

# 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

**73<sup>rd</sup> Session of the 11<sup>th</sup> Council**

**Tuesday, February 21, 2023 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**

February 16, 2023 City Council Meeting Minutes

**Special Presentations**

1. Murphy Park Expansion Progress, Improvements

**Recognition of Elected Officials**

**Agenda Address (Two Minutes Time Limit)**

**Agenda Items**

**Ordinances**

2. Adoption of City of Pontiac Adult-Use Marihuana Business Ordinance (**Second Reading Postponed from February 16, 2023 City Council Meeting**)
3. An Ordinance Amendment to Ordinance 2-372 Clarifying Planning Commission Bylaws (**Second Reading**)
4. An Ordinance to Amend Appendix B of the Municipal Code of the City of Pontiac Amending Article 2, Section 2.103- Zoning Map, to Change the Zoning Classifications for Specific parcels on Woodward Ave. (ZMA 22-011 for Lighthouse of Oakland County at 46156 Woodward Ave.) (**Second Reading**)

**Resolutions**

#### City Clerk

5. Resolution to approve a proposed budget amendment to transfer \$15,000 in funding out of the General Fund Balance GL account 101-000-390.000 and transfer \$15,000 into 101-215-902.005 Public Notices

#### City Council

6. Resolution to approve the Appointments of Linda Watson, Elizabeth Peete, Mattie Lasseigne, and Alternate Elick Shorter to the Board of Review
7. Resolution Calling for the Repeal of Michigan Public Act 436 of 2012

#### Communications

8. Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023 for Cable Operations, Video and Microphones Systems in the amount of \$27,564.45

#### Economic Development

9. Resolution to approve redevelopment liquor license for Sunset Island LLC located at 7 N. Saginaw

#### Grants

10. Resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$392,500 to account 208-000-532-000 UWOCST, and appropriations in the amount of \$135,000 to account 208-756-702-000 UWOCST Salaries and Wages, \$18,500 to account 208-756-745-000 UWOCST Recreation Supplies, \$108,500 to account 208-756-779-020 UWOCST Programming, \$65,000 to account 208-756-819-000 UWOCST Contractual Temp/PT Labor, \$5,500 to account 208-756-957-002 UWOCST Training Expense, and \$25,000 to account 208-756-977-008 UWOCST Special Equipment
11. Resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$294,000 to account 212-000-532-000 OCSCMG Federal Grant Others, and appropriations in the amount of \$150,000 to account 212-813-818-000 OCSCMG – Other Professional Services (Ruth Peterson Senior Center) and \$144,000 to account 212-814-818-000 OCSCMG – Other Professional Service (Bowen Senior Center)

#### Planning

12. Resolution to approve the proposed budget amendment for Budget Year 2022-23 to transfer \$35,000 from GL account 101-721-702-000 for Salaries and Wages to GL account 101-721-818-000 for Other Professional Services for Planning Consulting Services

#### Purchasing

13. Resolution to Recognize Contract Template Change for City Building Scanning Documents Contract.  
**(Postponed from February 16, 2023 City Council Meeting)**

#### **Public Comment (Three Minutes Time Limit)**

#### **Discussion**

14. Larcenies from Automobiles
15. Swift Patching of Potholes, Proactive Approach by Public Works

#### **Closed Session**

16. Resolution to proceed into Closed Session to consider and discuss the confidential Legal Opinion concerning a pending Marihuana Appeal

#### **Communications**

#### **City Council**

17. Pontiac Community Foundation is hiring part-time drivers for the M1 Mobility initiative starting at \$20 per

hour. Inquire at [hr@pontiaccommunityfoundation.org](mailto:hr@pontiaccommunityfoundation.org) or (248) 246-6606.

18. Residents who are behind in paying their water bills or facing a service shut-off can get help from a partnership between the Oakland county Water Resources Commission and OLSHA. Those who qualify could get up to \$1,500 in payments on their water bills and stop a shut-off plan. This program is temporary and expires on September 30, 2023. Schedule an appointment with OLHSA to sign up by calling (248) 209-2600 or emailing [info@olhsa.org](mailto:info@olhsa.org)
19. Third Tuesdays Global Music Jam at the PLAT, February 21, March 21, April 18 and May 16, 2023 at 6:00pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac, Oakland University Professors Mark Stone and Patrick Fitzgibbon lead a jam session of various musicians, from students to professional area musicians, creating a world music experience
20. Fee Legal Advice and Meditation Services for Tenants or Landlords Facing Problems with Rental Situation, February 22, 2023 from 3:00 to 6:00 pm, held at Oakland Meditation Center, 550 Hulet Drive, Suite 102, Bloomfield Hills 48.02
21. Pontiac Charter Revision Commission Monthly Meeting, February 23, 2023 at 6:00 pm, held at Pontiac City Hall in the Council Chambers
22. District Four Citizens Community Council Meeting, February 23, 2023 at 6:00 pm, held at New Mount Moriah International Church, 313 E. Walton Boulevard, Pontiac 48340
23. Pontiac Creative Arts Center Black History Month Exhibit of Artist Bryant Tillman's Work "The Anthropocene" Opening Reception, February 25, 2023 from 6:00 pm to Midnight, held at the Pontiac Creative Arts Center, 47 Williams Street, Pontiac 48341; Free Admission; the Artwork Will Remain on Exhibit through March 26, 2023
24. Congresswoman Haley Stevens Pop-Up Pontiac Office to Assist residents with Federal Programs, February 28, 2023 from 11:00 am to 12:30 pm, held at the Bowens Senior Center, 52 Bagley Street, Pontiac 48341
25. WeCare Neighborhood Association Meeting, March 3, 2023 at 6:00 pm, held at Shiloh Baptist Church, 474 University Drive, Pontiac 48342. The following meeting, at the same time and location, is April 7, 2023.
26. Flagstar Strand Theatre Gala, March 4, 2023 at 4:00pm, benefiting Strand Art (START) Children's Theatre and performance opportunities for Pontiac youth, tickets \$175 or \$325 per couple, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. Visit [flagstarstrand.com/gala](http://flagstarstrand.com/gala) for more information.
27. Accent Pontiac "Music for the Soul" Benefit, March 5, 2023 at 4:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac, tickets \$30, VIP Tickets \$100
28. Jack and Jill of America, Inc. Oakland County Chapter Academic Incentive for 2023 High School Seniors, award amounts of up to \$2,000. Application deadline is March 15, 2023. Apply online at <https://bit.ly/jjoc2023> and send questions to [jjocacademicincentive@gmail.com](mailto:jjocacademicincentive@gmail.com)
29. Oakland County Financial Empowerment Arts Contest is open to all Oakland County public high school students, and the deadline for entries to be submitted is March 17, 2023 at 4:00 p.m. Art submission may include 2-D (drawing, painting, photography, mixed media, and illustration) and video. Cash prizes will be awarded. Contact the Oakland County Treasurer's Office for more information, including at [oakgov.com / treasurer](http://oakgov.com/treasurer)
30. Identify Your Dream Foundation "Strike Out Violence" Bowling Fundraiser March 19, 2023 from 1:00 to 4:00

pm, held at Classic Lanes, 2145 Avon Industrial Drive in Rochester Hills. Entry cost is \$25, visit [www.identifyyourdream.org](http://www.identifyyourdream.org) for more information.

31. Pontiac Regional Chamber of Commerce “Prosperity Pontiac” Annual Event, March 29, 2023
32. Pontiac City Council Presents the Pontiac Health and Wellness Fair, March 31, 2023 from 11:00 am to 3:00 pm, held at UWM Sports Complex, 867 South Boulevard East, Pontiac 48341. *This event will offer, Diabetes screening, High Blood Pressure Screening, Mammogram Screening, Vaccination station, Diet and health workshop, mental health and wellness discussion, and other resources.* Contact the Pontiac City Council and Outreach Specialist Darryl Earl for more information.
33. Pontiac Community Policing Team Easter Egg Hunt, April 1, 2023 from 12:00 to 3:00 pm, held at UWM Sports Complex, 867 South Boulevard East, Pontiac 48341, free Easter baskets to first 200 kids, Registration Required
34. Pontiac Community Foundation 5-Year Anniversary Celebration, May 19, 2023
35. Save the Date: Pontiac Collective Impact Partnership Youth Expo set for June 10, 2023

#### **Mayor’s Office**

#### **Closing Comments**

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

#### **Adjournment**

# **CONSENT AGENDA**

**Official Proceedings  
Pontiac City Council  
72<sup>nd</sup> 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 Thursday, February 16, 2023 at 6:003 p.m. by Council President Mike McGuinness.

**Invocation** – Pastor Chris Johnson, All Saints Episcopal Church, Pontiac Michigan

**Pledge of Allegiance to the Flag of the United States**

**Moment of Silence**

**Roll Call**

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

Mayor Greimel was present  
A quorum was announced.

**Excuse Councilmembers**

**Motion to excuse Councilwoman Melanie Rutherford for personal reasons.** Move by Councilperson Parker and second by Councilperson Nicholson.

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

**Motion Carried**

Councilman Goodman was absent during the vote

**Amendments to and Approval of the Agenda**

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

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

**Motion Carried**

Councilman Goodman was absent during the vote

**Consent Agenda**

23-62 **Resolution to approve the consent agenda for February 16, 2023.** Moved by Councilperson Nicholson and second by Councilperson Carrington.

Whereas, the City Council has reviewed the consent agenda for February 16, 2023.  
NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for February 16, 2023 including February 6, 2023 Economic Development, Housing, Planning Subcommittee Meeting Minutes, February 7, 2023 City Council Meeting Minutes, February 9, 2023 Finance & Personnel Subcommittee Meeting Minutes and February 9, 2023 Public Safety Subcommittee Meeting Minutes.

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

No: None

**Resolution Passed**

Councilman Goodman was absent during the vote

**Subcommittee Reports**

1. Communications, Engagement & Operations
2. Economic Development, Housing & Planning
3. Facilities & Property
4. Finance & Personnel
5. Law & The Courts
6. Parks, Recreation & Public Works
7. Public Safety, Health & Wellness

**Special Presentation**

Community Housing Network Housing Security Resources

Celebrating the Contributions of Legislative Counsel Monique Sharpe

**Agenda Item**

Resolution

City Council

23-63

**Resolution Acknowledging the Service of Legislative Counsel Monique Sharpe.**

Moved by Councilperson Carrington and second by Councilperson Goodman.

Whereas, Attorney Monique Sharpe has had an accomplished professional and legal career through the decades, and in each of her roles she has positively impacted the lives of others; and,

Whereas, Attorney Sharpe for the past six years has worked for the City of Pontiac, serving honorably in the role as Legislative Counsel for the City Council; and,

Whereas, as Legislative Counsel, Attorney Sharpe has been a highly valuable member of the City of Pontiac organization, strengthening the legislative branch of the municipal government, advocating for Pontiac taxpayers and the rule of law, and ensuring an effective transition of governance between council; and

Whereas, Attorney Sharpe has decided to conclude her employment with the City of Pontiac, as she embarks on a new role with Michigan's 36<sup>th</sup> District Court; now,

Therefore, Be It Resolved, the Pontiac City Council and Mayor Tim Greimel on behalf of the entire City of Pontiac hereby celebrates the positive impacts that Attorney Monique Sharpe has made in our governmental operations; and further

Resolved, the entire City Council expresses our sincere gratitude for the wise counsel, key assistance, steadfast service, savvy insights, and friendly demeanor of Attorney Sharpe; and further

Resolved, the City Council wishes Attorney Sharpe the very best as she advances onward to excel and achieve in her new professional role, and the very best in every endeavor in life she undertakes.

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

No: None

**Resolution Passed**

**Recognition of Elected Officials - None**

**Agenda Address**

1. James McQueen addressed Hawthorne Park
2. Carlton Jones addressed item #11

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3. Chuck Johnson addressed item #17

#### **Agenda Items Continued**

##### **Ordinance**

**Motion to postpone for one week the Adoption of City of Pontiac Adult-use Marihuana Business Ordinance. (Second Reading Postponed from February 7, 2023 City Council Meeting)** Moved by Councilperson Carrington and second by Councilperson James.

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

No: None

**Motion Carried**

##### **Point of Privilege – Kermit Williams honoring Attorney Monique Sharpe**

##### **Ordinances Continued**

23-64 **Resolution to receive the first reading of an Ordinance Amendment to Ordinance 2-372 Clarifying Planning Commission Bylaws.** Moved by Councilperson Goodman and second by Councilperson Parker.

Whereas, the City is proposing to Amend Ordinance 2-372 Clarifying Planning Commission Bylaws. Now Therefore, Be It Resolved that the first reading of an Ordinance Amendment to ordinance 2-372 Clarifying Planning Commission Bylaws is hereby received and read by the Pontiac City Council at the February 16, 2023 Council meeting.

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

No: None

**Resolution Passed**

23-65 **Resolution to receive the first reading of An Ordinance to Amend Appendix B of the Municipal Code of the City of Pontiac Amending Article 2, Section 2.103 – Zoning Map, to Change the Zoning Classifications for Specific parcels on Woodward Ave. (ZMA 22-011 for Lighthouse of Oakland County at 46156 Woodward Ave.)** Moved by Councilperson Nicholson and second by Councilperson Goodman.

Whereas, the City is proposing an Ordinance to Amend Appendix B of the Municipal Code of the City of Pontiac Amending Article 2, Section 2.103 – Zoning Map, to Change the Zoning Classifications for Specific parcels on Woodward Ave. (ZMA 22-011 for Lighthouse of Oakland County at 46156 Woodward Ave.)

Now Therefore, Be It Resolved that the first reading An Ordinance to Amend Appendix B of the Municipal Code of the City of Pontiac Amending Article 2, Section 2.103 – Zoning Map, to Change the Zoning Classifications for Specific parcels on Woodward Ave. (ZMA 22-011 for Lighthouse of Oakland County at 46156 Woodward Ave.) is hereby received and read by the Pontiac City Council at the February 16, 2023 City Council meeting.

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

No: None

**Resolution Passed**

##### **Resolutions Continued**

##### **Purchasing**

23-66 **Resolution to recognize Contract Template Change for City Building Scanning Documents Contract.** Moved by Councilperson Parker and second by Councilperson Nicholson.



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Discussion. Mayor Tim Greimel asked for resolution to be postponed until next week to correct some language within the resolution.

**Motion to postpone for one week the Resolution to recognize Contract Template Change for City Building Scanning Documents Contract.** Moved by Councilperson Carrington and second by Councilperson Nicholson.

Ayes: Carrington, James, McGuinness, Nicholson and Parker

No: None

**Motion Carried**

Councilman Goodman was absent during the vote

23-67      **Resolution to approve Lamphere Landscaping's Tree Trimming and Tree Stump Removal Services Contract Amendment.** Moved by Councilperson Carrington and second by Councilperson Nicholson.

Whereas, The Purchasing Division has completed its due diligence by requesting a contract amendment in accordance with the City's municipal code, Division II. Purchasing, Section 2-519;

Whereas, the Purchasing Manager recommends moving forward with executing the contract amendment.

Whereas, the firm shall continue providing tree trimming and stump removal services as requested by the Interim Director of the Department of Public Works.

Now, Therefore, Be It Resolved the Pontiac City Council approves the Mayor to execute the contract amendment for Lamphere Landscaping & tree Service Contract.

Ayes: James, McGuinness, Nicholson, Parker and Carrington

No: None

**Resolution Passed**

Councilman Goodman was absent during the vote

23-68      **Resolution to approve Two-Year Contract Extensions for the following Engineering Services Firms: Hubbell, Roth & Clark, Inc., Nowak & Fraus Engineers, and NTH Consultants, Ltd and authorize the Mayor to execute the agreements.** Moved by Councilperson Carrington and second by Councilperson Nicholson.

WHEREAS, The Purchasing Division has completed its due diligence by requesting a contract extension in accordance with the City's municipal code, Division II. Purchasing, Section 2-519;

WHEREAS, The Purchasing Manager recommends moving forward with executing extensions for all three engineering firms.

WHEREAS, the firm shall continue providing professional engineering services as requested by the Interim Director of the Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED, The Pontiac City Council approves Purchasing's bid award recommendation and authorizes the Mayor to execute contract extensions for Hubbell, Roth & Clark, Inc., Nowak & Fraus Engineers, and NTH Consultants, Ltd.

Ayes: James, McGuinness, Nicholson, Parker and Carrington

No: None

**Resolution Passed**

Councilman Goodman was absent during the vote

**Public Comment**

1. Karen Jorgensen
2. Julia Ruffin

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3. Carlton Jones
4. Pastor Kathy Dessureau
5. Chuck Johnson
6. Darlene Clark

**Discussion**

Oakland County Sheriff Department Latest Abandoned Vehicles Enforcement Action

**Communications**

City Council and Mayor's Office

**Mayor, Clerk and Council Closing Comments**

Mayor Greimel, Attorney Monique Sharpe, Councilman Brett Nicholson, Councilman Mikal Goodman, Councilman William Parker Jr., Councilwoman Kathalee James, Council President Pro-Tem William Carrington and Council President Mike McGuinness made closing comments.

**Adjournment**

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

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

No: None

**Motion Carried**

Council President Mike McGuinness adjourned the meeting at 8:12 p.m.

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Sheila R. Grandison  
Deputy City Clerk

**#2**

**ORDINANCE**

**CITY OF PONTIAC**

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

AN ORDINANCE TO ALLOW ADULT-USE MARIHUANA ESTABLISHMENTS TO OPERATE IN THE CITY OF PONTIAC PURSUANT TO THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT, INITIATED LAW 1 OF 2018, MCL 333.27951 ET SEQ.; TO PROVIDE FOR STANDARDS AND PROCEDURES TO PERMIT AND REGULATE ADULT-USE MARIHUANA ESTABLISHMENTS; TO PROVIDE FOR THE IMPOSITION OF PERMIT APPLICATION FEES AND RENEWAL FEES; AND TO IMPOSE CONDITIONS FOR THE OPERATION OF ADULT-USE MARIHUANA ESTABLISHMENTS.

THE CITY OF PONTIAC ORDAINS;

**ARTICLE \_\_\_\_\_. ADULT-USE MARIHUANA BUSINESS LICENSING**

**Sec. 01. Title.**

The title of this ordinance shall be the "City of Pontiac Adult-Use Marihuana Business Ordinance."

**Sec. 02. Purpose and Intent.**

A. Purpose. The purpose of this Ordinance is to establish standards and procedures for the issuance, regulation, renewal, suspension, and revocation of business licenses for adult-use marihuana establishments in accordance with the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951 et seq. ("MRTMA") so as to protect the public health, safety, and welfare of residents of the City by setting forth the manner in which adult-use marihuana businesses can be operated in the City. Further the purpose of this Ordinance is to:

(1) Protect the health, welfare and safety of the public through reasonable regulations on adult-use marihuana business operations as it relates to noise, odor, air and water quality, food safety, public safety, security for the establishments and its personnel, and other health and safety concerns;

(2) Protect residential zoned properties and neighborhoods by limiting the location and the concentration of types of Marijuana Businesses to specific areas of the City;

(3) Establish application and license fees to defray and recover the City's costs for administering and enforcing this ordinance;

(4) Recognize that the City of Pontiac has been identified by the State of Michigan's Cannabis Regulatory Agency as a city that has been disproportionately impacted by marijuana prohibition and enforcement and that social equity in the marijuana industry is necessary to address the historical disproportionate impact of marijuana prohibition and enforcement upon Pontiac residents and to positively impact the Pontiac community;

(5) Minimize the adverse effects from growing, processing, dispensing and storage of marijuana;

(6) Minimize the adverse effects from excessive consumption and use of marijuana;

(7) Coordinate with state laws and regulations addressing Marijuana Businesses; and

(8) To restrict the issuance of Marijuana Business permits only to those individuals and entities that demonstrate an intent and ability to fully comply with this Ordinance and the laws of the City and the State of Michigan.

B. Legislative Intent. This ordinance authorizes the establishment of adult-use marijuana businesses within the City of Pontiac consistent with the provisions of MRTMA, subject to the following:

(1) Use, distribution, cultivation, production, possession, and transportation of marijuana remains illegal under federal law, and marijuana remains classified as a "controlled substance" by federal law. Nothing in this ordinance is intended to promote or condone the production, distribution, or possession of marijuana in violation of any applicable law. Nothing in this ordinance is intended to grant immunity from any criminal prosecution under state or federal law. This ordinance does not protect the owners of properties on which a marijuana commercial operation is occurring from prosecution or from having their property seized by federal law enforcement authorities.

(2) This ordinance is to be construed to protect the public health, safety and welfare over commercial adult-use marijuana business interests. The operation of a permitted adult-use marijuana business in the City is a revocable privilege and not a right in the City. Nothing in this ordinance is to be construed to grant a property right for an individual or business entity to engage, obtain, or have renewed a City-issued permit to engage in the use, distribution, cultivation, production, possession, transportation or sale of adult-use marijuana as a commercial enterprise

In the City. The City determines that the commercialization of marihuana is a "closely regulated industry" as that term is used in U.S. Supreme Court jurisprudence.

(3) Any individual or business entity which purports to have engaged in the use, distribution, cultivation, production, possession, transportation or sale of marihuana as a commercial enterprise in the City without obtaining the required authorization required by this ordinance is deemed to be an illegally established nuisance, and as such is not entitled to legal nonconforming status under this ordinance, the City zoning ordinance, or state statutory or common law.

(4) Nothing in this ordinance is intended to grant immunity from criminal or civil prosecution, penalty or sanction for the cultivation, manufacture, possession, use, sale, distribution or transport of marihuana in any form that is not in strict compliance with the MRTMA and the Marihuana Tracking Act, and all applicable administrative rules promulgated by the State of Michigan regarding the commercialization of marihuana. Strict compliance with all applicable state laws and regulations is a requirement for the issuance or renewal of any permit issued under this ordinance, and noncompliance with any applicable state law or regulation is grounds for the revocation or nonrenewal of any permit issued under this ordinance.

C. Indemnification of the City.

(1) By accepting a permit issued pursuant to this ordinance, the holder waives and releases the City, its officers, elected officials, and employees from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of marihuana business owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

(2) By accepting a permit issued pursuant to this ordinance, the holder agrees to indemnify, defend and hold harmless the City, its officers, elected officials, employees, and insurers, against all liability, claims or demands arising on account of any claim of diminution of property value by a property owner whose property is located in proximity to a licensed operating marihuana business arising out of, claimed to have arisen out of, or in any manner connected with the operation of a marihuana business or any claim based on an alleged injury to business or property by reason of a claimed violation of the federal Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1964(c).

D. Reservation.

(1) The City of Pontiac shall not waive or constrain, in any manner, the right and prerogative of the City of Pontiac to reject any and all applications, to reject an application not accompanied with the required documentation or data required by the application, or to reject an application which is any way incomplete, irregular, not responsive or not responsible.

(2) The City of Pontiac shall not waive or constrain, in any manner, the right and prerogative of the City of Pontiac to amend or repeal this ordinance in any manner, including, but not limited to, the complete prohibition of any type of adult-use marijuana business or limiting the number and types of adult-use marijuana businesses authorized to operate in the City.

(3) Nothing in this ordinance is to be construed to grant or grandfather any marijuana business a vested right, license, permit or privilege for continued operations within the City.

**Sec. 03. Definitions.**

Unless defined by this ordinance, any term used in this Section that is defined by the MRTMA, or the Administrative Rules promulgated by the Michigan Department of Licensing and Regulatory Affairs addressing marijuana shall have the definition given in MRTMA and in the Rules.

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

"Applicant" means a person who applies for a City-issued permit to operate a Marijuana Business in accordance with the terms of this Ordinance and the City zoning ordinance. With respect to disclosures in an application for a permit issued pursuant to this Ordinance for purposes of ineligibility for a permit and the transfer of an interest in an issued permit, the term "applicant" includes a managerial employee of the applicant, any person who holds any direct or indirect ownership interest in the Marijuana Business, and the following true parties of interest for each type of applicant:

- (1) For an individual or sole proprietorship: the proprietor and spouse.
- (2) For a partnership and limited liability partnership: all partners and their spouses.
- (3) For a limited partnership and limited liability limited partnership: all general and limited partners, and their spouses.

- (4) For a limited liability company: all members and managers, and their spouses.
- (5) For a privately held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, and their spouses.
- (6) For a publicly held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders, and their spouses.
- (7) For a multilevel ownership enterprise: any entity or person that receives or has the right to receive gross or net profits from the enterprise during any full or partial calendar or fiscal year.
- (8) For a nonprofit corporation: all individuals and entities with membership or shareholder rights in accordance with the articles of incorporation or the bylaws and their spouses.
- (9) For a trust: all trustees, any individual or body able to control and direct affairs of the trust, and any beneficiary who receives or has the right to receive the gross or net profit distributions of the trust during any full or partial calendar or fiscal year, and their spouses.

"Application" means the form(s) provided by the City, accompanied with the nonrefundable application fee per each permit requested.

"City" means the City of Pontiac, Michigan.

"Class A marijuana grower" means a grower licensed to grow not more than 100 marijuana plants.

"Class A Microbusiness" means a marijuana establishment authorized to operate at a single location and cultivate not more than 300 mature marijuana plants; package marijuana; purchase marijuana concentrate and marijuana-infused products from licensed marijuana processors; sell or transfer marijuana and marijuana-infused products to individuals 21 years of age and older; and transfer marijuana to a safety compliance facility for testing.

"Class B marijuana grower" means a grower licensed to grow not more than 500 marijuana plants.

"Class C marijuana grower" means a grower licensed to grow not more than 2,000 marijuana plants.



"Co-Locate" or "Co-Location" means any combination of growers, processors, retailers, social equity retailers, designated consumption, and Class A microbusiness establishments that may operate as separate marijuana businesses at the same physical location.

"Cultivate" means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marijuana plant by manual or mechanical means.

"Department" means the State of Michigan Department of Licensing and Regulatory Affairs (LARA), including without limitation, the Cannabis Regulatory Agency, or its successor agency.

"Designated Consumption Establishment " means a marijuana-related business authorized to permit individuals 21 years of age and older to consume marijuana products on the licensed commercial premises located in the C-2 Downtown Overlay District No. 3.

"Disqualifying conviction" means a conviction that makes an applicant ineligible to receive a license under MRTMA and the Rules.

"Equivalent License" means any of the following state operating licenses when held by a single licensee:

- (1) Grower licenses of any class under both the Medical Marijuana Facilities Licensing Act, MCL 333.27101 et. seq. ("MMFLA") and MRTMA.
- (2) Processor licenses under both the MMFLA and MRTMA.
- (3) Secure transporter licenses under both the MMFLA and MRTMA.
- (4) Safety compliance facility licenses under both the MMFLA and MRTMA.
- (5) A provisioning center license under the MMFLA and a retailer establishment license under the MRTMA.

"Grower" means a licensee establishment that cultivates, dries, trims, or cures and packages marijuana for sale or transfer to a processor, retailer, or another grower.

"Industrial Hemp" means the term as defined at MCL 333.27953 (c).

"License" means a license that is issued by the Department under MRTMA that allows the licensee to operate an adult-use marijuana establishment in the City.

"Marihuana" means the term as defined at MCL 333.27953. For purposes of this Ordinance marijuana does not include industrial hemp.

"Marihuana accessories" means the term as defined at MCL 333.27953 (g).

"Marihuana concentrate" means the resin extracted from any part of the plant of the genus cannabis.

"Marihuana Business" means the following adult-use marijuana establishments, whether operated for profit or not for profit: (a) grower, (b) safety compliance facility, (c) processor, (d) retailer, (e) social-equity retailer, (f) secure transporter, (g) Class A microbusiness, (h) designated consumption establishment, (i) marijuana event organizer or (j) temporary marijuana event.

"Marihuana establishment" means a location at which a permittee is permitted to operate under this Ordinance and MRTMA.

"Marihuana Event Organizer" means a person licensed to apply for a temporary marijuana event license.

"Marihuana-Infused Product" means a topical formulation, tincture, beverage, edible substance, or similar product containing marijuana and other ingredients and that is intended for human consumption.

"Marihuana Tracking Act" or "MTA" means Public Act 282 of 2016, MCL 333.27901, et seq., as amended and all future amendments.

"Michigan Regulation and Taxation of Marijuana Act" or "MRTMA" means, Initiated law 1 of 2018, MCL 333.27951, et. seq., as amended and all future amendments.

"Permit" means the permit issued pursuant to this ordinance authorizing the operation of a Marijuana Business in the City.

"Permittee" means a person who receives and holds a permit to operate a Marijuana Business issued by the City under this ordinance.

"Person" means an individual, sole proprietorship, partnership, limited partnership, limited liability limited partnership, corporation, limited liability company, trust, or other legal entity, and includes persons within the definition of "applicant" as that term is used in this Ordinance.

"Processor" means a person licensed to purchase or obtain marihuana from a grower establishment and who processes the marihuana and sells or transfers it in packaged form to a retailer, class A microbusiness, or another processor. A processor is not prohibited from handling, processing, marketing or brokering industrial hemp pursuant to the Industrial Hemp Research and Development Act.

"Retailer" means a licensee that obtains marihuana from marihuana establishments and sells or otherwise transfers marihuana to marihuana establishments and to individuals who are 21 years of age or older in accordance with MRTMA.

"Rules" means the unified administrative rules promulgated and from time to time amended by the Department to implement the MMFLA and MRTMA.

"Safety Compliance Facility" means a person licensed to test marihuana, including certification for potency and the presence of contaminants.

"Secure Transporter" means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.

"School" means and includes buildings and grounds used for school purposes to provide instruction to children and youth in grades pre-kindergarten through 12 by a public, private, denominational, or parochial school.

"Social Equity-Qualified Business" means a marihuana establishment operated by an applicant that qualifies for the benefits offered under the social equity program administered by either the Department or the City.

"Stakeholder" means, with respect to a trust, the trustee and beneficiaries; with respect to a limited liability company, all members and managers; with respect to a corporation, whether profit or non-profit, all stockholders, directors, corporate officers or persons with equivalent titles; and with respect to a partnership or limited liability partnership, all general and limited partners.

"State" means the State of Michigan.

"State Operating License" means a license that is issued by the Department under MRTMA that allows the licensee to operate an adult-use marijuana establishment, as specified in the license.

"Temporary Marijuana Event" means a license held by a marijuana event organizer for an event where the onsite sale or consumption of marijuana products, or both, are authorized at the location indicated on the state license during the dates indicated on the state license.

#### **Sec. 04. Creation of Marijuana Business Commission; Composition; Quorum**

(a) There is hereby created a Marijuana Business Commission. There shall be four (4) members of the Marijuana Business Commission. The membership shall elect from among its members a chairman, vice-chairman, and secretary.

(b) A quorum of the Marijuana Business Commission shall consist of three (3) members.

#### **Sec. 05. Marijuana Business Commission Membership; Qualifications; Term; Vacancies; Compensation.**

(a) Members of the Marijuana Business Commission shall be residents of the city, and shall be chosen so far as reasonably practicable in such a manner as to represent a cross-section of the community.

(b) Members of the Marijuana Business Commission shall be appointed by the mayor to serve at the pleasure of the mayor for a term of three (3) years. Reappointment of a member to serve an additional consecutive term is subject to council approval.

(c) If a vacancy occurs on the Marijuana Business Commission, the mayor shall appoint a new member to fill the vacancy.

(d) Members of the Marijuana Business Commission shall serve without pay.

#### **Sec. 06. Marijuana Business Commission Powers and Duties.**

The Marijuana Business Commission shall review and decide all appeals that are forwarded to it by the clerk under this ordinance. The Marijuana Business Commission shall review all appeals de novo. The Marijuana Business Commission shall only overturn a decision or finding of the clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material,

substantial, and competent facts on the whole record considered by the clerk in arriving at such decision or finding.

**Sec. 07. Marihuana Business Commission Rules and Regulations; Meetings.**

- (a) The Marihuana Business Commission shall adopt such rules and regulations as it deems necessary to govern its proceedings and deliberations.
- (b) The rules and regulations adopted by the Marihuana Business Commission shall be subject to approval by the council.
- (c) The Marihuana Business Commission shall maintain a written record of its proceedings and actions which shall be available for public inspection, showing the action of the commission and the vote of each member upon each question considered. All meetings of the commission shall be held in conformance with the open meetings act, Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws.

**Sec. 08. Marihuana Business Rules and Regulations.**

- (a) In addition to the Rules promulgated by the Department and the statutes of the State of Michigan, the operations of a Marihuana Business shall be conducted in accordance with the provisions of this ordinance and the City Code of Ordinances, including the zoning ordinance.
- (b) Retailer establishments and Social Equity Retailer establishments located outside of the C-2 Downtown Adult-Use Marihuana Business Overlay District shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises, between the hours of 10:00 p.m. and 7:00 a.m.
- (c) Delivery of a marihuana product for sale or transfer to marihuana customers by Retailer Establishments and Social Equity Retailer Establishments is permitted in strict compliance with Department Rules.
- (d) Drive-thru windows at Retailer Establishments and Social Equity Retailer Establishments are prohibited.

**Sec. 09. Licensing of Adult-Use Marihuana Businesses.**

- (a) Number of permitted adult-use Marihuana Businesses.

**Type of Establishment**

Grower	No limit
Processor	No limit
Secure transporter	No limit
Retailer	18
Social Equity Retailer	6
Class A Microbusiness	5
Safety compliance facility	No limit
Designated Consumption Establishment-North of Huron Street	3
Designated Consumption Establishment-South of Huron Street	3
Marihuana event organizer	No limit
Temporary marihuana event	No limit

**Sec. 10. City Marihuana Business Permit and Annual Fee Required.**

(a) No person shall establish or operate a Marihuana Business located in the City without first meeting all of the requirements set forth in this Ordinance, obtaining a permit from the City Clerk, and obtaining a State Operating License. Permits and State Operating Licenses shall be kept current and publicly displayed within the business. Failure to maintain or display current state licenses and City permits is a violation of this ordinance. A Marihuana Business operating without a City permit under this Ordinance or without a State license is declared to be a public nuisance.

(b) There shall be an initial application fee of \$5,000.00 and an annual nonrefundable renewal of permit fee of \$5,000.00 to defray the administrative and enforcement costs associated with marihuana businesses located in the City.

(c) The City permit fee requirement set forth in this ordinance shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by the Department and any other state regulatory agency, or by City ordinance, including, by way of example, and not limited to, any applicable fees for site plan review, zoning review, inspections, or building permits.

(d) A separate permit is required for each Marihuana Business located at a premises from which an adult-use marihuana commercial business is operated. Operation of a grower, processor, retailer establishment or social equity retailer establishment, Class A microbusiness, and

designated consumption establishment at the same location is authorized, provided that each establishment is separately licensed and permitted. Operation of a retailer establishment or social equity retailer establishment, Class A microbusiness and a designated consumption establishment at the same location as a grower or processing establishment facility is authorized when in conformity with the City zoning ordinance.

(e) Within thirty (30) days of approval of the applicant's application, the applicant will start all necessary requirements as required by the City to obtain their certificate of occupancy, including, without limitation, complying with all applicable building department, fire department, code and inspection requirements, including the approval of the site plan.

(f) All Marijuana Business permits shall be effective for one (1) year of its original date of issuance by the City and must be renewed annually.

(g) The conditional permittee has one (1) year to complete its site plan upon the approval of the issuance of the Marijuana Business conditional permit. The Community Development Director may extend the completion of the site plan up to an additional six months, provided the applicant demonstrates good cause for the extension.

#### **Sec. 11. Location Criteria.**

- (a) No marijuana business is eligible to receive a permit unless at the time the application for the marijuana business operating permit is submitted, the location of the proposed business operation complies with the requirements set forth in the City zoning ordinances as required for the specific type of marijuana commercial business for which the permit is being sought. No Adult-Use Marijuana Retailers shall be permitted outside of the Adult-Use Marijuana Business Overlay Districts, as set forth in the City zoning ordinance, as amended.
- (b) Mobile marijuana businesses and limited contact transaction operations, except for curbside service in a designated area at a marijuana sales location in compliance with applicable Department-issued rules and the City zoning ordinance, are prohibited.
- (c) A permittee shall not operate a marijuana business at any location in the City other than at the address provided in the application on file with the City Clerk.

## **Sec. 12. General Permit Application Requirements.**

(a) An applicant seeking a permit pursuant to the provisions of this ordinance and licensure by the state under MRTMA must submit an application in writing to the City Clerk on forms provided by the City Clerk. At the time of application, the application must be accompanied by a nonrefundable application fee of \$5,000.00 to defray the costs incurred by the City for processing of the application. In addition, the applicant shall present copies of government-issued photographic identification to accompany the application.

(b) An application shall be complete and made under the penalty of perjury and shall contain all of the following:

(1) The applicants, all of its stakeholders, and the proposed manager's full name, date of birth, residential and business address, email address, and telephone numbers including emergency contact information, and a copy of a government-issued photographic identification card of the applicant and all stakeholders:

(a) If the applicant is an individual or sole proprietorship, the proprietor and their spouse, if any, shall provide their name, address, date of birth, business address, business telephone number, email address, social security number, and, if applicable, federal tax identification (EIN) number.

(b) If the applicant is not an individual or sole proprietorship, the applicant shall provide information regarding the business entity, including, without limitation, the name and address of the entity, website address (if any), type of business organization, proof of registration with, or a certificate of good standing from, the State of Michigan, or other state or foreign jurisdiction, as applicable, and the names, dates of birth, residential and business addresses, email addresses, phone numbers of each applicant, each stakeholder and their spouses, and the federal tax identification number of the business entity.

(2) The identity of every person having an ownership or beneficial interest in the applicant with respect to which the license is sought, including the ownership structure of the entity that identifies the ownership percentage held by each stakeholder; provided, however, a social equity-qualified business entity who is an applicant must be able to demonstrate



51% or more ownership by qualifying social-equity applicants, including ownership structure of the entity that identifies the ownership percentage held by each stakeholder.

(3) If the applicant is not an individual, the articles of incorporation or organization, federal tax identification number and confirmation letter, and the limited liability company's operating agreement, the corporation's shareholder agreement and bylaws, and the partnership agreement for a partnership or limited partnership, as applicable.

(4) A copy of the applicant's notice of prequalification status issued by the Department to operate an adult-use marijuana establishment. If the applicant does not have adult-use prequalification status from the Department, the application will not be processed by the City.

(5) The name and address of the proposed Marijuana Business and any additional contact information deemed necessary by the City Clerk, including the following:

(a) A copy of the deed reflecting the applicant's ownership of the proposed permitted premises, or a purchase agreement or option to purchase the proposed permitted premises as applicable; or

(b) A copy of the lease reflecting the right of the applicant to possess, or an agreement or option reflecting the applicant's right to lease, the proposed permitted premises, and a notarized statement from the owner of such property authorizing the use of the property for a marijuana business as applicable.

(6) For the applicant and every stakeholder, affirmation that each is at least 21 years of age.

(7) A criminal history background report of the applicant's criminal history from the Internet Criminal History Access Tool (ICHAT) or a Michigan State Police criminal history report for applicants residing in Michigan. For applicants who reside in any other state, federal or foreign jurisdiction, or who have resided in any other state, federal or foreign jurisdiction within 5 years prior to the date of the application provide a certified state, federal or foreign jurisdiction sponsored or authorized criminal history report. The applicant is responsible for all charges incurred in requesting and receiving the criminal

history report and the report must be dated within thirty (30) days of the date of the application.

(8) Written consent authorizing the City to obtain a criminal history report from the Michigan State Police, the Federal Bureau of Investigation, or other applicable state, federal or foreign jurisdiction law enforcement or police agency, to ascertain whether the applicant and stakeholders have any disqualifying convictions or convictions involving dishonesty, theft, fraud, or controlled substances.

(9) A current organization chart that includes position descriptions and the names of each person holding such position, which shall include date of birth, address, copy of photo identification, and email address for any operator, manager, or employee if other than the applicant.

(10) A complete list of all marihuana related business permits and licenses held by applicant.

(11) An attested disclosure whether the applicant or operator has ever had a business license revoked or suspended, and if revoked or suspended, the reason for such revocation or suspension and copies of the orders of revocation or suspension.

(12) An attestation that no applicant or stakeholder is ineligible from holding a state license to operate a marihuana commercial business.

(13) An attestation that the applicant consents to inspections, examinations, searches and seizures required or undertaken pursuant to enforcement of this ordinance.

(14) A statement that no applicant is in default to the City for any property tax, special assessment, utility charges, fines, fees or other financial obligation owed to the City.

(15) For the applicant and for each stakeholder a resume that includes a business history and any prior experience with a marihuana-related business.

(16) The proposed business plan of the applicant, which shall include without limitation, the following:

(a) A description of the type of the proposed adult-use marihuana commercial operation and its physical address; and

(b) A staffing plan which describes the anticipated or actual number of employees, including an estimate of the number and type of jobs that the business is expected to create, a proposed living wage or salary (at least 200 percent of the Federal Poverty Level for a family of two, at its hourly basis) for all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution, and a health and welfare benefits package to be paid for such jobs, unless otherwise prohibited by state law, and the goals and objectives to recruit, hire and promote residents of the City; and

(c) A staff training and education plan that the applicant will provide to employees; and

(d) The financial structure, source of financing, development and build-out budget and projected initial operating budget of the proposed Marihuana Business; and

(e) Short and long-term goals and objectives; and

(f) An explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents to be achieved by the establishment facility, a proposed living wage or salary (at least 200 percent of the Federal Poverty Level for a family of two, at its hourly basis) for all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution, and a health and welfare benefits package to be paid for such jobs, unless otherwise prohibited by state law, including plans for community outreach and worker training programs;

(g) If co-location of Marihuana Businesses is proposed, provide an explanation of the integration of such businesses, including a drawing showing the relationship between the businesses being co-located, including floor area and the separation provided between such

facilities, including identification of any points of entry, ingress or egress, and controls at each location; and

(h) A neighborhood communication/education plan and strategies; and

(i) Any charitable plans and strategies whether through financial donations or volunteer work.

(17) A lighting plan showing the lighting outside of the marihuana business for security purposes and compliance with applicable City outdoor lighting requirements;

(18) A security plan, including, but not limited to, lighting, alarms, barriers, recording/monitoring devices, safes, and/or security guard arrangements proposed for the establishment facility and premises. The security plan must contain the specification details of each item of security equipment.

(19) A to-scale diagram of the proposed licensed premises, no larger than 11 inches by 17 inches, showing, without limitation, building floor plan and layout, all entryways, doorways, or passageways, and means of public entry and exits to the proposed licensed premises, loading zones, available on-site parking spaces, including handicapped accessible spaces, fencing at the premises, and all areas in which marihuana will be stored, grown, manufactured or dispensed;

(20) Any proposed elevation drawings, and photographs or other depiction of materials to be visible on the exterior of the proposed Marihuana Business.

(21) A proposed marketing, advertising, and business promotion plan for the proposed Marihuana Business.

(22) A description of planned tangible capital investment in the City for each proposed Marihuana Business.

(23) A social equity plan that (a) promotes and encourages participation and ownership in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement, and that (b) positively impacts local residents.

(24) A depiction of any proposed signage, text or graphic materials to be shown on the exterior of the proposed Marijuana Business.

(25) A sanitation plan designed to protect against any marijuana being ingested on the premises by any person or animal, describing how the waste and byproduct will be stored and disposed of, and how any marijuana will be rendered unusable upon disposal. The sanitation plan shall include a copy of the proposed contract or letter of intent between the Applicant and sanitation waste provider.

(26) A proposed inventory and recordkeeping plan that will track payment method, amount of payment, time of sale, product quantity, and other product descriptors and compliance with the requirements of the Department.

(27) Proof of financial responsibility in the form of a commitment or letter of intent to issue an insurance policy covering the business and naming the City of Pontiac, its elected and appointed officials, employees, and agents, as additional insured parties, primary and non-contributory available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors, in the amount of:

- a. at least Two Million Dollars (\$2,000,000) for property damage;
- b. at least Two Million Dollars (\$2,000,000) for injury to one (1) person; and
- c. at least Two Million Dollars (\$2,000,000) for injury to two (2) or more person resulting from the same occurrence.

The insurance policy underwriter must have a minimum A.M. Best Company Insurance ranking of B+, consistent with state law. The policy shall provide that the City shall be notified by the insurance carrier thirty (30) days in advance of any cancellation or reduction in coverages.

(28) A signed acknowledgement that the applicant understands that all matters related to marijuana cultivation, possession, dispensing, testing, transporting, distribution and use are subject to federal and state laws and regulations, and that the approval of a permit hereunder does not exonerate or excuse the applicant from abiding by the

provisions and requirements and penalties associated therewith. Further, the applicant completely releases and forever discharges the city and its respective employees, agents, facilities, insurers, indemnors, successors, heirs and/or assigns from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory or recovery, which the applicant or its stakeholders may now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way arise out of the applicant or stakeholders' application for a permit and, if issued a permit, the applicant or stakeholders' operation of a Marijuana Business.

(29) A scaled location area map that identifies the relative locations of, and distances from, Schools, childcare centers, public parks ~~containing playground equipment~~, and religious institutions, as measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the school, childcare center, ~~or religious institution~~, or, ~~for a public park, from the playground equipment~~ nearest to contemplated location, and from the primary point of ingress to the contemplated location.

(30) If the applicant is applying for a permit to operate a Retailer, a Social Equity Retailer, a Class A Microbusiness, a Designated Consumption Establishment, or a Temporary Marijuana Event, a description of drug and alcohol awareness programs to be provided by the applicant to customers and the public.

(31) If the applicant is applying for a permit to operate a grower, a cultivation plan that includes a description of the cultivation methods to be used. Outdoor grows are prohibited.

(32) If the applicant is applying for a permit to operate a grower, a chemical and pesticide storage plan that complies with the requirements of the Department.

(33) An applicant for a Marijuana Secure Transporter license shall provide copies of the vehicle registration for all commercial motor vehicles that will be used to transport marijuana or marijuana-infused products. A secure transporter must provide proof of no-fault automobile insurance with a company licensed to do business in Michigan with

limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(34) Any other information requested by the City Clerk considered to be relevant to the processing or consideration of the application.

(c) An applicant may apply for multiple Marihuana Business permits of the same or different nature, except that Class A Microbusiness applicants may not hold an ownership interest in a grower, processor, retailer, or social equity retailer, and social equity retailer permits are limited to social equity qualified applicants. No person who holds an ownership interest in a safety compliance facility or in a secure transporter may hold an ownership interest in a grower, a processor, a retailer, a social equity retailer, or a Class A microbusiness.

### **Sec. 13. Marihuana Business Permit Application Process.**

(a) Upon receipt of a completed application meeting the requirements of this ordinance and payment of the permit application fee, the Clerk shall refer a copy of the application to the fire department and the Community Development Department, the planning division, and other affected departments for review and compliance with the City Code.

(b) No application for a permit shall be approved unless:

(1) The fire department and the Community Development Department and other affected departments have inspected the proposed location for compliance with all state and local building, electrical, fire, mechanical and plumbing requirements.

(2) The Community Development Department, the planning division, and other affected departments have confirmed that the proposed location complies with the zoning ordinance,

(3) The proposed Marihuana Business has been issued a certificate of occupancy and, if necessary, a building permit.

(4) The City Treasurer confirms the applicant and each stakeholder and the proposed location of the Marihuana Businesses are not in default to the City.

(c) ~~After this ordinance becomes effective, the Clerk shall begin accepting adult-use Marihuana Business applications within 60 days.~~ After sixty (60) days from the effective date of this ordinance, the Clerk shall begin accepting adult-use Marihuana Business applications for a permit

to operate a grower, processor, secure transporter, safety compliance facility, marihuana event organizer, and temporary marihuana event.

(d) The Clerk shall award a conditional permit to any applicant for a permit to operate a grower, processor, secure transporter, safety compliance facility, marihuana event organizer, and temporary marihuana event, upon the determination by the Clerk that the application is complete, the applicant receives the City and State of Michigan approvals required in this ordinance, and the applicant meets all of the requirements of this ordinance and the City Code, including the zoning ordinance. If the City Clerk identifies, or is informed of, a deficiency in an application, the applicant has two (2) weeks to correct the deficiency after notification by the City Clerk. The Clerk will grant a final permit if the applicant obtains final site plan approval and special land use approval within 6 months of receiving a conditional permit, and obtains an operating permit from the City and an operating license from the Department within 18 months after the conditional permit is granted and enters into a written agreement with the City confirming that the marihuana establishment will operate in accordance with the business plans, building plans, design standards, social equity plans and all other operational standards described by the applicant in the application materials submitted. The agreement shall further provide that if the establishment breaches the agreement, then the City may revoke authorization of the establishment following notice and a public hearing, and that in such event, the City shall be entitled to injunctive relief barring further operation of the establishment in the City. An extension of 6 months to obtain an operating permit from the City and an operating license from the Department may be granted in the discretion of the Clerk upon a showing of good cause for the delay.

(e) Retailer, Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment Applications. After sixty (60) days from the effective date of this ordinance, the Clerk shall set a 21-day application window period during which applicants may apply for a Retailer, Social Equity Retailer (limited to Social Equity Qualified applicants), Class A Microbusiness and Designated Consumption Establishment permits. After the 21-day application window closes, the Clerk shall assess, evaluate, score and rank all applications for permits to operate a Retailer, Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment submitted during the twenty-one (21) day application window period. The Clerk shall review all submitted applications for completeness.



(f) In its application assessment, evaluation, scoring, ranking, and deliberations related to permits to operate a Retailer, Social Equity Retailer, Class A Microbusiness, and Designated Consumption Establishment, the Clerk shall assess, evaluate, score, and rank each application based upon a point-based scoring and ranking procedure which shall be approved by City Council resolution, developed by the Clerk consistent with the requirements, conditions, and provisions of this ordinance in each of the following categories:

(1) The content and sufficiency of the information required to be in the application under this ordinance. Applicant must have submitted all required materials for each category in a professional, organized manner with clear and accurate labeling of all required items. Failure to clearly and accurately label and organize the application materials will result in the deduction of points. The maximum number of scoring points in this category shall be five (5) points.

(2) Whether the proposed Marijuana Business will have a detrimental impact on the surrounding area and neighborhood including the distance of the establishment to properties zoned or used residentially; traffic patterns, traffic mitigation and resident safety; plans for litter control, loitering, noise mitigation, odor mitigation. Applicant shall submit a traffic impact study by a professional traffic engineer. Applicant shall submit a sanitation plan designed to protect against any marijuana being ingested on the premises by any person or animal, describing how the waste and byproduct will be stored and disposed of, and how any marijuana will be rendered unusable upon disposal. The sanitation plan shall include a copy of the proposed contract between the Applicant and sanitation waste provider. Applicant shall submit an odor control plan satisfying the criteria in Sec. 15 of this ordinance. The maximum number of scoring points in this category shall be twenty (20) points.

(3) Neighborhood Communication/Education Plan on behalf of the proposed Marijuana Business. The plan should include meetings, at least once per year, with the neighborhood organizations, residents and general public, and to provide a contact for on-going public information, questions and concerns. Written notice to all property owners within 1500 feet of the marijuana business location, neighborhood organizations and City Clerk shall be provided. In addition, to other methods of notice, the written notice shall be sent by mail at

least two (2) weeks before the public meeting. The maximum number of scoring points in this category shall be ten (10) points.

(4) Whether the applicant or its stakeholders have made, or plan to make, significant physical investment and improvements to the building where the proposed Marihuana Business is to be located, including the applicant's financial structure, source of financing, development and build-out budget and projected initial operating budget of the proposed Marihuana Business and proposed tangible capital investment; the current and proposed condition of the proposed location; and the applicant's ownership stake in the physical location of the establishment. The maximum number of scoring points in this category shall be ten (10) points.

(5) Whether the applicant and all of its stakeholders have a record of acts that are not detrimental to the public health, security, safety, morals, good order, or general welfare prior to the date of the application; applicant shall demonstrate and document a history of regulatory compliance with all federal, state and local laws and regulations, and shall disclose all complaints, judgments, convictions, administrative and regulatory decisions, permit and license suspensions, revocations and fines, rendered by any federal, state and local government agencies, including but not limited to wage and hour laws, anti-discrimination and civil rights laws, and occupational, health and safety laws. The maximum number of scoring points in this category shall be ten (10) points.

(6) Whether the applicant has disclosed and documented sufficient financial resources and total amount of capitalization to develop, operate and maintain a Retailer, Social Equity Retailer, Class A Microbusiness or Designated Consumption Establishment, and demonstrates the requisite business experience to execute, the submitted business plan and other plans required by this ordinance. The applicant should disclose and document sources and total amount of capitalization to operate and maintain a Retailer establishment, a Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment, and include a CPA attested financial statement, a valid pro forma for three years, proof of financial responsibility in the form of a commitment or letter of intent to issue an insurance policy satisfying the criteria in Sec. 12 (b)(27) of this ordinance, attest that the applicant and any of its owners have not filed bankruptcy in the last seven (7) years, have not had liens placed upon financial accounts or property by the Internal Revenue Service or

state Treasuries, and has filed personal and/or corporate income tax returns for the past five (5) years. The maximum number of scoring points in this category shall be twenty (20) points.

(7) Description of staffing plan that includes the number and type of full-time and part-time positions the applicant intends to create; the proposed living wage or salary (at least 200 percent of the Federal Poverty Level for a family of two, at its hourly basis) for all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution, the applicant intends to pay employees, unless otherwise prohibited by state law; whether the applicant has articulated plans and strategies to recruit, hire and mentor for career advancement, a percentage of diverse residents from the City of Pontiac, including those residents who are veterans, low income and/or have a prior controlled substance record (excluding distribution of a controlled substance to a minor); a staff training and education plan that the applicant will provide to employees; an explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents to be achieved by the establishment; short and long-term goals and objectives; and whether the applicant has articulated plans to provide employee health and welfare benefit plans, including, but not limited to, sick leave, maternity leave, and paternity leave. The applicant shall maintain and provide data to the City Clerk supporting its staffing plan which shall be considered at the time of renewal of any permit issued pursuant to this ordinance to determine compliance. The maximum number of scoring points in this category shall be ten (10) points.

(8) Planned philanthropic initiatives and community improvement programs aimed at the City of Pontiac, which may include a \$1,000 donation to a fund administered by the City used to promote social equity in the City of Pontiac, a negatively impacted community, by promoting advocacy around criminal justice issues related to marijuana prohibition, supporting youth who have been negatively impacted by the war on drugs as it relates to the prohibition of marijuana, and community education and outreach on adult-use marijuana in general. The maximum number of scoring points in this category shall be ten (10) points.

(9) Whether the applicant received conditional approval for a medical marijuana provisioning center permit pursuant to City of Pontiac's Medical Marijuana Facilities Ordinance, Article XXX, Section 26.1491 et seq., is not currently in default of compliance with Article XXX, and has received site plan approval from the City's Community Development Department and has started construction of the medical marijuana provisioning center subject to receipt of a valid building permit from the City not less than 30 days prior to the application for Marijuana Retailer or Social Equity Retailer permit. The maximum number of scoring points in this category shall be twenty (20) points.

(10) Whether the applicant has rehabilitated and/or redeveloped within three (3) years before the submittal of the application under this ordinance, or will rehabilitate and/or redevelop, an existing building by demolishing and rebuilding or completely renovating a building that has been vacant or had been vacant as registered with the City for one (1) year or more. The maximum number of scoring points in this category shall be ten (10) points.

(11) Whether the applicant has rehabilitated and/or redeveloped within three (3) years before the submittal of the application under this ordinance, or will rehabilitate and/or redevelop, an existing building by demolishing and rebuilding or completely renovating a building that has been cited as blighted or dangerous or had been cited as blighted or dangerous (as such term is defined in the City's Code of Ordinances). The maximum number of scoring points in this category shall be ten (10) points.

(12) Whether an applicant proposes a social equity plan that promotes and encourages social equity participation and ownership in the marijuana industry by persons who reside in disproportionately impacted communities in those Michigan communities designated by the State of Michigan, who have been disproportionately impacted by marijuana prohibition and enforcement, and to positively impact those communities, in accordance with MCL 333.27958(1)(j). The maximum number of scoring points in this category shall be fifteen (15) points.

(13) Whether an applicant demonstrates social equity participation and greater than 50% ownership by persons who reside in disproportionately impacted communities in those Michigan communities designated by the State of Michigan, who have been disproportionately impacted by marijuana prohibition and enforcement, and to positively

impact those communities, in accordance with MCL 333.27958(1)(j)). The maximum number of scoring points in this category shall be fifteen (15) points.

(g) Overall scoring and ranking shall be conducted and applied by the Clerk on the basis of assigned points from zero (0) points to one hundred and sixty five (165) points with the lowest overall total score as zero (0) points and the highest possible total score being one hundred and sixty five (165) points.

(h) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate retailer establishments, awarding conditional permits to the eighteen (18) highest scoring applicants. In the event of an evaluation scoring tie, which causes there to be more than eighteen (18) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Retailer. In the event that the number of Retailer permits falls below the maximum number authorized under this ordinance, the clerk shall not be required to score applicants. Instead, the clerk shall evaluate applications in the order that they are submitted and shall award permits for Retailers to an applicant who submits a complete application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall the number of Retailer permits exceed the maximum number authorized under this ordinance.

(i) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Class A Microbusinesses, awarding conditional permits to the five (5) highest scoring applicants. In the event of an evaluation scoring tie, which causes there to be more than five (5) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Class A Microbusiness. In the event that the number of Class A Microbusiness permits falls below the maximum number authorized under this ordinance, the Clerk shall not be required to score applicants. Instead, the Clerk shall evaluate applications in the order that they are submitted and shall award permits for Class A Microbusinesses to an applicant who submits a complete

application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall the number of Class A Microbusiness permits exceed the maximum number authorized under this ordinance.

(j) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Designated Consumption Establishments, awarding conditional permits to the three (3) highest scoring applicants for the North of Huron locations. In the event of an evaluation scoring tie, which causes there to be more than three (3) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Designated Consumption Establishment. In the event that the number of Designated Consumption Establishment permits falls below the maximum number authorized under this ordinance, the Clerk shall not be required to score applicants. Instead, the Clerk shall evaluate applications in the order that they are submitted and shall award permits for Designated Consumption Establishment to an applicant who submits a complete application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall the number of Designated Consumption Establishment permits exceed the maximum number authorized under this ordinance.

(k) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Designated Consumption Establishments, awarding conditional permits to the three (3) highest scoring applicants for the South of Huron locations. In the event of an evaluation scoring tie, which causes there to be more than three (3) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Designated Consumption Establishment. In the event that the number of Designated Consumption Establishment permits falls below the maximum number authorized under this ordinance, the Clerk shall not be required to score applicants. Instead, the Clerk shall evaluate applications in the order that they are submitted and shall award permits for Designated Consumption Establishment to an applicant who submits a complete application, receives the approvals required in this section, and meets

the requirements of this ordinance. However, in no event shall the number of Designated Consumption Establishment permits exceed the maximum number authorized under this ordinance.

(l) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Social Equity Retailer establishments, awarding conditional permits to the six (6) highest scoring applicants. In the event of an evaluation scoring tie, which causes there to be more than six (6) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Social Equity Retailer. In the event that the number of Social Equity Retailer permits falls below the maximum number authorized under this ordinance, the clerk shall not be required to score applicants. Instead, the clerk shall evaluate applications in the order that they are submitted and shall award permits for Social Equity Retailers to an applicant who submits a complete application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall the number of Social Equity Retailer permits exceed the maximum number authorized under this ordinance.

(m) The Clerk will grant a final permit to a retailer, social equity retailer, Class A microbusiness and designated consumption establishment if the applicant obtains final site plan approval and special land use approval within 6 months of receiving a conditional permit, obtains an operating permit from the City and an operating license from the Department within 18 months after the conditional permit is granted, and enters into a written agreement with the City confirming that the marijuana establishment will operate in accordance with the business plans, building plans, design standards, social equity plans and all other operational standards described by the applicant in the application materials submitted. The agreement shall further provide that if the establishment breaches the agreement, then the City may revoke authorization of the establishment following notice and a public hearing, and that in such event, the City shall be entitled to injunctive relief barring further operation of the establishment in the City. An extension of 6 months to obtain an operating permit from the City and an operating license from the Department may be granted in the discretion of the Clerk upon a showing of good cause for the delay.

(n) Nothing in this section is intended to confer a property or other right, duty, privilege or interest in a permit of any kind or nature whatsoever, including, but not limited to, any claim of entitlement.

(o) The Clerk may engage professional expert consultant assistance in performing the Clerk's duties and responsibilities under this Ordinance.

#### **Sec. 14. Social Equity Retailers**

(a) The City has created a permit process to allow state social equity qualifiers to apply for and be awarded social equity retailer permits in zoning districts designated in the City zoning ordinance. The City shall permit six (6) ~~five (5)~~ social equity retailer licenses for social equity applicants, including franchisees, who demonstrate and document 51% or more ownership by social equity qualifying applicants, including ownership structure of the entity that identifies the ownership percentage held by each stakeholder.

(b) Social equity applicants for social equity retailer permits may apply for other available adult-use permits including retailer establishment permits, except they may not apply for a Class A microbusiness, safety compliance facility or secure transporter permit.

#### **Sec. 15. Odor Control.**

(a) No Marijuana Business, permittee, person, tenant, occupant, licensee, landlord or property owner shall permit the release of marijuana odors from any origin to cause obvious odors emanating from the premises in which they derived and interfere with the reasonable and comfortable use and enjoyment of another's property. Whether or not a marijuana odor interferes with the reasonable and comfortable use and enjoyment of another's property shall be determined by the objective standards of a reasonable person of normal sensitivity.

(b) Marijuana Businesses shall use sufficient procedures to prevent smoke, odor, debris, dust, fluids and other substances from escaping the premises of the Marijuana Business. If any smoke, odor, debris, dust, fluids or other substances leave the Marijuana Business in a detectable amount sufficient to interfere with the reasonable and comfortable use and enjoyment of adjacent property, or that causes damage to property, the permittee for the Marijuana Business and the owner of the premises shall be jointly and severally liable for such conditions and shall be responsible for immediate, full cleanup and correction of such condition. The permittee shall properly dispose of all such materials, and other substances in a safe, sanitary, and secure manner in compliance with all federal and state laws and regulations, and this chapter.



1. A plan for ventilation of the Marihuana Business that describes the ventilation systems that will be used to prevent any odor of marihuana off the premises of the business. Such plan shall also include all ventilation systems used to control the environment for the plants and describe how such systems operate with the systems preventing any odor leaving the premises. For marihuana infused products, such plan shall also include all ventilation systems used to mitigate noxious gases or other fumes used or created as part of the production process.

2. Cultivated, produced, or distributed by a Marihuana Business. A Marihuana Business shall be ventilated so that the odor of marihuana cannot be detected by a person with a normal sense of smell at the exterior of the Marihuana Business or at any adjoining use or property.

3. Sufficient measures and means of preventing smoke, odor, debris, dust, fluids and other substances from exiting a Marihuana Business must be provided at all times. In the event that any odors, debris, dust, fluids or other substances exit a marihuana establishment, the owner of the subject premises and the permittee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The Marihuana Business shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations.

## **Sec. 16. Social Equity**

(a) ~~A permittee Any person or entity receiving more than \$10,000.00 in contract value or benefit from the City~~ must use good-faith efforts in hiring employees who have been negatively impacted by marihuana prohibition. Adult-use recreational marihuana businesses should use good-faith efforts to hire and retain 25 percent of its employees who are low income or live in the City of Pontiac.

## **Sec. 17. Class A Microbusinesses**

(a) A Class A microbusiness is subject to all applicable provisions in this Ordinance related to growers, processors, and retailers.

(b) All Class A Microbusinesses, shall comply with all applicable requirements of the City of Pontiac's zoning ordinance except where otherwise specified in this Ordinance.

(c) All Class A Microbusinesses shall be classified as Special Land Uses in the permitted zoning districts.

(d) A masonry screen wall shall be provided along all property lines abutting property that is zoned for residential use, subject to the requirements of the Pontiac Code of Ordinances.

(e) Class A Microbusinesses are prohibited if the location is within 1,000 feet from any pre-existing School; (f) The distance separation requirement set forth above shall be measured from nearest property line of the Business Location to the nearest property line of the parcel on which the listed use is located, regardless of ownership of property or Permittee. ~~A Class A Microbusiness shall not operate on the same parcel as any other Marijuana Business.~~

#### **Sec. 18. Designated Consumption Establishments.**

(a) All Designated Consumption Establishments shall comply with all applicable requirements of the City of Pontiac's zoning ordinance.

(b) Designated Consumption Establishments shall be limited to C-2 Downtown Adult-Use Marijuana Business Overlay District as identified in the City zoning ordinance and on the City Zoning Map, with three Designated Consumption Establishments permitted north of Huron Street and three Designated Consumption Establishments permitted south of Huron Street.

(c) Designated Consumption Establishments shall be classified as Special Land Uses in the permitted zoning districts.

(d) A masonry screen wall shall be provided along all property lines abutting property that is zoned for residential use, subject to the requirements of the Pontiac Code of Ordinances.

(e) Designated Consumption Establishments are prohibited if the location is within 1,000 feet from any pre-existing School; (f) The distance separation requirement set forth above shall be

measured from nearest property line of the Business Location to the nearest property line of the parcel on which the listed use is located, regardless of ownership of property or Permittee.

(f) A Designated Consumption Establishment shall:

(1) Install and maintain an operable ventilation and filtration system to remove smoke to the outside of the building and eliminate odor at the property line of the premises;

(2) Prominently display a sign near the entrance of the business which carries the following warning:

*WARNING: Marijuana use by pregnant or breastfeeding women, or by women planning to become pregnant, may result in fetal injury, preterm birth, low birth weight, or developmental problems for the child.*

#### **Sec. 19. Marijuana Business Co-Location and Stacking.**

(a) Separate Marijuana Business grower, processor, retailer, Class A microbusiness, and designated consumption establishment uses, shall be permitted to operate at the same location subject to permit approval for each use from the City. Establishments operating at the same location must have permit approval for each Marijuana Business type and use described above.

(b) Consistent with the MRTMA and the Rules, applicants for Class C grower permits shall be allowed to stack and receive multiple Class C grower permits, and to operate under each permit in a single establishment.

#### **Sec. 20. Transfer of Location Prohibited; Transfer of Ownership and Assets.**

(a) Transfer of Location Prohibited. Permittees may not transfer a permit issued under this ordinance to a different location.

(b) Transfer of Ownership or Assets. Permittees may apply to the Clerk to transfer ownership or assets of a permittee's business and the permit issued under this ordinance to a different individual or entity, subject to receiving in advance written approval from the Clerk and the Department pursuant to the MRTMA and the Rules. In order to request City approval to transfer ownership or assets and a permit to a different individual or entity, the permittee must make a written request to the Clerk, indicating the current permittee and the proposed permittee. The proposed permittee shall submit a complete application to the Clerk, and the Clerk shall grant the request so long as the proposed permittee meets all requirements outlined in this Ordinance and

the Department authorizes the transfer pursuant to the MRTMA and the Rules. A sale or transfer of an ownership interest of a social equity applicant shall be at a price no less than fair market value and the buyer or transferee shall be qualified as a social equity applicant.

(c) With submission of a complete transfer of ownership or assets application, the proposed permittee for an ownership or asset transfer shall pay a nonrefundable application fee of \$5,000.00, in order to offset costs of the City associated with review of the proposed permittee's qualifications for a permitted marijuana business operation.

#### **Sec. 21. Permits Generally**

(a) Permittees shall report any material change in the required information to the Clerk within twenty four (24) hour and shall report any non-material change in the required information to the Clerk within ten (10) business days of the change. Failure to do so may result in a fine, suspension or revocation of the license.

(b) Permit approval shall not be effective, and no Marijuana Business may operate, unless the Marijuana Business has obtained a State License, the site of the proposed use and proposed structure for the Marijuana Business has zoning approval for such use, and the proposed final site plan and special land use has been approved by the Planning Commission.

#### **Sec. 22. Term of Marijuana Business Permit.**

(a) Approval of a permit shall be for a period of one calendar year subject to continued compliance with this ordinance, the City Code, MRTMA and the Rules.

(b) Each permit for that current year shall be displayed in a conspicuous spot in the location.

(c) A permittee shall remove any expired permit on display and replace it with the current permit. A permittee shall not attempt nor act in any fraudulent manner in regard to the display of any permit.

#### **Sec. 23. Closing of Marijuana Business.**

(a) A permittee that closes a Marijuana Business must comply with the requirements issued by the Michigan Cannabis Regulatory Agency.

(b) Within thirty (30) days of a permittee ceasing operations, written notification must be provided to the City Clerk. (c) The permittee shall furnish to the City a current forwarding address, phone number and email for all permittees.

(d) The permittee shall surrender its Marijuana Business permit to the City upon the expiration of the thirty (30) days' notice to the City.

#### **Sec. 24. Annual Marijuana Business Permit Renewal.**

(a) Application for a permit renewal shall be made in writing to the Clerk at least 30 days prior to the expiration of an existing permit. Failure to submit a completed application for renewal of an existing permit along with the required renewal fee to the City Clerk on or before the license expiration date shall be grounds for the revocation or suspension of a permit. Any authorized establishment that has not timely submitted a renewal application as required herein shall suspend all business operations until such time as a renewal permit has been obtained.

(b) An application for permit renewal shall be made under oath on forms provided by the Clerk.

(c) An application for permit renewal shall be accompanied by a renewal fee of \$5,000.00 for each permit to help defray administrative and enforcement costs of the City associated with the operation of the Marijuana Business.

(d) Upon receipt of a completed application for renewal of a permit meeting the requirements of this ordinance and payment of the permit renewal fee, the Clerk shall refer a copy of the renewal application to the fire department and the Community Development Department, planning division, and other appropriate City departments and officials for review.

(e) No application for a permit renewal shall be approved unless:

(1) The fire department and the Community Development Department, planning division, and other appropriate departments have, within the past calendar year, inspected the proposed location for compliance with all state and local building, electrical, fire, mechanical and plumbing requirements.

(2) The Community Development Department, planning division, and other relevant departments have confirmed that the location complies with the zoning ordinance.

(3) The permittee possesses the necessary State Operating Licenses in good standing with the Department.

(4) The applicant has operated the Marijuana Business in accordance with the conditions and requirements of this ordinance and the City Code.

(5) The permittee has not been determined to be a public nuisance.

(6) An explanation, with supporting factual data, that the operations of the business have been consistent with the plans submitted with its application for a permit, including the staffing plan and proof of an insurance policy covering the business and naming the City of Pontiac, its elected and appointed officials, employees, and agents, as additional insured parties, primary and non-contributory available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors, in the amount of:

- a. at least Two Million Dollars (\$2,000,000) for property damage;
- b. at least Two Million Dollars (\$2,000,000) for injury to one (1) person; and
- c. at least Two Million Dollars (\$2,000,000) for injury to two (2) or more person resulting from the same occurrence.

The insurance policy underwriter must have a minimum A.M. Best Company insurance ranking of B+, consistent with state law. The policy shall provide that the City shall be notified by the insurance carrier thirty (30) days in advance of any cancellation or reduction in coverages.

(7) An explanation, with supporting factual data, of the efforts and success achieved by the social equity plan of the business to promote and encourage participation in the marijuana industry by local residents that have been disproportionately impacted by marijuana prohibition and enforcement, and the positive impact of the social equity plan on local residents.

(9) The City Treasurer has confirmed that the applicant and each stakeholder is not in default to the City for any property tax, special assessment, utility charges, fines, fees or other financial obligation owed to the City.

(10) The City has reviewed the application and determined that the applicant has satisfied the requirements of this Ordinance with respect to the criminal background check and security plan.

(11) Unless the applicant shows good cause, the applicant shall demonstrate to the City Clerk that the applicant was open and conducting business for a minimum of twenty (20) hours per week during each and every week of the prior year. The term "good cause" shall mean substantial grounds, such as an emergency, fire damage, or other unforeseeable circumstances that prevented the applicant from conducting business for a minimum of twenty (20) hours per week during each and every week of the prior year. Economic or financial decisions, or inability to secure capital or financial resources that prevented an applicant from conducting business for a minimum of twenty (20) hours per week during the prior year shall not be good cause.

(f) If written approval is given by each department or entity identified in this section, and the Clerk determines that the applicant has satisfied subsections (a), (b), (c), (d) and (e) of this Section, then the Clerk shall renew the permit of the applicant.

**Sec. 25. Denial, Nonrenewal, Suspension, or Revocation of Marihuana Business Permit; Basis for Action; Appeal.**

(a) Each Marihuana Business within the City for which a permit is granted shall be operated and maintained in accordance with all applicable City, State and federal laws, rules, and regulations. Any permit issued under this Ordinance may be revoked or suspended by the City after written notice and an administrative hearing if a City official finds and determines that grounds for revocation or suspension exist. Any grounds for revocation or suspension of a permit must be provided to the permittee at least ten (10) days prior to the date of the hearing by first class mail to the address given on the application or any address provided to the Clerk in writing subsequent to the filing of an application. The Clerk shall notify an applicant of the reasons for denial of an application for a permit, for permit renewal, or for suspension or revocation of a permit,

or any adverse decision under this ordinance and provide the applicant or permittee an administrative hearing with the opportunity to be heard.

(b) In addition to any other reasons set forth in this ordinance, the City may refuse to issue a permit, may refuse to grant renewal of a permit, and may suspend or revoke a permit pursuant to Pontiac City Ordinance sections 1-24 or for any of the following reasons:

- (1) A violation of any provision of this Ordinance, including, but not limited to, the failure to provide the information required by this Ordinance;
- (2) Any disqualifying conviction or pattern of convictions by the permittee or any stakeholder of the permittee including any conviction of any felony or any misdemeanor involving controlled substances, theft, or dishonesty by the applicant, permittee, stakeholder, or any person holding an ownership interest in the licensee;
- (3) Failure of the permittee to obtain or maintain a State License or approval pursuant to MRTMA and MMFLA;
- (4) Commission of fraud or misrepresentation or the making of a false statement by the applicant, permittee, or any stakeholder of the applicant or permittee, while engaging in any activity for which this Ordinance requires a permit;
- (5) The Marihuana Business is determined by the City to have become a public nuisance or otherwise is operating in a manner detrimental to the public health, safety or welfare;
- (6) Failure of the permittee to maintain the property causing a blighted or other condition in violation of any City ordinance, including but not limited to, Ord. No. 2355, 8-9-18, or in violation of any state law, including but not limited to, MCL 125.538 to 125.542;
- (7) Any default in the payment of any charges, taxes, or fees, to the City if not cured upon thirty (30) days following notice sent by electronic means or mail to the address of the Marihuana Business. This cure period does not apply to scoring of initial applications for Retailer, Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment permits;
- (8) Violation of any State law applicable to Marihuana Businesses.
- (9) Failure to obtain or maintain a certificate of occupancy from the Building Department;



(10) Failure of the permittee to obtain or maintain a permit or to renew a permit from the City Clerk; or

(11) The establishment facility's approved site plan is determined to be in substantial violation by the City.

(c) Appeal of denial of an application, denial of renewal, or revocation or suspension of a permit: Any applicant or permittee aggrieved by the denial, non-renewal, suspension or revocation of a permit or adverse decision under this ordinance may appeal to the Clerk, by filing with the Clerk, within fourteen (14) days after notice of the action complained of has been mailed or e-mailed to the applicant or to permittee's last known address on the records of the Clerk, a written statement setting forth fully the grounds for the appeal. The Clerk shall appoint a hearing officer to hear and evaluate the appeal and make a written recommendation and report to the Clerk. The Clerk shall review the report and recommendation of the hearing officer and issue a written decision. The Clerk's decision may be appealed to the Marihuana Business Commission by filing an appeal in writing to the Marihuana Business Commission no later than thirty (30) days after the Clerk's decision. The review on appeal of a denial, non-renewal, suspension, or revocation or adverse action shall be by the Marihuana Business Commission pursuant to this ordinance. The Marihuana Business Commission shall overturn a decision or finding of the Clerk if it finds such decision or finding to be arbitrary or capricious and/or not supported by material, substantial, and competent facts on the whole record considered by the Clerk in arriving at such decision or finding. Any decision by the Marihuana Business Commission on an appeal shall be final for purposes of judicial review. The Clerk may engage professional consultants to assist with the review and scoring of applications under this section.

(d) Following the denial of a permit to an applicant for a retailer permit, social equity retailer permit, Class A microbusiness permit or designated consumption establishment permit, and any subsequent appeal during the recommendation and issuance process, the Clerk may move to recommend the application with the next highest number of scoring points as determined in the application process to be awarded a permit.

(e) The City Clerk shall notify the Michigan Cannabis Regulatory Agency of all renewal applications which are renewed or denied, and all permits that are suspended or revoked.

(f) A permittee whose renewal application is denied, must submit a new application as a new applicant.

**Sec. 26. Penalties; temporary suspension of a permit.**

(a) The City may require an applicant or permittee of a Marijuana Business to produce documents, records, or any other material pertinent to the investigation of an applicant or permittee or to an alleged violation of this Ordinance or state law and rules. Failure to provide the required material may be grounds for application denial, or permit suspension or revocation.

(b) Any person in violation of any provision of this Ordinance, including the operation of a Marijuana Business without a permit shall be responsible for a civil infraction and shall be subject to a civil fine and costs. Increased civil fines may be imposed for a repeat violation. As used in this Ordinance "repeat violation" shall mean a second or any subsequent infraction of the same requirement or provision committed by a person or establishment within any twenty-four (24) month period. Unless otherwise specifically provided in this Ordinance, the penalty schedule is as follows:

- (1) Five Hundred Dollars (\$500), plus costs, for the first violation;
- (2) One Thousand Dollars (\$1,000), plus costs, for a repeat violation;
- (3) Three Thousand Dollars (\$3,000), plus costs for any repeat violation that continues for more than one day.

(c) The City may temporarily suspend a Marijuana Business permit without a prior hearing if the City finds that public safety or welfare requires emergency action affecting the public health, safety, or welfare. The City shall cause the temporary suspension by issuing a suspension notice in connection with institution of proceedings for notice and a hearing.

(d) If the City temporarily suspends a permit without a prior hearing, the permittee is entitled to a hearing within thirty (30) days after the suspension notice has been served on the permittee or posted on the permitted premises. The hearing shall be limited to the issues cited in the suspension notice.

(e) If the City does not hold a hearing within thirty (30) days after the date the suspension was served on the permittee or posted on the permitted premises, then the suspended permit shall be automatically reinstated and the suspension vacated.

(f) The penalty provisions herein are not intended to foreclose any other remedy or sanction that might be available to, or imposed by the City, including criminal prosecution.

**Sec. 27. Severability Clause.**

Should any word, phrase, sentence, paragraph, or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect.

**Sec. 28. Effective Date.**

This Ordinance shall become effective: (a) 30 days following the date of adoption, (b) the effective date of the amendment to ordinance #2360 (removing the prohibition of marihuana establishments); or (c) the effective date of the zoning code text amendments permitting Adult-Use Marihuana Business land uses, whichever is later.

**Sec. 29. Publication.**

**#3**

# **ORDINANCE**

Mark Yandrick  
Planning Manager  
myandrick@pontiac.mi.us  
248-758-2824



Community Development  
Department  
Planning Division  
47450 Woodward Avenue  
Pontiac, MI 48342

TO: City Council

CC: Mayor Tim Greimel  
Deputy Mayor Khalfani Stephens  
Community Development Director Rachel Loughrin

FROM: Mark Yandrick, Planning Manager

DATE: February 9, 2023

RE: Ordinance: Planning Commission By-Laws

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**Executive Summary:**

The City proposes a clean up the Planning Commission Ordinance and By-Laws to align with the State of Michigan Planning Enabling Act that clarifies confusing language regarding membership of the Planning Commission

Staff recommends City Council consider the two (2) proposed items, including the Planning Commission Ordinance, which will require a second reading, and the Planning Commission By-Laws, which City Council may consider adoption of the amendment at the February 16, 2023 meeting.

**Overview:**

This ordinance is intended to replace the previous Ordinance and By-Laws. As it currently reads, there is conflicting language of the make-up of the Planning Commission between residents and non-residents.

This proposal clarifies language on several items, including:

- That one member of Planning Commission is a non-resident, as allowed by the Michigan Planning Enabling Act.
- That the Mayor appoints the ex-officio City Council Member.

**Recommendation:**

Staff recommends City Council consider the motions below related to the updating of the Ordinance and By-Laws.

**Motions**

**Motion #1**

*"I move to approve the first reading of the amendments to Article V. ("BOARDS AND COMMISSIONS), Division 2. (PLANNING COMMISSION), Sec. 2-372 (Composition; Terms) of the City of Pontiac's Code of Ordinances and direct the City Clerk to publish said Ordinance in accordance with state law and hereby set the second reading of said Ordinance amendment for February 21, 2023."*

Motion #2

If the City Council is in agreement to approve the amendment to the Planning Commission Bylaws, an appropriate motion would be:

*"I move to approve the proposed amendment to Sec. 2-372 of the City Of Pontiac's Planning Commission Bylaws presented to City Council on February 16, 2023."*

**Attachments:**

Exhibit A: Planning Commission Proposed Ordinance

Exhibit B: Planning Commission By-Laws

## **Resolution of the Pontiac City Council**



### **Resolution to receive the first reading of An Ordinance to Amend Ordinance 2-372 Clarifying Planning Commission Bylaws**

WHEREAS, the City is proposing to Amend Ordinance 2-372 Clarifying Planning Commission Bylaws.

NOW THEREFORE, BE IT RESOLVED that the first reading of an Ordinance Amendment to Ordinance 2-372 Clarifying Planning Commission Bylaws is hereby received and read by the Pontiac City Council at the February 16, 2023 City Council meeting.

# **Exhibit A**



## ARTICLE V. BOARDS AND COMMISSIONS

### DIVISION 1. GENERALLY

**2-356—2-370 Reserved.**

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### DIVISION 2. PLANNING COMMISSION

#### **2-371 Scope, purpose and intent.**

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This division is adopted pursuant to the authority granted to the city under the Michigan Planning Enabling Act, Public Act No. 33 of 2008 (MCL 125.3801 et seq.) to establish a City Planning Commission with the powers, duties and limitations provided by those Acts and subject to the terms and conditions of this division and any future amendments to this division.

The purpose of this division is to provide that the City of Pontiac shall hereby confirm the establishment under the Michigan Planning Enabling Act, Public Act No. 33 of 2008 (MCL 125.3801, et seq.) to establish the appointments, terms, and membership of the city planning commission; to identify officers and the minimum number of meetings per year of the city planning commission; and to prescribe the authority, powers and duties of the city planning commission.

(Ord. No. 2222, § 2 (Exh. A), 5-20-11; Ord. No. 2224, § 1, 5-20-11)

#### **2-372 Composition; terms.**

---

(a) Under and by virtue of the authority in Act No. 33 of the Public Acts of Michigan of 2008 (MCL 125.3801 et seq.), there is created a city planning commission, formerly established under the former Act No. 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq.). The city planning commission shall consist of six (6) ~~resident persons~~members plus one (1) ex officio member for a total of seven (7) members. ~~The resident persons~~All Planning Commission Members, including the ex-officio member, shall be appointed by the mayor, subject to approval by a majority vote of the City Council, or, in the event of an appointment of an Emergency Manager under the Local Government and School District Fiscal Accountability Act, Act No. 4 of the Public Acts of Michigan of 2011 (MCL 141.1501 et seq.), the Emergency Manager shall appoint the members without any vote by the City Council, as provided in state law.

(b) City planning commission members shall be qualified electors of the city (i.e., a United States citizen who is eighteen (18) years old, and who has been a resident of the State of Michigan for six (6) months and a resident of the City for at least thirty (30) days), except that one city planning commission member may be an individual who is not a qualified elector of the City.

(c) An appointed member of the city planning commission shall hold no other municipal office, except that one member may be a member of the zoning board of appeals or a member of the joint fire administrative board, except one ex officio member. No elected officer or employee of the City is eligible to be a member of the city planning commission, except one ex officio member.

(d) The term of each appointed member shall be three (3) years and shall serve for the terms herein specified, unless removed before the expiration of the term pursuant to this division or state law and except as provided in subsection (f) below.

(e) Members of the city planning commission shall represent, insofar as is possible, different professions or occupations. By way of example and to the extent practicable, members should come from the economic, governmental, educational, and social development segments of the City of Pontiac, in accordance with the major interests as they exist in the City of Pontiac, such as agricultural, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership shall also be representative of the entire territory of the City of Pontiac to the extent practicable.

(f) The terms of the six (6) ~~resident~~ members shall be for three (3) years and commence on July 1, 2011; provided, however, that three members of the first city planning commission to be appointed hereunder shall serve until June 30, 2012, two members until June 30, 2013, and two members until June 30, 2014. Thereafter all members shall be appointed for a term of three years and shall serve until their successors are appointed and qualified. The term of ex officio member shall be concurrent with the term of office of the Mayor of the City of Pontiac. A member will hold the position until a successor is appointed, although the mayor or, in the event of an appointment of an Emergency Manager under the Local Government and School District Fiscal Accountability Act, Act No. 4 of the Public Acts of Michigan of 2011 (MCL 141.1501 et seq.), the Emergency Manager, shall nominate an appointee three (3) months prior to the expiration of a sitting appointee's term for consideration as an appointee under the provisions of this division.

(g) The ex officio member shall include the mayor or a person ~~designated~~ appointed by him.

(h) No member of the city planning commission shall receive any compensation as such.

(l) The service of current members of the city planning commission shall terminate on June 30, 2011 (whether their terms are expired or unexpired), replaced by the members appointed under this division on July 1, 2011. Notwithstanding the foregoing, such current members of the city planning commission may apply for appointment to the new city planning commission created under this division.

(Ord. No. 2222, § 2 (Exh. A), 5-20-11; Ord. No. 2224, § 2, 5-20-11; Ord. No. 2236, § 1, 12-5-11)

**Cross references**—Buildings and building regulations, ch. 22.

**State law references**—Michigan Planning Enabling Act, MCL 125.3801 et seq.

# **Exhibit B**

## **PLANNING COMMISSION BYLAWS**

### **City of Pontiac**

### **Municipal Code – Article V – Boards and Commissions**

#### **2-371. Scope, purpose and intent.**

This division is adopted pursuant to the authority granted to the city under the Michigan Planning Enabling Act, Public Act No. 33 of 2008 (MCL 125.3801 et seq.) to establish a City Planning Commission with the powers, duties and limitations provided by those Acts and subject to the terms and conditions of this division and any future amendments to this division.

The purpose of this division is to provide that the City of Pontiac shall hereby confirm the establishment under the Michigan Planning Enabling Act, Public Act No. 33 of 2008 (MCL 125.3801, et seq.) to establish the appointments, terms, and membership of the city planning commission; to identify officers and the minimum number of meetings per year of the city planning commission; and to prescribe the authority, powers and duties of the city planning commission.

(Ord. No. 2222, § 2 (Exh. A), 5-20-11; Ord. No. 2224, § 1, 5-20-11)

#### **2-372. Composition; terms.**

- a. Under and by virtue of the authority in Act No. 33 of the Public Acts of Michigan of 2008 (MCL 125.3801 et seq.), there is created a city planning commission, formerly established under the former Act No. 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq.). The city planning commission shall consist of six (6) ~~resident persons~~members plus one (1) ex officio member for a total of seven (7) members. ~~The resident persons~~All Planning Commission Members, including the ex-officio member, shall be appointed by the mayor, subject to approval by a majority vote of the City Council, or, in the event of an appointment of an Emergency Manager under the Local Government and School District Fiscal Accountability Act, Act No. 4 of the Public Acts of Michigan of 2011 (MCL 141.1501 et seq.), the Emergency Manager shall appoint the members without any vote by the City Council, as provided in state law.
- b. City planning commission members shall be qualified electors of the city (i.e., a United States citizen who is eighteen (18) years old, and who has been a resident of the State of Michigan for six (6) months and a resident of the City for at least thirty (30) days), except that one city planning commission member may be an individual who is not qualified elector of the City.
- c. An appointed member of the city planning commission shall hold no other municipal office, except that one member may be a member of the zoning board of appeals or a member of the joint fire administrative board, except one ex officio member. No elected officer or employee of the City is eligible to be a member of the city planning commission, except one ex officio member.
- d. The term of each appointed member shall be three (3) years and shall serve for the terms herein specified, unless removed before the expiration of the term pursuant to this division or state law and except as provided in subsection (f) below.
- e. Members of the city planning commission shall represent, insofar as is possible, different professions or occupations. By way of example and to the extent practicable, members should come from the economic, governmental, educational, and social development segments of the City of Pontiac, in accordance with the major interests as they exist in the City of Pontiac, such as agricultural, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership shall also be representative of the entire territory of the City of Pontiac to the extent practicable.

- f. The terms of the six (6) ~~resident~~ members shall be for three (3) years and commence on July 1, 2011; provided, however, that three members of the first city planning commission to be appointed hereunder shall serve until June 30, 2012, two members until June 30, 2013, and two members until June 30, 2014. Thereafter all members shall be appointed for a term of three years and shall serve until their successors are appointed and qualified. The term of ex officio member shall be concurrent with the term of office of the Mayor of the City of Pontiac. A member will hold the position until a successor is appointed, although the mayor or, in the event of an appointment of an Emergency Manager under the Local Government and School District Fiscal Accountability Act, Act No. 4 of the Public Acts of Michigan of 2011 (MCL 141.1501 et seq.), the Emergency Manager, shall nominate an appointee three (3) months prior to the expiration of a sitting appointee's term for consideration as an appointee under the provisions of this division.
- g. The ex officio member shall include the mayor or a person ~~designated~~ appointed by him.
- h. No member of the city planning commission shall receive any compensation as such.
- i. The service of current members of the city planning commission shall terminate on June 30, 2011 (whether their terms are expired or unexpired), replaced by the members appointed under this division on July 1, 2011. Notwithstanding the foregoing, such current members of the city planning commission may apply for appointment to the new city planning commission created under this division.

(Ord. No. 2222, § 2 (Exh. A), 5-20-11; Ord. No. 2224, § 2, 5-20-11; Ord. No. 2236, § 1, 12-5-11)

**Cross references**—Buildings and building regulations, ch. 22.

**State law references**—Michigan Planning Enabling Act, MCL 125.3801 et seq.

### **2-373. Officers' election; meeting.**

- a. The city planning commission shall elect its chairman from among the appointed members and create and fill such other of its offices as it may determine. The term of chairman shall be one (1) year, with eligibility for reelection.
- b. The city planning commission shall hold at least one regular meeting in each month.
- c. The city planning commission shall comply with the Open Meetings Act.

(Ord. No. 2222, § 2 (Exh. A), 5-20-11; Ord. No. 2224, § 3, 5-20-11)

### **2-374. Removal of city planning commission member vacancy.**

- a. Members of the city planning commission may, after written charges and a public hearing occurring no sooner than ten (10) days after the preparation of written charges, be removed by the mayor for the following reasons: conflict of interest; inefficiency; neglect of duty; malfeasance, misfeasance or nonfeasance in office; lack of qualifications; incompetency; misconduct; conviction of a felony; or a violation of this charter (including the charter's conflict of interest provisions) or any job-related ordinance, rule or regulation. In the event of an appointment of an Emergency Manager under the Local Government and School District Fiscal Accountability Act, Act No. 4 of the Public Acts of Michigan of 2011 (MCL 141.1501 et seq.), the Emergency Manager may remove a member for any reason as provided by Act No. 4 of the Public Acts of Michigan.
- b. Members shall disclose of all potential conflicts of interest and may not vote on a matter for which the member has a conflict of interest. Failure to disclose potential conflicts of interest or voting on matters for which the member has a conflict of interest is considered malfeasance in office.

- c. In the case of the termination of membership of any member of the city planning commission before the expiration of his term, through resignation, removal or any other reason, the vacancy shall be filled by appointment by the mayor, subject to the approval by a majority vote of the members of the city council, for the unexpired term of the member whose membership has terminated or, in the event of an appointment of an Emergency Manager under the Local Government and School District Fiscal Accountability Act, Act No. 4 of the Public Acts of Michigan of 2011 (MCL 141.1501 et seq.), the Emergency Financial Manager shall fill the vacancy with an appointment with no vote by the City Council required, as provided in state law.

(Ord. No. 2222, § 2 (Exh. A), 5-20-11; Ord. No. 2224, § 4, 5-20-11)

#### **2-375. City liability limited; expenditures.**

No liability shall be incurred by the city planning commission, nor shall any employee be hired or contract made with any person, except on the approval of the city planning commission by resolution. No expenditure of any funds shall be made unless such funds are first appropriated and set aside by the city planning commission.

(Ord. No. 2222, § 2 (Exh. A), 5-20-11; Ord. No. 2224, § 5, 5-20-11)

#### **2-376. Additional duties**

The City Planning Commission shall:

- a. Under the authority in Act No. 33 of the Public Acts of Michigan of 2008 (MCL 125.3801 et seq.), and other applicable planning statutes, the Planning Commission shall make a master plan as a guide for development within the City's planning jurisdiction;
- b. Keep a public record of all resolutions, transactions, findings and determinations, including, but not limited to, making all final agendas and minutes available on the City Planning Commission's website; and
- c. Make an annual written report to the Mayor and City Council of the City Planning Commission's operations and status of planning activities.
- d. Be exempted from preparing the capital improvement program in accordance with MCL 125.3865. The capital improvement program shall be prepared by the Community Development Director, subject to final approval by the City Council.

(Ord. No. 2222, § 2 (Exh. A), 5-20-11; Ord. No. 2224, § 6, 5-20-11; Ord. No. 2298, § 1, 7-7-13)

#### **2-377. State regulations applicable.**

The city planning commission, except as provided in this division, shall be governed by the rules and regulations set forth in Act No. 33 of the Public Acts of Michigan of 2008 (MCL 125.3801 et seq.), as amended. The purpose of the city planning commission shall be the adoption of a city plan and a zoning ordinance for the control of the height, area, bulk, location and use of buildings and premises in the city.

(Ord. No. 2222, § 2 (Exh. A), 5-20-11; Ord. No. 2224, § 7, 5-20-11)

**#4**

**ORDINANCE**





**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

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**TO:** Pontiac City Council

**FROM:** Dick Carlisle, AICP, Planning Consultant for the City  
Mark Yandrick, Planning Manager

**DATE:** February 8, 2023

**RE:** Request for Zoning Map Amendment (ZMA-22-011)  
Lighthouse Campus Plan  
46156 Woodward Ave.

**Executive Summary**

Lighthouse, at 46156 Woodward, proposes a rezoning for their headquarters and adjacent parcels to the east between Woodward Avenue and Center Street. The rezoning for the western half to Local Business (C-1) and the eastern half to Office Business (C-0) allows the property owner to incorporate some additional uses into their campus, including a grocery store and community service facility.

Planning Commission reviewed the proposal during a public hearing at their Wednesday, March 1, 2023 meeting and recommended approval to City Council, 4-0.

**Proposal**

James Pappas, Fusco, Shaffer & Pappas, on behalf of Lighthouse, submitted a concept drawing for preliminary site plan approval in October 2022. As depicted in the preliminary site plan, the organization is seeking to expand an existing service location into a multi-use campus. To move forward with this plan, the applicant has requested to make the following changes to zoning, as seen in the table below:

Table 1.0, Zoning Map Amendment Request

Parcel Number(s)	Current Zoning	Requested Change
14-33-151-019 West of Hovey Street	C-0	C-1
14-33-152-001 14-33-152-002 14-33-152-003 14-33-152-004 14-33-152-005 14-33-152-006 14-33-152-007 14-33-152-008 East of Hovey Street	R-1	C-0

Richard K. Carlisle, *President* Douglas J. Lewan, *Executive Vice President* John L. Enos, *Vice President*  
David Scurto, *Principal* Benjamin R. Carlisle, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* R. Donald Wortman, *Principal*  
Laura K. Kreps, *Senior Associate* Paul Montagno, *Senior Associate* Megan Masson-Minock, *Senior Associate*

The City of Pontiac Master Plan establishes future land use categories that are consistent with Lighthouse's proposed development. The Master Plan designates the west side of the proposed campus as an "Office/Hospital/Healthcare District" and the east side of the campus as a "Traditional Neighborhood Residential District." Both future land use categories encourage flexibility. They would permit offices, residences, and neighborhood institutions where proposed.

Exhibit A: Lighthouse's own Master Plan (Not Received City Approvals)

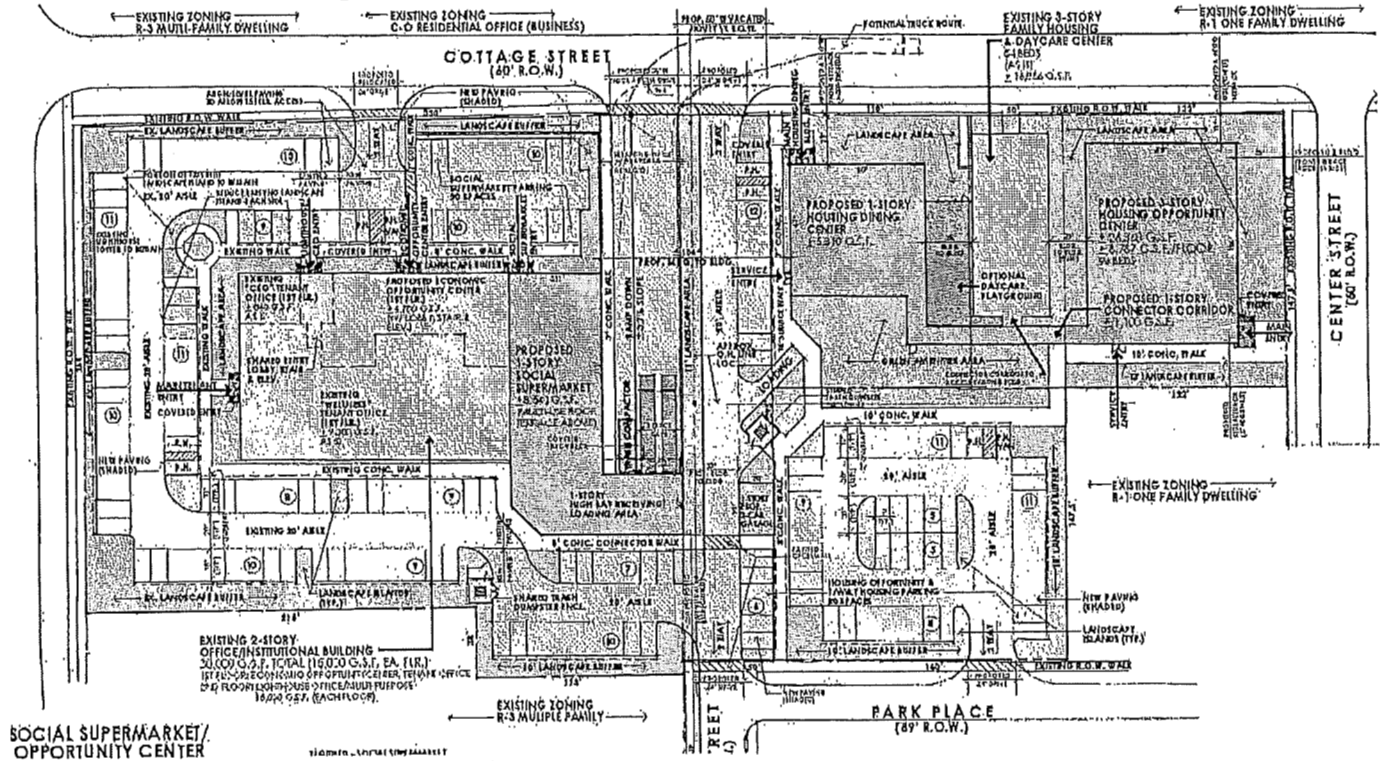


Exhibit B: Zoning of lots and surrounding areas



The applicant proposes to re-zone the majority of the area, west of Hovey Street, to C-1, Local Business/ Residential Mixed Use. Indoor retail sales, a proposed use that is indicated by the "Social Supermarket," are not permitted in the C-0 designation, which the subject site is currently zoned. Further, the applicant proposes to re-zone the parcels east of Hovey Street to C-0, Residential Office. This change would allow a mix of residential with non-residential uses and is therefore consistent with the preliminary site plan.

The applicant will need to apply for a Site Plan for this project, which will be contingent on the rezoning of these subject properties.

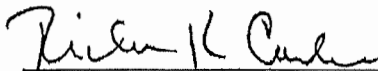
**Staff Recommendation**

Based on our analysis of the applicant's request, staff recommends approval to Planning Commission in their consideration of proposed changes to the districts zoning.

**Planning Commission Recommendation**

Planning Commission reviewed the Zoning Map Amendment in a public hearing at their Wednesday, February 1<sup>st</sup> meeting. They discussed the scope of the project, and the impact to the surrounding area, and also noted that the proposed improvements would not be very noticeable to the Woodward Avenue corridor as the front section of the development along Woodward would be unchanged. Planning Commission recommended approval of the Zoning Map Amendment to City Council 4-0

Sincerely,



CARLISLE/WORTMAN ASSOC., INC  
Richard K. Carlisle, FAICP  
Past President/Senior Principal

## **Resolution of the Pontiac City Council**



**Resolution to receive the first reading of An Ordinance to Amend Appendix B of the Municipal Code of the City of Pontiac Amending Article 2, Section 2.103- Zoning Map, to Change the Zoning Classifications for Specific parcels on Woodward Ave. (ZMA 22-011 for Lighthouse of Oakland County at 46156 Woodward Ave.)**

WHEREAS, the City is proposing an Ordinance to Amend Appendix B of the Municipal Code of the City of Pontiac Amending Article 2, Section 2.103- Zoning Map, to Change the Zoning Classifications for Specific parcels on Woodward Ave. (ZMA 22-011 for Lighthouse of Oakland County at 46156 Woodward Ave.)

NOW THEREFORE, BE IT RESOLVED that the first reading of an Ordinance to Amend Appendix B of the Municipal Code of the City of Pontiac Amending Article 2, Section 2.103- Zoning Map, to Change the Zoning Classifications for Specific parcels on Woodward Ave. (ZMA 22-011 for Lighthouse of Oakland County at 46156 Woodward Ave.) is hereby received and read by the Pontiac City Council at the February 16, 2023 City Council meeting.

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF PONTIAC

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

ZONING ORDINANCE MAP AMENDMENT

AN ORDINANCE TO AMEND APPENDIX B OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC, AMENDING ARTICLE 2, SECTION 2.103—ZONING MAP, TO CHANGE THE ZONING CLASSIFICATIONS FOR SPECIFIC PARCELS ON WOODWARD AVE.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.

That the Zoning Map of the City of Pontiac, said map being incorporated by reference in the Zoning Ordinance for the City of Pontiac pursuant to Article 2 therefor, be and the same is hereby amended, changed, and altered so that hereafter the zoning classifications for the below legal descriptions shall be rezoned as follows:

1. Existing C-0 Residential Office parcels to C-1 Local Business;
2. Existing R-3 Multiple Family Dwelling parcels to C-1 Local Business;
3. Existing R-1 One Family Dwelling parcels to C-0 Residential Office.

LOTS 118 AND 125 OF EASTERN ADDITION TO THE VILLAGE OF PONTIAC (NOW CITY OF PONTIAC), ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 1 OF PLATS, PAGE 2, OAKLAND COUNTY RECORDS, ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 8, THE VACATED ALLEY ADJACENT TO SAID LOTS, 1/2 OF VAC ALLEY ADJACENT TO LOTS 9 AND 10, ALL IN BLOCK 1 AND THAT PORTION OF HOVEY STREET (50 FEET WIDE) OF THE MAP OF TREGENT AND STOCKWELL'S PLAT OF PONTIAC MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 4 OF PLATS, PAGE 34, OAKLAND COUNTY RECORDS AND LOCATED IN THE NORTHWEST

1/4 OF SECTION 33, T. 3 N., R.E 10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF COTTAGE STREET (60 FEET WIDE) AND THE EASTERLY RIGHT-OF-WAY LINE OF WOODWARD AVENUE (WIDTH VARIES); THENCE N. 87°07'52" E. 656.45 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF COTTAGE STREET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CENTER STREET (60 FEET WIDE); THENCE S. 03°00'48" E. 155.00 FEET (RECORD AND MEASURED) TO A POINT ON THE NORTHERLY LINE OF LOT 10 IN SAID TREGENT AND STOCKWELL'S PLAT; THENCE S. 87°06'04" W. 122.49 FEET ALONG SAID NORTH LINE OF LOTS 10 AND 9 TO A POINT ON THE WESTERLY LOT LINE OF SAID LOT 9; THENCE S. 02°44'37" E. 140.07 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PARK PLACE (89 FEET WIDE); THENCE S. 87°04'08" W. 211.50 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID HOVEY STREET; THENCE S. 02°23'32" E. 6.61 FEET; THENCE S. 87°07'38" W. 115.00 FEET; THENCE N. 02°23'26" W. 38.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 125 OF EASTERN ADDITION TO THE VILLAGE OF PONTIAC; THENCE ALONG SAID LINE S. 87°07'31" W. 207.75 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF WOODWARD AVENUE; THENCE N. 02°52'55" W. 264.00 FEET (MEASURED AND RECORD) ALONG SAID EASTERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING.

**Section 2. Repealer and Severability.**

All other parts and provisions of the Zoning Ordinance shall remain in effect, amended only as provided above. If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

**Section 3. Effective Date**

The foregoing amendment to the City of Pontiac Zoning Map was approved and adopted by the City Council on \_\_\_\_\_, 2023, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. The Ordinance shall be effective on \_\_\_\_\_, 2023, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment in a publication in a newspaper of general circulation in the zoning district as required by Section 401 of Act 110 of 2006, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

**ORDINANCE DECLARED ADOPTED.**

## CERTIFICATION

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Pontiac, County Oakland, State of Michigan, at a regular meeting of the City Council held on \_\_\_\_\_ day of \_\_\_\_\_, 2023, and public notice of said meeting was given pursuant to and in accordance with the requirements of Act No. 267 of the Public Acts of 1976, as amended, being the Open Meetings Act, and the minutes of said meeting have been or will be made available as required by said Act.

Members Present: \_\_\_\_\_

Members Absent: \_\_\_\_\_

It was moved by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_ to adopt the Ordinance.

Members voting yes: \_\_\_\_\_

Members voting no: \_\_\_\_\_

Members abstaining: \_\_\_\_\_

The Ordinance was declared adopted by the Mayor and has been recorded with the City of Pontiac.

\_\_\_\_\_  
Garland Doyle, City Clerk  
City of Pontiac, Michigan

ADOPTED:

PUBLISHED:

EFFECTIVE:





# 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: 46156 Woodward Ave.

Office Use Only

PF Number: \_\_\_\_\_

Sidwell Number: See List Below

Date:

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	James Pappas, President - Fusco, Shaffer & Pappas, Inc.		
Address	550 East Nine Mile Rd.		
City	Ferndale		
State	Michigan		
ZIP Code	48220		
Telephone	Main: (248)-543-4100	Cell:	Fax: (248)-543-4141
E-Mail	jpappas@fsparch.com		

## **Project and Property Information**

Name of Proposed Development: Lighthouse Campus Master Plan

The subject property is location at 46156 Woodward Ave. on the N / S / E / W side of Woodward Ave. between Cottage St. and Park Place.

The property is zoned: C-0 Residential Office, R-3 Multiple-family Dwelling & R-1 One Family Dwelling

Proposed Zoning District: Existing C-0 & R-3 Multiple-family Dwelling Zoning Parcels to Re-Zone to C-1, Existing R-1 Zoning Parcels to Rezone to C-0

It is proposed that the property will be used as: Continued use of existing buildings as Office and Family Housing Opportunity Center. The Economic Opportunity Center and Social Supermarket will be Added to the Campus.

The subject property is legally described as follows (include sidewalk numbers): 14-33-151-019, 14-33-151-007, 14-33-152-001, 14-33-152-002, 14-33-152-003, 14-33-152-004, 14-33-152-005, 14-33-152-006, 14-33-152-007, 14-33-152-008, Hovey St. Right-of-way, to be vacated between Cottage St. and Park Place.

**Property Owner Information**

Name	Lighthouse		
Address	46156 Woodward Ave.		
City	Pontiac		
State	Michigan		
ZIP Code	48342		
Telephone	Main: (248) 920-6000	Cell: (248) 330-1070	Fax:
E-Mail	todd@lighthousemi.org		


Are you the   X   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.).


Continued use of existing building as an Office and Family Housing Opportunity Center. The Economic Opportunity Center and Social Supermarket will be added.

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.

Lighthouse has owned & operated the existing offices & housing with services use & has been established for over 20 years at this location. The proposal is meant to consolidate the current campus while improving the existing housing and services. This will not significantly change use of this property and will not be detrimental to the public. See attached Campus Master Plan.

  
\_\_\_\_\_  
Signature of Owner

TODD BURK CHIEF REAL ESTATE OFFICER  
For: SOS DBA Lighthouse MI

  
\_\_\_\_\_  
Signature of Applicant

State of Michigan  
County of Oakland

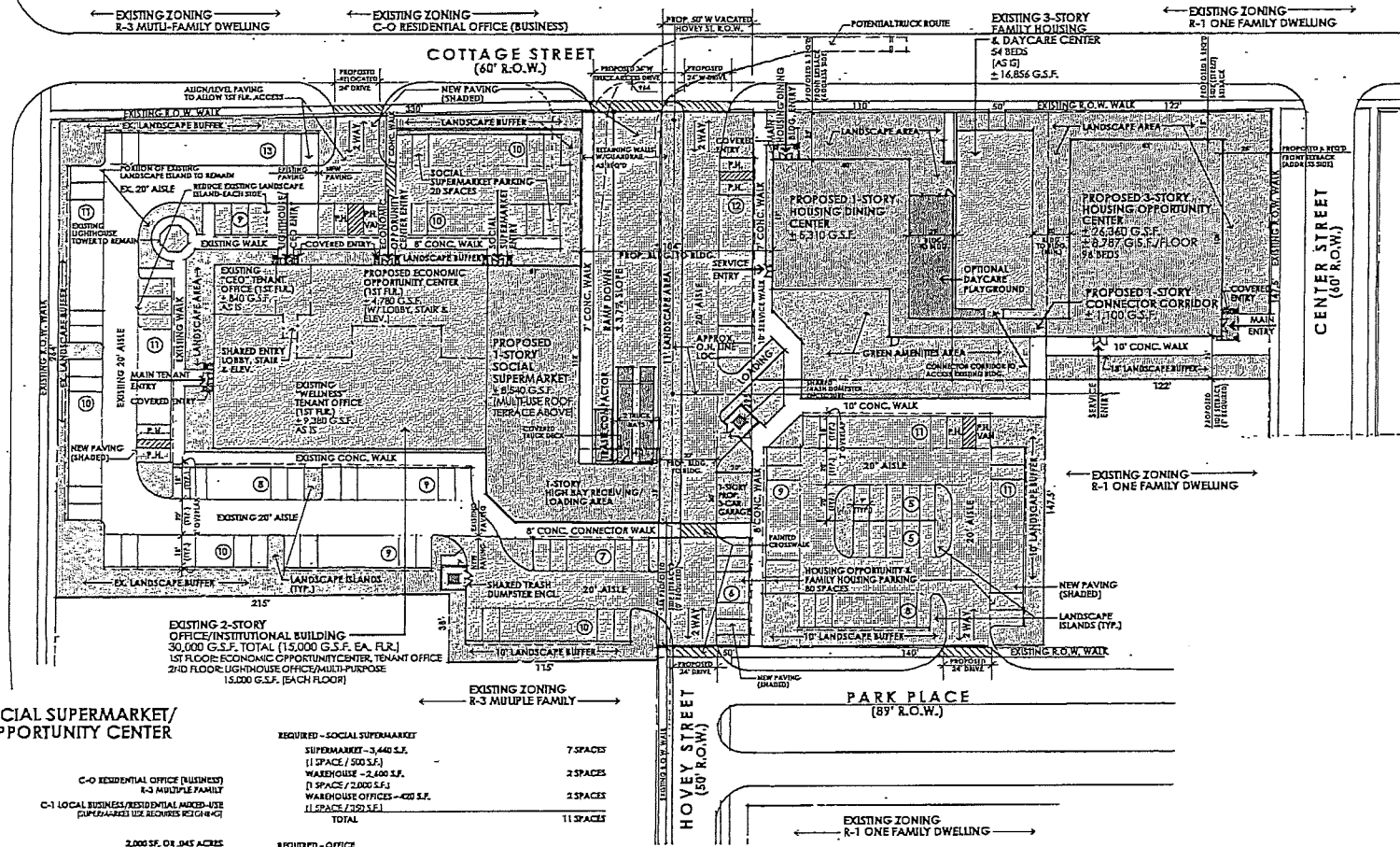
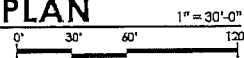
On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the 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: \_\_\_\_\_



# CONCEPTUAL CAMPUS MASTER PLAN

NOTE FOR CONCEPTUAL USE ONLY. MUST HAVE CURRENT SURVEY TO CONFIRM ALL TOPO, SITE DATA AND LOT FIT.



## SITE DATA - SOCIAL SUPERMARKET/ ECONOMIC OPPORTUNITY CENTER

<b>ZONING</b>	<b>C-O RESIDENTIAL OFFICE (BUSINESS)</b>	<b>EXISTING ZONING</b>	<b>R-3 MULTIPLE FAMILY</b>
<b>EXISTING</b>	C-O RESIDENTIAL OFFICE (BUSINESS)	<b>EXISTING ZONING</b>	R-3 MULTIPLE FAMILY
<b>PROPOSED</b>	C-1 LOCAL BUSINESS/RESIDENTIAL MIXED-USE (SUPERMARKET USE REQUIRES REZONING)	<b>EXISTING ZONING</b>	R-3 MULTIPLE FAMILY
<b>SITE AREA</b>	2,000 SF. OR .045 ACRES	<b>REQUIRED - SOCIAL SUPERMARKET</b>	
<b>MINIMUM</b>	2,000 SF. OR .045 ACRES	SUPERMARKET - 3,440 S.F.	7 SPACES
<b>PROPOSED (INCLUDING HOVEY VACATED 2.0 AC)</b>	±18,240 G.S.F. OR ±2.43 ACRES	WAREHOUSE - 2,400 S.F.	2 SPACES
<b>BUILDING FOOTPRINT</b>		WAREHOUSE OFFICES - 400 S.F.	2 SPACES
EXISTING OFFICE/INSTITUTIONAL BUILDING	±15,000 G.S.F.	<b>TOTAL</b>	<b>11 SPACES</b>
PROPOSED SOCIAL SUPERMARKET	±3,540 G.S.F.	<b>RENTED - OFFICE</b>	
<b>TOTAL</b>	<b>±18,540 G.S.F.</b>	MAIN OFFICE - 7,500 S.F.	25 SPACES
<b>LOT COVERAGE</b>		MULTI-PURPOSE AREA - 7,500 S.F.	15 SPACES
ALLOWABLE	N/A	OFFICE - 1,000 S.F.	3 SPACES
PROVIDED	±22.18%	TENANT OFFICE - 10,220 S.F.	34 SPACES
<b>PARKING</b>		<b>TOTAL</b>	<b>74 SPACES</b>
REQUIRED - ECONOMIC OPPORTUNITY CENTER		<b>GRAND TOTAL REQUIRED PARKING</b>	<b>89 SPACES</b>
SERVICE AREA - 30 CLIENTS	10 SPACES	PROVIDED PARKING (TOTAL)	114 SPACES
(SHELTERS DEFAULT 1 SPACE / 3 RESIDENTS)	2.3 SPACES	<b>BUILDING AREA</b>	
OFFICE - 400 S.F.	2.3 SPACES	FIRST FLOOR - SOCIAL SUPERMARKET (PROPOSED ADDITION)	±8,540 G.S.F.
(ADMIN/OFFICE) 1 SP/250 S.F.	2.3 SPACES	FIRST FLOOR - ECONOMIC OPPORTUNITY CENTER (PROPOSED)	±4,780 G.S.F.
CLINIC - 400 S.F.	2.3 SPACES	FIRST FLOOR - TENANT OFFICE (EXISTING)	±10,220 G.S.F.
		SECOND FLOOR - OFFICE/COMMUNITY/MULTI-PURPOSE (EXISTING)	±15,000 G.S.F.
		<b>TOTAL BUILDING AREA</b>	<b>±38,540 G.S.F.</b>

NOTES:  
1. ALL INTENSITY AND DIMENSIONAL DATA NOTED AS "REQUIRED" OR "ALLOWED" BASED ON THE C-1 BASE ZONING STANDARD.

## SITE DATA - HOUSING OPPORTUNITY CENTER/FAMILY HOUSING

<b>ZONING</b>	<b>R-1 ONE-FAMILY DWELLING</b>
<b>EXISTING</b>	R-1 ONE-FAMILY DWELLING
<b>PROPOSED</b>	C-O RESIDENTIAL OFFICE (BUSINESS)
<b>SITE AREA</b>	10,800 SF. OR 0.24 ACRES
<b>MINIMUM</b>	10,800 SF. OR 0.24 ACRES
<b>PROPOSED</b>	±45,195 G.S.F. OR ±1.49 ACRES
<b>SITE WIDTH</b>	105 FT
<b>MINIMUM</b>	105 FT
<b>PROPOSED</b>	282 FT
<b>BUILDING FOOTPRINT</b>	
EXISTING FAMILY HOUSING/DAYCARE	±4,214 G.S.F.
PROPOSED HOUSING OPPORTUNITY CENTER	±15,197 G.S.F.
(INCLUDING DINING & CONNECTOR)	
<b>TOTAL</b>	<b>±19,411 G.S.F.</b>
<b>LOT COVERAGE</b>	
ALLOWABLE	N/A
PROVIDED	±29.77%
<b>PARKING</b>	
REQUIRED - EXISTING FAMILY HOUSING/DAYCARE CENTER	
FAMILY HOUSING - 54 RESIDENTS	18 SPACES
(1 SPACE / 3 RESIDENTS)	
DAYCARE CENTER - 40 CLIENTS	10 SPACES
(1 SPACE / 4 CLIENTS)	
<b>SUBTOTAL</b>	<b>28 SPACES</b>
REQUIRED - PROPOSED HOUSING OPPORTUNITY CENTER/DINING	
HOUSING OPPORTUNITY CENTER 16 RESIDENTS	32 SPACES
(HOUSING OPPORTUNITY CENTER 1 SP/3 RESIDENTS)	
OFFICE - 1,713 S.F.	6 SPACES
(ADMIN 1 SP/200 S.F.)	
CLINIC - 54 S.F.	1 SPACE
(1 SPACE/200 S.F.)	
<b>SUBTOTAL</b>	<b>39 SPACES</b>
<b>GRAND TOTAL REQUIRED</b>	<b>67 SPACES</b>
PROVIDED - HSG. OFF. CENTER/FAMILY HSG./DAYCARE	80 SPACES
PROVIDED - GARAGE	3 SPACES
<b>RED COUNT</b>	
PROPOSED HOUSING OPPORTUNITY CENTER	76 BEDS
(MEN & WOMEN & FAMILIES - MIX VARIOUS)	
EXISTING FAMILY HOUSING CENTER	54 BEDS
<b>TOTAL BEDS</b>	<b>130 BEDS</b>
<b>BUILDING AREA</b>	
EXISTING FAMILY HSG./DAYCARE	±4,856 G.S.F.
PROPOSED HOUSING OPPORTUNITY CENTER/DINING	
FIRST FLOOR (HSG. DINING & CONNECTOR)	±15,197 G.S.F.
SECOND FLOOR	±5,787 G.S.F.
THIRD FLOOR	±8,787 G.S.F.
<b>TOTAL BUILDING</b>	<b>±29,771 G.S.F.</b>
<b>GRAND TOTAL BUILDING AREA</b>	<b>±34,627 G.S.F.</b>
<b>BUILDING HEIGHT</b>	
ALLOWABLE	35 FT
EXISTING FAMILY HSG./DAYCARE CENTER	35 FT
PROPOSED HOUSING OPPORTUNITY CENTER	35 FT (3-STORY)
PROPOSED HOUSING DINING CENTER	18 FT (1-STORY)
PROPOSED 3-CAR GARAGE	15 FT (1-STORY)

NOTE:  
ALL INTENSITY AND DIMENSIONAL DATA NOTED AS "REQUIRED" OR "ALLOWED" BASED ON THE C-1 BASE ZONING STANDARD.

## LIGHTHOUSE CAMPUS MASTER PLAN

PONTIAC, MICHIGAN  
CITY PRESENTATION  
OCTOBER 26, 2022  
PLANNING COMMISSION  
DECEMBER 7, 2022

ESPIRUSCO, SHAFER & PAPPAS, INC.  
ARCHITECTS & PLANNERS  
550 E. WINDMILL RD.  
TROY, MI 48063  
www.espirusco.com

**#5**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Office of the City Clerk*

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**TO:** Honorable City Council

**FROM:** Garland S. Doyle, City Clerk

**DATE:** February 3, 2023

**RE:** Resolution to approve a proposed budget amendment to transfer \$15,000 in funding out of the General Fund Balance GL account 101-000-390.000 and transfer \$15,000 into 101-215-902.005 Public Notices

The City adopted a FY 2022-23 budget that allocated \$10,000 for General Fund GL Account 101-215-902.005 Public Notices. This account is used to pay for the publishing of public notices in a newspaper for public hearings and budget amendments as required by the City Charter and/or ordinances.

The following is a breakdown of what we have spent on publishing public notices from July 1, 2022 – December 31, 2022

Invoices	Budget Amendments	Public Hearing	Public Notices Total
July	\$402.25		\$402.25
August	\$857.50		\$857.50
September	\$910.25	\$1,907.75	\$2,818.00
October	\$481.75	\$1,028.50	\$1,510.25
November	\$1,339.00	\$481.75	\$1,820.75
December	\$2,986.50	\$455.25	\$3,441.75
<b>Total</b>	<b>\$6,977.25</b>	<b>\$3,873.25</b>	<b>\$10,850.50</b>

We are requesting an additional 15,000 in funding so will be able to continue publishing notices for the remainder of the fiscal year February – June 2023 and pay the invoices incurred in January 2023.

cc: Mayor Greimel  
Deputy Mayor Stephens

## **Resolution of the Pontiac City Council**



**Resolution to approve a proposed budget amendment to transfer \$15,000 in funding out of the General Fund Balance GL account 101-000-390.000 and transfer \$15,000 into 101-215-902.005 Public Notices.**

WHEREAS, the City of Pontiac timely approved the FY 2022-23 budget on June 22, 2022 and;

WHEREAS, 10,000 was allocated for General Fund GL Account 101-215-902.005 Public Notices in the FY 2022-23 budget and;

WHEREAS, expenditures for publishing public notices in the newspaper between July 1, 2022 – December 31, 2022 has exceeded \$10,000 and;

WHEREAS, without allocating additional funding the City will be unable to publish public notices for public hearing and budget amendments as required by the City Charter and/or ordinances.

NOW THEREFORE, BE IT RESOLVED that the City Council approves the proposed budget amendment to transfer \$15,000 in funding out of the General Fund Balance GL account 101-000-390.000 and transfer \$15,000 into 101-215-902.005 Public Notices.

**#6**

**RESOLUTION**

## **Resolution of the Pontiac City Council**



### **Resolution to Approve the Appointments of Linda Watson, Elizabeth Peete, Mattie Lasseigne, and Alternate Elick Shorter to the Board of Review.**

WHEREAS, section 5.402 of the Pontiac City Charter requires the City Council to appoint three electors of the City, annually, to the Board of Review before that Board's first meeting; and,

WHEREAS, in addition to the charter requirement of being an elector, all members of the Board of Review must attend and receive training prior to attending the first meeting; and,

WHEREAS, Linda D. Watson, Elizabeth Peete, Mattie Lasseigne and alternate Elick Shorter have effectively served on the Board of Review and are generously willing to continue their service to the City of Pontiac.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Pontiac City Council appoints Linda D. Watson, Elizabeth Peete, Mattie Lasseigne and alternate, Elick Shorter, to serve as members to the Board of Review.



**#8**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Finance

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**TO:** Honorable City Council President and City Council

**FROM:** Sekar Bawa, Senior Accountant

**CC:** Mayor Tim Greimel and Khalfani Stephens, Deputy Mayor

**DATE:** February 15, 2023

**RE:** **Council Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023, (Cable Division)**

**Increase the budget appropriation in the following 231-Cable Fund GL accounts**  
231-291-977.014 Video Equipment (\$27,564.45).

The City Council approved on 02/22/22 the purchase and installation of microphone system in the City Council chamber. Sound Planning Communications installed the system in August of 2022 but the FY 2022-23 budget did not include funding to pay for the service. This budget amendment adds \$27,564.45 to the GL line item 231-291-977.014 Video Equipment Video Equipment to pay the outstanding invoice.

This amendment decreases the 231-Cable Fund balance by \$27,564.45. Estimated Fund balance after this amendment is \$736,791.

Increase the budget appropriation in the following GL accounts:

231-291-977.014	Video Equipment	<u>\$27,564.45</u>
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***This item cannot be approved until after the resolution to authorize the city clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice.***

Attachments: **02/22/2022 City Council Resolution**  
**Sound Planning Communication Invoice**



**Council Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023,**

**Increase the budget appropriation in the following 231-Cable Fund GL accounts**  
231-291-977.014 Video Equipment (\$27,564.45).

---

WHEREAS City council appropriated funds for the Cable Department to begin on July 1, 2022; and,

WHEREAS, that appropriation assumed certain variables that did not come into being; and,

WHEREAS, that appropriation did not include enough allocation for the purchase approved in FY 2022 for City Council Chamber microphone system; and,

WHEREAS, this budget amendment decreases the fund balance by \$27,564.45;

**NOW THEREFORE, BE RESOLVED**, that the City Council hereby authorizes the City Clerk to publish in a newspaper the proposed budget amendment for Fiscal Year 2022-23 as requested by the Administration as given below:

Increase the budget appropriation in the following GL accounts:

231-291-977.014	Video Equipment	<u>\$27,564.45</u>
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# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Phil Brown, Cable Director

**DATE:** February 22, 2021

**RE:** **Resolution to Approve Upgrades of the City of Pontiac's Cable System**

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The City of Pontiac's Cable Division provides and produces service to two channels; Government and Public Access.

The current system used for the city's channel is in need of updating and due to the lack of system upgrading the city's cable service has incurred several outages.

The current Analog system is over 20 years old, produces low quality broadcasts and the existing hardware and software cannot be updated. Our current cable system is coaxial wire and creates slower broadcasts and uploads. Which generates, poor video/audio quality, delays in broadcasting and presents difficulty in troubleshooting problems as they occur.

Additionally, the current system does not communicate with newer technology and presents infrastructure mismatches which furthers the poor quality of the channels broadcasts.

Upgrading the cable system would allow for use of newer applications and enhance the city's cable broadcast system. The following updates to the city's cable system are recommended.

- Replacement of the Server/ Playback with a new Tightrope 2 channel digital server system.
- Replacement of the encoders
- Replacement of the aging broadcast components with new bulletin board software
- Replacement of the audio system to include microphones and speaker systems.
- Addition of two camera in the Council Chambers
- Monitoring of the hardware and software that will allow quick troubleshooting and resolution.

The estimated cost of this project is \$210,274.25

As such, it is requested that Council approve the following resolution to update to the city's cable system.



*Whereas, the City of Pontiac's Cable System is provides and produces services to two channels, Government and Public Access and;*

*Whereas, the current Analog system is over 20 years old, produces low quality broadcasts and the existing hardware and software cannot be updated; and*

*Whereas, the current cable system is coaxial wire and creates slower broadcasts and uploads, which attributes to the poor video/audio quality and presents a challenge with troubleshooting problems; and*

*Whereas, the cable department recommends replacement of the server/playback, encoder, broadcast components, audio system and monitoring hardware and software; and*

*Whereas, the cable department believes the implementation of the recommended updates would be in the best interest for the city in providing quality broadcasting of meeting to the public and;*

*Whereas, the funding for the recommend updates would come from the Capital Improvement Fund- Cable, GL account 445-291-976.001;*

*NOW THEREFORE BE IT RESOLVED, that Pontiac City Council hereby approves the upgrades to the city's cable system in the amount of \$210, 274.25, taken out of the Capital Improvement Fund-Cable, GL account 445-291-976.001 and authorizes the Mayor to enter into an agreement with Filmtools in the amount of \$182, 709.80 and Sound Planning Communications in the amount of \$27,564.45 to complete said upgrades.*



Complete Solutions for Communication Technologies

# Invoice

DATE	INVOICE #
8/30/2022	29567

<b>BILL TO</b>
City of Pontiac Telecommunications ATTN: Phillip Brown, Dir of Comm 47450 Woodward Avenue Pontiac, MI 48342-509

<b>SHIP TO</b>
City Council-- City of Pontiac 47450 Woodward Avenue City Hall 2nd Floor Pontiac, MI 48342 Phillip Brown

23-01397

W.O. NO.	P.O. NO.	PROJECT NO.	TERMS	DUE DATE
41518	22-02304		Net 30	9/29/2022

QTY	DESCRIPTION	RATE	AMOUNT
1	Per SPC Estimate #2238 Provide a Shure portable wireless conference system and speakers  Shure wireless conference system with 12 wireless conference mics, auto mixer, drop in chargers, and portable speakers	27,564.45	27,564.45

design  
sound  
sales  
video  
installation  
lighting  
service  
acoustics  
rentals

*just came in my box*

445-291-976.001

*over budget*

*Phillip A. Brown*

*12/2/22*

Send Payment to: PO Box 222 Dearborn Heights, MI 48127  
p 313.255.4100 f 313.255.4103

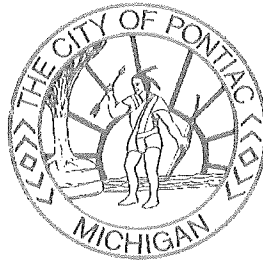
<b>Total</b>	\$27,564.45
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13000 Inkster road - redford, mi 48239 - p 313.255.4100 - f 313.255.4103 - www.soundplanning.net

**#9**

# **RESOLUTION**

Deborah Younger  
Economic Development Manager  
dyounger@pontiac.mi.us  
248-758-2815



Community Development  
Department  
Economic Development Division  
47450 Woodward Avenue  
Pontiac, MI 48342

TO: HONORABLE CITY COUNCIL PRESIDENT McGUINNESS & PONTIAC CITY COUNCIL

FROM: DEBORAH YOUNGER, ECONOMIC DEVELOPMENT MANAGER

SUBJECT: REDEVELOPMENT "BISTRO" LIQUOR LICENSE

7. NORTH SAGINAW

SUNSET ISLAND LLC

PARCEL NO. 64-14-29-476-032-014

C-2 DOWNTOWN DISTRICT

DATE: FEBURARY 15, 2023

We seek a Pontiac City Council resolution to approve the Specially Designated Merchant ("SDM") and Class C, Bistro Licenses as requested by the petitioner, Sunset Island LLC, 7 N. Saginaw St., and further recommend this application be considered by the Michigan Liquor Control Commission.

#### **Project Background**

The project applicant seeks to establish Sunset Nightclub and Bar at 7 N. Saginaw St. in the downtown. The Sunset Nightclub and Bar will be owned by Ronnie McNeir, a successful music artist who has lived in this area for many years and has deep links to the community. Mr. McNeir will use his relationships with celebrities and key stakeholders in the entertainment business to bring both local and national music artists to perform in the nightclub. In excess of \$90,000 in renovations and equipment installations are proposed.

We recommend approval to comply with the City of Pontiac Ordinance 2366 for a Redevelopment Liquor License and conditions for issuance and operations of the petitioned Specially Designated Merchant (SDM) and Class C, "Bistro" license.



### **Proposed Resolution**

Resolution to approve the Specially Designated Merchant ("SDM") and Class C, "Bistro" Licenses as requested by the petitioner, Sunset Island LLC, 7. North Saginaw St., and further recommend this application be considered for approval by the Michigan Liquor Control Commission. Moved by Councilperson \_\_\_\_\_ and seconded by Councilperson \_\_\_\_\_.

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

Whereas, Sunset Island LLC, Parcel 64-14-29-476-032-014, 7 N. Saginaw St., has made a petition for a Specially Designated Merchant ("SDM") and Class C, "Bistro" license and meets eligibility requirements for licensure issuance under MCL 436.1521a(1)(b)(i).

Whereas, Sunset Island LLC, 7 N. Saginaw shall comply with the City of Pontiac Ordinance 2366 to Allow for Redevelopment Liquor Licenses and Conditions for Issuance and operations of the Specially Designated Merchant ("SDM") and Class C, "Bistro" License and MCL 436.1521a(1)(b)(i).

Be It Resolved, that the petition for Specially Designated Merchant ("SDM") and Class C, "Bistro" License on behalf of the petitioner, Sunset Island LLC, 7 N. Saginaw St., is hereby approved and City Council further recommends this application be considered for approval by the Michigan Liquor Control Commission.

**#10**

**RESOLUTION**



**CITY**

*Executive Branch*

**TO:** Honorable City Council President and City Council

**FROM:** Alexandra Borngesser, Director of Grants & Philanthropy

**DATE:** February 7<sup>th</sup>, 2023

**RE:** Council resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$392,500 to account 208-000-532.000-UWOCST, and appropriations in the amount of \$135,000 to account 208-756-702.000-UWOCST Salaries and Wages, \$18,500 to account 208-756-745.000-UWOCST Recreation Supplies, \$108,500 to account 208-756-779.020-UWOCST Programming, \$65,000 to account 208-756-819.000-UWOCST Contractual Temp/PT Labor, \$5,500 to account 208-756-957.002-UWOCST Training Expense, and \$25,000 to account 208-756-977.008-UWOCST Special Equipment.

The City of Pontiac was awarded funding in the amount of \$392,500 from the United Way of Southeast Michigan Out of School Time Grant Program to support youth recreation programming and staff time. The acceptance of this award was approved by the Pontiac City Council by way of formal resolution. Budgets for the aforementioned grant awards and their corresponding accounts are below.

GL NUMBER	DESCRIPTION	Budget Amendment
Fund 208 - YOUTH RECREATION MILLAGE		
Project UWOCST-United Way Out OF SCHOOL TIME LEARNING Program		
ESTIMATED REVENUES		
208-000-532.000-UWOCST	Federal grants others	\$ 392,500.00
APPROPRIATIONS		
208-756-702.000-UWOCST	Salaries & Wages	\$ 135,000.00
208-756-745.000-UWOCST	Recreation Supplies	\$ 18,500.00
208-756-779.020-UWOCST	PROGRAMMING	\$ 108,500.00
208-756-819.000-UWOCST	Contractual Temp/PT Labor	\$ 65,000.00
208-756-941.000-UWOCST	Services - Building & Land Rental	\$ 35,000.00
208-756-957.002-UWOCST	Training Expense	\$ 5,500.00
208-756-977.008-UWOCST	Special Equipment	\$ 25,000.00
<b>TOTAL APPROPRIATIONS</b>		<b>\$ 392,500.00</b>



**Council resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$392,500 to account 208-000-532.000-UWOCST, and appropriations in the amount of \$135,000 to account 208-756-702.000-UWOCST Salaries and Wages, \$18,500 to account 208-756-745.000-UWOCST Recreation Supplies, \$108,500 to account 208-756-779.020-UWOCST Programming, \$65,000 to account 208-756-819.000-UWOCST Contractual Temp/PT Labor, \$5,500 to account 208-756-957.002-UWOCST Training Expense, and \$25,000 to account 208-756-977.008-UWOCST Special Equipment.**

**WHEREAS**, the City of Pontiac was awarded \$392,500 from the United Way of Southeast Michigan Out of School Time Grant Program; and,

**WHEREAS**, the grant award will support youth recreation programming and staff time; and,

**WHEREAS**, the funds from the grant will increase the budgeted revenue for the current fiscal year 2022-2023 in the amount of \$392,500 for grant income, and increase the appropriations in the amount of \$392,500, representing grant expenditures.

**NOW THEREFORE**, be it resolved that the City Council hereby approves the proposed budget amendment for the Fiscal Year 2022-23 Budget as requested by the Administration to increase budgeted revenues in the amount of \$392,500 to account 208-000-532.000-UWOCST, and appropriations in the amount of \$135,000 to account 208-756-702.000-UWOCST Salaries and Wages, \$18,500 to account 208-756-745.000-UWOCST Recreation Supplies, \$108,500 to account 208-756-779.020-UWOCST Programming, \$65,000 to account 208-756-819.000-UWOCST Contractual Temp/PT Labor, \$5,500 to account 208-756-957.002-UWOCST Training Expense, and \$25,000 to account 208-756-977.008-UWOCST Special Equipment.

**#11**

**RESOLUTION**



**CITY**

*Executive Branch*

---

**TO:** Honorable City Council President and City Council

**FROM:** Alexandra Borngesser, Director of Grants & Philanthropy

**DATE:** February 7<sup>th</sup>, 2023

**RE:** **Council resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$294,000 to account 212-000-532.000-OCSCMG Federal Grant Others, and appropriations in the amount of \$150,000 to account 212-813-818.000-OCSCMG – Other Prof Serv (Ruth Center) and \$144,000 to account 212-814-818.000-OCSCMG – Other Prof Serv (Bowen).**

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The City of Pontiac has been awarded \$144,000 assigned to the Robert Bowens Center and \$150,000 assigned to the Ruth Peterson Center through the Oakland County Senior Center Matching Grant Program. Through negotiation with the County, the City's matching requirement for this grant award has been waived. The acceptance of this award was approved by the Pontiac City Council by way of formal resolution.



**Council resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$294,000 to account 212-000-532.000-OCSCMG Federal Grant Others, and appropriations in the amount of \$150,000 to account 212-813-818.000-OCSCMG – Other Prof Serv (Ruth Center) and \$144,000 to account 212-814-818.000-OCSCMG – Other Prof Serv (Bowen)**

**WHEREAS**, the City of Pontiac was awarded \$144,000 assigned to the Robert Bowens Center and \$150,000 assigned to the Ruth Peterson Center through the Oakland County Senior Center Matching Grant Program; and,

**WHEREAS**, the grant will allow the city to renovate and update structurally deficient, unsafe and inaccessible senior facilities so they can be used and enjoyed by the older adult and disabled communities in safe, inclusive, and innovative ways for years to come; and,

**WHEREAS**, the matching requirement for this Grant Program has been waived by Oakland County; and,

**WHEREAS**, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements, including commitment to long-term maintenance and all project cost overruns.

**WHEREAS**, the funds from the grant will increase the budgeted revenue for the current fiscal year 2022-2023 in the amount of \$294,500 for grant income, and increase the appropriations in the amount of \$294,000, representing grant expenditures.

**NOW THEREFORE**, be it resolved that the City Council hereby approves the proposed budget amendment for the Fiscal Year 2022-23 Budget as requested by the Administration to increase budgeted revenues in the amount of \$294,000 to account 212-000-532.000-OCSCMG Federal Grant Others, and appropriations in the amount of \$150,000 to account 212-813-818.000-OCSCMG – Other Prof Serv (Ruth Center) and \$144,000 to account 212-814-818.000-OCSCMG – Other Prof Serv (Bowen).

**#12**

**RESOLUTION**



Mark Yandrick  
Planning Manager  
myandrick@pontiac.mi.us  
248-758-2824



Community Development  
Department  
Planning Division  
47450 Woodward Avenue  
Pontiac, MI 48342

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

**FROM:** Mark Yandrick, Planning Manager

**CC:** Khalfani Stephens, Deputy Mayor  
Rachel Loughrin, Community Development Director

**DATE:** February 1, 2023

**RE:** **Resolution to approve the proposed budget amendment for Budget Year 2022-2023 to transfer \$35,000 in the GL account 101-721-702.000 for Salaries & Wages to GL account 101-721-818.000 for Other Professional Services for Planning Consulting Services**

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City Council passed resolution 22-316 on November 22, 2022 authorizing Carlisle Wortman Associates to perform planning consultant services for the City of Pontiac until the Planning Division is able to hire, train staff, and get to full capacity. The Community Development department is interviewing candidates and expects to fill two (2) positions in the next 30-45 days.

The City requests to extend the contract with Carlisle Wortman Associates for an additional three (3) months. Before a resolution for that may be approved, this resolution authorizes the City Clerk to publish a budget amendment for February 21, 2023 City Council meeting. The budget amendment, requests authorization of a transfer of \$35,000 from Planning Division GL account for Salary & Wages (101-721-702.000) to Planning Division GL account for Other Professional Services (101-721-818.000) to fund these services. A budget amendment is required for a transfer of general ledger funds over \$10,000. A separate resolution will be provided to City Council also on February 21, 2023 to extend the contract with Carlisle Wortman Associates. There is no planned increase to the overall Planning Division budget because the money is being transferred from one general ledger to another.

This fund transfer is also anticipated to cover an increase in Planning and Zoning activity over the upcoming months as staff is working with applicants proactively through the development process with improving communications, pre-application meetings, and an outline of expectations throughout the process.



**Resolution to approve the proposed budget amendment for Budget Year 2022-2023 to adjust \$35,000 in the GL account 101-721-702.000 for Salaries & Wages to GL account 101-721-818.000 for Other Professional Services for Planning Consulting Services.**

**WHEREAS**, The Department of Community Development must hire and train the Planning Division to properly administer plan review for Planning and Zoning functions; and,

**WHEREAS**, the consultant, Carlisle Wortman Associates, Inc. has performed consultant work since December 1, 2022 for plan review services on a temporary basis while Planning Staff are hired and trained; and,

**WHEREAS**, the City needs to transfer funds from the Planning Division's General Ledger account for Salary & Wages to Other Professional Services for these consultative services in lieu of having unfilled positions during this budget year.

**NOW, THEREFORE, BE IT RESOLVED**, that the Pontiac City Council approves the proposed budget amendment of \$35,000 from the Planning Division's Salary & Wages GL account 101-721-702.000 to Other Professional Services GL account 101-721-818.000,

**#13**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Alicia Martin, Purchasing Manager

**DATE:** February 8, 2023

**RE:** **Contract Template Change**

At the Purchasing Manager's request, legal counsel enhanced the contract template for the City Building Scanning Documents contract to protect the City better. This endeavor resulted in many significant changes to format and verbiage.

Legal counsel created the new template to communicate terms and conditions for both parties better, clearly, and concisely. The Purchasing Manager has been using the template for all contracts executed, except for instances when another format is recommended by legal counsel.

The Purchasing Manager is notifying Council of changes in Contract Template Form and requests recognition of those changes.

WHEREAS, The Purchasing Division has completed its due diligence by requesting a contract template change in order to meet the requirements of the City's municipal code, Division II. Purchasing, Section 2-519;

WHEREAS, the Purchasing Manager is notifying Council of templates changes;

WHEREAS, the template will be used for all City contracts unless another templates is recommended by legal counsel.

NOW, THEREFORE,  
BE IT RESOLVED The Pontiac City Council approves the contract template change for all future City contracts and execution.

AM



CONTRACT DOCUMENT  
FOR

CITY OF PONTIAC  
[add general name of contract]

PURCHASING CONTRACT TEMPLATE v2022

CITY OF PONTIAC – DEPARTMENT OF FINANCE

PURCHASING DIVISION

Contract Expiration Date: [add expiration date]

Contract - NOT TO EXCEED AMOUNT [add NTE Amount]

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This Contract effective as of \_\_\_\_\_, 2022 ("Contract"), between the CITY OF PONTIAC, a Municipal corporation, whose address is 47450 Woodward Ave., Pontiac, Michigan ("City"), and [add Name of Contractor], a [add, State of Organization, for example, Michigan corporation, limited liability, limited partnership], whose address is [add Address of Contractor] ("Contractor"). In this Contract, either the City or Contractor may also be referred to individually as a "Party" or jointly as the "Parties".

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. CITY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. "City" means the City of Pontiac, a Michigan Municipal Corporation, its council, elected officials and officers, departments and "City Agent" as defined below.
- 1.2. "City Agent" means all elected and appointed officials, directors, council members, employees working on behalf of the City, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "City agent" shall also include any person who was a "City

## PURCHASING CONTRACT TEMPLATE v2022

agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

- 1.3. "Contract Administrator" or "City Representative" means the individual by the City to act as a liaison between the City and the Contractor. Any questions or problems the Contractor may have concerning the work under this Contract should be directed to this individual.
- 1.4. "Contract Documents" means the following documents which are included and fully incorporated into this Contract:
  - 1.4.1 **Exhibit A: Request for Proposal**
  - 1.4.2 **Exhibit B: [if applicable add – specific scope of services]**
  - 1.4.3 **Exhibit C: [If applicable – add any addendums incorporated as part of the RFP Process]**
- 1.5. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.6. "Subcontractor" includes only those having a direct contact with the Contractor in the way of labor. One who merely furnishes material to the Contractor is not included in this definition.
- 1.7. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.8. "Day" means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.9. "Working Day" means any calendar day except Saturday, Sunday, and legal holidays as determined by the City.
- 1.10. "Written Notice" shall be considered properly served if delivered in person to the Contractor, or to a member or office of his/her company; also if delivered at, or sent by registered mail to, the last known business address of the Contractor.
- 1.11. "Intellectual Property" means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets or Proprietary Information.

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- 1.12. "Proprietary Information" means ideas, concepts, inventions and processes related to the development and operation of computer software and systems such as source code, object code, security procedures and passwords.

### §2. CONTRACT EFFECTIVE DATE AND TERMINATION

- 2.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the City.

2.1.3. This Contract is signed by the City of Pontiac Mayor or his designee, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.

- 2.2. The City may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon Thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. Notwithstanding the above, if the City is being reimbursed for any cost or expenses incurred under this Contract by any third party, including any Federal, State or local governmental agency, and any such third party funding is terminated, the City may terminate, end or cancel this Contract immediately upon written notice to the Contractor. The effective date for termination or cancellation shall be clearly stated in the written notice.

- 2.3. The City's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the City be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The City shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.

- 2.5. Under no circumstances shall the City be obligated to pay the contractor for any Services rendered or Goods delivered which have not been invoiced, as required herein, within sixty (60) days of the date such Goods were actually delivered to the City or Services were actually rendered pursuant to this Contract.

### 3. SCOPE OF CONTRACTOR'S SERVICES

- 3.1 The Contractor shall provide [add brief explanation of services being provided] to the City of Pontiac. The Contractor shall perform all work identified in Exhibits A [if applicable other Exhibits].



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- Except as otherwise provided herein, the Contractor shall furnish all labor, supervision, and services necessary to execute and complete the work correctly.
- The City's Information Technology Senior Services Technician shall provide the Contractor with a CVS formatted file of the City's parcel ID information that does not include 99. The naming convention for the TIFF and PDF files shall be the parcel and address.
- The Contractor will forward all questions, as they arise, to the City's Building Official, Michael Wilson, and the Manager of Planning and Zoning, Mark Yandrick, via email to: [MWilson@pontiac.mi.us](mailto:MWilson@pontiac.mi.us) and, [MYandrick@pontiac.mi.us](mailto:MYandrick@pontiac.mi.us).
- The Contractor will return all City documents to the Historical Society located at 7435 Westshire Dr., Lansing, Michigan 48917. The City will identify the exact location of the Society before the Contractor picks up the documents. The Contractor will return the boxes of documents on pallets.
- There will be approximately 700-800 boxes and 20 pallets. The Contractor will place all drawings on gaylords. There will be approximately 10-12 gaylords, shrink-wrapped and delivered to the location specified herein.

**3.2** Quality Control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

**3.3** City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse, replace or restore the City for any loss or damage, normal wear and tear excepted.

## 4. CITY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

**4.1.** Except as otherwise expressly provided for in this Contract, the City's sole financial obligation to the Contractor for any services under this Contract shall be:

**4.1.1.** In no event, shall the City's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT", the Contractor shall provide the City with notice of this contingency at least fifteen (15) Days before this event.

## PURCHASING CONTRACT TEMPLATE v2022

- 4.1.2 The Contractor shall submit an invoice to the City which shall itemize all amounts due and/or owing by the City under this Contract, as the date of the invoice. The City shall have no obligation to make payment until a proper invoice of service is submitted. The City reserves the right to make partial payments on account of the amount due the Contractor as the work progresses.
- 4.1. Method of Payment. Method of Payment as specified in **Exhibit A**. Contractor shall invoice on a monthly basis, in accordance with section 2.6 of the RFP, for services completed, no later than the 5<sup>th</sup> of each month, until the Scope of Services are complete. Contractor must email all invoices to [accountspayable@pontiac.mi.us](mailto:accountspayable@pontiac.mi.us) for processing. Final payment for the work performed under this Contract shall not be made until all work is satisfactorily performed and final clean-up has been performed. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.
- 4.2. Under no circumstances shall the City be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.
- 4.3. The City has the right to offset any amounts due and owing to the Contractor should the City incur any cost associated with this Contract that is the obligations of Contractor under this Contract. This includes withholding payment in the amount of any City provided equipment, or supplies (if applicable) that are not returned by Contractor upon completion of the services provided under this Contract.
- 4.4. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.
- 4.5. Change Order Process. Changes in the Contract, Contract price or Scope of Work shall only occur in writing via a "Contract Change Order". Contract Change Orders shall be used to reflect additions to, reductions in, or changes to the Scope of Work (Exhibit A).
- 4.6. Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract.

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### 5. CONTRACTOR'S ASSURANCES, WARRANTIES AND DEFAULT

- 5.1. The Contractor certifies that all statements, assurances, records, and materials submitted to City in connection with securing this Contract have been truthful, complete and accurate in all respects. The Contractor agrees and understands that any material false statement, representation or omission made in connection with its seeking or obtaining this Contract may be grounds for canceling or terminating this Contract and/or debarring the Contractor from future City contracts. The City's right to cancel this Contract as provided herein shall be in addition to any other rights the City has to terminate or cancel this Contract.
- 5.2. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.3. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.4. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies required to complete the specified services under the Contract unless otherwise expressly set forth in the Contract.
- 5.5. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The City shall not be liable to or be required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- 5.6. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the City including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.7. Taxes. Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

Web page URL: [http://www.pontiac.mi.us/departments/income\\_tax/index.php](http://www.pontiac.mi.us/departments/income_tax/index.php)

Tax forms URL: [http://www.pontiac.mi.us/departments/income\\_tax/tax\\_forms.php](http://www.pontiac.mi.us/departments/income_tax/tax_forms.php)

- All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax

## PURCHASING CONTRACT TEMPLATE v2022

Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.

### **5.8. Contractor Employees.**

**5.9.1** The Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

**5.9.2** The Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. The Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.

**5.9.3** (If Applicable) All Contractor Employees shall wear and display appropriate City provided identification at all times while working on City premises. The Contractor shall return all City provided identification when any of the following situations occur: (1) Upon completion of the last day of work provided under this Contract; (2) when a Contractor Employee has completed the work under this Contract; or (3) when a Contractor Employee no longer works for Contractor.

**5.9.4** All Contractor Employees assigned to work under this Contract may, at the City's discretion, be subject to a security check and clearance by the City.

**5.9. Contractor Employee-Related Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. The Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. The Contractor shall indemnify and hold the City harmless for all Claims against the City by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

**5.10. Full Knowledge of Service Expectations and Attendant Circumstances.** The Contractor warrants that before submitting its bid and entering into this Contract, it had a full opportunity to review the proposed services, examine all measurements, dimensions, and existing conditions of the work area for this Contract and to review all City requirements and expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute and perform this Contract. The

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Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

**5.11. Independent Contractor.** The Contractor's Relationship to the City Is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the City.

**5.12. Default.** In addition, to a breach of the terms of any condition or warranty set forth in this Contract, the following events shall constitute a default of Contractor:

- Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified.
- Causes stoppage or delay of, or interference with, the project.
- Fails to promptly pay its employees for work on the project.
- Fails to pay worker's compensation or other employee benefits, withholding or any other taxes.
- Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.
- Makes unauthorized changes in supervisory personnel without Notice to Contract Administrator.
- Fails in performance or observance of any of the provisions of the contract.
- Files a voluntary petition in bankruptcy or is adjudicated insolvent; obtains an order for relief under Section 301 of the Bankruptcy Code; files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors; seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property; makes an assignment for the benefit of creditors; or Makes an admission, in writing, of its inability to pay its debts as they became due.

**5.13.** Then City, after giving Contractor written or oral (subsequently confirmed in writing) Notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

## PURCHASING CONTRACT TEMPLATE v2022

- Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
  - After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
  - Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

### 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

- 6.1. Indemnification. The Contractor shall indemnify and hold the City harmless from any and all Claims which are incurred by or asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of the Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 6.1.1 The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the City for all claims asserted against the City and if the insurance company prevails, the Contractor shall indemnify the City for uncollectible accounts.
- 6.1.2 The Contractor shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- 6.1.3 The Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any Claim brought against the City suffered by a Contractor Employee.
- 6.1. Contractor Provided Insurance.

## PURCHASING CONTRACT TEMPLATE v2022

- At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the specifications and requirements set forth in **Exhibit A, Section 2.10 Bonds and Insurance**.

### 7. GENERAL TERMS AND CONDITIONS

- 7.1. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- "CONTRACTOR'S ASSURANCES AND WARRANTIES";
  - "CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
  - "Audit";
  - "Severability";
  - "Governing Law/Consent To Jurisdiction And Venue"; and
  - "Survival of Terms And Conditions".
- 7.3. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to Contractor if the City suspends services under this Section.
- 7.4. No Third-Party Beneficiaries. Except as provided for the benefit of the Parties or except as specifically set forth in the Contract, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract, including zoning and building codes and MIOSHA guidelines.
- 7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the City, Contractor shall furnish copies of any permit, license, certificate or

## PURCHASING CONTRACT TEMPLATE v2022

governmental authorizations necessary to provide services under this Contract. The Contractor shall deliver all certificates of inspection to the City, if applicable.

- The Contract Administrator or designee shall act as inspector for this project.
- The inspector shall have access to the Work under this Contract.

**7.7. Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

- Contractor shall promptly notify the City of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- The City, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

**7.8. Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.

**7.9. Force Majeure.** Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.

**7.10. Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the City, including all agencies and departments thereof, and any City Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the City. Contractor shall give the City notice if there are any City Agents or relatives of City Agents who are presently employed by Contractor.

**7.11. Grant Compliance.** If any part of this Contract is supported or paid for with any state or federal funds granted to the City, the Contractor shall comply with all applicable grant requirements.



## PURCHASING CONTRACT TEMPLATE v2022

- 7.12. Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The City's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the City's procurement authority for any contract modification in accordance with terms of this Contract.
- 7.13. Access and Records. Contractor will maintain accurate books and records in connection with the services provided under this Contract for thirty-six (36) months after end of this Contract, and provide the City with reasonable access to such book and records.
- 7.14. Audit. Contractor shall allow the City's Finance Director Division, or an independent auditor hired by the City, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.
- Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the City within thirty (30) business days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report, and an action plan to resolve the audit findings. A copy of the Contractor's response will be included in the final report. Failure by the Contractor to respond in writing within thirty (30) business days shall be deemed acceptance of the draft audit report, and will be noted in the final report.
- 7.15. Delegation /Subcontract/Assignment.
- The Contractor shall not assign, delegate, or subcontract any part of this Contract without the prior written consent of the City.
  - The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
  - Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
  - The Contractor shall remain primarily liable for all work performed by any subcontractors. The Contractor shall remain liable to the City for any obligations under the Contract not completely performed or incorrectly performed by any Contractor delegee or subcontractor.
  - The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors.
  - Should a subcontractor fail to provide the work as required by the Contract, the Contractor shall contract with another entity to perform the work in a timely manner. Any additional costs associated with securing a competent subcontractor and performing the required work shall be the sole responsibility of the Contractor.
  - If any part of the Contractor's services depends upon the work of any other contractor or subcontractor, the Contractor shall inspect and promptly report to

## PURCHASING CONTRACT TEMPLATE v2022

the City any defects in such work that shall render it unsuitable. The failure to inspect and report shall constitute an acceptance of the other contractor's or subcontractor's services.

- 7.16. This Contract cannot be sold. The City reserves the right to let other contracts in connection with this Work even if of like character to the Work under this Contract. The Contractor shall coordinate his work with theirs.
- 7.17. Contractor Bankruptcy. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the City may declare this Contract null and void.
- 7.18. Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the City may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the City.
- 7.19. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 7.20. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the City harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.
- 7.21. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

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- 7.22.** Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail

For the Contractor: Kevin Serbenski  
50690 Rizzo Drive  
Shelby Township, MI 48315  
Office - (586) 532-0022  
Cell - (586) 556-0099  
Email: [KSerbenski@ameriscanimaging.com](mailto:KSerbenski@ameriscanimaging.com)

For the City: Mike Wilson  
City of Pontiac  
47450 Woodward Ave.  
Pontiac, MI 48342  
Office - (248) 758-2825  
Cell - (248) 670-5771 (contact hours are 8 am – 5 pm EST;  
M-F)  
Email - [MWilson@pontiac.mi.us](mailto:MWilson@pontiac.mi.us)

- 7.23.** Contract Modifications or Amendments. Any modifications, amendments, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the City or other City Agent as authorized by the City.

- 7.24.** Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

- The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits and documents.

- 7.25.** Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude

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the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

**7.26. Contractor Use of Confidential Information.** The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives City prompt written notice of an impending disclosure, (ii) provides reasonable assistance to City in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

- This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the City, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
- As used in this Contract, Confidential Information means all information that the City is required or permitted by law to keep confidential.

**7.27. Contractor Use of City Licensed Software.** Except as otherwise set forth in the Exhibits A and C, in order for the Contractor to perform its services under this Contract, the City may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the City. Contractor or Contractor Employees shall not: transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the City and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.

**7.28. Entire Contract.** This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the City, and by doing so legally obligates and binds Contractor and the City to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: \_\_\_\_\_  
Name \_\_\_\_\_

DATE: \_\_\_\_\_

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Title \_\_\_\_\_

FOR THE CITY OF PONTIAC:

BY: \_\_\_\_\_  
Tim Greimel, Mayor.

DATE: \_\_\_\_\_

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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**Exhibit A**

**Request for Proposal**







**#16**

**RESOLUTION**

**CITY OF PONTIAC**  
**Oakland County, Michigan**

RESOLUTION TO PROCEED IN CLOSED SESSION  
TO CONSIDER AND DISCUSS THE CONFIDENTIAL LEGAL OPINION CONCERNING A PENDING  
MARIHUANA APPEAL

RESOLUTION # \_\_\_\_\_

Minutes of a regular meeting of the City Council for the City of Pontiac, held City Hall, 47450 Woodward Ave, Pontiac, MI on February 16, 2023 at 6:00 p.m., local time.

The following resolution was offered by Council member \_\_\_\_\_ and supported by Council member: \_\_\_\_\_:

WHEREAS, the Mayor directed the City's outside legal counsel, Clark Hill PLC, to provide an attorney-client privileged legal opinion addressing legal issues related to a pending marihuana appeal and Clark Hill PLC has prepared a Memorandum dated February 15, 2023; and

WHEREAS, the Michigan Open Meetings Act provides that a public body may meet in Closed Session to consider material exempt from discussion or disclosure by state or federal statute; and

WHEREAS, written confidential communications that are the subject of attorney-client privilege are exempt from disclosure and may be discussed in Closed Session pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268(h).

NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268(h) to review and discuss the confidential attorney-client Memorandum dated February 15, 2023 concerning legal issues in connection with a pending marihuana appeal.

YEAS: Council Members \_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

ABSTAIN: Council Members \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Garland Doyle, Clerk  
City of Pontiac

CERTIFICATION

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF OAKLAND    )

I, Garland Doyle, City Clerk, City of Pontiac, Michigan (the "County") does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on February 16, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this \_\_\_\_ day of February, 2023.

---

Garland Doyle, Clerk  
City of Pontiac