department of State or call back to 211 to cancel your appointment.

11. What should I do if I can't attend a clinic? A: Please contact the Michigan Department of State or 211 **as soon as possible.** You should also consider ordering your certified driving record and contacting legal counsel to assist you in reviewing your Road to Restoring your driving privileges.

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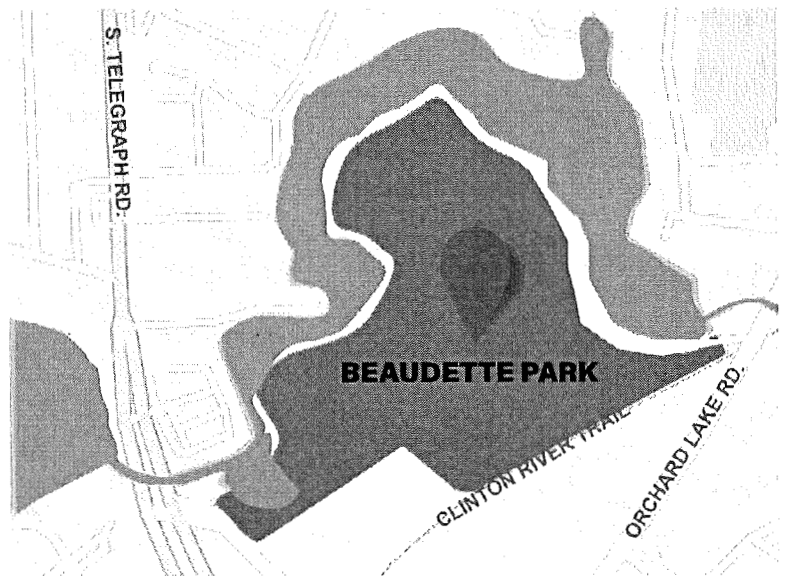


ART FISH FUN

SAVE THE DATE **JUNE 11, 2022 / 11AM - 4PM**

BEAUDETTE PARK 786 ORCHARD LAKE, PONTIAC

The Art – Fish – Fun Festival is a family friendly, no cost event sponsored by the WRC, Pure Oakland Water (POW), The Art Experience, Clinton River Watershed Council, The City of Pontiac and many others. This interactive water festival includes environmental education, arts & crafts, games and so much more!



**Free BBQ lunch and fishing with Oakland County
Water Resources Commissioner Jim Nash begins at 1pm**

