

## **PONTIAC CITY COUNCIL**

**President Mike McGuinness, District 7**  
**Pro Tem William A. Carrington, District 6**  
**Melanie Rutherford, District 1**  
**Brett Nicholson, District 2**  
**Mikal Goodman, District 3**  
**Kathalee James, District 4**  
**William Parker, Jr., District 5**



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

Phone: (248) 758-3200

**109<sup>th</sup> Session of the 11<sup>th</sup> Council – September 26, 2023, at 6:00 p.m.**

Meeting Location: City Council Chambers, Pontiac City Hall, 47450 Woodward Pontiac, Michigan 48342

### **MEETING AGENDA**

#### **Call to Order**

#### **Invocation**

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

#### **Moment of Silence**

#### **Roll Call of Councilmembers**

#### **Authorization to Excuse Councilmembers from the Meeting**

#### **Amendments to and Approval of the Agenda**

#### **Approval of the Consent Agenda**

- A. September 14, 2023, Public Safety, Health & Wellness Subcommittee Meeting Minutes
- B. September 19, 2023, City Council Meeting Minutes
- C. Resolution Recognizing October as Breast Cancer Awareness Month
- D. Resolution Supporting State House Bills 4274 and 4275
- E. Resolution Scheduling a Public Hearing for the Sale of Vacant City-Owned Parcels in the City of Pontiac, Oakland County, State of Michigan for October 10, 2023.
- F. Resolution Scheduling Public Hearing on Obsolete Property Rehabilitation District Establishment for 31 N. Astor Street for October 10, 2023
- G. Resolution Scheduling Public Hearing on Obsolete Property Rehabilitation Exemption Certificate for 48 W. Huron for October 10, 2023
- H. Resolution Scheduling Public Hearing on Obsolete Property Rehabilitation Exemption Certificate for 91 N. Saginaw for October 10, 2023
- I. Resolution Modifying October 17, 2023, City Council Meeting Start Time to 12:00 p.m.

#### **Special Presentation**

1. Pontiac Housing Needs Study Status and Next Steps  
Presentation Presenter: Deborah Younger, Economic Development Manager

#### **Recognition of Elected Officials**

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

## Agenda Items

### Ordinances

2. Adoption of an Ordinance to Amend Ordinance 2406 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. **(Second Reading Postponed from the September 19, 2023, City Council meeting)**
3. Adoption 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 a Specific Parcel on the South Side of Auburn Road Between South Sanford Street and South Francis Avenue, Subject to the Agreed upon Conditions (*Rezoning of the parcel totaling 1.3 acres at 454 Auburn Avenue, with Lighthouse as the applicant*) **(Second Reading)**

### Resolutions

#### City Clerk's Office

4. Resolution to authorize the Mayor and City Clerk to sign the agreement for Election Services between Oakland County and the City of Pontiac for Early Voting Sites.

#### City Council

5. Resolution of Solidarity with Shawn Fain and the Striking United Auto Workers.

#### Department of Public Works (DPW)

6. Resolution to authorize the DPW Director to purchase needed Vehicles for DPW from Lindco for \$243,294.00.

#### Economic Development Division

7. Resolution requesting Oakland County Brownfield Authority Determination for 204 W. New York Avenue. (Carlisle Townhomes)

#### Mayor's Office

8. Resolution to Approve the Mayor's Appointments to the Local Officer Compensation Commission

#### Planning Division

9. Resolution to authorize the Mayor to execute a Conditional Rezoning Agreement for 454 Auburn Avenue.

#### Purchasing Division

10. Resolution to approve the Mayor or Deputy Mayor to amend the existing AmeriScan contract fully executed on December 12, 2022, to allow for an increase to the not-to-exceed amount by \$60,750 and timeframe for AmeriScan to complete the City Building Documents Project to December 31, 2023.

### Public Comment (Three Minutes Time Limit)

### Public Communications

#### City Council

11. The City of Pontiac has recognized September 15, 2023, to October 15, 2023, as Hispanic Heritage Month
12. 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).
13. Pontiac Alumni 2023 Homecoming Spirit Week, September 25 through 30

14. Goldner Walsh “Containers & Cocktails” Fall Edition, September 27, 2023, from 6:00 to 9:00 pm, held at Goldner Walsh Garden & Home, 559 Orchard Lake Road in Pontiac; tickets are \$30 per person.
15. "Dishes Past" Historic Cuisine Dinner, September 29, 2023, at 7:00 pm, held at the Oakland History Center, 405 Cesar E. Chavez Avenue in Pontiac.
16. Pontiac High School Homecoming Game Day, September 30, 2023, with Tailgating at 9:00 am, Parade starting at 10:00 am, Gates Open at 12:30 pm, and Varsity Football Game versus Troy Athens at 2:00 pm, held at Pontiac High School, 1051 Arlene Avenue, Pontiac 48342.
17. District One Monthly Meeting with City Councilwoman Melanie Rutherford, September 30, 2023, at 3:00 pm, held at the Alley Cat, 31 N. Saginaw Street in Downtown Pontiac Public Library Trunk or Treat, October 5, 2023, from 5:00 to 7:00 pm, held at Pontiac Public Library, 60 E. Pike Street in Downtown Pontiac. The event will take place rain or shine, and Halloween costumes are encouraged. This free event includes crafts, pumpkins, cider, donuts, and lots of candy. Presented by the Library and Michigan Department of Health & Human Services, Oakland County Division.
18. Global Jam Nights with OU, the First Thursday of Every Month, October 5, 2023, at 7:00 pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.
19. CARE House of Oakland County CARE Night Gala, October 6, 2023, at 6:00 pm, held at The Treasury, 30 N. Saginaw Street in Downtown Pontiac.
20. Hauntiac Car Show and Woodward Scream Cruise, October 7, 2023, held at the Oakland History Center, 405 Cesar E. Chavez Avenue in Pontiac.
21. Pontiac Creative Arts Center “La Mariposa” Exhibit Opening Reception, October 7, 2023 from 6:00 to 9:00 pm, held at the Pontiac Creative Arts Center, 47 Williams Street, Pontiac 48341; free admission, refreshments.
22. Downtown Pontiac Walking Ghost Tours, October 15 and 22, 2023, presented by the Oakland History Center, tours starting at 5:00, 6:00, 7:00, and 8:00 pm.
23. PLAT Jam Nights, the Third Tuesday of Every Month, October 17, 2023, at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.
24. Halloween Party at Murphy Park, October 20, 2023, from 5:00 to 7:00 pm, held at Murphy Park on Martin Luther King, Jr. Boulevard South and Osmon Street, Free event features candy, kids party, music, costume contest, and games. Presented by Yaktown Don’t Back Down and native Kings. *Supported by the Pontiac City Council as a District Seven Project.*
25. Rocky Horror Picture Show" Film Screening, October 20 and 21, 2023 with Doors Open at 7:00 pm and show at 8:00 pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.
26. Angel’s Night Lights on Fun Fest and Trunk or Treat, October 25, 2023, from 5:30 to 8:00 pm, held at the Pontiac City Hall Complex, 47450 Woodward Avenue in Pontiac with parking at the School District’s Administration Building and WHRC School (enter from Auburn Avenue), sponsored by the Sheriff Department, Deputies for Kids, the City of Pontiac, Pontiac School District, and Project Excel.
27. Harvest Festival at the History Center, October 29, 2023, from 12:00 to 4:00 pm each day, held at the Oakland History Center, 405 Cesar E. Chavez Avenue in Pontiac.

28. "Making a Difference" Scholarship Essay Competition Presented by the Fran Anderson Legacy Fund, application period now opens until November 1, 2023, at 12 Noon, write how you have made a difference in your community in 500 words or less, and you could win a \$5,000 scholarship. High School students who reside in Pontiac are eligible to enter. For more information, contact Linda Zabik at (248) 421-7198 or [he@holidayextravaganza.org](mailto:he@holidayextravaganza.org).
29. Accent Pontiac Sixth Annual Green Bucket Run, November 4, 2023, from 8:00 to 11:00 am, held at Kirk in the Hills Church, 1340 W. Long Lake Road in Bloomfield Hills.
30. The Dirk Kroll Band Live, November 10, 2023, at 7:00 pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.
31. Oakland History Center and Pontiac Creative Arts Center Gala Auction, November 11, 2023, held at the Pontiac Creative Arts Center, 47 Williams Street, Pontiac 48341.
32. The Art Experience Glimpse & Glimmer Gala, November 16, 2023, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac.
33. Dixon's Violin Live, November 17, 2023, at 7:00 pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.
34. Save the Date: Holiday Extravaganza Parade in Downtown Pontiac, December 2, 2023
35. Historic Christmas Open House December 9 and 10, 2023 from 12:00 to 4:00 pm each day, held at the Oakland History Center, 405 Cesar E. Chavez Avenue in Pontiac.
36. Quincy Stewart Live, December 23, 2023, at 8:00 pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.

#### Mayor's Office

37. Orchard Lake Road between Berwick Boulevard and Sylvan Court is Closed to Traffic from September 15, 2023, to November 1, 2023. Water and sewer system improvements, as well as replacement of the Clinton River Bridge, is being completed. Please follow posted detours.
38. The City of Pontiac and Oakland County Parks are Partnering to Present "Wheels & Squeals" Touch a Truck Event on September 29, 2023, from 5 to 7:30 pm at Hawthorne Park, 1400 Telegraph Road, Pontiac 48340. This free, family-friendly event is open to all and features fire trucks, construction equipment, police cruisers and other municipal equipment that kids enjoy getting to experience up close in a safe setting.
39. City of Pontiac Second Annual Harvest Festival, presented by the City of Pontiac Youth Recreation, October 7, 2023, from 1:00 to 5:00 pm, held at Pontiac City Hall, 47450 Woodward Avenue in Pontiac. Featuring pumpkin bowling, apple cider, donuts, rock climbing, bounce houses, and music. For more information, or to reserve a vendor space, contact Tanesha Taylor at (248) 758-3039.
40. Residents Encouraged to Complete Online Survey for Pontiac Youth Recreation Center Amenities

#### City Clerk's Office

41. The Special Election scheduled for November 7, 2023, on the Adult Use Marihuana Ordinance Proposals has been cancelled.

#### Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

#### Adjournment

# CONSENT AGENDA A



Pontiac City Council Public Safety Health & Wellness Subcommittee  
Minutes  
September 14, 2023  
4:30 PM

Pontiac City Hall  
City Council Conference Room Second Floor  
47450 Woodward Avenue  
Pontiac, Michigan 48342

Committee Members: William Carrington (Chair), Kathalee James, and Councilperson William Parker  
Others Present: Sam Jones, Sennel Threlkeld, H. Weir, Matthew Covey, S. Hawkins, Deputy Mayor Khalfani Stephens, and Mayor Greimel.

The Meeting Convened at 4:33 pm.

Mayor Greimel provided a Ceasefire Implementation updated, he stated the staff recommendations were 2 positions which included a project manager and support outreach specialist. The mayor is exploring who should be on the interview process up to 3 council members could be on interview panel. Other interview panel members could be the chair of the anti-violence commission and a member of the sheriff's office. Grants may also be available to fund cease fire.

Discussed ensued concerning the Sheriff Substation Facility Condition Assessment and Fire Stations Facility Condition Assessment. 12 million would be required to bring city hall up to standard and 10 million for the Sheriff's Sub Station.

The Oakland County Sheriff's Department represented the Crime Statistics and provided a written report this included response times. The Substation interview room needs updating. An agenda item will be coming to city council in 2 weeks.

The Waterford Regional Fire Department represented a written and oral report which included that latest response times. Fire Chief Covey stated he is working on a federal grant for some capital improvements.

Star EMS was absent from this meeting no report was given.

No individuals participated in public comment.

Meeting adjourned at 5:25 p.m. Next Meeting: December 14, 2023

# **CONSENT AGENDA B**

September 19, 2023, Draft

**Official Proceedings  
Pontiac City Council  
108<sup>th</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 Tuesday, September 19, 2023, at 6:09 p.m. by Council President Mike McGuinness.

**Invocation** – Bishop Theresa Lee – New Birth International 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, William Parker Jr., and Melanie Rutherford

Mayor Tim Greimel was present.  
A quorum was announced.

**Amendments to and Approval of the Agenda**

**Motion to approve the agenda.** Moved by Councilperson Rutherford and second by Councilperson Carrington. Discussion.

**Motion to amend agenda and add a discussion regarding Senior Center Renovations Process after public comment to the agenda.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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

No: None

**Motion Carried**

**Motion to add a new item #4 Resolution to support Guaranteed Severance Pay Legislation to the agenda.** Moved by Councilperson Goodman and second by Councilperson Carrington.

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

No: None

**Motion Carried**

The vote was taken to approve the agenda as amended.

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

No: None

**Motion Carried**

**Consent Agenda**

23-331 **Resolution to approve the consent agenda for September 19, 2023.** Moved by Councilperson Rutherford and second by Councilperson Goodman.



September 19, 2023, Draft

WHEREAS, the City Council has reviewed the consent agenda for September 19, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for September 19, 2023, including September 11, 2023, Economic Development, Housing and Planning Subcommittee Minutes, September 12, 2023, City Council Meeting Minutes, September 14, 2023, Finance and Personnel Subcommittee Meeting Minutes, Resolution Reclassifying City Council Office Assistant to Administrative Assistant, Resolution Authorizing the City Clerk to Post Notice of A Budget Amendment for Reclassification of Pontiac City Council Office Assistant to Administrative Assistant, Resolution Authorizing the City Clerk to Post Notice of a Budget Amendment Modifying Salary Range for City Council Outreach Specialist, Resolution Recognizing September 18-24, 2023, as Rail Safety Week, and resolution Celebrating the 100<sup>th</sup> Anniversary of the Pontiac Lions Club.

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

No: None

**Resolution Passed**

23-331 (D) **Resolution Reclassifying City Council Office Assistant to Administrative Assistant.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, the Pontiac City Council authorizes the reclassification of the titled position of Office Assistant to Administrative Position and;

WHEREAS, the titled position of Office Assistant has the same duties and responsibilities of, and Administrative Position and title change should be reflective of that and;

WHEREAS, The Pontiac City believes the position of Office Assistant should be reclassified to the Administrative Assistant and;

WHEREAS, it has been determined that the appropriate annual compensation for the Administrative Assistant shall not exceed the amount of \$55,000 and.

NOW THEREFORE, BE IT RE RESOLVED, the Pontiac City Council approves the reclassification of Office Assistant to Administrative Assistant.

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

No: None

**Resolution Passed**

23-331 (E) **Resolution Authorizing the City Clerk to Post Notice of a Budget Amendment for Reclassification of Pontiac City Council Office Assistant to Administrative Assistant.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

THEREFORE BE IT RESOLVED, Council Resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the total amount of \$16,895 for GL account number 101-101-702.000- Salaries & Wages-shall be increased by \$15,000; The appropriation for GL Account 101-101-715.000 FICA-City Contribution-shall be increased by \$1,150; The appropriation for GL 101-101-718-500 MERS Contribution-shall be increased by \$600.00; The appropriation for GL 101-101-725.000 Sick and Vacation Contribution shall be increased by \$145.00 for the purpose of reclassification of Office Assistant to Administrative Assistant.

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

No: None

**Resolution Passed**

23-331 (F) **Resolution Authorizing the City Clerk to Post Notice of a Budget Amendment Modifying Salary Range for City Council Outreach Specialist.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

THEREFORE BE IT RESOLVED, That the Pontiac City Council authorizes the City Clerk to publish the proposed budget amendment to establish budget appropriations In the amount of \$8,450 in the following accounts GL account number 101-101-702.000- Salaries & Wages-shall be increased by \$7,500; The appropriation for GL Account 101-101-715.000 FICA-City Contribution-shall be increased by \$575; The appropriation for GL 101-101-718-500 MERS Contribution-shall be increased by \$300; The appropriation for GL 101-101-725.000 Sick and Vacation Contribution shall be increased by \$75 for the purpose of salary range modification for the Outreach Specialist.

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

No: None

**Resolution Passed**

23-331 (G) **Resolution Recognizing September 18-24, 2023, as Rail Safety Week.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, The Pontiac City Council recognizes September 18th to September 24th, 2023, as Rail Safety Week; and

WHEREAS, The Pontiac City Council unequivocally supports highway-rail grade crossing and pedestrian safety programs; and

WHEREAS, it is in the public's interest to raise citizen's awareness of the dangers safety warnings at level crossings and trespassing on rail property to reduce avoidable deaths, injuries and damage caused by incidents involving trains and citizens; and

WHEREAS, on September 18th to September 24th, 2023, and throughout the year, all citizens are encouraged to observe added caution as motorists or pedestrians near tracks or trains; and

WHEREAS, this important observation should lead to greater safety awareness and a reduction in highway-rail grade crossing crashes and pedestrian/railroad incidents; and

NOW, THEREFORE BE IT RESOLVED, that the Members of the Pontiac City Council hereby attest our full support proclaiming September 18th to September 26th, 2023, as Rail Safety Week and we encourage all residents to recognize the importance of rail safety education.

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

No: None

**Resolution Passed**

23-331 (H) **Resolution Celebrating the 100<sup>th</sup> Anniversary of the Pontiac Lions Club.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, it is fitting that the Pontiac City Council recognize those exemplary organizations and their remarkable members who, through their unwavering commitment to excellence, are a credit to this City; and

WHEREAS, one such notable organization is the Pontiac Lion's Club, which is celebrating their 100th anniversary; and

WHEREAS, The Lions Club International is the world's largest service club organization with more than 1.4 million members in approximately 46,000 clubs in more than 200 countries and geographically areas around the world; and

WHEREAS, The Pontiac Lion's Club Motto is "We Serve" and they believe everyone deserves a healthy life and they epitomizes the spirit of volunteerism; and

WHEREAS, The Pontiac Lions Club provides health programs that focus on hearing and vision loss, support schools, and eyeglasses recycling centers; and

WHEREAS, The Pontiac Lions Club are volunteers helping, leading, planning and supporting and serving the unique needs of the community; and

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WHEREAS, the members of the Pontiac Lion's Club have worked countless hours to make their communities a vibrant and compassionate place of which every resident can be proud of; and NOW, THEREFORE BE IT RESOLVED, that the Members of the Pontiac City Council and members of this great community pause to specifically honor this fine group and commend the members of the Pontiac Lions Club for their service to the community and wish them well in their future endeavors.

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

No: None

**Resolution Passed**

### **Special Presentation**

Announcing Pontiac Community Calendar Feature

Presenter: Cody MacPhee, IT Manager and Paula Bridges, Communications Director

**Recognition of Elected Officials – Beatrice Wright, Precinct Delegate**

### **Agenda Address**

1. Dr. Deirdre Waterman addressed items #D, #E, #F, and item #2
2. Quincy Stewart addressed items #28, #31 and #34
3. Beatrice Wright Addressed items #11, #12 and #15
4. H. Bill Maxey addressed item #6
5. Carlton Jones addressed item #2
6. Darlene Clark addressed item #1
7. Chuck Johnson addressed item #6
8. Gloria Miller addressed every item

### **Agenda Items**

Ordinance

**2423 Adoption of an Ordinance to Amend Ordinance 2406 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, MC 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. (Second Reading)** Moved by Councilperson Carrington and second by Councilperson Parker. Discussion.

**Motion to postpone Adoption of an Ordinance to Amend Ordinance 2406 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, MC 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 for one week. (Second Reading)** Moved by Councilperson Carrington and second by Councilperson Parker.

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

No: None

Abstain: Rutherford

**Motion Carried**

Councilman Nicholson was absent during the vote.

**23-332 Resolution to Approve 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**

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**the Zoning Classifications for a Specific Parcel on the South Side of Auburn Road Between South Stanford Street and South Francis Avenue, Subject to the Agreed upon Conditions (*Rezoning of the parcel totaling 1.3 acres at 454 Auburn Avenue, with Lighthouse as the applicant*)** Moved by Councilperson Goodman and second by Councilperson Rutherford.

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance Map to rezone the parcel (64-14-33-205-034) totaling 1.34 acres at 454 Auburn; specifically, to amend the Zoning Ordinance Map which list these properties as C-1 Local Business, C-3, Corridor Commercial, and R-3, Multiple Family Dwelling to R-4 Multiple Family Dwelling Apartment.

WHEREAS, the City of Pontiac City Council finds it is in the best interest for the health, safety, and welfare, to reject the Planning Commission's Recommendation and approve the amendments to the Zoning Ordinance Map as presented.

NOW THEREFORE, BE IT RESOLVED by the Pontiac City Council that it hereby adopts the first reading of the amendments as presented to the City Council on September 19, 2023, to the City's Zoning Ordinance Map.

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

No: None

**Resolution Passed**

#### **Resolutions**

City Council

23-333

#### **Resolution to Support Guaranteed Severance Pay Legislation. (Agenda add-on)**

Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, the City of Pontiac recognizes the importance of protecting workers' rights and promoting fair labor practices within our community; and

WHEREAS, Legislation set to be re-introduced by House Majority Whip Representative Abraham Aiyash aims to establish a comprehensive framework for guaranteed severance pay for employees affected by closures, relocations, and mass layoffs; and

WHEREAS, the prospective "relocation, closing, and mass layoff severance pay act" seeks to ensure that employees facing job loss due to factors beyond their control receive appropriate compensation to help them navigate such transitions; and

WHEREAS, the actions of wealthy corporate executives and private equity firms that lead to job destruction in Michigan have a profound impact on working families, our communities, and the local economy; and

WHEREAS, the Art Van mass layoff at the onset of the pandemic, orchestrated by a Wall Street private equity firm, TH Lee, highlighted the disregard for Michiganders and the local workforce, prompting a united effort by workers to stand against such actions and demand accountability; and

WHEREAS, it is imperative to hold corporations accountable for their actions when they destroy jobs in our state, and the introduction of guaranteed severance pay legislation aligns with our commitment to the well-being of our community members; and

WHEREAS, the practices of certain Wall Street private equity firms and corporate CEOs have adversely affected our communities, including instances like the Art Van closure that left thousands of employees without paychecks, health care, and contributed to the burden on local social services; and

WHEREAS, the economic repercussions of mass layoffs with no notice, severance pay, or safety net for workers not only impact the affected employees but also impose a significant financial burden on our state; and

WHEREAS, these challenges compel working families to depend heavily on vital social programs, such as Unemployment Insurance and other essential support systems, highlighting the urgent need for

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measures like Guaranteed Severance Pay legislation that protect our workers and reinforce the strength of our social safety net; and

WHEREAS, the introduction and passage of Guaranteed Severance Pay legislation presents an opportunity to strengthen worker rights, enhance economic stability, and discourage actions by corporate entities that negatively impact our workforce and community; and

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council expresses its strong support for the forthcoming House Bill titled the "relocation, closing, and mass layoff severance pay act," to be re-introduced in the Michigan Legislature; and

BE IT FURTHER RESOLVED that the City Council strongly urges State Representative Brenda Carter and State Senator Jeremy Moss, and members of the Michigan Legislature to carefully consider and swiftly pass this legislation to ensure that workers' rights are protected, and that employees facing layoffs, relocations, or closures receive fair and just severance pay; and

BE IT FURTHER RESOLVED that the City Council recognizes that this legislation not only supports workers but also contributes to the long-term financial solvency of the state, particularly during economically challenging times when mass job losses burden the state's social safety net.

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

No: None

**Resolution Passed**

Grants and Philanthropy

23-334 **Resolution to approve the proposed budget amendment for Fiscal Year 2023-24 to increase budgeted revenues in the amount of \$1,500,000 to account 101-000-539.000 – MIEGLE, and expenditures in the amount of \$1,500,000 to account 101-445-936.000 – MIEGLE, \$75,000 to account 203-463-806.001 – MIEGLE, \$200,000 to account 202-463-818.001- MIEGLE, and \$100,000 to account 101-447-818.001 – MIEGLE.** Moved by Councilperson Carrington and second by Councilperson Goodman.

WHEREAS, the City of Pontiac has been awarded \$1,500,000 from Michigan Department of Environment, Great Lakes, and Energy Water Resources Division State High Water Infrastructure Grant Program in the amount of \$1,500,000; 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 Pontiac City Council authorized the execution of the grant agreement.

WHEREAS, the grant program requires a minimum of 20 percent matching funds.

NOW THEREFORE, be it resolved that the City Council hereby approves the proposed budget amendment to increase budgeted revenues in the amount of \$1,500,000 to account 101-000-539.000-MIEGLE, and expenditures in the amount of \$1,500,000 to account 101-445-936.000-MIEGLE, \$75,000 to account 203-463-806.001-MIEGLE, \$200,000 to account 202-463-818.001-MIEGLE, and \$100,000 to account 101-447-818.001-MIEGLE.

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

No: None

**Resolution Passed**

Parks and Recreation

23-335 **Resolution approving Pontiac Oaks Park Action Plan. (First Reading)** Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, the City of Pontiac has been given the first draft of the Park Action Plan by Oakland County; and,

WHEREAS, The City of Pontiac is to make suggested changes to the Park Action Plan prior to the second reading of the plan; and

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NOW THEREFORE, Oakland County can include the suggested changes to the Park Action Plan and then provide a final copy for the City of Pontiac to approve during the second reading of this document. Doing so will then finalize the transition period of the Interlocal Agreement and as of October 1, 2023, Oakland County will begin overseeing operations and maintenance of the City's Pontiac Oaks Park.

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

No: None

**Resolution Passed**

Purchasing

23-336

**Resolution authorizing the Mayor or Mayor's Designee to execute the contract for Allied Building Service of Detroit, Inc. to purchase the HVAC and Painting Services for Pontiac City Hall.** Moved by Councilperson Carrington and second by Councilperson James. Discussion.

**Motion to table item #7 Resolution authorizing the Mayor or Mayor's Designee to execute the contract for Allied Building Service of Detroit, Inc. to purchase the HVAC and Painting Services for Pontiac City Hall to later in the meeting.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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

No: None

**Motion Carried**

#### **Public Comment**

1. Dr. Deirdre Waterman
2. Beatrice Wright
3. H. Bill Maxey
4. Robert Bass
5. Lavonte Travis
6. Regina Campbell
7. Quincy Stewart
8. Carlton Jones
9. Bille Swazer
10. Darlene Clark
11. Chuck Johnson
12. Gloria Miller
13. Bishop Theresa Lee

#### **Discussion**

Senior Center Renovations Process (Agenda add-on)

**Motion to amend Resolution authorizing the Mayor or Mayor's Designee to execute the contract for Allied Building Service of Detroit, Inc. to purchase the HVAC and Painting Services for Pontiac City Hall.** Moved by Councilperson Goodman and second by Councilperson Parker.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases; and WHEREAS, the Purchasing Manager is requesting approval for the Finance Director to sign the Allied Building Service quote for HVAC and Painting Services totaling \$69,873; \$30,700.13.

NOW, THEREFORE BE IT RESOLVED, The Pontiac City Council approves the Mayor or Mayor Designee to allow the Finance Director to sign the quotes for Allied Building Service of Detroit, Inc. to



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purchase the HVAC and Painting Services for City Hall.

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

No: None

**Motion Carried**

Councilwoman Rutherford and Councilman Nicholson were absent during the vote.

23-336 **Amended Resolution authorizing the Mayor or Mayor's Designee to execute the contract for Allied Building Service of Detroit, Inc. to purchase the HVAC and Painting Services for Pontiac City Hall.** Moved by Councilperson Carrington and second by Councilperson James.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases; and WHEREAS, the Purchasing Manager is requesting approval for the Finance Director to sign the Allied Building Service quotes for HVAC \$30,700.13.

NOW, THEREFORE BE IT Resolved, The Pontiac City Council approves the Mayor or Mayor Designee to allow the Finance Director to sign the quotes for Allied Building Service of Detroit, Inc. to purchase the HVAC for City Hall.

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

No: Rutherford

**Resolution Passed**

Councilman Nicholson was absent during the vote.

**Closed Session**

23-337 **Resolution to proceed into closed session at 9:03 p.m. pursuant to MCL 15.268 (d) to consider the purchase or lease of real property up to the time an option to purchase or lease such real property is obtained and MCL 15.268 (h) to discuss a written legal opinion prepared by the City Attorney Clark Hill, LLC regarding adult-use marihuana ordinance.** Moved by Councilperson Goodman and second by Councilperson Carrington.

WHEREAS, City Council seeks to adjourn into Closed Session for the following reasons, this Resolution is hereby considered:

1. Under MCL 15.268 (d) provides that a public body may meet in closed session to consider the purchase or lease of real property up to the time an option to purchase or lease such real property is obtained: and
2. Under MCL 15.268 (h) to discuss a written legal opinion prepared by the City Attorney Clark Hill LLC regarding adult-use marihuana ordinance.

NOW, THEREFORE, BE IT RESOLVED the City Council will proceed in Closed Session pursuant to the Open Meetings Act MCL 15.268 Section 8(d) to consider the purchase or lease of real property up to the time an option to purchase or lease such real property is obtained and section 8(h) to discuss a written legal opinion prepared by the City Attorney Clark Hill LLC regarding adult-use marihuana ordinance.

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

No: None

**Resolution Passed**

Councilwoman Rutherford and Councilman Nicholson were absent during the vote.

**Motion to come out of Closed Session at 10:25 p.m.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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

No: None

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**Motion Carried**

Councilman Goodman was absent during the vote.

**Communications**

City Council, Mayor's Office and Clerk's Office

**Mayor, Clerk and Council Closing Comments**

Mayor Tim Greimel, Clerk Garland Doyle, Councilman William Parker Jr., Councilwoman Kathalee James, Councilwoman Melanie Rutherford and Council President Pro-Tem William Carrington made closing comments.

**Adjournment**

**Motion to adjourn the meeting.** Moved by Councilperson Rutherford and second by Councilperson James.

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

No: None

**Motion Carried**

Council President Mike McGuinness adjourn the meeting at 10:37 p.m.

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Garland S. Doyle  
City Clerk



# **CONSENT AGENDA C**



**PONTIAC CITY COUNCIL RESOLUTION RECOGNIZING OCTOBER 2023  
AS BREAST CANCER AWARENESS MONTH**

**WHEREAS**, the Pontiac City Council recognizes the month of October 2023 as Breast Cancer Awareness Month and stands in solidarity with all of the brave women and men who have been diagnosed with breast cancer and honor those who have lost their battle to this disease; and,

**WHEREAS**, as the second most common cancer affecting women, an estimated 1 in 8 women will develop breast cancer over the course of their lifetime; and,

**WHEREAS**, there are several types of breast cancer – divided into non-invasive and 23 invasive types – which can be diagnosed at different stages of development and can grow at 24 different rates; and,

**WHEREAS**, early detection is one of the most important strategies for treating breast cancer successfully, and regular screenings are the most reliable way to detect it; and,

**WHEREAS**, if cancer is identified at an early stage, it can be treated before it spreads to 26 other parts of the body and, while the exact cause of breast cancer is not fully understood, there are many factors that increase the likelihood of developing it, including age, family and medical history; and,

**WHEREAS**, the Pontiac City Council looks forward to the day when no woman or man will suffer from breast cancer or lose their life to this disease.

**NOW, THEREFORE BE IT RESOLVED**, that the Pontiac City Council honors breast cancer patients, survivors, and their families and recognizes October as Breast Cancer Awareness Month and to promote research for a cure.

**BE IT FURTHER RESOLVED** that the Pontiac City Council applauds and commends the advocates, medical professionals, researchers and caregivers who dedicate their lives to making progress toward cures and encourages citizens, government agencies, private businesses, nonprofit organizations and other interested groups to join in increasing awareness and prevention and to pay tribute to those who have lost their lives to this disease.

PONTIAC CITY COUNCIL

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Pontiac, Michigan

•

September 26, 2023

**Mike McGuinness**, *Council President*

**Mikal Goodman**, *Councilmember*

**Brett Nicholson**, *Councilmember*

**Melanie Rutherford**, *Councilmember*

**William A. Carrington**, *President Pro Tem*

**Kathalee James**, *Councilmember*

**William Parker, Jr.**, *Councilmember*

# **CONSENT AGENDA D**



**RESOLUTION IN SUPPORT OF MICHIGAN HOUSE BILL 4274 and 4275**

**WHEREAS,** The Pontiac City Council strongly supports the following Revenue Sharing Trust Fund House Bills 4274 and 4275; and,

**WHEREAS,** if passed these bills will create a fund whose purpose will be to ensure that municipalities receive more money in state revenue than in the past; and

**WHEREAS,** The Pontiac City Council asserts that revenue sharing allows for equitable distribution of funds that will assist local municipalities such things as Infrastructure Investment, economic growth, and fiscal stability; and

**NOW THEREFORE BE IT FUTHER RESOLVED,** that the Pontiac City Council strongly urges the Speaker of the Michigan House of Representatives to promptly schedule HB 4274 and 4275 for a vote.

**BE IT FURTHER RESOLVED,** that copies of this resolution be forwarded by the City Clerk to the Speaker of the Michigan State House of Representatives, The Minority Leader of the Michigan State House of Representatives, and to our State Representative Brenda Carter and State Senator Jeremy Moss.

PONTIAC CITY COUNCIL	●	Pontiac, Michigan	●	September 26, 2023
Mike McGuinness, Council President		William A. Carrington, President Pro Tem		
Mikal Goodman, Councilmember		Kathalee James, Councilmember		
Brett Nicholson, Councilmember		William Parker, Jr., Councilmember		
Melanie Rutherford, Councilmember				

# **CONSENT AGENDA E**



COMMUNITY DEVELOPMENT DEPARTMENT

**CITY OF PONTIAC CITY COUNCIL**

**RESOLUTION TO SCHEDULE A PUBLIC HEARING FOR THE SALE OF  
VACANT CITY-OWNED PARCELS**

**WHEREAS**, prior to selling any city-owned properties resident or taxpayer in the City of Pontiac may appear and be heard; and

**WHEREAS**, City is the owner of certain real property located in the City of Pontiac and legally described below; and

**WHEREAS**, the City intends to sell the following Commercial parcels: 172 S Francis Ave Parcel Number 14-34-105-014; 339 Paddock Parcel Number 14-33-179-001; 94 Dwight Parcel Number 14-30-476-002; in, Pontiac, Michigan; and

**WHEREAS**, the City intends to sell the following In-fill Housing parcels for a project to be known as The Bridge on Orchard: 447 Orchard Lake Rd. Parcel Number 14-32-152-006; 439 Orchard Lake Rd. Parcel Number 14-32-152-031; 429 Orchard Lake Rd. Parcel Number 14-32-152-033; 469 Orchard Lake Rd. Parcel Number 14-32-152-035; 453 Orchard Lake Rd. Parcel Number 14-32-152-039; Parcel Number 4-32-152-037; Parcel Number 14-32-152-029; 505 Luther Ave. Parcel Number 19-05-278-003; Parcel Number 19-05-278-037; in Pontiac, MI; and

**WHEREAS**, the City intends to sell the following In-Fill Housing parcel for the project known as Franklin School: 494 Bloomfield Ave. Parcel Number 19-04-107-021; Highland Parcel Number 19-04-159-004; Parcel Number 19-05-254-019; Parcel Number 19-05-254-020; 548 California Ave., Parcel Number 19-05-207-026; California Avenue Parcel Number 19-05-252-012; 586 California Ave. Parcel Number 19-05-207-031; in Pontiac Michigan; and

**WHEREAS**, the City intends to sell the following Side-Lot parcels: 232 E. Wilson Parcel Number 14-33-334-009; Parkdale Parcel Number 14-20-106-006; 82 Rockwell Parcel Number 14-32-430-027; 32 Bennett Parcel Number 14-20-383-026; Parcel Number 14-22-129-021; S. Jesse Parcel Number 14-33-180-006; 113 Strathmore Parcel Number 14-17-329-011; Stout St. Parcel Number 14-32-107-040; S. Sanford Parcel Number 14-28-460-012; 172 S. Francis Parcel Number 14-33-205-026; Arthur St. Parcel Number 19-05-252-032; S. Anderson Parcel Number 14-33-278-021; in Pontiac, Michigan; and

**WHEREAS**, the City of Pontiac should give public notice of the hearing not less than 10 days or more than 30 days before the hearing; and

**NOW, THEREFORE BE IT RESOLVED**, by the Pontiac City Council, that the Pontiac City Council hereby schedules a public hearing to sell vacant, City-owned parcels in the City of Pontiac, Oakland County, and State of Michigan, such hearing to be held on October 10, 2023 at 6:00 PM:

# **CONSENT AGENDA F**



**COMMUNITY DEVELOPMENT DEPARTMENT**

**DATE:** September 19, 2023  
**TO:** Honorable City Council  
**FROM:** Deborah Younger, Economic Development Manager  
**SUBJECT:** Resolution to Schedule a Public Hearing to Approve the Obsolete Property Rehabilitation Application (OPRA) district Red Chickweed, LLC for Parcel Number 14-27-306-014 located at 31 N. Astor Street, Pontiac, MI

In accordance with Obsolete Property Rehabilitation Act P.A. 146 of 2000, as amended, prior to an establishing an obsolete property rehabilitation district a public hearing must be held followed by a resolution to approve the district. Red Chickweed, LLC is requesting the establishment of a district for 31 N. Astor Huron Street.

Constructed in 195s, Longfellow School (31 N. Astor) opened its doors as a 24-classroom school. The school closed its doors in 2010. The building is approximately 35,645 square feet with two stories and a 1,631 detached former boiler house just west of the school building.

The proposed \$31million project will be multi-family, mixed-use, consisting primarily of 180 loft-style rental apartments and commercial nonprofit and local business space

A notice for the public hearing should be posted 10 days prior to the public hearing.





**COMMUNITY DEVELOPMENT DEPARTMENT**

**CITY OF PONTIAC CITY COUNCIL**

**RESOLUTION TO SCHEDULE A PUBLIC HEARING TO ESTABLISH AN  
OBSOLETE PROPERTY REHABILITATION DISTRICT FOR RED CHICKWEED,  
LLC, PARCEL NUMBER 14-27-306-014 LOCATED AT 31 N. ASTOR STREET  
PONTIAC, MICHIGAN**

**WHEREAS**, pursuant to Obsolete Property Rehabilitation Act (OPRA) P.A. 146 of 2000 as amended, the City of Pontiac, by resolution may establish an Obsolete Property Rehabilitation District; and

**WHEREAS**, prior to establishing an obsolete property rehabilitation, written public notice by certified mail to the owners of all real property within the proposed obsolete property rehabilitation district at which any of those owners and any other resident or taxpayer in the City of Pontiac may appear and be heard; and

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

**WHEREAS**, Petitioner is requesting establishment of an obsolete property rehabilitation district for parcel number 14-27-306-014, located at 31 N. Astor Street, in Pontiac, Michigan; and

**WHEREAS**, the City of Pontiac should give public notice of the hearing not less than 10 days or more than 30 days before the hearing as set forth in Obsolete Property Rehabilitation Act P.A. 146 of 2000 as amended, section 4(1); and

**WHEREAS**, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the application for the obsolete property rehabilitation; and

**WHEREAS**, the Pontiac City Council deems it to be in the public interest of the City of Pontiac to schedule a public hearing to approve the application of the Obsolete Property Rehabilitation and to give notice of such hearing as provided in the Obsolete Property Rehabilitation Act P.A. 146 of 2000 as amended; and

**NOW, THEREFORE BE IT RESOLVED**, by the Pontiac City Council, that the Pontiac City Council hereby schedules a public hearing to establish an Obsolete Property Rehabilitation District for parcel number 14-27-306-014 for Red Chickweed, LLC at 31 N. Astor Street In the City of Pontiac, Oakland County, and State of Michigan, such hearing g to be held on October 10, 2023 at 6:00 PM:

# **CONSENT AGENDA G**



**COMMUNITY DEVELOPMENT DEPARTMENT**

**DATE:** September 19, 2023  
**TO:** Honorable City Council  
**FROM:** Deborah Younger, Economic Development Manager  
**SUBJECT:** Resolution to Schedule a Public Hearing to Approve the Obsolete Property Rehabilitation Application (OPRA) of Exemption Certificate for HASAP, LLC for Parcel Number 14-29-409-010 Located at 48 W. Huron Street, Pontiac, MI

In accordance with Obsolete Property Rehabilitation Act P.A. 146 of 2000, as amended, prior to an Exemption Certificate a public hearing must be held followed by a resolution to approve the application. HASAP, LLC is requesting an exemption for 48 W. Huron Street.

Constructed in 1956, 48 West Huron Street, is a 3-story office and manufacturing building containing approximately 75,000 square feet. The building was historically the headquarters for the Oakland Press newspaper organization and has been vacant since the early 2000s.

The buildings facades, finishes, and mechanical systems are dated and in need of repairs and upgrades. The building is currently vacant and requires significant investment to return to productive reuse.

The proposed \$7 million renovation will accommodate a mixture of uses to include office, restaurant and flex/creative space. A portion of the building may be demolished to allow greater pedestrian connectivity with the downtown core as well as future planned developments in the immediate proximity. This building will be the centerpiece of a larger redevelopment piece in the immediate neighborhood.

A notice for the public hearing should be posted 10 days prior to the public hearing.



**CITY OF PONTIAC CITY  
COUNCIL**

**RESOLUTION TO SCHEDULE A PUBLIC HEARING TO APPROVE THE OBSOLETE PROIPERTY  
REHABILITATION APPLICATION EXEMPTION CERTIFICATE FOR HASAP, LLC FOR PARCEL  
NUMBER 14-29-409-010 LOCATED AT 48 W. HURON STREET, PONTIAC MICHIGAN**

**WHEREAS**, pursuant to the Obsolete Property Act (OPRA) P.A. 146 of 2000 as amended, the City of Pontiac, by resolution may approve an exemption certificate; and

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

**WHEREAS**, Petitioner is requesting an Obsolete Property Rehabilitation Act Exemption Certificate ("Property") for parcel number 14-29-409-010 located at 48 W. Huron St., Pontiac, Michigan; and

**WHEREAS**, the City of Pontiac should give public notice of the hearing not less than 10 days or more than 30 days before the hearing as set forth in the Obsolete Property Rehabilitation Act P.A.146 of 2000 as amended; and

**WHEREAS**, construction, alternation or installation of the proposed facilities have not commenced at the time of the filing the applications for the obsolete property rehabilitation; and

**WHEREAS**, the Pontiac City Council deems it to be in the public interest of the City of Pontiac to schedule a public hearing to approve the application of the Obsolete Property Rehabilitation Application Exemption Certificate and to give notice of such a public hearing as provided in the Obsolete Property Rehabilitation Act P.A. 146 of 2000, as amended; and

**NOW, THEREFORE BE IT RESOLVED**, by the Pontiac City Council, that Pontiac hereby schedules a public hearing to approve the Obsolete Property Rehabilitation Application Exemption Certificate for parcel number 14-29-409-010, located at 48 W. Huron St.in the City of Pontiac, Oakland County, State of Michigan, such hearing to be held on October 10, 2023, at 6:00 PM; and

**FURTHER RESOLVED**, by the Pontiac City Council, that the Pontiac City Council hereby instructs the City Clerk to publish such public hearing notice 10 days prior to the public hearing. adopted by the City Council of Pontiac, County of Oakland, Michigan.

# CONSENT AGENDA H

**CITY OF PONTIAC CITY  
COUNCIL**

**RESOLUTION TO SCHEDULE A PUBLIC HEARING TO APPROVE THE OBSOLETE PROIPERTY  
REHABILITATION APPLICATION EXEMPTION CERTIFICATE FOR 91 NORTH OZ, LLC FOR PARCEL  
NUJMBER 14-29-429-009 LOCATED AT 91 N. SAGINAW STREE, PONTIAC MICHIGAN**

**WHEREAS**, pursuant to the Obsolete Property Act (OPRA) P.A. 146 of 2000 as amended, the City of Pontiac, by resolution may approve an exemption certificate; and

**WHERAS**, 91 North OZ, LLC ("Petitioner") is the owner of that certain real property located in the City of Pontiac and legally described below ("Property"); and

**WHEREAS**, Petitioner is requesting an Obsolete Property Rehabilitation Act Exemption Certificate ("Property") for parcel number 14-29-429-009, located at 91 N. Saginaw St., Pontiac, Michigan; and

**WHEREAS**, the City of Pontiac should give public notice of the hearing not less than 10 days or more than 30 days before the hearing as set forth in the Obsolete Property Rehabilitation Act P.A.146 of 2000 as amended; and

**WHEREAS**, construction, alternation or installation of the proposed facilities have not commenced at the time of the filing the applications for the obsolete property rehabilitation; and

**WHEREAS**, the Pontiac City Council deems it to be in the public interest of the City of Pontiac to schedule a public hearing to approve the application of the Obsolete Property Rehabilitation Application Exemption Certificate and to give notice of such a public hearing as provided in the Obsolete Property Rehabilitation Act P.A. 146 of 2000, as amended; and

**NOW, THEREFORE BE IT RESOLVED**, by the Pontiac City Council, that Pontiac hereby schedules a public hearing to approve the Obsolete Property Rehabilitation Application Exemption Certificate for parcel number 14-29-429-009 at 91 N. Saginaw St. in the City of Pontiac, Oakland County, State of Michigan, such hearing to be held on October 10, 2023, at 6:00 PM; and

**FURTHER RESOLVED**, by the Pontiac City Council, that the Pontiac City Council hereby instructs the City Clerk to publish such public hearing notice 10 days prior to the public hearing.

# **CONSENT AGENDA I**



## City of Pontiac City Council

A resolution to change the start time of the City Council Meeting on Tuesday, October 17, 2023,  
from 6pm to Noon.

**NOW THEREFORE BE IT RESOLVED,** The Pontiac City Council authorizes the time change of the City Council Meeting on Tuesday, October 17, 2023 from 6pm to Noon and instructs the City Clerk to update the city council meeting calendar to reflect the time change.



**#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 marihuana prohibition and enforcement and that social equity in the marihuana industry is necessary to address the historical disproportionate impact of marihuana 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 marihuana;

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

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

(8) To restrict the issuance of Marihuana 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 marihuana 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 marihuana remains illegal under federal law, and marihuana 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 marihuana 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 marihuana 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 marihuana business interests. The operation of a permitted adult-use marihuana 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 marihuana 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 marihuana business or limiting the number and types of adult-use marihuana businesses authorized to operate in the City.

(3) Nothing in this ordinance is to be construed to grant or grandfather any marihuana 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 marihuana 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 Marihuana 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 Marihuana Business, and of 6% or more in the applicant. Any person or entity who owns less than 6% of direct or indirect ownership in the applicant but who exercises control over or participates in the management of the applicant shall be deemed to be an Applicant. Applicant includes the following true parties of interest for each type of applicant:

- (4) (a) For an individual or sole proprietorship: the proprietor and spouse.

(2) (b) For a partnership and limited liability partnership: all partners holding a direct or indirect ownership interest of 6% or more in the partnership and their spouses.

(3) (c) For a limited partnership and limited liability limited partnership: all general and limited partners holding a direct or indirect ownership interest of 6% or more in the limited partnership or limited liability limited partnership, and their spouses.

(4) (d) For a limited liability company: all members ~~and~~ holding a direct or indirect ownership interest of 6% or more in the limited liability company and their spouses, and all managers, and their spouses.

(5) (e) For a privately held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders holding a direct or indirect ownership interest of 6% or more in the privately held corporation, and their spouses.

(6) (f) For a publicly held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders holding a direct or indirect ownership interest of 6% or more in the publicly held corporation, and their spouses.

(7) (g) For a multilevel ownership enterprise: any entity or person that receives or has the right to receive 6% or more of the gross or net profits from the enterprise during any full or partial calendar or fiscal year.

(8) (h) 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) (i) For a trust: all trustees, any individual or ~~body~~ entity able to control and direct affairs of the trust, and any beneficiary who receives or has the right to receive 6% or more of 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 marihuana grower" means a grower licensed to grow not more than 100 marihuana plants.

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

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

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

"Co-Locate" or "Co-Location" means any combination of growers, processors, retailers, social equity retailers, designated consumption, and Class A microbusiness establishments that are authorized by the City to operate as separate marihuana businesses at a single property but with separate business suites, partitions, and separate means of public ingress/egress from the exterior or from a common lobby area.

"Cultivate" means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana 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 marihuana-related business authorized to permit individuals 21 years of age and older to consume marihuana 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.

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

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

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

"Marijuana 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 marihuana event license.

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

"Marihuana Tracking Act" or "MTA" means Public Act 262 of 2016, MCL 333.27901, et seq., as amended and all future amendments.

"Michigan Regulation and Taxation of Marihuana 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 Marihuana Business in the City.

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

"Person" means an individual, sole proprietorship, partnership, limited liability 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" mean 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 with a direct or indirect ownership interest greater than 6% and all managers; with respect to a corporation, whether profit or non-profit, all stockholders with a direct or indirect ownership interest greater than 6%, directors, corporate officers or persons with equivalent titles; and with respect to a partnership ~~or, limited liability partnership, limited partnership and limited liability limited partnership~~ all general and limited partners.

with a direct or indirect ownership interest greater than 6%.

"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, Social Equity Retailer establishments, and Class A Microbusinesses located outside of the Downtown 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. Retailer establishments, Social Equity Retailer establishments and Class A Microbusinesses located in the Downtown 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 2:00 a.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 throughs and drive through, walk-up window service, and curbside service shall be a prohibited use for all Retailer Establishments, Social Equity Retailer Establishments and Class A Microbusinesses.

**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	17
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 co-located at a premises from which adult-use marihuana commercial businesses are operated. Operation of a grower, processor, retailer establishment or social equity retailer establishment, Class A microbusiness, and designated consumption establishment at the same co-location is authorized, provided that each establishment is separately licensed and permitted. Co-Location 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 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 Marihuana 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 Marihuana 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 marihuana business is eligible to receive a permit unless at the time the application for the marihuana 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 marihuana commercial business for which the permit is being sought.
- (b) Mobile marihuana businesses and limited contact transaction operations are prohibited.
- (c) A permittee shall not operate a marihuana 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. Applicants are limited to one application per location. Multiple applications for the same establishment location shall be disqualified.

(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~~ Regardless of the definition of Applicant, each applicant shall disclose in the application the ownership structure of the entity that identifies applicant entity and the identity of every person or entity having a

direct or indirect ownership interest in the applicant by providing the entity or individual name, the ownership percentage held by each stakeholder, email address, mailing address and if applicable, the date of birth; provided, however, a social equity-qualified business entity who is an applicant must be able to also 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. Any person or entity who owns less than 6% of a direct or indirect ownership in the applicant but who exercises control over or participates in the management of the applicant shall be deemed to be an Applicant, if:

- a) the disclosed entity is a trust, the applicant shall disclose the names and addresses of the beneficiaries;
- b) the disclosed entity is a privately held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than 5%, officers, and directors.
- c) the disclosed entity is a publicly held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than 5%, officers, and directors.
- d) the disclosed entity is a partnership or limited liability partnership, the names and addresses of all partners.
- e) the disclosed entity is a limited partnership or limited liability limited partnership, the names of all partners, both general and limited.
- f) the disclosed entity is a limited liability company, the names and addresses of all members holding a direct or indirect interest of greater than 5%, and managers.

(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 from the applicant 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. For purposes of this subsection (7) an applicant includes a managerial employee of the applicant and any person who exercises control over or participates in the management of the applicant.

Commented [BMS1]: Inserted into the definition of "applicant" and "stakeholder" generally.

(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 Marijuana 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, 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 Marijuana 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 marijuana 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 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 marijuana 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 Marijuana Business.

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

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

(23) A social equity plan that (a) promotes and encourages participation and ownership in the marijuana industry by local residents that have been disproportionately impacted by marijuana 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 Marihuana Business.

(29) A scaled location area map that identifies the relative locations of, and distances from, Schools, childcare centers, public parks, 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, religious institution, or public park, 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 Marihuana 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 Marihuana Secure Transporter license shall provide copies of the vehicle registration for all commercial motor vehicles that will be used to transport marihuana or marihuana-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 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 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, and obtains a permit from the City and an operating license from the Department within 18 months after the conditional permit is granted. 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~~thirty (~~60~~30) days from the effective date of this ordinance, a point-based scoring and ranking procedure shall be approved by City Council resolution and 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, 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 Marihuana 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 marihuana 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 marihuana 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 Marihuana Business. The plan shall 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, and written~~ notice to all property owners within 1500 feet of the marihuana business location, neighborhood organizations and City Clerk shall be provided a copy of the written notice two (2) weeks before the public meeting. 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~~ has current and final 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., and 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 marihuana provisioning center subject to receipt of a valid building permit from the City not less than 30 days prior to the application for Marihuana Retailer or Social Equity Retailer permit. This subsection (9) does not apply to those applicants for a medical provisioning center permit who were initially one of the five highest scoring applicants in the zoning district where they applied but are no longer one of the five highest scoring applicants in the zoning district where they applied. The medical applicant entity who has current and final conditional approval for a medical marihuana provisioning center permit shall be awarded the thirty (30) points in this category whether they apply for a retailer permit or a social equity retailer permit as long as the entity qualifies as a social equity applicant when they apply for a social equity retailer permit under this Ordinance. Applicants with current and final conditional approval for a medical marihuana provisioning center permit pursuant to City of Pontiac's Medical Marihuana Facilities Ordinance, Article XXX, Section 26.1491 et seq may apply for recreational licenses at a different location in any of the four districts allowed under Ordinance #2407, not only in the district where they were awarded their conditionally approved medical license. The maximum number of scoring points in this category shall be twentythirty (2030) 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~~meets the definition of 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 marihuana 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.

(14) Whether an applicant applying for a retailer or social equity retailer permit was the highest scoring conditionally approved medical provisioning center applicant in the zoning district in which the applicant applied, including all those applicants tied for the highest score in that zoning district. The maximum number of points in this category shall be ten (10) 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 eight~~ 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 17 conditional permits to the seventeen (17) highest scoring applicants, as limited by the applicable overlay zoning districts. In the event of an evaluation scoring tie, which causes there to be more than seventeen (17) 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

Commented [SR2]: Chuck, this language would suggest that if 10 of the 17 applicants were woodward applicants and ten scored in the top 17, then all 10 would get it on Woodward.

meets the requirements of this ordinance. However, in no event shall the number of Retailer 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 Class A Microbusinesses, awarding conditional permits to the five (5) highest scoring applicants as limited by the applicable overlay zoning districts. 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 as limited by the applicable overlay zoning districts. 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) 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. Social equity retailer applicants are limited to one application per location. Multiple applications for the same social equity establishment location shall be disqualified.

**Sec. 15. Odor Control.**

(a) No Marihuana Business, permittee, person, tenant, occupant, licensee, landlord or property owner shall permit the release of marihuana 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 marihuana 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) Marihuana Businesses shall use sufficient procedures to prevent smoke, odor, debris, dust, fluids and other substances from escaping the premises of the Marihuana Business. If any smoke, odor, debris, dust, fluids or other substances leave the Marihuana 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 Marihuana 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 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; (i) the distance separation requirement between the school and the contemplated location set forth above shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the School, and from the primary point of

ingress to the contemplated location along the centerline to the primary street address building entrance, regardless of the ownership of property or Permittee.

(f) Class A Microbusinesses located outside of the Downtown 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. Class A Microbusinesses located in the Downtown 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 2:00 a.m. and 7:00 a.m.

(g) Drive throughs and drive through, walk-up window service, and curbside service shall be a prohibited use for all Class A Microbusinesses.

#### **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 Downtown 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 closed for business, and no consumption of marihuana in any form shall occur upon the premises between the hours of 2:00 a.m. and 7:00 a.m.

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

(e) 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.

(f) Designated Consumption Establishments are prohibited if the location is within 1,000 feet from any pre-existing School; (i) the distance separation requirement between the school and the

contemplated location set forth above shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the School, and from the primary point of ingress to the contemplated location along the centerline to the primary street address building entrance, regardless of the 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, social equity retailer, Class A microbusiness, and designated consumption establishment uses, shall be permitted to co-locate at a single property subject to permit approval for each use from the City. Co-located 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. Conditionally approved medical marijuana permit holders may apply for adult-use permits at a different location than the location applied for under the Medical Marijuana Facilities Ordinance, Article XXX, Section 26.1491 et seq. in any of the four zoning districts allowed under Ordinance #2407, not only in the zoning district where the applicant was awarded a conditionally approved medical marijuana permit. Current and final conditionally approved medical marijuana applicants for provisioning center permits who choose to apply

under this ordinance at a different location would receive the 30 scoring points under Section 13(f)(9) of this ordinance for the location that had been conditionally approved under the Medical Marijuana Facilities Ordinance Article XXX, Section 26.1491 et seq.

(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 final site plan and special exception permit 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 Marihuana Business.**

- (a) A permittee that closes a Marihuana 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 Marihuana Business permit to the City upon the expiration of the thirty (30) days' notice to the City.

**Sec. 24. Annual Marihuana 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 Marihuana 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 all of the plans submitted with its application for a permit, including but not limited to the staffing plan, the neighborhood communication/education 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 Marijuana 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's approved site plan is determined to be in substantial violation by the City.

(12) Applicants submitted more than one application for the same location.

(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 Marihuana 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 Marihuana 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 Marihuana 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 marijuana establishments); or (c) the effective date of the zoning code text amendments permitting Adult-Use Marijuana Business land uses, whichever is later.

**Sec. 29. Publication.**

**CERTIFICATION**

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Pontiac, County of 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:

**#3**

# **ORDINANCE**

**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 A SPECIFIC PARCEL ON THE SOUTH SIDE OF AUBURN ROAD BETWEEN SOUTH STANFORD STREET AND SOUTH FRANCIS AVENUE, SUBJECT TO THE AGREED UPON CONDITIONS.**

**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 description, commonly referred to as 454 Auburn Road, Parcel ID: 14-33-205-034, from Local Business (C-1); Corridor Commercial (C-3); Multiple Family Dwelling (R-3) to Multiple-Family Dwelling Elevator Apartment (R-4) with CR Conditional Rezoning, this Amendment is subject to the Conditions as described in Section 3.

**Provided Legal Description:**

The land referred to herein below is situated in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:

Part of Lot 1, also all of Lot 2, also part of Lot 3, of ASSESSORS PLAT NO. 52, according to the plat thereof recorded in Liber 1B of Plats, page 52 of Oakland County Records, all being described as beginning at the Northeast corner of said Lot 3, thence South 02 degrees 00 minutes 30 seconds East 221.46 feet; thence South 88 degrees 00 minutes 40 seconds West 265.12 feet; thence North 01 degree 59 minutes 20 seconds West 220 feet; thence North 87 degrees 41 minutes 50 seconds East 265 feet to the point of beginning.

**Section 2. Conditions.**

Said amendment is conditioned as provided in the voluntarily agreed Conditional Rezoning Agreement entered into between the City of Pontiac and ACORP Services, LLC, which include:

- i. The 60 feet of frontage along the Right of Way shall include a 10- to 12-foot-deep patio in front of the Community Room/Leasing Office Area. This patio shall include six (6) benches along with a paved patio area of approximately 430 square feet. The patio area shall include six (6) shade trees over the seating area.
- ii. A row of Arbor Vitae shrubs shall be planted along the entire length of the east and west buffer yards (planted 4 feet on center) to help screen the adjacent commercial-zoned properties.
- iii. In order to help buffer the Auburn Road Right of Way and the adjacent multi-family properties to the south, an additional 10% over and above the required amount of landscaping shall be added to the front and rear yards.

If the conditions as described above, and any other conditions as provided in the Conditional Rezoning Agreement, are not adhered to, the property in this Amendment will revert back to Local Business (C-1); Corridor Commercial (C-3); Multiple Family Dwelling (R-3).

### **Section 3. 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 4. 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.**

---

Tim Greimel, Mayor  
City of Pontiac, Michigan

## 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:



## 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:** Planning Commission

**CC:** Mark Yandrick, Planning Manager

**FROM:** Richard K. Carlisle, FAICP, Planning Consultant to the City of Pontiac  
Anna Wysocki, Community Planner

**DATE:** August 31, 2023, Updated September 13, 2023

**RE:** ZMA23 - 012  
454 Auburn Rd.  
Parcel 14-33-205-034

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### **Executive Summary:**

The applicant is proposing to rezone property (application ZMA23-012) which is currently zoned a combination of C-1 Local Business, C-3 Corridor Commercial and R-3 Multiple Family, to R-4 Multiple Family Elevator District. The site is located on the south side of Auburn Avenue between S. Francis St. and S. Sanford St. Zoning along Auburn is a mixture of commercial, single family and multiple family. The Master Plan recognizes the mixed nature of zoning and land use in the Auburn Road corridor and designates the area for mixed use. Further, the applicant has volunteered to make improvements to the landscaping plan and general site plan as conditions to the proposed map amendment.

Planning Commission recommended APPROVAL, 6-0 of the proposed zoning change, subject to the Conditional Rezoning Agreement at the September 5, 2023 public hearing.

### **Overview / Project Description:**

The subject site is 1.4 acres in size located on the south side of Auburn between S. Francis St. and S. Sanford St. The site is currently zoned a mix of C-1 Local Business, C-3 Corridor Commercial, and R-3 Multiple Family Dwelling. Both the C-1 and C-3 zoning categories would permit a variety of commercial and service uses. The C-3 district also permits light industrial use. It appears a substantial portion of the site is zoned R-3 Multiple Family Dwelling, which is similar to the R-4 zoning category that has been requested. The major distinction between the R-3 and R-4 Districts is their allowable height and density.

The R-4 Multiple Family Elevator District is a special purpose district set forth in Article 5, Chapter 2 in the Zoning Ordinance. The R-4 District allows a maximum build height of twelve (12) stories and density ranging from approximately forty-two (42) dwelling units per acre for 1-bedroom units, 34 units per acre for 2-bedroom units, and twenty-seven (27) units per acre for 3-bedroom units. In this case, the

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

applicant is proposing a mix of forty-five (45) 1-bedroom units and nine (9) 2-bedroom units. If the applicant proceeds as proposed, the project will meet the density requirements of the R-4 District.

Figure 1 – Aerial View of Site



Figure 2 – Future Land Use Map, 2018

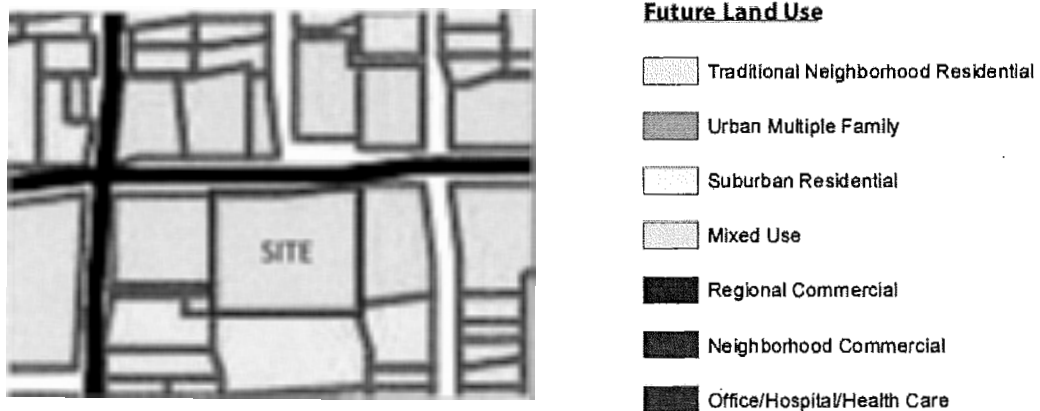
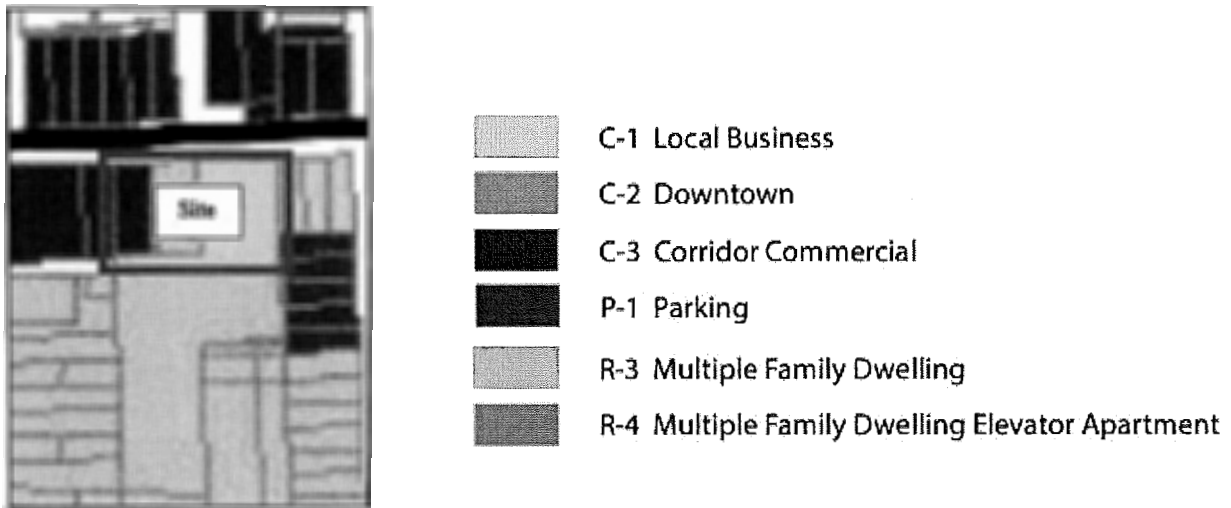


Figure 3 – Current Zoning



#### **Voluntary Conditions**

The applicant has amended their application for zoning map amendment with the following voluntary conditions:

1. The 60 feet of frontage along the Right of Way shall include a 10- to 12-foot-deep patio in front of the Community Room/Leasing Office Area. This patio shall include six (6) benches along with a paved patio area of approximately 430 square feet. The patio area shall include six (6) shade trees over the seating area.
2. A row of Arbor Vitae shrubs shall be planted along the entire length of the east and west bufferyards (planted 4 feet on center) to help screen the adjacent commercial-zoned properties.
3. In order to help buffer the Auburn Road Right of Way and the adjacent multi-family properties to the south, an additional 10% over and above the required amount of landscaping shall be added to the front and rear yards.

The intent of the agreed upon conditions is to create a front yard public space, to increase landscaping beyond the requirements set by Section 4.4 of the Zoning Ordinance, and to mitigate any impacts from this development to the surroundings properties and neighborhood.

**6.804 Criteria for Amendment of the Official Zoning Map**

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

**Comments:**

The Master Plan designates the subject site and surrounding area for Mixed Use recognizing the historical patterns of land use and the inherent conflicts of more intense uses located adjacent to those of lesser intensity. The Master Plan recognizes the need to encourage redevelopment. The proposed rezoning to R-4 is consistent with the intent of the Master Plan.

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

**Comments:**

There is no evidence to suggest that there are any characteristics of the property that would be an impediment to development.

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

**Comments:**

The mixture of commercial and multiple-family residential zoning on the site is problematic. Under any circumstances, the site would require rezoning to a single category to be developed.

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

**Comments:**

The site is mostly surrounded to the north by C-3 zoning to the south by R-3 zoning. More specifically, the parcels west of the subject site (approaching Sanford St.) are zoned C-3, which allows more intense commercial uses. Parcels facing the site from the north side of Auburn Rd. are also zoned C-3. The properties south of the subject site are zoned R-3 Multiple Family Residential. A smaller portion of properties east of the site are zoned C-1 Local Business and P-1 Parking.

With regard to current uses, the site is surrounded by single family housing, medium density housing, vacant lots, open space, a place of worship, south of Auburn Rd. To the north of Auburn Rd, the site is most immediately surrounded by vacant lots, outdoor vehicle storage or vehicle repair, and low intensity local businesses. The proposed change to R-5 zoning is compatible with the surrounding commercial and residential uses, except for its proximity to parcels zoned C-3 Corridor Commercial. As a condition to the proposed map amendment, the applicant plans to install a buffer made of arbor vitae

plantings in the site's west side yard (adjacent to C-3) as well as its east side yard (adjacent to C-1 and P-1).

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

**Comments:**

The City Engineer will need to comment on the adequacy of public utilities, but it does not appear that multiple family use would create a burden greater than uses permitted by current zoning.

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

**Comments:**

Auburn Rd. is a major corridor with existing commercial and multiple family uses. The potential traffic generated by the proposed multiple family use is not likely to produce a greater amount of traffic than the current commercial designations and, in fact, may be less.

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

**Comments:**

As previously indicated, the site would be difficult to develop under the three (3) different zoning categories. Consolidating zoning into a single district allows for development of the site in a manner which meets the dimensional regulations of the requested zoning district.

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

**Comments:**

The proposed rezoning is consistent with the City's Master Plan and consolidates the current zoning of the property into a single category.

- I. If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

**Comments:**

The applicant has requested their application be considered as a conditional re-zoning. The proposed conditions are likely to facilitate the development's compatibility with surrounding uses and with the Auburn Avenue corridor.

J. The requested rezoning will not create an isolated or incompatible zone in the neighborhood.

**Comments:**

As it stands, the current zoning creates three (3) different pockets of zoning that are isolated from the prevailing patterns. The R-4 zoning that has been requested consolidates the zoning into a single category and is compatible with adjacent commercial and multiple family zoning.

**Summary of Conclusions:**

The proposed conditional zoning map amendment is found to meet the standards of approval set by section 6.804 of the Zoning Ordinance. The proposed change to R-4 zoning would establish the consistent zoning necessary for redeveloping the subject site, which is currently vacant. The proposed amendment is compatible with the surrounding uses, with current zoning, and with the Master Plan. One exception to this is the presence of C-3 zoning, a more intense commercial use, flanking Auburn Avenue. However, the applicant proposes to buffer the site from surrounding uses by installing additional landscaping on all sides of the development. According to the Master Plan, the surrounding corridor may be converted to mixed zoning over time, further improving the compatibility of the proposed amendment. Finally, the amendment to R-4 zoning will have the effect of connecting residential uses in the surrounding vicinity, as opposed to isolating single uses or zoning districts.

**Recommendations:**

The current zoning presents serious obstacles to the use and development of the property, a condition which is corrected by the proposed rezoning. The applicant has provided a concept plan and a detailed narrative regarding the intended use of the property which would suggest that a conditional rezoning would be mutually beneficial. To ensure the compatibility of the proposed development and mitigate impacts to the surrounding neighborhood, the applicant agrees to increase landscaping and to create a front yard public space as conditions, as set forth in the Conditional Rezoning Agreement.

Planning Commission recommended APPROVAL, 6-0 of the proposed zoning change, subject to the Conditional Rezoning Agreement at the September 5, 2023 public hearing.

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

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CARLISLE WORTMAN ASSOC., INC.  
Anna Wysocki  
Community Planner

Edited by Mark Yandrick, City of Pontiac Planning Manager





# 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: 454 Auburn Rd.

Sidwell Number: See list Below

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

Office Use Only

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

**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: Affordable Housing Apartments

The subject property is location at 454 Auburn Rd. on the N/S/E/W side of Auburn Rd. between S. Sanford St. and S. Francis Ave.

The property is zoned: C-1 Local Business, R-3 Multiple-family Dwelling and C-3 Corridor Commercial

Proposed Zoning District: All parcels R-4 Multiple-family Dwelling Elevator Apartment

It is proposed that the property will be used as: Affordable Housing Apartments

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

Assessors Plat No. 52 Parcel Number 14-33 205-034- See attached Legal description.

**Property Owner Information**

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

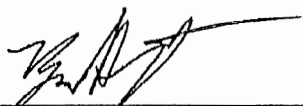
Are you the   X   Owner        Agent/rep. of the owner        Other       

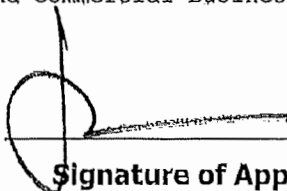
The proposed will be used for the following purpose (provide as much detail as possible with photographs, sketches, site plans, written documents, etc.).

The proposed use will be an Affordable Housing Development including  
54 units, with a mix of 1 and 2 bedroom Units. Limited amenities & services  
will be provided.

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 other housing with services in the region,  
including the Beacon Townhomes established for over 16 years, just South of  
this location. the proposal is meant to expand the amount of affordable housing,  
and services in the community. This proposed project will provide much needed  
housing, which will not be detrimental to the public or surrounding neighborhood  
which is predominantly zoned Multi-Family and Commercial Business. See attached  
plan.

  
Ryan Hertz, CEO, on behalf of...  
**Signature of Owner**  
Todd Burke 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:

**LIGHTHOUSE -AUBURN PLACE  
PROJECT RE-ZONING NARRATIVE**

July 28, 2023

**Overview**

Lighthouse-Auburn Place is a new multi-family apartment development to be located at 454 Auburn Avenue in Pontiac. The site is 1.34 acres and will be developed into a 54-unit apartment building. This will include 45 one-bedroom units and 9 two-bedroom units. The project has secured a preliminary award of \$10.5 million from MSHDA toward the total development cost of \$24.1 million.

As an applicant for HOME ARP, HCDF and CERA funding, Lighthouse:

- Certifies to MSHDA that it will comply with all requirements of the program and that housing units assisted will comply with HOME ARP requirements.
- Demonstrates that it has the financial capacity to undertake, comply with, and manage the eligible activities, including compliance with the federal programmatic requirements, and the financial requirements and standards shown in MSHDA's Direct Lending Parameters.

**Parcel Re-zoning**

The current parcel zoning is a mix of C-1 (Local Business), C-3 (Corridor Commercial), and R-3 (Multi-Family Dwelling). Lighthouse is proposing that the parcel be rezoned to R-4 (Multi-Family Elevator Apartment) in order to better align with, and consolidate the proposed use and to allow a more appropriate unit density. This proposed re-zoning will allow for a more viable sized development for the proposed use. Existing adjacent property zoning is predominantly C-3 (Corridor Commercial) to the west, C-1 (Local Business) and P-1 (Parking) to the east, and R-3 (Multiple Family Dwelling) to the south. C-3 (Corridor Commercial) zoning occurs to the north at the opposite side of Auburn Road, from the proposed project. The proposed R-4 (Multi-Family Elevator Apartment) re-zoning would be compatible with the current surrounding zoned uses. As a potential public benefit, Lighthouse will provide a public pocket park or plaza at the Auburn Road Frontage, adjacent the road right-of-way. This would provide a respite area for local residents and pedestrians to enjoy the potential bench seating and paved landscape area.

The Proposed Apartment development will house a total of 54 affordable housing units. The unit mix will include (45) 1 BR/ 1B units (at 677 nsf each) and (9) 2 BR/ 1B units (at 942 nsf each). A minimum of 5% of the total units will be fully barrier free accessible, for a total of 3 barrier free units. Each unit will be provided a generous balcony immediate to the Living Room of each unit.

**Lighthouse MI**

Lighthouse was established in 2019 when Lighthouse of Oakland County (LOC) and South Oakland Shelter (SOS) combined forces and merged agencies. LOC was founded in 1972 and started with a group of volunteers who provided food and clothing from the back door of a local church. SOS was established in 1985 by seven religious congregations in Oakland County. The new Lighthouse leverages the best of both agencies, providing direct services (food, shelter, rental/utility and other financial assistance, crisis referrals) and stability and housing programs that develop and support self-sufficiency.

Serving Oakland County with over 80 years of combined experience, Lighthouse is committed to ensuring all people in the community have a safe and secure place to call home. Lighthouse's focus on affordable and quality housing as a primary solution to complex needs and has had a strong impact throughout the

region. Lighthouse implements housing-first programming, operates a rotating shelter, and provides various supportive services that move people experiencing housing crises to long-term stability. Lighthouse's housing programs provide long-term housing and short- to medium-term rental assistance to displaced households, preventative services for those at-risk of eviction, and most importantly ongoing support services. Lighthouse operates ongoing permanent supportive housing for over 100 individuals each year. Lighthouse is a strong leader in efforts to bring affordable housing to the surrounding community working alongside local Oakland County government, state entities including The Department of Health and Human Services, many local private foundations including United Way for Southeastern Michigan, and federal departments including Housing and Urban Development. Lighthouse is an engaged partner with many entities who all share the common mission of increasing the supply of high quality affordable housing.

### **Community Improvement**

In developing the Lighthouse-Auburn Place Affordable Housing Apartment facility, Lighthouse would strive to ensure that the proposed development will be an asset to the community and a model for future service facilities. The development team will work to meet the intent of the current City Ordinances and Future Land Use Plan with this development.

This proposal for the Lighthouse-Auburn Place Affordable Housing Apartment development will greatly enhance the existing neighboring properties and businesses. The impact on the surrounding neighborhood will be positive and will potentially spark further development and improvement of the region. The proposed Lighthouse Affordable Housing Apartment development will further improve the ability of Lighthouse to offer low-cost housing to those individuals who have limited opportunity for improving their living conditions through quality housing, which will provide the initial steps toward a self-sustaining lifestyle for their residents.

## **DEVELOPMENT TEAM**

### **Project Sponsor**

Ryan Hertz, President & CEO  
Lighthouse  
46156 Woodward Avenue  
Pontiac, MI 48342  
Email: [rhertz@lighthousemi.org](mailto:rhertz@lighthousemi.org)  
Phone: 248-920-6000

### **Consultant Contact**

Joe Heaphy, President  
Ethos Development Partners  
882 Oakman Boulevard, Suite G  
Detroit, MI 48238  
Email: [jheaphy@ethosdp.com](mailto:jheaphy@ethosdp.com)  
Phone: 313-850-5844

**Management Contact**

Cheryl Humphrey  
Continental Management  
32500 Telegraph Road,  
Bingham Farms, MI 48025  
Email: [chumphrey@continentalmgt.com](mailto:chumphrey@continentalmgt.com)  
Phone: 248-731-7810

**Project Attorney**

Rochelle Lento  
Dykema  
400 Renaissance Center  
Detroit, MI 48243  
Email: [rlento@dykema.com](mailto:rlento@dykema.com)  
Phone: 313-568-5322

**Project Accountant**

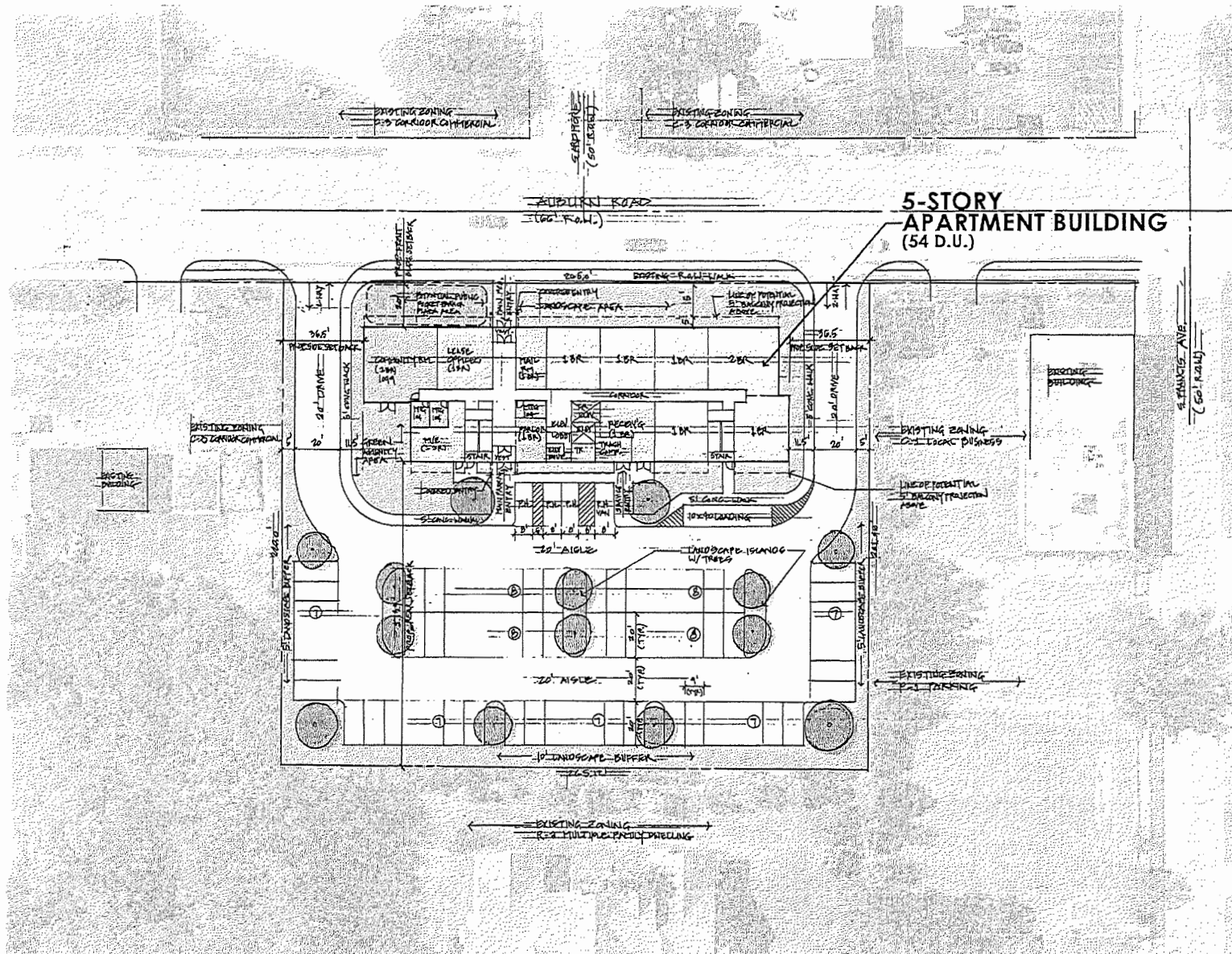
Joanne Candela  
Regency Financial Consulting  
54408 Whitby Way  
Shelby Twp, MI 48316  
Email: [jcandela@regencyfin.com](mailto:jcandela@regencyfin.com)  
Phone: 310-523-6817

**General Contractor**

Dave Vivio  
O'Brien Construction Company  
966 Livernois  
Troy, MI 48083  
Email: [dvivio@obriencc.com](mailto:dvivio@obriencc.com)  
Phone: 248-334-2470

**Architect**

James Pappas  
Fusco, Shaffer & Pappas Inc.  
550 East Nine Mile Road  
Ferndale, MI 48220  
Email: [jpappas@fsparch.com](mailto:jpappas@fsparch.com)  
Phone: 248-543-4100



## SITE DATA

**SITE AREA** ±58,300 G.S.F. (PER COUNTY RECORDS)  
OR 1.34 ACRES

**ZONING**  
EXISTING C-1 LOCAL BUSINESS  
C-3 CORRIDOR COMMERCIAL  
R3 - MULTI-FAMILY DWELLING  
PROPOSED (REZONED) R4 - MULTI-FAMILY ELEVATOR APARTMENT

**MINIMUM LOT SIZE**  
REQUIRED (56,250 GSF PER UNIT TYPE LOT REQ'M) 50,000 GSF  
PROVIDED ±58,300 GSF

**BUILDING HEIGHT**  
MAXIMUM 12 STORIES  
PROPOSED 5 STORIES - 56 FEET

**LOT WIDTH**  
MINIMUM 150 FEET  
PROVIDED 265 FEET

**BUILDING AREA**  
APARTMENT BUILDING  
1ST FLOOR 6 UNITS ±10,984 SF  
2ND FLOOR 12 UNITS ±10,984 SF  
3RD FLOOR 12 UNITS ±10,984 SF  
4TH FLOOR 12 UNITS ±10,984 SF  
5TH FLOOR 12 UNITS ±10,984 SF  
TOTAL 54 UNITS ±54,920 SF

**UNIT COUNT**  
1 BEDROOM (677 SF) 45 BR 45 UNITS  
2 BEDROOM (1042 SF) 18 BR 9 UNITS  
63 BR 54 UNITS

**TOTAL LANDSCAPE AREA (FRONT & SIDE YARDS)**  
MINIMUM (5% TOTAL SITE AREA) 2,915 GSF  
PROVIDED ±6,604 GSF

**PARKING**  
REQUIRED (1.1 SPACES PER BEDROOM) 70 SPACES  
PROVIDED 71 SPACES

**PARKING LOT TREES**  
REQUIRED (71 SPACES/6) 12 TREES  
PROVIDED 12 TREES

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

**Lighthouse**



**CONCEPTUAL SITE PLAN**

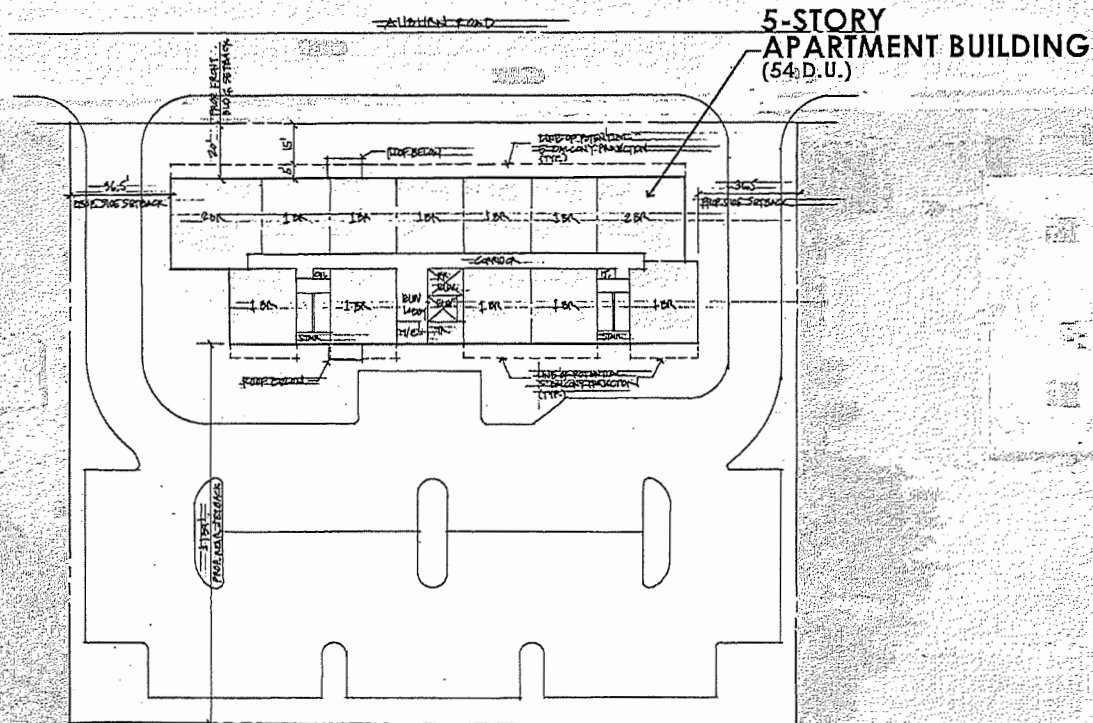
1"=20'-0"  
0 20' 40' 60'

**LIGHTHOUSE**  
AFFORDABLE HOUSING  
454 AUBURN ROAD  
PONTIAC, MICHIGAN

**FSP FUSCO, SHAFFER & PAPPAS, INC.**  
ARCHITECTS & PLANNERS  
558 E. HIGH WALK RD.  
PONTIAC, MICHIGAN 48204  
PH: 248-441-1111  
WWW.FSPARCHITECTS.COM

FUNDING PRESENTATION 06.30.23  
OWNER REVIEW 07.25.23  
REZONING SUBMISSION 07.28.23

SHEET 1 OF 2



**5-STORY  
APARTMENT BUILDING  
(54 D.U.)**





**First American**

Commitment for Title Insurance  
Michigan - 2021 v. 01.00 (07-01-2021)

**EXHIBIT A**

The Land referred to herein below is situated in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:

Part of Lot 1, also all of Lot 2, also part of Lot 3, of ASSESSORS PLAT NO. 52, according to the plat thereof recorded in Liber 1B of Plats, page 52 of Oakland County Records, all being described as beginning at the Northeast corner of said Lot 3, thence South 02 degrees 00 minutes 30 seconds East 221.46 feet; thence South 88 degrees 00 minutes 40 seconds West 265.12 feet; thence North 01 degree 59 minutes 20 seconds West 220 feet; thence North 87 degrees 41 minutes 50 seconds East 265 feet to the point of beginning.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.*

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Form 50112426 (8-18-22)

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**#4**

**RESOLUTION**

GARLAND S. DOYLE, M.P.A.  
*City Clerk*

SHEILA GRANDISON, MiPMC  
*Deputy City Clerk*



OFFICE OF THE CITY CLERK

47450 Woodward Avenue  
Pontiac, Michigan 48342  
Office: (248) 758-3200  
Fax: (248) 758-3160

TO: Honorable City Council

FR: Garland S. Doyle, M.P.A., MiPMC  
City Clerk

DA: September 19, 2023

RE: Early Voting Site Agreement between Oakland County and City of Pontiac

As you know in November 2022, Michigan voters approved Early Voting for our state. The new state law requires municipalities to offer nine days of early voting whenever there is a federal or state election. The law also allows municipalities to partner with their county to offer early voting sites.

We have decided to partner with Oakland County. The Pontiac Public Library located at 60 E. Pike St. will serve as our early voting site. In addition, Pontiac voters will have the option of voting at the countywide early voting site located at Waterford Oaks Activity Center 2800 Watkins Lake Rd, Waterford, MI 48328.

The city's legal counsel has reviewed the agreement. Per the agreement, the city is responsible for the costs related to staffing the regional early voting site with Election Inspectors, publications and facility rental/cleaning charges that are not reimbursed by the State or other entity shall be equally divided amongst the participating municipalities. Payment will be remitted to the County within 30 days of receipt of the invoice. The agreement is attached.

We are asking that the City Council approve the following resolution.

WHEREAS, Michigan voters approved Early Voting for Michigan in November 2022 to take effect in 2024 and;

WHEREAS, municipalities are required to offer nine days of early voting prior to Election Day for federal and state elections and;

WHEREAS, the state law allows municipalities to partner with their county to offer early voting. The City of Pontiac wishes to partner with Oakland County.

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council authorizes the Mayor and City Clerk to sign the agreement for Election Services between Oakland County and the City of Pontiac.

CC: Mayor Greimel  
Deputy Mayor Stephens  
C. Trebilcock, Esq., Clark Hill  
A. Martin, Purchasing Division

AGREEMENT FOR ELECTION SERVICES  
BETWEEN OAKLAND COUNTY AND CITY OF PONTIAC

---

This County Early Voting Site Agreement (the "Agreement") is made between Oakland County, 1200 N. Telegraph Road, Pontiac, Michigan 48341 (the "County") and the City of Pontiac, 47450 Woodward Avenue, Pontiac, Michigan 48342 ("Municipality") (the County and each municipality are sometimes referred to as the "Parties"). In this Agreement, the County and each municipality are represented by their respective clerks in their official capacities.

**PURPOSE OF THE AGREEMENT.** The County and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating an early voting site.

Name of county
Oakland County

Name of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Pontiac	18	48,288

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
  - 1.2 **Coordinator** means the individual appointed by the County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
  - 1.3 **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an Early Voting Plan are described in MCL 168.720h(3).
  - 1.4 **Election Services** encompasses the following individual Election Services provided by the County Clerk's Elections Division: Conduct and Administration of Early Voting.
  - 1.5 **Legislative Body of the Municipality** means the city or township governing board elected or appointed and serving in the municipality.
  - 1.6 **Municipality** means any participating municipality, which are entities created by the State or local authority or which are primarily funded by or through State or local authority, including, but not limited to, their council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

- 1.7 **QVF** means the Qualified Voter File as described in MCL 168.509m.
- 1.8 **QVF Controller** means the individual appointed by the County Clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.
- 1.9 **Site Supervisor** means the participating municipal clerk or a member of the County Clerk's staff who shall act as supervisor for each day of early voting. The County Clerk may appoint a different participating municipal clerk or member of the County Clerk's staff to act as a supervisor for different days of early voting. A site supervisor may delegate the supervisor's duties to a member of the supervisor's staff.
2. **SCOPE OF THE AGREEMENT.**
  - 2.1 The Parties agree that early voting will be provided for all statewide and federal elections, and all other non-statewide elections conducted in the county.
3. **COORDINATOR.**
  - 3.1 The Oakland County Director of Elections will serve as the Coordinator of each early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.
    - 3.1.1 In the event that the Coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the Coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.
  - 3.2 If the Coordinator becomes unavailable for any reason, the Coordinator role will be filled as follows:
    - 3.2.1 The County Clerk will appoint a new Coordinator.
    - 3.2.2 The new Coordinator will assume the responsibilities of the Coordinator on either a temporary or permanent basis.
4. **QVF CONTROLLER.**
  - 4.1 The Oakland County Director of Elections will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The QVF Controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the site(s) designated in the Agreement. The QVF Controller may designate these duties to a member of his/her staff.
5. **APPROVAL OF EARLY VOTING SITES.**
  - 5.1 Pursuant to MCL 168.662, the County Clerk, after consulting the participating municipal clerks, will submit each early voting site location to the Board of County Election Commissioners for approval.
  - 5.2 A regional early voting site will serve all electors covered by this Agreement. The electors covered by this Agreement will also be served by the County's central early voting site.

**6. APPOINTMENT OF ELECTION INSPECTORS.**

- 6.1 The Board of County Election Commissioners is responsible for the appointment of Election Inspectors.
- 6.2 At least 21 days before each election, the Board of County Election Commissioners will appoint for each early voting site at least 3 Election Inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.
- 6.3 The Board of County Election Commissioners will further designate one appointed Election Inspector from each early voting site as chairperson.
- 6.4 The selection of Election Inspectors will be governed by MCL 168.674.

**7. APPROVAL OF EARLY VOTING HOURS.**

- 7.1 The Parties agree to all of the following:
  - 7.1.1 Early voting will be conducted for the nine days guaranteed by the Constitution. The hours will be from 8:30am-4:30pm each day, except that Thursday the hours will be from 12pm-8pm.
  - 7.1.2 The days and hours specified in this Agreement apply to early voting at all elections conducted in the County.

**8. NOTICE OF EARLY VOTING HOURS.**

- 8.1 Not less than 45 days before Election Day, the County Clerk and the clerk of each participating municipality agree to give public notice of the dates and hours for early voting at the regional early voting site and central early voting site by posting information on the County's and each municipality's website. If the municipality does not maintain a website, it shall post the notice in the same manner as it posts other notices.
- 8.2 After an Early Voting Site is approved by the Board of County Election Commissioners, the County Clerk will send a notice to each registered elector entitled to vote at that Early Voting Site with the information required under Michigan Election Law. The notice will be subject to review and approval by the parties. After that initial notice by the County Clerk, the Municipal Clerk will be responsible for sending the appropriate notice to each new registrant. The cost of printing and mailing the required notices will be the responsibility of each municipality.

**9. BUDGET AND COST SHARING.**

- 9.1 The Parties agree to the following cost sharing and chargeback procedures as follows:
  - 9.1.1 The County agrees to request funding and/or reimbursement from the State, local school district or other entity responsible for costs related to early voting.
  - 9.1.2 The County agrees to assume all costs related to the acquisition of equipment, software and supplies.
  - 9.1.3 The costs related to staffing the regional early voting site with Election Inspectors, publications and facility rental/cleaning charges that are not reimbursed by the State or other entity shall be equally divided amongst the participating municipalities. Payment will be remitted to the County within 30 days of receipt of the invoice.

**10. STAFFING, SUPERVISION AND TRAINING.**

- 10.1** The Coordinator is responsible for ensuring adequate staffing and supervision at the regional early voting site, and central early voting site, including selection of the site supervisor who oversees the site(s).
- 10.2** The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.
- 10.3** The site supervisors for early voting sites shall be designated for each election on the attached Exhibit B.
- 10.4** The Coordinator is responsible for providing training to the Site Supervisors and Election Inspectors appointed to serve at the Early Voting Site for each election.

**11. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).**

- 11.1** The Parties agree to all of the following:
  - 11.1.1** The Coordinator, in consultation with the participating municipal clerks, will determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at the regional early voting site.
  - 11.1.2** The County will provide the tabulators, early voting poll book laptops, other necessary voting equipment and supplies.
- 11.2** The Board of County Election Commissioners will be responsible for conducting testing of the electronic voting equipment.
- 11.3** The Coordinator, or designated site supervisor, will be responsible for taking necessary steps to set up the early voting poll book laptops.

**12. CANVASS OF EARLY VOTING RETURNS AND REPORTING OF EARLY VOTING RESULTS.**

- 12.1** The Board of County Election Commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.

**13. EARLY VOTING PLAN.**

- 13.1** No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will be responsible for ensuring an Early Voting Plan, attached as Exhibit A, is filed with the County Clerk of the county in which the municipalities are located.

**14. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.**

- 14.1** Not less than 45 days before the first early voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, days, and hours of operation for each early voting site operated by the County.

**15. DURATION OF AGREEMENT.**

- 15.1** This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the County Clerk and each participating municipal clerk, unless the Agreement has an effective date specifically entered on the signature page.
- 15.2** This Agreement has no fixed termination date and may be terminated pursuant to its terms.

**16. CANCELLATION, MODIFICATION, AND TERMINATION OF AGREEMENT.**

- 16.1** The County Clerk may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the municipalities at the address provided in this Agreement to the attention of the Municipal Clerk. If the County Clerk withdraws during the statutory timeframe from the Agreement for any reason, the Agreement will cease to exist, and the clerk of each participating municipality must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.
- 16.2** The municipality may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the county at the address provided in this Agreement to the attention of the County Clerk. If a municipality withdraws from the Agreement for any reason during the statutory timeframe, the clerk of the municipality withdrawing from the Agreement must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.

**17. GENERAL PROVISIONS.**

- 17.1** County shall not be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including, but not limited to, loss of profit, opportunity, use, revenue, data, or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute, or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if County was advised or aware of the possibility of such damages.
- 17.2** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. 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 Agreement 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 the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 17.3** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties, except the

accompanying license agreement which is incorporated by reference. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

**17.4** "Confidential Information" means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's copyrighted training materials.

**17.5** Municipality shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Municipality shall not reproduce, provide, disclose, or give access of Confidential Information to any Municipality Employee or third-party not having a legitimate need to know. Municipality and Municipality Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, Municipality may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Municipality: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon Municipality with respect to any Confidential Information which Municipality can establish by legally sufficient evidence: (a) was in possession of or was known by Municipality, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Municipality from a third-party having the right to disclose it, without an obligation to keep such information confidential.



AGREEMENT FOR ELECTION SERVICES  
BETWEEN OAKLAND COUNTY AND CITY OF PONTIAC

---

\_\_\_\_\_  
Lisa Brown  
Oakland County Clerk

\_\_\_\_\_  
Signature of County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Garland S. Doyle  
City of Pontiac Clerk

\_\_\_\_\_  
Signature of Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tim Greimel  
City of Pontiac Mayor

\_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
Date

Effective Date: December 1, 2023

## EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will file an Early Voting Plan, covering the Parties to the County Agreement, with the County Clerk of the County.

Not less than 45 days before the first early voting day allowed by statute, the Coordinator will provide the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating County and municipalities to ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

**Plan Coverage:** County Agreement

### Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Joseph J. Rozell	Director of Elections	rozellj@oakgov.com	(248) 858-0564

### County:

Name of county	Clerk of County
Oakland County	Lisa Brown

### Municipality 1:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Pontiac	Garland S. Doyle	18	48,288

### Early Voting Location Information:

	Early voting site #1	Early voting site #2
Location of site	Pontiac Public Library, 60 E. Pike St., Pontiac, Michigan 48342	Waterford Oaks Activity Center, 2800 Watkins Lake Road, Waterford, Michigan 48328
Municipalities served at site	1	45
Number of Election Workers at site	7	7
Is this an EV site for all 9 days of Constitutionally- required early voting? (Y/N)	Yes	Yes
Hours for 9 days of Constitutionally-required early voting	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.
How many (if any) additional days of early voting will be provided at this site?	None	None
Hours for any additional days of early voting	N/A	N/A
Is this site ADA compliant?	Yes	Yes
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	Yes	Yes

### Communication Strategy:

The parties will use the following communication strategy for informing electors of their opportunity for early voting:

Social media, websites, community newsletters, and other mediums deemed appropriate by clerks.

**EXHIBIT B: SITE SUPERVISORS**

**Regional Early Voting Site Number:** \_\_\_\_\_

**Election Date:** \_\_\_\_\_

**Early Voting Site Supervisors:**

	Primary Site Supervisor	Backup Site Supervisor
Early Voting Day 1		
Early Voting Day 2		
Early Voting Day 3		
Early Voting Day 4		
Early Voting Day 5		
Early Voting Day 6		
Early Voting Day 7		
Early Voting Day 8		
Early Voting Day 9		

**#5**

**RESOLUTION**



## **PONTIAC CITY COUNCIL RESOLUTION OF SOLIDARITY WITH SHAWN FAIN AND THE STRIKING UNITED AUTO WORKERS**

**WHEREAS**, On September 15, 2023, the United Auto Workers (UAW) and UAW President Shawn Fain initiated an unprecedented strike against General Motors, Ford Motor, and Stellantis after negotiations between the UAW and the Big 3 automakers were not resolved prior to the expiration of the union contracts; and

**WHEREAS**, Currently, UAW workers are striking at 41 facilities across the country including 14 facilities here in Michigan, including the members of Local 653 at the General Motor Customer Care and Aftersales distribution facility right here in Pontiac; and

**WHEREAS**, the UAW is expected to expand the strike if negotiations do not produce contracts that are agreeable to their demands; and

**WHEREAS**, The UAW's primary demands are for wage increases, cost of living increases, shorter work weeks, a restoration of defined benefit pensions, the end of separate wage tiers, and stronger job security as automakers increasingly shift production to electric vehicles; and

**WHEREAS**, UAW President Shawn Fain has stated that the union is attempting to address the increasingly unequal wage gap between auto workers and executives, as executive pay has increased 40% during the life of the previous contract while worker pay has only increased by 6%; and

**WHEREAS**, The UAW is demanding a fairer share of the profits that auto workers generate, as the three automakers combined have made over \$20 billion in profits in the first six months of 2023 and roughly a quarter of a trillion in profits over the last decade; and

**WHEREAS**, The UAW was founded in Detroit, Michigan in 1935, largely in response to brutal working conditions in auto factories; and

**WHEREAS**, General Motors (GM) began building coaches in Pontiac as early as 1928, making Pontiac the world's capital of coach manufacturing, and over many years these workers built cutting-edge GM coaches that carried passengers in comfort throughout America, including Freedom Riders who rode interstate buses to the segregated South in the 1960's; and

**WHEREAS**, Perhaps the most famous and significant event in UAW history was the sit-down strike at the GM Fisher Body Plant in Flint, Michigan, which paved the way for union recognition at GM and shortly thereafter at Ford and Chrysler; and

**WHEREAS,** The rise of the UAW and other unions in the 1930s and 1940s resulted in the first great expansion of healthcare for Americans, and throughout the 20th century, unions are credited with gaining vast improvements in the lives of working people, which include the weekend, the 40 hour work week, the end of child labor, the 8 hour work day, unemployment benefits, workers compensation benefits, and the Family and Medical Leave Act (FMLA); and

**WHEREAS,** The UAW is calling its new strategy a “stand-up strike” in recognition that striking workers are continuing a long legacy of fighting for improved compensation and working conditions for its members and for all workers;

**NOW, THEREFORE BE IT RESOLVED,** That the Pontiac City Council supports and stands in solidarity with striking UAW members, especially the members of Local 653, and UAW President Shawn Fain as they continue to seek a resolution to the strike that results in improved compensation, working conditions, as well as overall respect and dignity for its members working for GM, Ford, and Stellantis;

**NOW BE IT FINALLY RESOLVED,** That the Pontiac City Clerk’s Office provide a copy of this resolution to UAW President Shawn Fain and UAW Local 653 President James Gonzales.

*PONTIAC CITY COUNCIL      •      Pontiac, Michigan      •      September 26, 2023*

**Mike McGuinness,** *Council President*

**Mikal Goodman,** *Councilmember*

**Brett Nicholson,** *Councilmember*

**Melanie Rutherford,** *Councilmember*

**William A. Carrington,** *President Pro Tem*

**Kathalee James,** *Councilmember*

**William Parker, Jr.,** *Councilmember*

**#6**

**RESOLUTION**





*Department of Public Works*

**OFFICIAL MEMORANDUM**

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**TO:** Pontiac City Council

**FROM:** Allen H. Cooley III, Director of Public Works

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

**DATE:** September 19, 2023

**RE:** **Purchase of 2 new trucks for DPW**

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The DPW Department is looking to purchase 2 new vehicles for the department.

The first is a multi-faceted medium duty cab and chassis that will allow the highway maint crew to use this truck for several functions. It will be outfitted with a switch and go system which will give the ability to switch out the bed of the truck depending on needed work. We are looking to purchase 5 beds that include, Chipper body, flat/stake bed, storage body(pod), and dump body. This will also come with a 9' western snowplow. Total for this truck is \$165,181. This truck will be funded out of GL 202-463-974.002

The second truck is for the Building Maint. and it also is a cab and chassis with a Stahl Challenger high roof body. This will provide the ability to lock tools in the side boxes while being able to move equipment in the high roof area. Total for this truck is \$78,113. This truck will be funded out of GL 445-458-977.002

These vehicles are being purchased from a co-op program with Sourcewell and using Lindco a Viking-Cives company.

WHERE AS, the City of Pontiac DPW will purchase vehicles needed in the daily operations of the department.

WHERE AS, it is necessary to have these vehicles for the DPW operations.

NOW, THEREFORE IT IS RESOLVED:

WHERE AS, the Pontiac City Council authorizes the DPW Director to purchase needed Vehicles for DPW from Lindco for \$243,294.



2168 East 88th Drive  
Merrillville, IN 46410  
USA  
Voice: (219)795-1448  
Fax: (219)736-0892



Viking-Cives #062222-VCM

# QUOTATION

Quote Number: 230589C-SWL  
Quote Date: Sep 15, 2023  
Page: 1

## Quoted To:

Pontiac, City of  
47450 Woodward Ave  
Pontiac, MI 48342  
United States

## TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requested.
- > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Pontiac-01	10/15/23	Net 30 Days	10312

Quantity	Item	Description
		<p>SOURCEWELL CONTRACT:</p> <hr/> <p>CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT NUMBERS: NJ2500, SW-TK0554, SW-TK0556</p> <hr/> <p>SOURCEWELL MEMBER:</p> <hr/> <p>MEMBER NUMBER: 47958 MEMBER: City of Pontiac CONTACT: Vince Jimenez TITLE: DPW Superintendent PHONE: 248-758-3930 E-MAIL: vjimenez@pontiac.mi.us</p> <hr/> <p>TERMS OF QUOTE:</p> <hr/> <p>***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote.</p> <hr/> <p>CHASSIS PAYMENT TERMS:</p> <hr/> <p>* Ordered chassis must be paid for within 30 days of delivery to Lindco. * In stock chassis must be paid for within 30 days of receiving your purchase order.</p>

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



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Pontiac-01	10/15/23	Net 30 Days	10312

Quantity	Item	Description
		* All chassis are subject to price increases up until time of delivery to Lindco.
		ESTIMATED DELIVERY TIME FRAME:
		* Allow approximately 180-240 days for chassis to be in stock at Lindco after receiving your purchase order.
		***Based on supply chain issues all of the above estimated time frames are subject to change.***
		SUMMARY OF QUOTE:
		*****
		SOURCEWELL TOTAL PRICE:
		*****
		SOURCEWELL CHASSIS:
		2024 Chevy 3500 HD Double Cab
		* SRW, 4 x 4, 56" CA
		* Gas
		* Pick up box delete
		* To be ordered from Graff Chevy Davison
		SWF-C
1.00		
350.00	SWF-C	

Subtotal	48,315.00
Sales Tax	
<b>TOTAL</b>	<b>48,315.00</b>



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Quantity	Item	Description
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Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



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Pontiac-01	10/15/23	Net 30 Days	10312

Quantity	Item	Description
		<p>* You are guaranteed no price increases on equipment.</p> <p>OPTION 2:</p> <p>* Net 30 days payment after completion of chassis with all equipment.</p> <p>* Will be subject to all price increases up until time of completion.</p> <hr/> <p>ESTIMATED DELIVERY TIME FRAME:</p> <hr/> <p>* Allow approximately 200 days for all equipment to be in stock at Lindco after receiving your purchase order.</p> <p>* Allow approximately 90-120 days to complete units, once all equipment and chassis are in stock at Lindco.</p> <p>***Based on supply chain issues all of the above estimated time frames are subject to change.***</p> <hr/> <p>SUMMARY OF QUOTE:</p> <hr/> <p>*****</p> <p>SOURCEWELL TOTAL PRICE:</p> <p>*****</p> <p>Equipment per below items mounted and fully operational.</p> <p>*****</p> <hr/> <p>SERVICE BODY:</p> <hr/> <p>1.00 CST98VVS-48.5</p> <p>Stahl CST98VVS-48.5 Challenger ST II Body</p> <p>* 223865 Highroof - 60" high, with (2) shelves per side, installed</p>

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



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Quantity	Item	Description
		<ul style="list-style-type: none"> <li>* 238303 LED strip lights installed in highroof with recessed switch inside rear door</li> <li>* 224603 Windows installed in Highroof, (4) 8" x 32" non-opening, (2) per side</li> <li>* 228020 Grab Handles, (pair) stainless steel, bolt on, for body end panels or inside rear doors to ease access, loose</li> <li>* 234347 LED compartment strip lights with door jamb switches installed in (6) side compartments</li> <li>* 230165 Recessed circle embossed bumper 79" , loose</li> <li>* 242519 Stirrup Step, 9" for installation to bumper, loose</li> <li>* 230523 LED S/T/T surface mounted bumper/end panel light kit, loose</li> <li>* 234924 Adapter plug for 2020-current GM, loose</li> <li>* 23492 1-03 OEM hitch mounting brackets for 2020-current Chevy/GM, loose</li> <li>* 234934 CST fender panel installed street side with front fuel fill</li> <li>* 200478 Powder Coat Universal White</li> </ul>
		MUD FLAPS:
2.00	MFW2375-SS	Lindco Mud Flap Bolting Plate-Stainless Steel (Each)
1.00	322418R	DuraGuard 3/8" HD 24" x 18" Poly Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)
		LIGHTING AND ELECTRICAL:
		BACK UP ALARM:
1.00	510	Ecco back-up alarm, 97 dB, 12 VDC.
		WORK LIGHTS:
2.00	MWL-19	Maxxima LED clear work light

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



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Quantity	Item	Description
14.00	EMPSC07M8-A	* Mounted high on rear of service body BODY LIGHTS: Sound Off mpower® 7"x3" with screw mount, 12 LED 9-32 volt SAE with 1.5" pigtail, clear housing, lens amber * (4) installed on front of body * (4) installed on rear of body * (3) mounted on each side of body
1.00	LUV28 1443-581444	Luverne black stainless steel side entry steps, select Silverado, Sierra, extended cab
1.00	HSL58281	Husky Liner Front Mud Guards for Silverado HD Trucks
1.00	SSA13	SuperSpring heavy duty spring helper kit for rear P.S. & D.S. with MT-KT mounting Kit 3400 lb additional load-leveling ability
		MISCELLANEOUS, FREIGHT, INSTALLATION:
660.04	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.
297.99	SWF-E	SWF-E
1,600.00	FREIGHT	FREIGHT
40.00	INSTALLATION	Lindco-Cives Installation Labor Hours

Subtotal	29,798.00
Sales Tax	
<b>TOTAL</b>	<b>29,798.00</b>



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Pontiac-01	10/1/23	Net 30 Days	10312

Quantity	Item	Description
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Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued





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Quantity	Item	Description
1.00		<p>* All chassis are subject to price increases up until time of delivery to Lindco.</p> <hr/> <p>ESTIMATED DELIVERY TIME FRAME:</p> <hr/> <p>* Allow approximately 300-400 days for chassis to be in stock at Lindco after receiving your purchase order. ***Based on supply chain issues all of the above estimated time frames are subject to change.***</p> <hr/> <p>SUMMARY OF QUOTE:</p> <hr/> <p>*****</p> <p>SOURCEWELL TOTAL PRICE:</p> <p>*****</p> <hr/> <p>SOURCEWELL CHASSIS:</p> <hr/> <p>2024 Ford F550 Regular Cab * 4x4, 84" CA, 169" Wheelbase, DRW * 6.7L V8 Diesel * 473- Snowplow prep package * 52B -Trailer brake controller * 531 - Trailer tow package * 62R PTO Provision * 90L - Power equipment group * 43C - 100v/400w outlet</p>

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



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Pontiac-01	10/1/23	Net 30 Days	10312

Quantity	Item	Description
350.00	SWF-C	* Lindco stock truck currently on order SWF-C

Subtotal	68,771.00
Sales Tax	
<b>TOTAL</b>	<b>68,771.00</b>



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Pontiac-01	10/1/23	Net 30 Days	10312

Quantity	Item	Description	Unit Price	Amount
		<p>SOURCEWELL CONTRACT:</p> <p>CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT NUMBERS: NJ2500</p> <p>SOURCEWELL MEMBER:</p> <p>MEMBER NUMBER: 47958 MEMBER: City of Pontiac CONTACT: Vince Jiminez TITLE: DPW Superintendent PHONE: 248-758-3930 E-MAIL: vjiminez@pontiac.mi.us</p> <p>TERMS OF QUOTE:</p> <p>***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote.</p> <p>EQUIPMENT PAYMENT TERMS:</p>		
		Subtotal		Continued
		Sales Tax		Continued
		TOTAL		Continued

25% Restock Fee on All Cancelled and Returned Orders



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# QUOTATION

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Customer ID	Good Thru	Payment Terms	Sales Rep
Pontiac-01	10/1/23	Net 30 Days	10312

Quantity	Item	Description	Unit Price	Amount
		<p>OPTION 1:</p> <ul style="list-style-type: none"> <li>* Pay for equipment within 30 days of purchase order date.</li> <li>* You are guaranteed no price increases on equipment.</li> </ul> <p>OPTION 2:</p> <ul style="list-style-type: none"> <li>* Net 30 days payment after completion of chassis with all equipment.</li> <li>* Will be subject to all price increases up until time of completion.</li> </ul> <hr/> <p>ESTIMATED DELIVERY TIME FRAME:</p> <hr/> <ul style="list-style-type: none"> <li>* Allow approximately 120 days for all equipment to be in stock at Lindco after receiving your purchase order.</li> <li>* Allow approximately 120-180 days to complete units, once all equipment and chassis are in stock at Lindco.</li> </ul> <p>***Based on supply chain issues all of the above estimated time frames are subject to change.***</p> <hr/> <p>SUMMARY OF QUOTE:</p> <hr/> <p>*****</p>		

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>

25% Restock Fee on All Cancelled and Returned Orders



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Pontiac-01	10/1/23	Net 30 Days	10312

Quantity	Item	Description	Unit Price	Amount
		SOURCEWELL TOTAL PRICE: *****		
		Equipment per below items mounted and fully operational. *****		
		SWITCH N GO:		
1.00	6670005	Switch-N-Go 11-4016-15H-10T Gen II, Switch-N-Go 11' hydraulic hoist system, 15,000lbs winch loading capacity, hydraulic winch and hoist, unlimited pulls per day * Approx dumping capacity 10.3 ton * Pre-plumbed hydraulic lines * Pre-installed in-line filter housing with reusable filter * Hydraulic reservoir 15 gallons with filter * Standard 18" rear overhang * Estimated weight of system 1,238 lbs * CA: 84"-96" recommended	17,755.00	17,755.00
1.00	4850000-1H	Switch-N-Go install kit for Gen II H-Series hoist.		
1.00	4850005	Switch-N-Go Bracket Kit		
1.00	1730018	Switch-N-Go 15 gallon side mount steel hydraulic reservoir with 10 micron filter		
1.00	2720066	Switch-N-Go Hydraulic reservoir mounting		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Viking-Cives #062222-VC

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Quantity	Item	Description	Unit Price	Amount
1.00		bracket		
		Hydraulic hoses and fittings	300.00	300.00
20.00	Hydraulic Oil	Hydraulic Oil	13.30	266.00
1.00	6110501-KIT	Switch-N-Go Versa-Fit Bumper System, with light bars * Multi-OEM bolt on bumper face plate * Light tubes * (2) lights per side, S/T/T Back & S/T/T Backup & Strobe * Mounting hardware * Rated for 20K	1,280.00	1,280.00
1.00	3790022	Switch-N-Go wire harness, ford tail light adapter	81.25	81.25
1.00	4000201	Switch-N-Go Fuel Filler Rod	71.25	71.25
1.00	3170174 FEN-19.5-PL	Switch-N-Go Fender 19.5 Tires w/ Mounting Brackets	496.25	496.25
1.00	3790034	Switch-N-Go Kit, wireless sng remote control, gen II, wireless controller, transmitter, and charge wire	625.00	625.00
1.00	3790055	Switch-N-Go Kit, wireless charger for remote with usb. magnetic		
1.00	6924811	Switch-N-Go 11' Dump Body * Floor: 10 gauge * 12" side height & 24" tailgate height * Sides 12 gauge sheet * Tailgate 2" x 2" x 3/16" tubing & 10 gauge	7,830.00	7,830.00
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Quantity	Item	Description	Unit Price	Amount
1.00	6020211 EB-11-BEAV	sheet * Bulkhead: Inside 39" for 48" high truck cabs * Crossmembers: 3" structural channel 16" on center * Top rail: 3" x 3" x 1/8" tubing * Volume: 3.1 cubic yards * Powdura OneCure Zinc Epoxy Primer & Super Durable TGIC topcoat * Estimated weight 1,956lbs Switch-N-Go EB-11-BEAV-RSP 11' Equipment Body/Flat Bed with Beaver Tail and Rear Stake Pockets at top of tail * Floor: 10' flat deck, 1' beaver tail, 1/8" diamond plate * Cross Members: 3" structural channel on 16" centers * Bulkhead: Switch-N-Go Logo bulkhead for 48" cabs * Outer rail: 3" x 3" x 1/8" tubing * Key holes in the floor at the four corners * External Stake Pockets on 24" centers * Powdura OneCure Zinc Epoxy Primer & Super Durable TGIC topcoat * Estimated weight 1,308lbs	6,045.00	6,045.00
1.00	6081010 STAKES-10	Switch-N-Go Stake sides for EB-10,	3,697.50	3,697.50
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Pontiac-01	10/1/23	Net 30 Days	10312

Quantity	Item	Description	Unit Price	Amount
1.00	6441151 MDRB-1151-SS	EB11-BEAV; 2 piece sides & 1 piece rear gate 42" tall Switch N Go 11' floor, 51" sides, medium duty drop box with bolted on chipper roof * Single side swing gate * Tailgate: 2" x 2" x 1/8" tubular frame, work formed 12 gauge sheet * Floor: 10 gauge * Side posts: 2-3 per side, 12 gauge sheet * Crossmembers: 3" structural channel on 16" centers * Top Rail: 3" x 3" x 1/8" tubing * Sides/Front/Tailgate: 12 gauge sheet * Roof 12 gauge sheet 24" high with top support, 2" x 2" x 1/8" & 8" angle edge, mesh vents on both sides * Volume: 19.7 cubic yards * Body exterior: Powdura OneCure Zinc Epoxy Primer & Super Durable TGIC Topcoat * Body interior: Super Durable TGIC Topcoat * Roof: Powdura OneCure Zinc Epoxy Primer & Super Durable TGIC Topcoat * Estimated weight 3009lbs	9,263.50	9,263.50
1.00	6401151 MDRB-1151-SS	Switch N Go 11' floor, 51" sides medium duty drop box	7,553.75	7,553.75

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>

25% Restock Fee on All Cancelled and Returned Orders





2168 East 88th Drive  
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



# QUOTATION

Quote Number: 230657I-SWL

Quote Date: Sep 1, 2023

Page: 7

Viking-Cives #062222-VCM

## Quoted To:

Pontiac, City of  
47450 Woodward Ave  
Pontiac, MI 48342  
United States

## TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requested.
- > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Pontiac-01	10/1/23	Net 30 Days	10312

Quantity	Item	Description	Unit Price	Amount
1.00	6861172 SB-1172-INT	<ul style="list-style-type: none"> <li>* Single side swing gate</li> <li>* Tailgate: 2" x 2" x 1/8" tubular frame, work formed 12 gauge sheet</li> <li>* Floor: 10 gauge</li> <li>* Side posts: 3 per side, 12 gauge</li> <li>* Crossmembers: 3" structural channel on 16" centers</li> <li>* Top Rail: 3" x 3" x 1/8" tubing</li> <li>* Sides/Front/Tailgate: 12 gauge sheet</li> <li>* Volume: 13.4 cubic yards</li> <li>* Exterior: Powdura OneCure Zinc Epoxy Primer &amp; Super Durable TGIC topcoat</li> <li>* Interior: Super Durable TGIC topcoat</li> <li>* Estimated weight: 2,291lbs</li> <li>Switch-N-Go 11' Floor 72" sides storage body internal posts</li> <li>* Interior post: 3" structural channel</li> <li>* Doors: Lockable Security-Style with 3" x 3" supports</li> <li>* Floor: 10 gauge sheet</li> <li>* Crossmembers: 3" structural channel on 16" centers</li> <li>* Top rail: 3" x 3" x 1/2" square steel tubing</li> <li>* Bulkhead: 12 gauge sheet</li> <li>* Peak Roof: 6" high 12 gauge sheets</li> <li>* Exterior: Powdura OneCure Zinc Epoxy</li> </ul>	13,268.75	13,268.75
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

25% Restock Fee on All Cancelled and Returned Orders



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Quote Number: 230657I-SWL

Quote Date: Sep 1, 2023

Page: 8

Viking-Cives #062222-VCM

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United States

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Customer ID	Good Thru	Payment Terms	Sales Rep
Pontiac-01	10/1/23	Net 30 Days	10312

Quantity	Item	Description	Unit Price	Amount
		Primer & Super Durable TGIC topcoat * Interior: Super Durable TGIC topcoat * Estimated weight 3,020lbs		
		MUD FLAPS:		
2.00	MFW2375-SS	Lindco Mud Flap Bolting Plate-Stainless Steel (Each)	23.50	47.00
1.00	322418R	DuraGuard 3/8" HD 24" x 18" Poly Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair) * Installed on fenders	18.78	18.78
		PTO:		
1.00	1173224 Rev.B	Force America PTO & pump Combo, AGP25 6.2L-7.3L Gas, upfitter switch harness for 2020-Up F350-F600, 12v elec/hyd shift pto 4x4 & 4x2	3,131.24	3,131.24
		ELECTRICAL:		
		BACK UP ALARM:		
1.00	510	Ecco back-up alarm, 97 dB, 12 VDC. BODY UP LIGHT & SWITCH:	23.14	23.14

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>

25% Restock Fee on All Cancelled and Returned Orders



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Quote Number: 230657I-SWL

Quote Date: Sep 1, 2023

Page: 9

Viking-Cives #062222-VCM

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47450 Woodward Ave  
Pontiac, MI 48342  
United States

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Customer ID	Good Thru	Payment Terms	Sales Rep
Pontiac-01	10/1/23	Net 30 Days	10312

Quantity	Item	Description	Unit Price	Amount
1.00	B95W	Buyers Dump Body Up Indicator	30.45	30.45
1.00	0800850	Imperial LED indicator light - red	4.50	4.50
		SUPER SPRINGS:		
1.00	SSA50	SuperSpring 3000# spring (1500# per side), HD mounting hardware included	629.99	629.99
		PLOW:		
1.00	WES 9' PRO-PLUS	Western 9' Pro-Plus Plow. * 76901 9' ProPlus Blade * 31270 UltraMount Mount (17+) * 75700-3 Big Box Pro Plus 75600 * 85973 2023 Ford Superduty, plug-in * 29070-1 Module 3 port, with DRL * 72525 NightHawk LED light kit * 35500 96500 control, hand held * 62220-1 9' rubber snow deflector 8" wide	8,119.13	8,119.13
		PAINT:		
1.00	PAINT-MISCEL	Paint Miscel	192.50	192.50
1.00	PAINT HOOKLIFT	Paint hooklift black	812.50	812.50
		MISCELLANEOUS, FREIGHT,		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

25% Restock Fee on All Cancelled and Returned Orders



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# QUOTATION

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Viking-Cives #062222-VCM

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Pontiac, City of  
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- > Quotes are only valid for 30 days from date of quote.
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Customer ID	Good Thru	Payment Terms	Sales Rep
Pontiac-01	10/1/23	Net 30 Days	10312

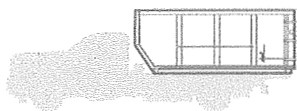
Quantity	Item	Description	Unit Price	Amount
		INSTALLATION:		
942.38	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.	1.00	942.38
964.14	SWF-E	SWF-E	1.00	964.14
3,241.00	FREIGHT	FREIGHT	1.00	3,241.00
72.00	INSTALLATION	Lindco-Cives Installation Labor Hours	135.00	9,720.00
			Subtotal	96,410.00
			Sales Tax	
			<b>TOTAL</b>	<b>96,410.00</b>

25% Restock Fee on All Cancelled and Returned Orders

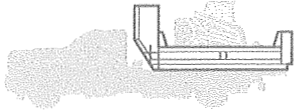
# F-550 Cab and Chassis



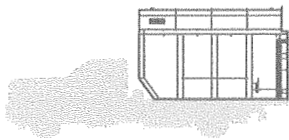
## Bodies



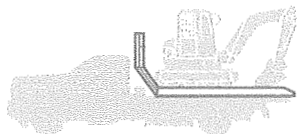
DROP BOX & DUMPSTER BODIES



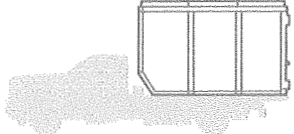
DUMP BODIES



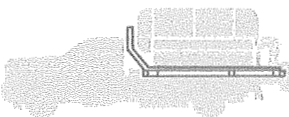
ARBOR BODIES



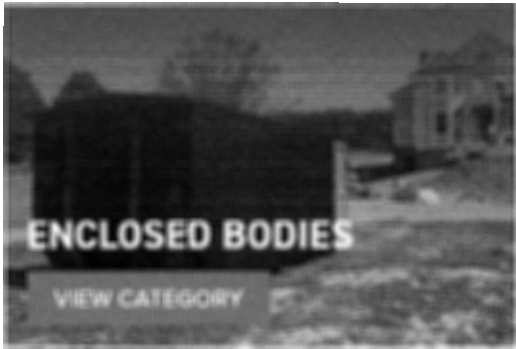
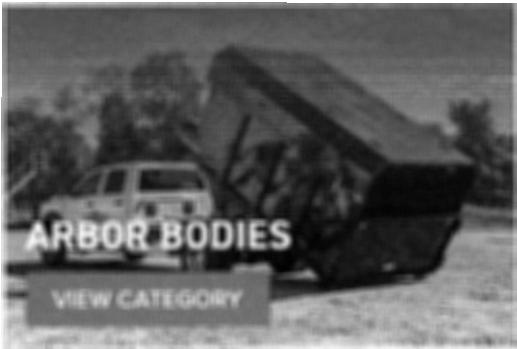
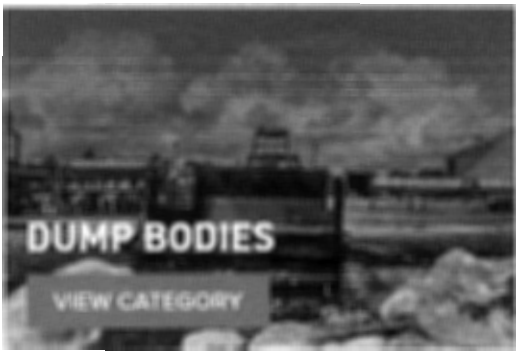
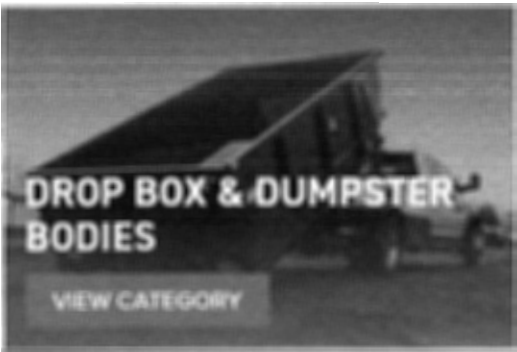
PLATFORM & EQUIPMENT BODIES



ENCLOSED BODIES



SUBFRAME BODIES



## 2024 Chevy 3500HD Double Cab



## Stahl Challenger ST High Roof Body



**#7**

**RESOLUTION**



COMMUNITY DEVELOPMENT DEPARTMENT

DATE: September 19, 2023  
TO: Honorable City Council  
FROM: Deborah Younger, Economic Development Manager  
SUBJECT: Resolution Requesting the Oakland County Brownfield Authority to Review the 204 West New York Avenue (Carlisle Townhomes), Parcel Number 14-08-353-011, Brownfield Plan

A Brownfield project known as 204 W. New York Avenue (Carlisle townhomes) is being proposed by the Community Housing Network. The proposed project will facilitate the redevelopment of a 3.8-acre commercially developed piece of land and the adjoining rights-of-way. The new development involves the demolition of the former Weaver school building at the site as it is not economically viable to be repurposed. The property will then be redeveloped into 19 single-family rental townhomes. The project will also create an estimated 500 square-foot community center providing enrichment classes and after-school and summer youth programming and a playground for residents.

Overall, this \$1.8 million project is set to serve a public purpose in Pontiac, expanding the tax base, investing significant capital into the community, and creating affordable housing. The Carlisle Townhomes will be targeted to individuals and families up to 60% of Area Median Income (AMI).

The Brownfield Redevelopment Authority will review the Brownfield plan and intends to collect an administrative fee of 5% of the local tax increment per year for the length of the Brownfield Plan. City Council will have the opportunity to provide public comment on any Brownfield Plan (including the amount of the administrative fee to be collected) before it is finally adopted by the Oakland County Board of Commissioners.





COMMUNITY DEVELOPMENT DEPARTMENT

**Resolution Requesting the Oakland County Brownfield Redevelopment Authority to Review the 204 W. New York Avenue (Carlisle Townhomes) Brownfield Plan**

**WHEREAS**, the Oakland County Redevelopment Authority was created by Oakland County pursuant to MCL 125.2651 et seq. to assist jurisdictions like the City of Pontiac; and

**WHEREAS**, A Brownfield project known as 204 W. New York Avenue (Carlisle Townhomes) in the City of Pontiac is proposed by the Community Housing Network, Inc. for review and approval by the Oakland County Brownfield Authority; and

**WHEREAS**, City of Pontiac desires to have the Oakland County Brownfield Redevelopment Authority process the 204 W. New York Avenue (Carlisle Townhomes) Brownfield Plan; and

**WHEREAS**, the Oakland County Brownfield Redevelopment Authority is prepared to assist the City of Pontiac by reviewing the proposed 204 W. New York Avenue (Carlisle Townhomes) Brownfield Plan, provided that the City of Pontiac acknowledges certain rights that the Oakland County Brownfield Redevelopment Authority has, to wit:

- OCBRA intends to collect an administrative fee of 5% of the local tax increment per year for the length of the Brownfield Plan; and

**WHEREAS**, THE City of Pontiac will have the opportunity to provide public comment on any Brownfield Plan (including the amount of the administrative fee to be collected) before it is finally adopted by the Oakland Board of Commissioners; and

**NOW THEREFORE BE IT RESOLVED**, the City of Pontiac requests that the Oakland County Brownfield Authority undertake review of the 204 W. New York Avenue (Carlisle Townhomes) Redevelopment Plan.

**#8**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

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

**FROM:** Mayor Tim Greimel

**DATE:** September 22, 2023

**RE:** **Appointment of Local Officers Compensation Commission**

---

Honorable City Council:

In accordance with the Home Rule City Act (act 279 of 1909) the administration is putting forth seven (7) names for a local officers compensation commission.

According to the act, the commission meets in odd years only. Additionally, the appointments are to be made before October 1 in the year of the appointment. The appointments will be for 1, 2, 3, 4, 5, 6, 7 years. The staggered appointments are because the City did not keep up with filling the expired positions in the past.

As such, the following resolution is recommended for your approval.



**CITY OF PONTIAC CITY COUNCIL**

**RESOLUTION TO APPOINTMENT MEMBERS OF A LOCAL OFFICERS COMPENSATION COMMISSION**

**WHEREAS**, in accordance with act 279 of 1909 the City should appoint 7 members to a local compensation commission; and

**WHEREAS**, those members should be appointed before October 1; and

**WHEREAS**, the commission can only meet in odd numbered years; and

**WHEREAS**, the city is undergoing a complete review of compensation;

**NOW THEREFORE, BE IT RESOLVED**, in accordance with the act 279 of 1909, the following individuals are appointed to the local officers compensation commission.

Michael Klockow – 1 Year Term  
Val Gross – 2 Year Term  
Lee Jones – 3 Year Term  
Roger Jackson – 4 Year Term  
Gloria Harsten-Spann – 5 Year Term  
Caroll Turpin – 6 Year Term  
Susan Loveland – 7 Year Term

**THE HOME RULE CITY ACT (EXCERPT)**  
**Act 279 of 1909**

**117.5c Local officers compensation commission; creation; purpose; appointment, qualifications, and terms of members; vacancies; determination of salaries; expenses; meetings; quorum; concurrence of majority required; election of chairperson; compensation of members; conducting business at public meeting; notice of meeting; availability of certain writings to public; resolution; changing procedure; petition for referendum.**

Sec. 5c. In place of a charter provision existing on December 31, 1972 establishing the salaries or the procedure for determining salaries of elected officials, the governing body may establish, by ordinance, the procedure described in this section, in which case the restriction contained in a charter provision with respect to changing salaries during term shall be inapplicable. The ordinance shall provide the following:

(a) A local officers compensation commission is created which shall determine the salaries of each local elected official. The commission shall consist of 5 members in a city of 20,000 population or less and 7 members in a city of over 20,000 population. The members shall be registered electors of the city, appointed by the mayor subject to confirmation by a majority of the members elected and serving in the legislative body. In the case of a 5-member commission, the terms of office shall be 5 years, except that of the members first appointed, 1 each shall be appointed for terms of 1, 2, 3, 4, and 5 years. In the case of a 7-member commission, the terms of office shall be 7 years, except that of the members first appointed, 1 each shall be appointed for terms of 1, 2, 3, 4, 5, 6, and 7 years. The first members shall be appointed within 30 days after the effective date of the ordinance. Members other than the first members shall be appointed before October 1 of the year of appointment. Vacancies shall be filled for the remainder of the unexpired term. A member or employee of the legislative, judicial, or executive branch of government or a member of the immediate family of a member or employee of the legislative, judicial, or executive branch of government shall not be a member of the commission.

(b) The commission shall determine the salary of each local elected official. The determination shall be the salary unless the legislative body, by resolution adopted by 2/3 of the members elected to and serving on the legislative body, rejects it. The determination of the commission shall be effective 30 days following its filing with the city clerk unless rejected by the legislative body. If the determination is rejected, the existing salary shall prevail. The expense allowance or reimbursement paid to elected officials in addition to salary shall be for expenses incurred in the course of city business and accounted for to the city.

(c) The commission shall meet for not more than 15 session days in each odd numbered year and shall make its determination within 45 calendar days after its first meeting. A majority of the members of the commission constitutes a quorum for conducting the business of the commission. The commission shall not take action or make a determination without a concurrence of a majority of the members appointed and serving on the commission. The commission shall elect a chairperson from among its members. As used in this section, "session day" means a calendar day on which the commission meets and a quorum is present. The members of the commission shall not receive compensation, but shall be entitled to actual and necessary expenses incurred in the performance of official duties.

(d) The business which the commission may perform shall be conducted at a public meeting of the commission held in compliance with Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the meeting of the commission shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

(e) A writing prepared, owned, used, in the possession of, or retained by the commission in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws.

(f) The governing body shall implement this section by resolution. After 1 year following the date the ordinance goes into effect the procedure for establishing the compensation of elected officials may be changed by charter amendment or revision.

(g) Not more than 60 days after the effective date of the ordinance, a petition for a referendum on the ordinance may be filed pursuant to the procedure provided in the charter or otherwise by filing a petition with the city clerk containing the signatures of at least 5% of the registered electors of the city on the effective date of the ordinance. The election shall be conducted in the same manner as an election on a charter amendment. If a petition for referendum is filed, a determination of the commission shall not be effective until the ordinance has been approved by the electors.

**History:** Add. 1972, Act 8, Imd. Eff. Feb. 17, 1972;—Am. 1977, Act 204, Imd. Eff. Nov. 17, 1977;—Am. 1978, Act 106, Imd. Eff.

Apr. 6, 1978.

**#9**

**RESOLUTION**



## **Resolution of the Pontiac City Council To Authorize Mayor to Execute Conditional Rezoning Agreement regarding 454 Auburn Avenue**

### **Resolution to Authorize Mayor to Execute Conditional Rezoning Agreement regarding 454 Auburn Avenue.**

At a meeting of the City Council ("Board") of the City of Pontiac, County of Oakland, State of Michigan (the "City") at a meeting held on \_\_\_\_\_, at 47450 Woodward Ave, Pontiac, MI 48342 at 6:00 p.m., there were:

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_

The following preambles and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance Map to conditionally rezone 454 Auburn Avenue; specifically to amend the Zoning Ordinance Map which list 454 Auburn Avenue from the classification(s) Local Business (C-1), Corridor Commercial (C-3), and Multiple-Family Dwelling (R-3) to Multiple-Family Dwelling Elevator Apartment (R-4) with the Conditional Rezoning Agreement.

**WHEREAS**, the City of Pontiac City Council finds it is in the best interest for the health, safety, and welfare, to reject the Planning Commission's Recommendation and approve the amendments to the Zoning Ordinance Map as presented.

**NOW THEREFORE, BE IT RESOLVED** by the Pontiac City Council that it hereby authorizes the Mayor to Execute the Conditional Rezoning Agreement regarding 454 Auburn Avenue.

A roll call vote on the foregoing resolution was taken, the result of which is as follows:

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

---

CITY OF PONTIAC

47450 Woodward Avenue, Pontiac, MI 48342 | 248-758-2800 | [planning@pontiac.mi.us](mailto:planning@pontiac.mi.us)

Mayor Tim Greimel



CERTIFICATION

I, the undersigned, the duly qualified and acting Clerk of the City of Pontiac, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on \_\_\_\_\_, the original of which is on file in my office, and that such meeting was conducted and public notice thereof was given pursuant to and in compliance with Act No. 267, Michigan Public Acts of 1976, as amended, and that minutes of such meeting were kept and are available as required by such Act.

Dated: September, \_\_\_\_, 2023

By: \_\_\_\_\_  
Its: City Clerk

**CITY OF PONTIAC  
CONDITIONAL REZONING AGREEMENT**

This Conditional Rezoning Agreement (the “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE CITY OF PONTIAC, with its offices located at 47450 Woodward Ave., Pontiac, MI 48342 (the “**City**”), and Lighthouse MI (“**Lighthouse**”) with its principal office located at 46156 Woodward Ave., Pontiac, MI 48342.

**THE PARTIES RECITE THAT:**

**WHEREAS**, Lighthouse owns a certain parcel of real property located within the City of Pontiac, which is commonly described as follows:

454 Auburn Rd., Pontiac, MI 48342

**WHEREAS**, Lighthouse seeks re-zoning of the referenced parcel, as shown on **Exhibit A**. The parcels where rezoning is sought shall be referred to herein as the “Property.” The Property is currently zoned as follows and the legal descriptions for the Property are on **Exhibit A** attached hereto:

Parcel Number(s)	Previous Zoning District	Rezoned to the following Zoning District:
14-33-205-034	Local Business (C-1); Corridor Commercial (C-3); Multiple Family Dwelling (R-3)	Multiple-Family Dwelling Elevator Apartment (R-4)

**WHEREAS**, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL §125.3405 *et seq*), certain conditions voluntarily

offered by the owner of land, including an agreement between the City and the Lighthouse, may become a condition of rezoning of the Property; and

**WHEREAS**, the Lighthouse submitted the Application for Zoning Map Amendment, which was supplemented by the Offer of Conditions on August 29, 2023, attached as **Exhibit B** (collectively “**Application**”), voluntarily offering, in writing, certain conditions to rezone the Property as set forth in the table above, subject to the conditions of this Agreement; and

**WHEREAS**, the City Planning Commission on [REDACTED], held a Public Hearing on the request for Conditional Rezoning and proposed amendment to the City’s Zoning Map Ordinance; and

**WHEREAS**, the City Council on [REDACTED], voted to approve the request for Conditional Rezoning and adopted Ordinance No. [add Ordinance number] to amend the City’s Zoning Map Ordinance based upon the conditions set forth in this Agreement and the attached Exhibits;

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

**1. CONDITIONAL REZONING, PROJECT DEVELOPMENT, AND CONDITIONS AND EXCEPTIONS TO USE OF PROPERTY**

A. **Conditional Rezoning.** Consistent with MCL §125.3405, the Property has been conditionally rezoned from the classification(s) Local Business (C-1), Corridor Commercial (C-3), and Multiple-Family Dwelling (R-3) to Multiple-Family Dwelling Elevator Apartment (R-4) as set forth above, with conditions as approved by the City Council based upon the Lighthouse’s Offer of Conditions, subject to and in accordance with this Agreement, unless this Agreement is amended by mutual agreement of the City and Lighthouse, following public hearing, or unless the Lighthouse determines to use the Property in accordance with the zoning applicable to the Property under and in accordance with the termination provisions set forth herein. Lighthouse and future owners of the Property shall not develop and use the Property in a manner inconsistent with this Agreement.

B. **Project Definition.** The Project shall be based on the Lighthouse’s Site Plan Approval Application Submittal Package that is to be submitted subsequent to the approval and execution of this Agreement and is a condition of this Agreement as more fully set forth below. Except as modified herein or pursuant to any variances or deviations approved by the City, the Property shall remain subject to all other zoning and use district regulations of the City Zoning Ordinance, for property zoned Multiple-Family Dwelling Elevator Apartment (R-4), as applicable in accordance with the zoning of each respective

parcel as set forth above, and as limited by Lighthouse's Offer of Conditions, and shall remain subject to all other requirements of the City's building, zoning, and other land use regulations.

C. **Offered Conditions.** The Lighthouse has voluntarily offered the following condition in consideration for the City's granting of the rezoning:

- i. The 60 feet of frontage along the Right of Way shall include a 10- to 12-foot-deep patio in front of the Community Room/Leasing Office Area. This patio shall include six (6) benches along with a paved patio area of approximately 430 square feet. The patio area shall include six (6) shade trees over the seating area.
- ii. A row of Arbor Vitae shrubs shall be planted along the entire length of the east and west bufferyards (planted 4 feet on center) to help screen the adjacent commercial-zoned properties.
- iii. In order to help buffer the Auburn Road Right of Way and the adjacent multi-family properties to the south, an additional 10% over and above the required amount of landscaping shall be added to the front and rear yards.

D. **Acknowledgement.** Lighthouse Michigan hereby acknowledges that the rezoning with conditions was proposed by the Lighthouse to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in the conditional rezoning agreement; and, Lighthouse further agrees and acknowledges that the conditions and conditional rezoning agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered into on a voluntary basis, and represents a permissible exercise of authority by the City. Lighthouse further represents and warrants that it agrees to all of the following:

- i. That the property in question shall not be developed or used in a manner inconsistent with this conditional rezoning agreement.
- ii. That each of the requirements and conditions set forth in this Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved rezoning with conditions, taking into consideration the changed zoning district classification and the specific use authorization granted.
- iii. Nothing in this Agreement shall be construed as replacing the requirement for Lighthouse to obtain preliminary and final Site Plan, subdivision, condominium, or

special land use review and approval, as applicable.

2. **PERIOD OF APPROVAL.** Unless extended by the City Council for good cause, the rezoning with conditions shall expire following a period of two (2) years from the effective date of the rezoning unless bona fide development of the property pursuant to approved building and other permits required by the City commences within the two (2) year period and proceeds diligently and in good faith as required by ordinance to completion.

A. **Expiration.** In the event bona fide development has not commenced within two (2) years from the effective date of the rezoning, the rezoning with conditions and the conditional rezoning agreement shall be void and of no effect. Lighthouse may apply for a one (1) year extension one (1) time. The request must be submitted to the City Clerk before the two (2) year time limit expires. Lighthouse must show good cause as to why the extension should be granted.

B. **Effect of Expiration.** If the rezoning with conditions becomes void in the manner provided in this section, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established. Either or both of the following actions may be taken:

- i. Lighthouse may seek a new rezoning of the property and the City may approve same; and/or
- ii. Pursuant to MCL 125.3405, the land shall revert to its former zoning classification following the process for approval of a rezoning with conditions.

C. **Extension.** If an extension of approval is granted by the City Council, a new conditional rezoning agreement with the new expiration date shall be recorded.

3. **RECORDATION.** This Rezoning shall become effective following publication in the manner provided by law and recording of the conditional rezoning agreement with the County Register of Deeds.

4. **DEFAULT.** If development and/or actions are undertaken on or with respect to the property in violation of the conditional rezoning agreement, such development and/or actions shall constitute a nuisance per se. In such case, the City may issue a stop work order relative to the property and seek any other lawful remedies. Until curative action is taken to bring the property into compliance with the conditional rezoning agreement, the City may withhold, or, following notice and an opportunity to be heard, revoke permits and certificates in addition to or in lieu of such other lawful action to achieve compliance. In the event that the Lighthouse defaults on the condition(s) of this Agreement, then, the City may, at its option and within its sole discretion, terminate this Agreement. In the event that this Agreement is

terminated by then, by written notice given by the City to the Lighthouse within three (3) months following such failure by the Lighthouse, the City may, at its option and within its sole discretion, declare the Property to revert back to its previous Zoning District(s) and terminate the approval of any Site Plan for the Project.

5. **ENTIRE AGREEMENT.** This Agreement, the exhibits attached hereto, if any, and the instruments which are to be executed in accordance with the requirements hereof set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between the City and the Lighthouse concerning the Project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than as set forth herein.

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

7. **MODIFICATION.** This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by the City and the Lighthouse.

8. **MICHIGAN LAW TO CONTROL.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.

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

10. **SUCCESSORS AND ASSIGNS.** The approval of the terms, provisions, and conditions of this Agreement are for the benefit of the Property and shall run with the Property and shall bind and inure to the benefit of the parties to this Agreement and their respective successors, assigns, and transferees.

11. **NO PERSONAL LIABILITY.** The obligations hereunder of the City and the Lighthouse shall constitute solely the obligations of the respective entities to be satisfied solely

from their respective assets, and no officer, Board member, agent, employee or partner of any of said entities shall have any personal obligation, responsibility or liability for the performance of the terms of this Agreement.

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

**[SIGNATURES COMMENCE ON NEXT PAGE]**

**WITNESSED:**

\_\_\_\_\_

\_\_\_\_\_

**WITNESSED:**

\_\_\_\_\_

Approved as to Form:

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

Its: \_\_\_\_\_

**SIGNED:**

CITY OF PONTIAC

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

**SIGNED:**

LIGHTHOUSE MI

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

Its: \_\_\_\_\_



## **EXHIBIT A**

### **(Legal Description)**

The land referred to herein below is situated in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:

Part of Lot 1, also all of Lot 2, also part of Lot 3, of ASSESSORS PLAT NO. 52, according to the plat thereof recorded in Liber 1B of Plats, page 52 of Oakland County Records, all being described as beginning at the Northeast corner of said Lot 3, thence South 02 degrees 00 minutes 30 seconds East 221.46 feet; thence South 88 degrees 00 minutes 40 seconds West 265.12 feet; thence North 01 degree 59 minutes 20 seconds West 220 feet; thence North 87 degrees 41 minutes 50 seconds East 265 feet to the point of beginning.

**#10**

**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  
Mark Yandrick, Planning Manager

**DATE:** September 20, 2023, for September 26, 2023, Session

**RE:** The Purchasing Manager and Planning Manager requests that the Pontiac City Council approves for the Mayor or Deputy Mayor to Amend the existing AmeriScan contract fully executed on December 12, 2022, to allow for an increase to the not-to-exceed amount, and to increase the time allowed for AmeriScan to complete the City Building Documents Project.

The initial estimates, in terms of document volume indicated by the City of Pontiac and included in AmeriScan's proposal (dated September 28, 2022, p. 12 of 30) to complete the City Building Documents Project will change as follows:

- Large Format Scanning: documents increasing from 110,000 to 135,000
  - 25,000 documents \* \$0.75 cost per document = \$18,750
  - Increasing total price from \$82,500 to \$101,250
- Mixed Size Scanning: documents increasing from 2 million to 3 million
  - 1 million documents \* \$0.042 cost per document = \$42,000
  - Increasing total price from \$84,000 to \$126,000

AmeriScan is requesting that the City increases its not-to-exceed amount by \$60,750 (\$18,750 + \$42,000). AmeriScan anticipates completing the project no later than December 31, 2023.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases; and

WHEREAS, the Purchasing Manager is requesting approval for the Mayor or Deputy Mayor to Amend the AmeriScan Agreement to include an increase in spend not-to-exceed \$60,750 and for the project completion date to extend to December 31, 2023;

NOW, THEREFORE  
BE IT RESOLVED, The Pontiac City Council approves the Mayor or Mayor Designee to amend the AmeriScan contract to allow for successful completion of the City's Building Documents Scanning Project.

AM



**PURCHASING DEPARTMENT**

47450 Woodward Ave., Pontiac, MI 48342 • P: (248) 758-3120 • E: purchasing@pontiac.mi.us

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**CORRECTION**

December 12, 2022

Kevin Serbenski  
AmeriScan Imaging Services, Inc.  
50690 Rizzo Drive  
Shelby Twp., MI 48315

Dear Kevin Serbenski:

**Re: Bid Award for City Building Documents Scanning Project**

The City of Pontiac has considered American Imaging Services, Inc.'s proposal submitted on October 3, 2022, in response to the City Building Documents Scanning Project Request for Proposal.

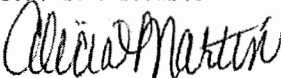
**YOU ARE HEREBY NOTIFIED** that the City of Pontiac has accepted your firm's proposal in the amount of **One hundred eighty thousand three hundred and 00/100 Dollars (\$180,300).**

**YOU ARE REQUIRED**, by the Instructions to Bidders, to execute a contract and furnish surety for the faithful performance of such contract, for the payment of all materials used therein, and for all labor expended thereon. I request that you provide a Performance Bond and insurance within ten (10) calendar days of receiving this notice. Please include the City of Pontiac as additional insured in accordance with section 2.10 of the Instructions to Bidders.

**IF YOU FAIL** to execute said agreement and to furnish said bond and insurance within ten (10) calendar days from the date of his notice, the City of Pontiac will be entitled to consider all your rights arising out of the City's acceptance of your bid as abandoned and as a forfeiture of your Performance Bond. The City will be entitled to other rights granted by law.

**YOU ARE REQUIRED** to attend the contract signing meeting that I will schedule via email. The signing will occur in the Lions Den located at Pontiac City Hall, 47450 Woodward Ave, Pontiac, MI 48342.

CITY OF PONTIAC

  
Alicia Martin  
Purchasing Manager  
Finance Department  
Purchasing Division

ACCEPTANCE OF NOTICE

By Kevin Serbenski  
Title President  
Date 12-12-2022

# Corrected Award Notice 12.12.22

Final Audit Report

2022-12-13

Created:	2022-12-12
By:	Alicia Martin (amartin@pontiac.mi.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJKTx8M3oHGRfSwpYGgG8ayeo1XCu7JAe

## "Corrected Award Notice 12.12.22" History



Document created by Alicia Martin (amartin@pontiac.mi.us)

2022-12-12 - 11:01:28 PM GMT



Document emailed to Kevin Serbenski (kserbenski@ameriscanimaging.com) for signature

2022-12-12 - 11:02:32 PM GMT



Email viewed by Kevin Serbenski (kserbenski@ameriscanimaging.com)

2022-12-13 - 1:10:03 AM GMT



Document e-signed by Kevin Serbenski (kserbenski@ameriscanimaging.com)

Signature Date: 2022-12-13 - 1:10:51 AM GMT - Time Source: server



Agreement completed.

2022-12-13 - 1:10:51 AM GMT



Adobe Acrobat Sign



CONTRACT DOCUMENT  
FOR

CITY OF PONTIAC  
CITY BUILDING DOCUMENTS SCANNING

**CITY OF PONTIAC – DEPARTMENT OF FINANCE**

**PURCHASING DIVISION**

**Contract Expiration Date: June 30, 2023**

**Contract - NOT TO EXCEED AMOUNT \$180,300.00**

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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 AMERISCAN IMAGING SERVICES, INC a Michigan Corporation, whose address is 50690 Rizzo Drive, Shelby Township, MI 48315 ("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

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: AmeriScan Service Specifications**
  - 1.4.3 **Exhibit C: Addendums 3 and 5**
- 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.
- 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 CITY BUILDING DOCUMENTS SCANNING Services to the City of Pontiac. The Contractor shall perform all work identified in **Exhibits A and B**.
- 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: [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.

**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.

## 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 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 adheres 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 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:

- 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.

6.2.1 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 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.
- 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 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.
- 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: Mark Yandrick  
City of Pontiac

47450 Woodward Ave.  
Pontiac, MI 48342  
Office - (248) 758-2816 

Email - [MYandrick@pontiac.mi.us](mailto:MYandrick@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 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.

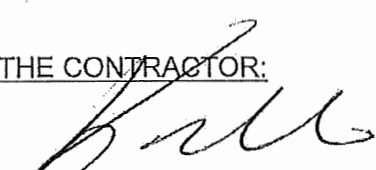
- This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the City, without an obligation to maintain its confidentiality; 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.

**7.35. 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.

**7.38. 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.

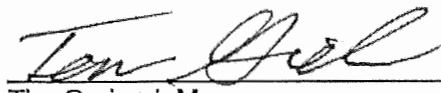
The undersigned executes this Contract on behalf of Contractor and the City, and by doing so legally obligates and binds Contractor and the City to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY:   
Kevin Serbenski, President

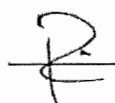
DATE: 12-13-2022

FOR THE CITY OF PONTIAC:

BY:   
Tim Greimel, Mayor.

DATE: 12-14-2022

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:

BY: 

DATE: 12-14-2022

**Exhibit A**  
**Request for Proposal**



## Financial Services – Purchasing Division

### NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

#### **City Building Documents Scanning Project**

If your firm plans to bid on this project, please send an e-mail response to [purchasing@pontiac.mi.us](mailto:purchasing@pontiac.mi.us) with the following information:

Firm Name: AmeriScan Imaging Services, Inc.

Project Name: City Building Documents Scanning Project

Firm's Contact Person: Kevin Serbenski

Telephone Number: 586-532-0022

Fax Number: \_\_\_\_\_

E-Mail Address: kserbenski@ameriscanimaging.com

Postal Address: 50690 Rizzo Drive, Shelby Twp., MI 48315

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.



## Financial Services – Purchasing Division

### NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, October 3, 2022 at 2:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

#### **City Building Documents Scanning Project**

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK. The address is 47450 Woodward Avenue, Pontiac, MI 48342. All sealed bids must be received in the City Clerk's office by 2:00 p.m., Monday, October 3, 2022. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

#### **City Building Documents Scanning Project**

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

Purchasing: <http://www.pontiac.mi.us/departments/finance/purchasing.php>

Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFP, please contact the Purchasing Agent at (248) 758-3120.

City of Pontiac  
47450 Woodward Ave  
Pontiac, MI 48342



## **1. INSTRUCTIONS TO BIDDERS**

### **1.1 Bids to be Received**

Sealed bids for the **City Building Documents Scanning Project** will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 p.m. Monday, October 3, 2022, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "**City Building Documents Scanning Project**", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI. 48342.

Bids will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

### **1.2 Examination of Bid Documents**

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

### **1.3 Withdrawal of Bids**

Any bidder may withdraw his proposal, in writing, at any time prior to the scheduled closing time for receipt of proposals. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be a reason why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the bidder.

### **1.4 Bid Form**

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Alternate written proposals will not be accepted.

### **1.5 Basis of Award**

The intention of the City is to award the contract for this job to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful bidder will show proof of at least two (2) years' experience.

Award will be made to a responsive and responsible bidder whose bid is the lowest qualified bid and determined to be in the best interest of the City and in conformance with the conditions of this invitation to bid and the Purchasing Ordinance of the City.

A maximum of one award of contract will be made on a lowest qualified bid. Bidders shall quote on all requirements of the bid document, leave no blanks, and state "No Charge" where applicable. Any Blank spaces are considered to be no offer. The City of Pontiac reserves the right to delete any item(s) from the award and reject any and all bids.

### **1.6 Bid Bond**

No bid bond required.

### **1.7 Pre-Bid Meeting**

A Pre-Bid meeting will be held in the City Hall Lion's Den conference room, 47450 Woodward Ave., Pontiac MI, 48342, on Monday, September 12, 2022, at 10:00 a.m. The pre-bid meeting will include a site visit of the storage area where the documents are stored on the ground floor. Consideration will be given to those vendors who attend the pre-bid meeting.

## **2. TERMS AND CONDITIONS**

### **2.1 Laws and Municipal Ordinances, Permits**

The Bidder shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The Bidder shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

## **Non-Discrimination**

The Bidder agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

## **2.2 Indemnification**

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any

additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

### **2.3 Jurisdictional Authority**

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Bidder consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

### **2.4 Severability**

The successful Bidder will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

### **2.5 Income Taxes**

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac Income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor 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)

### **2.6 Compensation and Payment**

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

**Original invoice must** be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

## **2.7    General Conditions**

It is the responsibility of the Bidder to review General Conditions as specified.

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection. All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

## **2.8    Quotations/Proposals**

Bidders **MUST** submit **an original and one copy**, of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

## **2.9    Minor Deviations**

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

## **2.10   Bonds and Insurance**

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator Does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

**Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**Commercial General Liability Insurance:** The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. Coverage shall include the following extensions:

- a. Contractual Liability;
- b. Products and Completed Operations;
- c. Independent Contractors Coverage;
- d. Broad Form General Liability Extensions or equivalent, if not already included.

**Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

**Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

**Proof of Insurance Coverage:** The Contractor shall provide the City of Pontiac, at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

**2.11 Performance Bond**

A twenty-five hundred dollar (\$2,500.00) performance bond will be required upon execution of an agreement.

**2.12 Payment Bond**

No payment bond shall be required unless the City agrees to subcontract.

**2.13 Maintenance and Guarantee Bond**

No maintenance and guarantee bond shall be required.

**2.14 Subcontracting**

The City of Pontiac will not allow subcontracting for this agreement. All persons working on this project shall be employees of the Bidder as defined by law.

**3. DESCRIPTION OF SERVICES**

**3.1. GENERAL**

The City of Pontiac is seeking a qualified bidder who will scan all historic Building and Safety documents and convert them to digital format so they can be indexed and stored on a document server for easy retrieval. Documents scanned offsite will need to be accessible for easy on-demand retrieval.

The City of Pontiac currently stores physical blueprints and other historic building and safety documents in rooms in the ground floor in city hall. Blueprints are stored in tubes or rolled up and stored on indexed shelves. Street Address documents are stored in folders in shelving units.

When completed, this project will reduce the burden of staff trying to retrieve documents and eliminate the risk of permanent loss of historic documents due to fire or water damage. This project will also free up areas for office space.

Contractor shall comply with all applicable O.S.H.A and M.I.O.S.H.A laws and regulations. The Contractor shall furnish the necessary personnel for the services to be provided hereunder, such personnel to be employees of Contractor. Contractor shall provide the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

**4. NON-ASSIGNMENT OR TRANSFER**

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

**5. CITY RULES**

Employees of Contractor shall comply with all instructions, and building regulations issued by representative of the City of Pontiac.

**6. TERM OF CONTRACT**

The term of the Contract is vendor/contractor to deliver all items and invoice for items by May 30, 2023. At the end of the term of the agreement, the City shall not extend the Contract. City has right to break agreement with 30 days' notice.

**7. PROGRESS PAYMENTS/RETAINAGE**

This contract is not subject to progress payments or retainage.

**THIS ENDS THE ABOVE SECTION**

**FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT**



## FORM OF PROPOSAL

To: City of Pontiac, Michigan

September 28, 2022

To All Here Present:

Having carefully examined the specifications of the proposed project, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

**NOTE:** This proposal is solicited on a unit price and lump sum basis for equipment.

**THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.**

**BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM: (if issued)**

**Addendum #          Dated** \_\_\_\_\_

**Addendum #          Dated** \_\_\_\_\_

Addendum #1.JPG - Dated: 09/12/2022 03:56 PM EDT  
Addendum #2.JPG - Dated: 09/13/2022 04:54 PM EDT  
Addendum #3.JPG - Dated: 09/13/2022 05:01 PM EDT  
Addendum #4.JPG - Dated: 09/20/2022 05:14 PM EDT  
Addendum #5.JPG - Dated: 09/21/2022 04:57 PM EDT

### City of Pontiac – Details of Documents Needing Scanning

ITEM	MANU PART NUMBER	QTY	DESCRIPTION	Cost Each	Total Price
1	<u>Blueprints</u>	110,000	Large Format Scanning	\$0.75	\$82,500.00
2	<u>Street Address Scans</u>	2,000,000	Mixed size scanning	\$0.042	\$84,000.00
3	<u>Document Preparation</u>	Estimated Hours/Rate	Cost to remove staples, paper clips, sticky notes and repairing of damaged documents to make them scanner ready	Included	Included
4	<u>Indexing</u>	Estimated Hours/Rate	Cost to index scanned items by address and parcel ID for use in a document management system.	Included	Included
5	<u>Transportation</u>	Time and Materials	Cost of packaging, transporting and storage of documents in preparation of scanning	\$7,500.00	\$7,500.00
6	<u>Document Retrieval</u>	Cost	Cost of on-demand retrieval of documents for each request	Included	Included
7	<u>Total Project Cost</u>				\$174,000.00

**CITY OF PONTIAC - BID PROPOSAL**

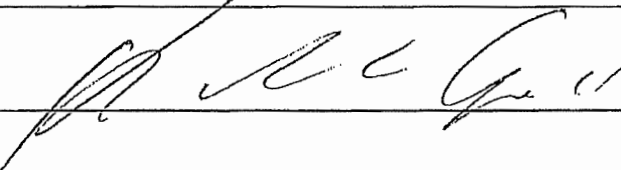
I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

Company Name: AmeriScan Imaging Services, Inc.

Address: 50690 Rizzo Drive, Shelby Township, MI 48315

Representative Signature: 

Print Name: Kevin Serbenski

Title: President

Office # (586) 532-0022 Cell # (586) 556-0099

FAX#

Federal Tax Identification Number: 20-8119226

**The City of Pontiac is a tax-exempt Michigan municipal corporation and is exempt from sales tax. Exemption certificate can be provided upon request.**

**Related Project Experience:**

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last two (2) years:

1) Project Title: Assessing, Building and Planning Scanning Project

Project Location: Romeo MI

Client's name: Bruce Township

Contact name, title, and telephone number: \_\_\_\_\_

Dana Buchanan , Planning & Zoning Coordinator, (586) 752-4585 Ext 130

2) Project Title: Building Scanning Project

Project Location: Fraser MI

Client's name: City of Fraser

Contact name, title, and telephone number: \_\_\_\_\_

Bruce Eck, Building Official, (586) 293-3100

3) Project Title: Building, Planning and Development Services Scanning Project

Project Location: West Bloomfield MI

Client's name: West Bloomfield Township

Contact name, title, and telephone number: \_\_\_\_\_

Kathy Sederlund, Office Manager, Planning & Development Services, (248) 451-4819

If you require more room, please submit information on another sheet.

## CONTRACT FOR [TYPE OF SERVICE]

1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and [NAME OF CONTRACTOR] hereinafter called the "Contractor".

2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).

3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).

5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

[INSERT PAYMENT TERMS PER CONTRACT]

6) Period of Performance. This contract will become effective for the period beginning [TIME PERIOD], with [ANY RENEWAL OPTIONS] upon the approval and signature of the parties hereto.

7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
- b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
- c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

**EXHIBIT "A"**

**SCOPE OF SERVICES**

The Contractor shall provide [TYPE OF SERVICE].

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work,

[INSERT SPECIFICS OF RFP HERE]

Please see page 18-22 form Project Scope.



September 28, 2022

Alicia Martin - Purchasing Division  
**City of Pontiac**  
47450 Woodward Avenue  
Pontiac, MI 48342

Dear Alicia,

AmeriScan Imaging Services, Inc. (AmeriScan) is pleased to submit a proposal for your document scanning needs. This document outlines the scanning requirements and clearly demonstrates that AmeriScan's team has the necessary experience and the business know-how to undertake such a project.

AmeriScan Imaging Services uses industry-leading document imaging technologies to provide superior scanning services to our clients. By combining the latest technologies with years of experience in the document imaging market, we provide our clients with accurate, high-quality digital files while maintaining the highest level of customer support in the industry.

In order to service our clients effectively, we have invested in the latest high speed document scanning equipment and software. In addition, we have developed processes and procedures that maximize the efficiency with which assignments are completed. Further, AmeriScan prides itself on being flexible, delivering images and index data in formats that fit your needs.

Again, we thank you for the opportunity to submit a proposal and we look forward to developing a strong partnership and a mutually rewarding business relationship for the years to come.

Sincerely,

*Kevin S Serbenski*

Kevin S. Serbenski  
*Sr. Project Manager*  
AmeriScan Imaging Services

50690 Rizzo Drive  
Shelby Township, MI 48315

P: 586.532.0022  
F: 586.532.9955  
Toll Free: 877.727.0022



## EXHIBIT "B"

### ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential Information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.

- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
- a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
  - b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
  - c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  - d) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. Coverage maintained by contractor shall be primary over any other insurance carried by the City of Pontiac
  - e) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
  - f) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.

- g) Expiration of Policies: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.
  - h) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services. In addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
  - i) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
  - j) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making

false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.
- 10) Default. If the Contractor:
- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
  - b) Causes stoppage or delay of, or interference with, the project;
  - c) Fails to promptly pay its employees for work on the project;
  - d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
  - e) 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;
  - f) Makes unauthorized changes in supervisory personnel;

- g) Falls in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) 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;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

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:

- a) 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.
- b) 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;
  - i) 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
  - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

- 11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.

15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.

19) 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. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) 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.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after



final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.

25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City..

26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

27) 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 the City for any loss or damage, normal wear and tear excepted.

28) Termination for convenience clause.

- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest

under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably

obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
  - f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 31) **Third party action notification.** The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) **Unsatisfactory work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) **Waiver.** No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall

constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- a) 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)

- b) 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 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.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

35) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

[CONTRACTOR]

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
(Title)

City of Pontiac

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
(Title)

**Exhibit B**

**AmeriScan Service Specifications**

## Exhibit B



### Service Specification

#### Project Introduction (Statement of Work) & Estimated Quantities

The City of Pontiac has blueprints and property address files that need to be scanned, indexed, & uploaded into their document management software Laserfiche. The blueprints are a mix of sizes and some of the blueprints (See images below) have "rough" edges and will require special handling. Each set of blueprints will be scanned into a multi-page pdf or tiff file and indexed by either the property address or the parcel ID. The property address files are also mix of sizes and contain some blueprints that will need to be scanned on a separate scanner and then merged with the other paper in the file. All scanning will be done at 300dpi in black and white. The purpose of this project is to digitize all files, so they are easily accessible, and to prevent any or further damage to the original hard copies. All services including document destruction will take place at AmeriScan Imaging Services located at 50690 Rizzo Drive, Shelby Township, MI 48315.

#### *Paper Condition:*

- Age of paper – New and old
- Most pages (95%+) are of standard size
- Some of the pages have staples
- Some of the pages are double sided
- Some of the property address files contain large format drawings/maps
- Some pages consist of large format drawings/maps

#### *Location:*

All files are located at the Pontiac city hall, which is located at 47450 Woodward Avenue, Pontiac, MI 48342.

#### *Cabinet/File Photos:*

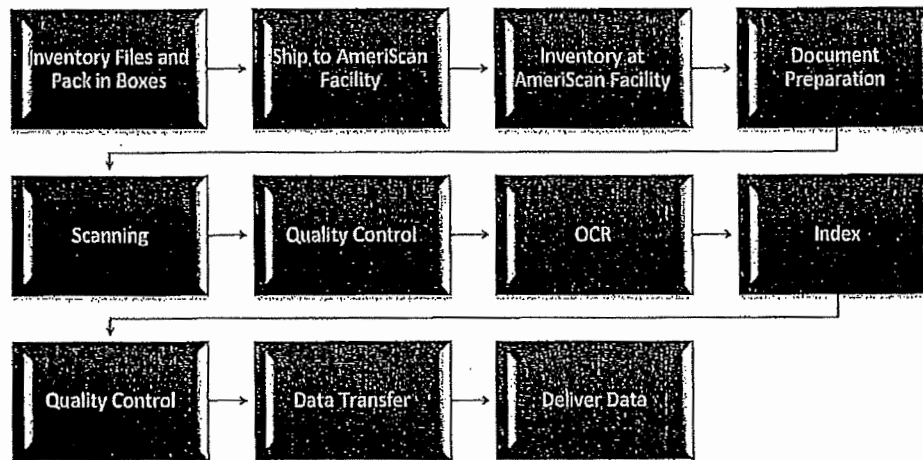


#### *Inventory/ File Calculations:*

Blueprints	110,000
Property Address Files	2,000,000

50690 Rizzo Drive  
Shelby Township, MI 48315

P: 586.532.0022  
F: 586.532.9995  
Toll Free: 877.727.0022

**DESCRIPTION OF DELIVERABLES****Project Workflow****Project Setup**

The first step for any project is to configure the correct project workflow and then assemble the best team to meet all deliverables. Project Setup shall include the following:

- Discovery meeting (AmeriScan & The City of Pontiac)
- Determine project schedule and expectations
- File request portal training and documentation
- Assemble best team possible

**Document Preparation**

*Pre-Scanning preparation shall include the following:*

- Remove the pages from each file folder/binder.
- Remove staples, paper clips, and any other binding.
- Tape torn or tattered documents to allow proper scanning.
- Insertion of bar-coded sheets for document breaks and/or reading of barcodes.
- Sticky notes will need to be removed and applied to open area.
- Count the number of files per box.

**Scanning (Standard Size – 11" x 17" or less)**

AmeriScan shall use the following processes to ensure the highest quality image results from the scanning of each document:

- Scan each file into a B/W PDF file at 300 dpi.
- Ensure pages are correctly orientated.
- Remove blank pages from the PDF.
- File folders do not need to be scanned.
- Verify the number of files per box.





#### **Large Format Scanning (Blueprints/Drawings/maps)**

AmeriScan shall use the following processes to ensure the highest quality image results from the scanning of each document:

- Scan each drawing at 300 dpi in either black & white or in grayscale.
- Ensure pages are correctly orientated.
- Index Drawings by the parcel ID.

#### **Indexing/OCR (Optical character recognition)**

AmeriScan shall use the following processes to ensure the highest data-entry accuracy:

- Index each file by the address and the parcel ID.
- Use Match and merge technology if applicable.
- Perform OCR (Optical character recognition) on the resulting PDF.

#### **Match and Merge Technology**

If feasible but not necessary, The City of Pontiac will provide an excel file containing a list of property addresses and parcel ID's.

#### **Quality Assurance Review**

Document scanning and indexing shall be carefully monitored and evaluated to ensure the highest quality output. The following quality control items shall be monitored by AmeriScan on each scanned document:

- Reviewing the scanned image for proper orientation.
- Legibility of text, proper document type, correct number of documents, correct page Sequence.
- Re-scanning corrected documents.
- Input data corrections.
- Certify accuracy and completeness.
- Tracking, prepping, scanning, and indexing errors.
- Ensure processes are followed/provide reporting.

#### **Storage & Document Destruction**

No charge for storage during the scanning process. AmeriScan Imaging Services will hold onto all hard copies for 6 months after delivering the data back to City of Pontiac. After the 6 months has expired the files will go for secure destruction. All destruction is done on-site at AmeriScan Imaging Services.

#### **Uploading/ Data Transfer**

Once the converted files have successfully passed all quality control reviews, we will transfer the images and Index data onto a portable drive and deliver it back to the City of Pontiac. AmeriScan Imaging Services will retain all electronic data for 12 months after delivery.

50690 Rizzo Drive  
Shelby Township, MI 48315

P: 586.532.0022  
F: 586.532.9995  
Toll Free: 877.727.0022

**AmeriScan**  
AFFORDABLE • RELIABLE • SECURE



### Project Timeline

The project is to be completed by the term of contract date which is May 30, 2023. AmeriScan Imaging Services will deliver all scanned and indexed data by said date.

### File Requests – Customer Web Portal

Once the files are in our possession that doesn't mean you can't access them. AmeriScan will provide file requests to you and your staff at no additional charge. Just let us know what you need, and we will upload the requests to a secure web portal. If you need the actual hard copy file and/or box(s) we can deliver/ship them as needed. Our hours of operation are 8:00 am – 5:00 pm EST, Monday thru Friday. If you have a file request, you can email us at [filerequest@ameriscanimaging.com](mailto:filerequest@ameriscanimaging.com) or call us at (877) 727-0022. You will need to provide your name, company name, customer account number, contact number, email address, and the file(s), document(s), and/or box(s) you're requesting. All file requests will be processed within 24 hours. Emergency/Urgent requests will be processed immediately. Upon signing a service agreement, an additional phone number will be provided for after hour requests. Individuals requesting files need to be on the authorization form.

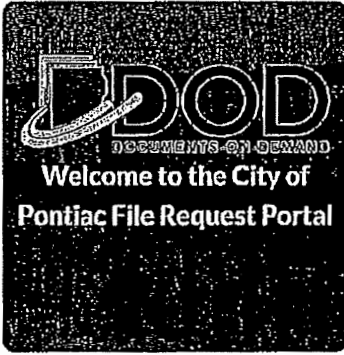
**AmeriScan**  
AFFORDABLE • RELIABLE • SECURE



[File Request 1](#) | [Document Center](#) | [Contact Us](#) | [Login](#)

☐ Any Word ☐ All Words ☐ Exact Phrase

[AmeriScan](#)



Welcome to the City of  
Pontiac File Request Portal

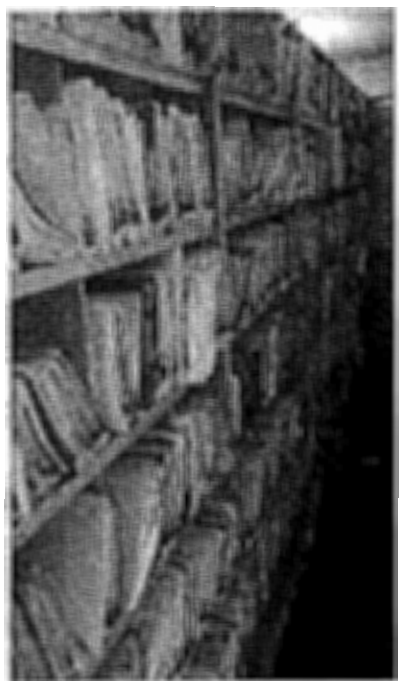
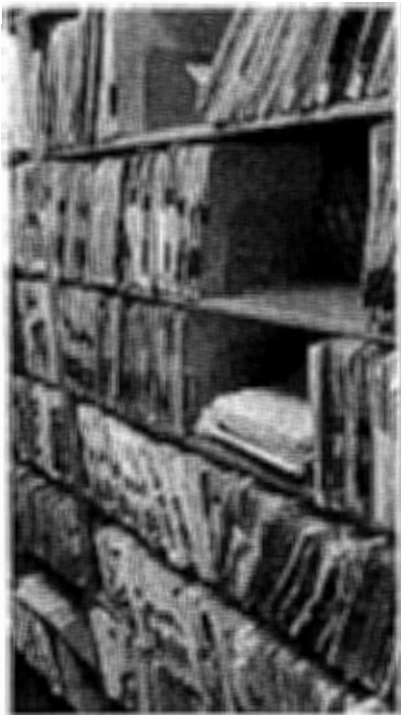
© 2022 Property of AmeriScan Imaging Services

50690 Rizzo Drive  
Shelby Township, MI 48315

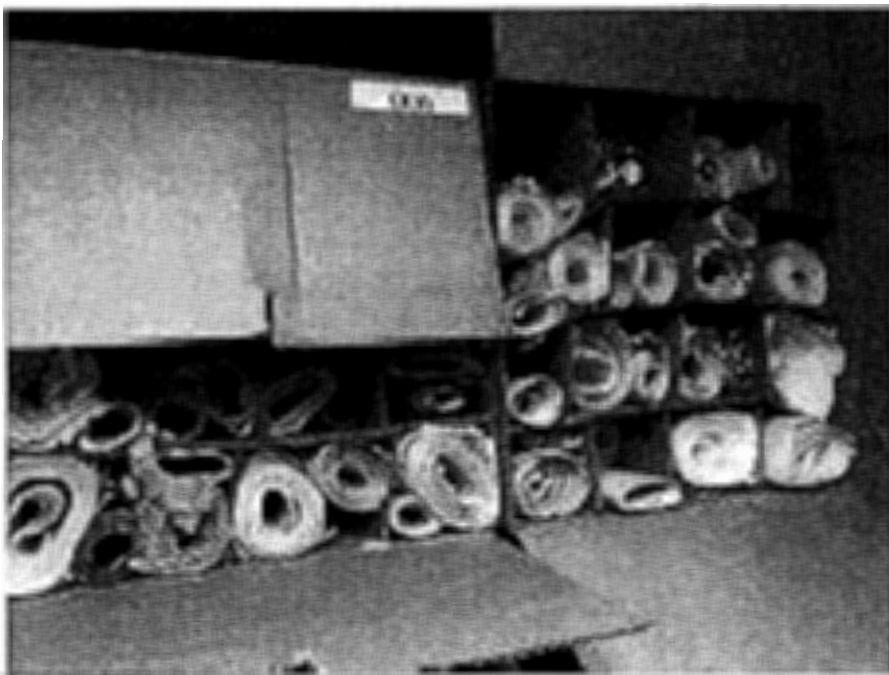
P: 586.532.0022  
F: 586.532.9955  
Toll Free: 877.727.0022

**Exhibit C**  
**Addendums 3 and 5**

## STREET FILES



## Building Files







City Building Documents Scanning Project  
Pre-Bid Meeting held on Monday, September 12, 2022

Questions and Answers

The City of Pontiac's answers are indicated in 'red' font

1. Can we pick up all the documents in a single trip?  
  
Yes, preferably. All documents will need to be accessible through FOIA.
2. Do we need to provide the digitized documents in specific folder structure?  
  
All files will need to be formatted for import into Laserfiche. If the bidder is not currently a Laserfiche partner, they will need to connect with Laserfiche to find out the file format requirements.
3. Do we need to apply any naming convention to files?  
  
Yes, all documents need to be identified by parcel number.
4. Can we request for email submission?  
  
All bid submissions must follow the guidelines indicated in the Notice to Bidders section of the City Building Documents Scanning Project solicitation document. No email submission will be accepted.
5. Do we need to scan B&W or Color? If color, then what % of documents are color?  
  
Black & White.
6. What is the expected output format? 1) TIFF or PDF 2) Single page or Multipage?  
  
Please refer to question #2's answer regarding file format. Each blue print should be on a single page. For the street files, multiple documents can be on the same page.
7. What is the size of documents for each type?  
  
This size of the document will depend on the size of the original.



8. Are you using any document management software?

**Laserfiche.**

9. Do we need to OCR the documents?

**I believe Laserfiche will OCR the documents when they are imported. You may confirm this when you consult with Laserfiche.**

10. Is there any requirement of destruction?

**Yes, after Quality Control of documents being scanned are of adequate clarity.**

11. Is there budget fix for this project? If yes, How much?

**The City of Pontiac has sufficient funding reserved for this project. We are asking the bidders to include their proposed cost with their bid submission.**

12. Do you prefer documents are picked up?

**Yes. There is a ground-level loading area that will be designated for mass pick-ups and deliveries. There is also an elevator that will be accessible during pick-up and delivery times.**

13. How soon should the project be completed?

**The contract completion date is May 30, 2023, unless otherwise stipulated in writing by the City of Pontiac.**

14. In terms of engineering drawings, are they in tubes, drawers, lying flat, folded, or all the above?

**In tubes and some are folded in the street files.**

15. Are local companies going to be given priority when bids are being considered for award?

**Preference will be given to the lowest qualified bid, in accordance with Article 2-VI Finance, Division 2-517 of the City of Pontiac Municipal Code.**

16. Should the notes written on the outside of folded drawings be scanned as well?





No.

17. Will we share the Pre-Bid Meeting sign-in sheet?

No, the pre-bid meeting sign-in sheet will not be shared with bidders. Bidders will have an opportunity to attend the public bid opening, which will identify all respondents at that time.

18. What is the recommended Laserfiche format for uploading? Do you have a sample scanned file & folder structure and corresponding index structure used for upload?

Please refer to question #2's answer. All files will need to be formatted for import into Laserfiche. If the bidder is not currently a Laserfiche partner, they will need to connect with Laserfiche to find out the file format requirements.

19. Is shredding a service you want us to provide pricing on as well? It was mentioned during the onsite visit that the documents would be shredded after scanning & review. If so, will the bid form be updated to show shredding as one of the processes?

Yes, shredding service should be included in the price.

Yes, the City's preference is that destruction services are included, but it is at the bidder's discretion to include the approach and methodology in the bidder's bid submission. The City of Pontiac – Details of Documents Needing Scanning (referred to in bidder's question as "bid form") will be updated to reflect Destruction and Storage Costs.

20. If you want the vendor to shred the documents, how long do you anticipate us storing the paper records while you review the scanned images? Will storage be a line item added to the bid form?

The timeframe for bidders to store documents will be within the timeframe it will take for bidder to collect the documents, scan them, and conduct a quality control check before



returning the SCANNED documents to the City of Pontiac. The City of Pontiac is estimating that bidders will conduct a weekly volume of scans (as indicated for question # 24), saving the information to a flash drive (as indicated in question # 27), and returning the portion of documents scanned, along with the flash drive. Yes, bidder will be required to identify the cost for Destruction and Storage Costs.

21. We were at the pre-bid meeting on Monday, it was mentioned that there was a spreadsheet that existed for the Commercial files.

Is there a spreadsheet for the Residential files?

There is only one spreadsheet which contains all of the plans in storage racks. The spreadsheet will be saved to BidNet as an addendum and placed in the Document folder of the solicitation.

Will these be posted for viewing before the bid deadline?

Yes, the Commercial files spreadsheet will be available before the bid deadline. All Addendums and documents that the City of Pontiac indicated will be available in this Q & A will be posted to BidNet as an Addendum and saved in the Document folder of the solicitation.

22. Physical Media

- a) What are the dimensions of each media set?

The dimensions of each media set varies.

- b) For mixed media, what are the largest and smallest sizes?

Approximately 3" x 5" cards to 3' x 4' plans.

- c) Is there a greater percentage of media one size?



Please refer to the answer provided for 22. a)

- d) Do sticky notes need to be scanned if removed from pages

No.

- e) Are you able to provide samples of damaged media? Are we responsible for repairing the damaged media or just scanning in the best quality possible?

It is the City of Pontiac's expectation that there will be some minor repair to media, such as taping small tears, in order to scan the media. Some of the older plans may require to be put in a sleeve before scanning them.

23. Scanning Requirements

- a) Are there established scanning format requirement (file type, file size, dpi, naming convention) etc.?

Documents need to be searchable by Parcel number. PDF, JPG or TIFF are acceptable import formats for Laserfiche (please refer to the answer provided for question # 2). However, the bidder is expected to contact Laserfiche to determine the best format. Scans are expected to be at a resolution high enough that the documents can be easily read.

- b) Are there established indexing requirements? Can you provide a sample of the index data to be provided?

If the bidder is already a Laserfiche partner, they will have the indexing requirements. If not, they will need to contact Laserfiche to establish them.

- c) Can scans be B/W or is color necessary? Or mixed?

Color is not necessary.



24. On Demand Scanning

- a) Are you able to estimate the volume of demand scans will be required? Daily? Weekly?

Weekly.

- b) And what is required turn-around time?

FOIA requests are completed weekly. The documents would be required only if requested.

25. Pontiac Escalation

- a) Is there an SME that we can contact in regards to questions while scanning the different media?

Dan Kolbe. Requests must be emailed to [DKolbe@pontiac.mi.us](mailto:DKolbe@pontiac.mi.us).

26. Offsite Shipping

- a) Is there someone at Pontiac who will prepare and ship the documents or will we need to send someone onsite to prep and ship?

Preferred to have someone onsite to pack and ship.

- b) Is the expectation to ship all documents at one time or to ship incrementally and send back the physical documents as they are scanned?

Bidders are expected to recommend an approach, whether it is none-time or The Documents must be destroyed after being scanned.

27. Digital Delivery

- a) How does the city want the completed scans delivered?

The preferred media is a flash drive.



- b) Incremental (i.e., monthly) or one time at the completion of the project?

**Monthly.**

- c) Via FTP, physical hard drive, Databox or other?

**Delivery via flash drive is preferred. Deliveries shall be made to the City Hall Building Department located on the 1<sup>st</sup> Floor of City Hall.**

- d) If a physical hard drive is required, does the city require any encryption on the drive?

**Encryption is not necessary if delivered on flash drive**

**28. Vendor Resources**

- a) Are there any restrictions on indexing or validation work being completed by resources that are FTE's of our company in India?

**Due to confidentiality concerns, the City of Pontiac requires that its documents remain within the United States at all times. The Contractor who receives the bid award will be required to sign a non-disclosure agreement, as well as any of the Contractor's personnel.**



**City Building Documents Scanning Project  
Cost Proposal Template**

**Instruction to Bidders:**

Use this Cost Proposal Template to indicate your cost proposal. Please do not use the City of Pontiac – Details of Documents Needing Scanning (p. 13) to complete your cost proposal.

Item #	Category	Quantity	Description	Unit Cost (\$)	Total Cost (\$)
1	Blueprints	110,000	Large Format Scanning		
2	Street Address Scans	2,000,000	Mixed dimensions (sizes) Scanning		
3	Document Preparation	Estimated Hours/Rate	Cost to remove staples, paper clips, sticky notes, and repairing of damaged documents to make them scanner-ready		
4	Indexing	Estimated Hours/Rate	Cost to index scanned items by address and parcel ID for use in a document management system		
5	Transportation	Time and Materials	Cost of packaging, transporting and storing of documents in preparation of scanning		
6	Document Retrieval	Cost	Cost of on-demand retrieval of documents for each request		
7	Destruction	Cost/Per Weight	Cost to shred or burn documents		
<b>Total Cost</b>					

Use this area to indicate any additional costs you want the City of Pontiac to consider.

Description	Unit Cost (\$)	Total Cost (\$)





December 1, 2022

**09022022 - City Building Documents Scanning Project (Bids**

**Addendum No. 1 and 2**

The Addendums posted to Bid Net, for the solicitation named above, was created in error. Addendum No. 1 and No. 2 does not exist.

Feel free to send an email to [purchasing@pontiac.mi.us](mailto:purchasing@pontiac.mi.us) if there are any questions.

Kind regards,

A handwritten signature in cursive script that reads "Alicia Martin".

Alicia Martin  
Purchasing Manager

11/30/2022  
Date Signed







September 20, 2022

**City Building Documents Scanning Project**

**Addendum No. 4**

**Notice to Bidders:**

1. The City of Pontiac will require one (1) additional day to prepare responses to the bidder questions received in response to the City Building Documents Scanning Project. The deadline for the City of Pontiac to post answers to bidders' questions extended from Tuesday, September 20, 2022, to Wednesday, September 21, 2022. The City of Pontiac will post a Q&A sheet as an addendum to BidNet and the City of Pontiac's Purchasing webpage no later than 5 pm EST on September 21.

**Sign this Addendum below to acknowledge receipt and understanding of its content. Return this Addendum with your bid document.**

Kindest regards,

Alicia Martin  
Purchasing Manager

---

The undersigned bidder acknowledges receipt and understanding of Addendum No. 4.

---

Signature

---

Date





AMERIMA-01

JBLOOM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hub International Midwest East 31440 Northwestern Hwy Suite 130 Farmington Hills, MI 48334	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b>  AmeriScan Imaging Services 50690 Rizzo Drive Shelby Township, MI 48315	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A: Citizens Insurance Company of America</b>	<b>NAIC #</b>
	<b>INSURER B: Hanover Insurance Company</b>	<b>22292</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

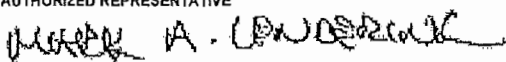
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			OHBA357148	7/12/2022	7/12/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OHBA357148	7/12/2022	7/12/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHBA357156	7/12/2022	7/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Pontiac 47450 Woodward Ave Pontiac, MI 48342	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CNA SURETY

## Performance Bond

Bond No. 72515972

### CONTRACTOR:

(Name, legal status and address)

AmeriScan Imaging Services, Inc.  
50690 Rizzo Drive  
Shelby Township, MI 48315

### SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street  
Chicago, IL 60606

### OWNER:

(Name, legal status and address)

City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### CONSTRUCTION CONTRACT

Date: December 9, 2022

Amount: \$180,300.00

### Description:

(Name and location)

City Building Documents Scanning Project

### BOND

Date: December 13, 2022

(Not earlier than Construction Contract Date)

Amount: \$180,300.00

Modifications to this Bond: ☒ None

☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company:

AmeriScan Imaging Services, Inc.

(Corporate Seal)

### SURETY

Company:

Western Surety Company

(Corporate Seal)

Signature: \_\_\_\_\_

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: \_\_\_\_\_

Name Rhett Pringle

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

HUB International Midwest  
1591 Galbraith Ave SE  
Grand Rapids, MI 49546

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party):

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract:

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors:

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

# CNA SURETY

## Payment Bond

Bond No. 72515972

### CONTRACTOR:

(Name, legal status and address)

AmeriScan Imaging Services, Inc.  
50690 Rizzo Drive  
Shelby Township, MI 48315

### SURETY: Western Surety Company; South Dakota Corporation

(Name, legal status and principal place  
of business)

151 N. Franklin Street  
Chicago, IL 60606

### OWNER:

(Name, legal status and address)

City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

AIA Document A312-2010  
combines two separate bonds, a  
Performance Bond and a  
Payment Bond, into one form.  
This is not a single combined  
Performance and Payment Bond.

### CONSTRUCTION CONTRACT

Date: December 9, 2022

Amount: \$180,300.00

### Description:

(Name and location)

City Building Documents Scanning Project

### BOND

Date: December 13, 2022

(Not earlier than Construction Contract Date)

Amount: \$180,300.00

Modifications to this Bond: ☒ None

☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
AmeriScan Imaging Services, Inc.

### SURETY

Company: (Corporate Seal)  
Western Surety Company

Signature: \_\_\_\_\_

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: \_\_\_\_\_

Name Rhett Pringle

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

HUB International Midwest  
1591 Galbraith Ave SE  
Grand Rapids, MI 49546

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John Avery, Penny Overholt, Bradford J Poggi, James P Heyboer, Kathleen Kohn, Mackenzie Anderson, Rhett Pringle, Individually**

of Grand Rapids, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of July, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

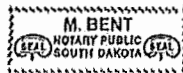
Paul T. Bruflat, Vice President

State of South Dakota } ss  
County of Minnehaha }

On this 17th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13 day of December, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

