

## **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

**110<sup>th</sup> Session of the 11<sup>th</sup> Council – October 3, 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 25, 2023, Law, and the Courts Subcommittee Meeting Minutes
- B. September 26, 2023, City Council Meeting Minutes
- C. Resolution Recognizing Indigenous Peoples Day

#### **Special Presentations**

1. Dr. Martin Luther King, Jr. Boulevard Bridge Reconstruction State Funding  
Presentation Presenters: State Senator Jeremy Moss and State Representative Brenda Carter
2. Michigan Department of Transportation Planned Improvements and Lane Reductions for M-59 (Huron St)  
Presentation Presenters: Michigan Department of Transportation Representatives
3. Downtown Pontiac Paid On-Street Parking Resuming, with Parking Payment Kiosks and Mobile App Payment Options  
Presentation Presenters: Deborah Younger, City of Pontiac Economic Development Manager and Jack McIntyre, Code Enforcement Manager

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

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

#### **Agenda Items**

##### **Ordinance**

4. 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 26, 2023, City Council meeting)**

## **Resolutions**

### Finance

5. Council Resolution to approve the proposed budget amendment for Fiscal Year 2023-24 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.
  
6. Council Resolution to approve the proposed budget amendment for Fiscal Year 2023-24 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.

### Mayor's Office

7. Resolution approving Right of Way Use Agreement with United Wholesale Mortgage. (Flock Camera System Usage)

### Parks and Recreation

8. Resolution to approve the Final Draft of the Pontiac Oaks Park Action Plan **(Second Reading)**

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

## **Discussions**

9. Public Hearings Scheduled for October 10, 2023, City Council Meeting
  - a. Vacant City-Owned Parcels in the City of Pontiac for Sale Considerations
  - b. Obsolete Property Exemption Certificate Application for 31 N. Astor Street
  - c. Obsolete Property Exemption Certificate Application for 48 W. Huron Street
  - d. Obsolete Property Exemption Certificate Application for 91 N. Saginaw Street
  
10. October 17, 2023, City Council Meeting Start Time at 12:00 pm
  
11. October 25, 2023, Pride and Beautification Awards Reception
  
12. Oakland County Pet Adoption Center Reduced Adoption Fees

## **Public Communications**

### City Council

13. The City of Pontiac has recognized September 15, 2023, to October 15, 2023, as Hispanic Heritage Month
  
14. 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.
  
15. 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.
  
16. Hauntiac Car Show and Woodward Scream Cruise, October 7, 2023, held at the Oakland History Center, 405 Cesar E. Chavez Avenue in Pontiac.

17. 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.
18. 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.
19. 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.
20. 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.*
21. 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.
22. 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.
23. 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.
24. "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).
25. 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.
26. 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.
27. 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.
28. The Art Experience Glimpse & Glimmer Gala, November 16, 2023, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac.
29. 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.
30. Save the Date: Holiday Extravaganza Parade in Downtown Pontiac, December 2, 2023
31. 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.
32. 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

33. 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.
34. 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.
35. Residents Encouraged to Complete Online Survey for Pontiac Youth Recreation Center Amenities
36. Fran Anderson Making a Difference Scholarship is accepting applications for their essay competition. Apply for your chance to win a \$5,000 scholarship. Submit application no later than noon on November 1, 2023, at: <https://www.holidayextravaganza.org/scholarships/fran-anderson/>
37. Holiday Extravaganza Parade and Winter Festival on December 2, 2023 festivities begin at 8am with Elf Run, Parade at 11am, followed by the Winter Festival from 12-3pm.

City Clerk's Office

38. 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

### Law and The Courts Subcommittee Meeting

Pontiac City Council  
Facility and Property Subcommittee Meeting Minutes  
September 25, 2023  
4:00 P.M.

Location: Pontiac City Hall, Legislative Conference Room  
47450 Woodward Avenue  
Pontiac, Michigan 48342

Committee Members: Brett Nicholson, Mikal Goodman (Absent), and William Parker

Others Present: Chief Judge Cynthia Walker, Mayor Tim Greimel, Deputy Mayor Khalfani Stephens, Jack McIntyre, and Sherikia Hawkins

The Meeting Commenced at 4:07pm.

Chief Judge Cynthia Walker provided an update on 50<sup>th</sup> District Court. She inquired on the status of the HVAC in the Court House. She mentioned that the Warrant Clinic was a big success with 200 participants. The back stairs at the Court house have been repaired. Lastly, she spoke of the new escrow ordinance and recent rulings.

Jack McIntyre provided a code enforcement update, 142 tickets in the court for July and August. There were 1,288 rental inspections completed, 1,000 Grass Violations and 3125 code violations during that same time period. He also discussed that The Landcaster should be inspected because that is a rental property.

There was no public comment.

The Meeting adjourned at 5:10 p.m.

# **CONSENT AGENDA**

## **B**

September 26, 2023, Draft

**Official Proceedings  
Pontiac City Council  
109<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 26, 2023, at 6:05 p.m. by Council President Mike McGuinness.

**Invocation** – Pastor Kathy Dessureau – 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.

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

No: None

**Motion Carried**

**Consent Agenda**

23-338 **Resolution to approve the consent agenda for September 26, 2023.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City Council has reviewed the consent agenda for September 26, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for September 26, 2023, including September 14, 2023, Public Safety, Health & Wellness Subcommittee Meeting Minutes, September 19, 2023, City Council Meeting Minutes, Resolution Recognizing October as Breast Cancer Awareness Month, Resolution Supporting State House Bills 4274 and 4275, 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, Resolution Scheduling a Public Hearing on Obsolete Property Rehabilitation District Establishment for 31 N. Astor Street for October 10, 2023, Resolution Scheduling a Public Hearing on Obsolete Property Rehabilitation Exemption Certificate for 48 W. Huron Street for October 10, 2023, Resolution Scheduling a Public Hearing on Obsolete Property Rehabilitation Exemption Certificate for 91 N. Saginaw Street for October 10, 2023, and Resolution Modifying October 17, 2023, City Council Meeting Start Time to 12:00 p.m.

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

No: None

**Resolution Passed**

September 26, 2023, Draft

23-338 (C) **Resolution Recognizing October as Breast Cancer Awareness Month.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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.

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

23-338 (D) **Resolution Supporting State House Bills 4274 and 4275.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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.

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

September 26, 2023, Draft

23-338 (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.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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. Jessee 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:

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

No: None

**Resolution Passed**

23-338 (F) **Resolution Scheduling a Public Hearing on Obsolete Property Rehabilitation District Establishment for 31 N. Astor Street for October 10, 2023.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, pursuant to the 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

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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, section 4(1); and

WHEREAS, construction, acquisition, alternation or installation of the proposed facility has not commenced at the time of the 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 Pontiac 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, State of Michigan, such hearing to be held on October 10, 2023, at 6:00 PM.

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

23-338 (G) **Resolution Scheduling a Public Hearing on Obsolete Property Rehabilitation Exemption Certificate for 48 W. Huron Street for October 10, 2023.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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

WHEREAS, 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.

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

23-338 (H) **Resolution Scheduling a Public Hearing on Obsolete Property Rehabilitation Exemption Certificate for 91 N. Saginaw Street for October 10, 2023.** Moved by Councilperson Rutherford and second by Councilperson Parker.

September 26, 2023, Draft

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  
WHEREAS, 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, located 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.

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

No: None

**Resolution Passed**

**23-338 (I) Resolution Modifying October 17, 2023, City Council Meeting Start Time to 12:00 p.m.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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.

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

No: None

**Resolution Passed**

### **Special Presentation**

Pontiac Housing Needs Study Status and Next Steps

Presentation Presenter: Deborah Younger, Economic Development Manager

**Recognition of Elected Officials – None**

### **Agenda Address**

1. Dr. Deirdre Waterman addressed item #B
2. Beatrice Wright addressed items #1 and #4
3. Carlton Jones addressed item #1
4. Pastor Kathy Dessureau addressed item #2
5. Darlene Clark addressed item #1

### **Agenda Items**

Ordinances



September 26, 2023, Draft

**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 Nicholson and second by Councilperson Carrington.**

Ayes: James, McGuinness, Nicholson, Parker, Carrington, and Goodman  
No: None  
Abstain: Rutherford  
**Motion Carried**

2423 **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 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 Rutherford and second by Councilperson Parker. Discussion.**

**Motion to remove the “t” from Stanford in the Ordinance Heading: 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 ~~Stanford~~ 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*) Moved by Councilperson McGuinness and second by Councilperson Nicholson.**

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

2423 **Adoption of an Amended 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*) Moved by Councilperson Rutherford and second by Councilperson Parker.**

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

**\*\*See Ordinance 2423 as Exhibit A following meeting minutes\*\***

## **Resolutions**

City Clerk

23-339

**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. Moved by Councilperson Rutherford and second by Councilperson Goodman.**

September 26, 2023, Draft

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.

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

No: None

**Resolution Passed**

City Council

23-340

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

Moved by Councilperson Carrington and second by Councilperson Goodman.

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

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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.

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

**Resolution Passed**

Department of Public Works (DPW)  
23-341 **Resolution to authorize the DPW Director to purchase needed Vehicles for DPW from Lindco for \$243,294.00.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

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

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

NOW, THEREFORE IT IS RESOLVED, the Pontiac City Council authorizes the DPW Director to purchase needed Vehicles for DPW from Lindco for \$243,294.

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

**Resolution Passed**

Councilman Goodman and Councilwoman Rutherford were absent during the vote.

Economic Development Division  
23-342 **Resolution requesting Oakland County Brownfield Authority Determination for 204 W. New York Avenue. (Carlisle Townhomes)** Moved by Councilperson James and second by Councilperson Carrington. Discussion.

**Motion to amend the Resolution requesting Oakland County Brownfield Authority Determination for 204 W. New York Avenue. (Carlisle Townhomes) by striking the words: “and approval” from the second whereas paragraph.** Moved by Councilperson Nicholson and second by Councilperson Carrington.

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.

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

**Motion Carried**

23-342 **Amended Resolution requesting Oakland County Brownfield Authority Determination for 204 W. New York Avenue. (Carlisle Townhomes)** Moved by Councilperson James and second by Councilperson Carrington.

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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 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.

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

No: None

**Resolution Passed**

Mayor's Office

23-343

**Resolution to approve the Mayor's Appointments to the Local Officer**

**Compensation Commission.** Moved by Councilperson Parker and second by Councilperson Rutherford.

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

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

No: None

**Resolution Passed**

Councilwoman Rutherford was absent the vote.

Planning Division

23-344

**Resolution to authorize the Mayor to execute a Conditional Rezoning Agreement**

**for 454 Auburn Avenue.** Moved by Councilperson Nicholson and second by Councilperson James.

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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.

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

No: None

**Resolution Passed**

Councilwoman Rutherford was absent during the vote.

**\*\*See Conditional Rezoning Agreement as Exhibit B following the meeting minutes\*\***

Purchasing Division

23-345 **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.** Moved by Councilperson Nicholson 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 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.

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

No: None

**Resolution Passed**

Councilman Parker and Councilwoman Rutherford were absent during the vote.

#### **Public Comment**

1. Dr. Deirdre Waterman
2. H. Bill Maxey
3. Pastor Keyon Payton
4. Beatrice Wright
5. Carlton Jones
6. Darlene Clark
7. Chuck Johnson
8. Gloria Miller
9. Terri Covington
10. Pastor Kathy Dessureau

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**Communications**

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

**Mayor, Clerk and Council Closing Comments**

Mayor Tim Greimel, Deputy Mayor Khalfani Stephens, Clerk Garland Doyle, Councilwoman Melanie Rutherford, Councilman Brett Nicholson, Councilman Mikal Goodman, Councilwoman Kathalee James, Councilman William Parker Jr., Council President Pro-Tem William Carrington, and Council President Mike McGuinness made closing comments.

**Adjournment**

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

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

No: None

**Motion Carried**

Council President Mike McGuinness adjourn the meeting at 9:15 p.m.

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Garland S. Doyle  
City Clerk

DRAFT

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF PONTIAC

ORDINANCE NO. 2423

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 SANFORD 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.



**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:**

\_\_\_\_\_

**SIGNED:**

CITY OF PONTIAC

\_\_\_\_\_

By:  
Its:

\_\_\_\_\_

By:  
Its:

**SIGNED:**

LIGHTHOUSE MI

\_\_\_\_\_

By:  
Its:

Approved as to Form:

\_\_\_\_\_

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.



**CONSENT  
AGENDA  
C**



## Pontiac City Council Resolution

### Resolution Recognizing Indigenous Peoples Day

WHEREAS, Indigenous Peoples have lived upon this land since time immemorial and thrived as sovereign nations before the Italian explorer Christopher Columbus voyaged to the place now known as the Americas; and,

WHEREAS historians have largely agreed that Columbus did not “discover” the Americas as indigenous people were already here, nor was he the first European to reach the “New World”; and,

WHEREAS, by resisting the occupation of sacred lands indigenous people were enslaved, murdered, and forcibly removed from ancestral lands; and,

WHEREAS, their populations were decimated through genocide, cultural erasion, and other unspeakable crimes, to support European colonization of the Americas, including the Trans-Atlantic Slave Trade; and,

WHEREAS, the idea of Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and,

WHEREAS, in 1990, representatives from 120 Indigenous Nations at the First Continental Conference on 500 Years of Indian Resistance unanimously passed a resolution to transform Columbus Day into an opportunity to reveal historic truths about pre-existing Indigenous cultures and Peoples that have survived a violent colonization process and continue to exist and thrive in present day America; and,

WHEREAS, the Tribal Council of the Grand Traverse Band of Ottawa and Chippewa Indians has passed a resolution: (1) officially recognizing Indigenous People’s Day on the second Monday in October; (2) stating that Indigenous People’s Day shall be used to reflect upon the ongoing struggles of indigenous peoples on this land; and (3) to celebrate the thriving cultures and value that the Odawa, Ojibwe, Potawatomi and other indigenous peoples contribute to society; and,

WHEREAS, the United Nations Rights of Indigenous Peoples Declaration adopted in 2006 confirms the right of indigenous peoples to self-determination, recognizes subsistence rights and rights to lands, territories and resources; recognizes that indigenous peoples deprived of their

means of subsistence and development are entitled to just and fair redress; outlaws discrimination against indigenous peoples; and promotes their full and effective participation in all matters that concern them, as well as their right to remain distinct and to pursue their own visions of economic and social development; and,

WHEREAS, the United States endorsed the United Declaration on the Rights of Indigenous Peoples on December 16, 2010, and Article 15 of that declaration states: ● Indigenous Peoples have the right to the dignity and diversity of their cultures, traditions, histories, and aspirations, which shall be appropriately reflected in education and public information. ● States should take effective measures, in consultation and cooperation with the Indigenous Peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding, and good relations among Indigenous Peoples and all other segments of society; and,

WHEREAS, the recognition and acknowledgement of Indigenous People's Day would officially acknowledge the atrocities, genocide and ancestral land displacement inflicted upon the original inhabitants of the land we now refer to as the City of Pontiac by the English, French, and American invaders; and,

WHEREAS, the City of Pontiac acknowledges the occupation of the ancestral, traditional and contemporary lands of the Anishinabe-Three Fires Confederacy of Odawa, Ojibwe and Potawatomi Indigenous Nations; and,

WHEREAS, the City of Pontiac acknowledges the harms and irreplaceable loss to our collective humanity for the acts committed against our indigenous family; and,

WHEREAS, the City of Pontiac understands that government and other public institutions must include and reflect the experiences of Native Peoples and uplift our country's indigenous roots, history, and contributions; and,

WHEREAS, the City of Pontiac officially acknowledges and affirms the sovereignty of these nations and the Seven Grandfather Teachings: Truth, Humility, Respect, Love, Honesty, Courage, and Wisdom; and,

WHEREAS, in honor of these 7 teachings as being dependent upon and inseparable from the health and survival of trees, water, soil, plants, insects, and animals the City of Pontiac will commit to sustaining the current natural woodlands, meadows, wetlands and greenspaces in our parks and trails; and,

NOW, THEREFORE, BE IT RESOLVED, The Pontiac City Council understands colonization not as an historic event but as an ongoing structure predicated on the elimination of Indigenous life and land, and contends that the celebration of Christopher Columbus and his alleged "discovery" of Indigenous lands celebrates the colonization and dispossession of Indigenous peoples throughout the Americas; and,

BE IT FURTHER RESOLVED, that the Pontiac City Council hereby recognizes the second Monday in October every year also as Indigenous Peoples' Day in the City Of Pontiac; and

BE IT FURTHER RESOLVED, that the City of Pontiac shall strike from City calendars and websites all references to Columbus Day and replace them with Indigenous People’s Day; and,

BE IT FURTHER RESOLVED, that the City of Pontiac shall utilize the second Monday in October as an opportunity to reflect upon the ongoing struggles of Indigenous people of this land, to celebrate the thriving cultures and values of the Indigenous Peoples of our region, and to stand in solidarity with Indigenous peoples elsewhere; and,

BE IT FURTHER RESOLVED, that Indigenous People’s Day shall be used to reflect upon the ongoing struggles of indigenous peoples on this land and to celebrate and learn from the thriving cultures and that the Odawa, Ojibwe, Potawatomi, and other indigenous peoples contribute to communities throughout Michigan, the United States of America, and the world; and,

BE IT FURTHER RESOLVED, that the City of Pontiac encourages other businesses, organizations and public entities to recognize Indigenous People’s Day on Monday October 9, 2023.

*PONTIAC CITY COUNCIL • Pontiac, Michigan • October 3, 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*

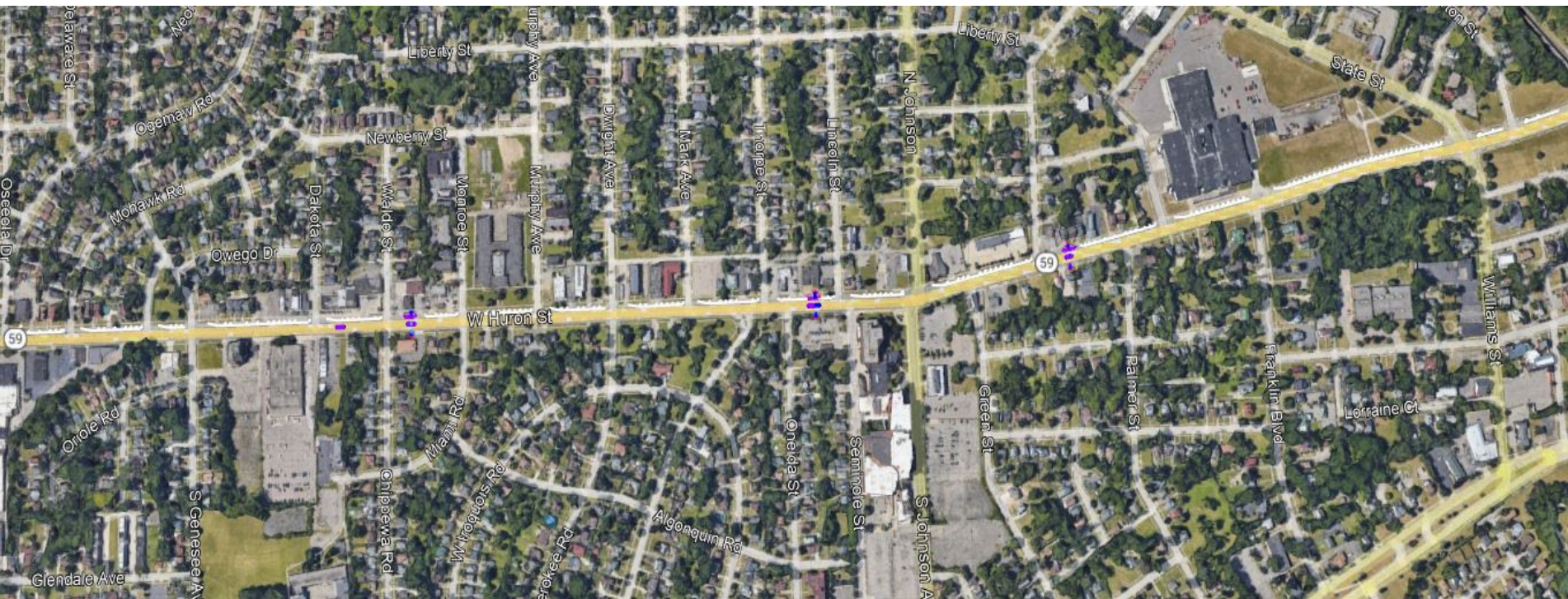
**#2**

**SPECIAL  
PRESENTATION**





# M-59 (Huron St.) US-24 to Woodward Loop City of Pontiac



**M-59  
Pedestrian  
Improvements  
and Lane  
Reduction**





# Agenda

- Project Description
- Crash Data/Need and Purpose
- Visuals of Project Sections
- Timeline
- Questions



# Project Description



This project will install 3 pedestrian refuge islands and crossings (with signals) and 1 unsignalized center turn lane island. Also included within the scope is a lane reduction of the right-turn westbound lane, with potential bump-outs to enhance pedestrian safety

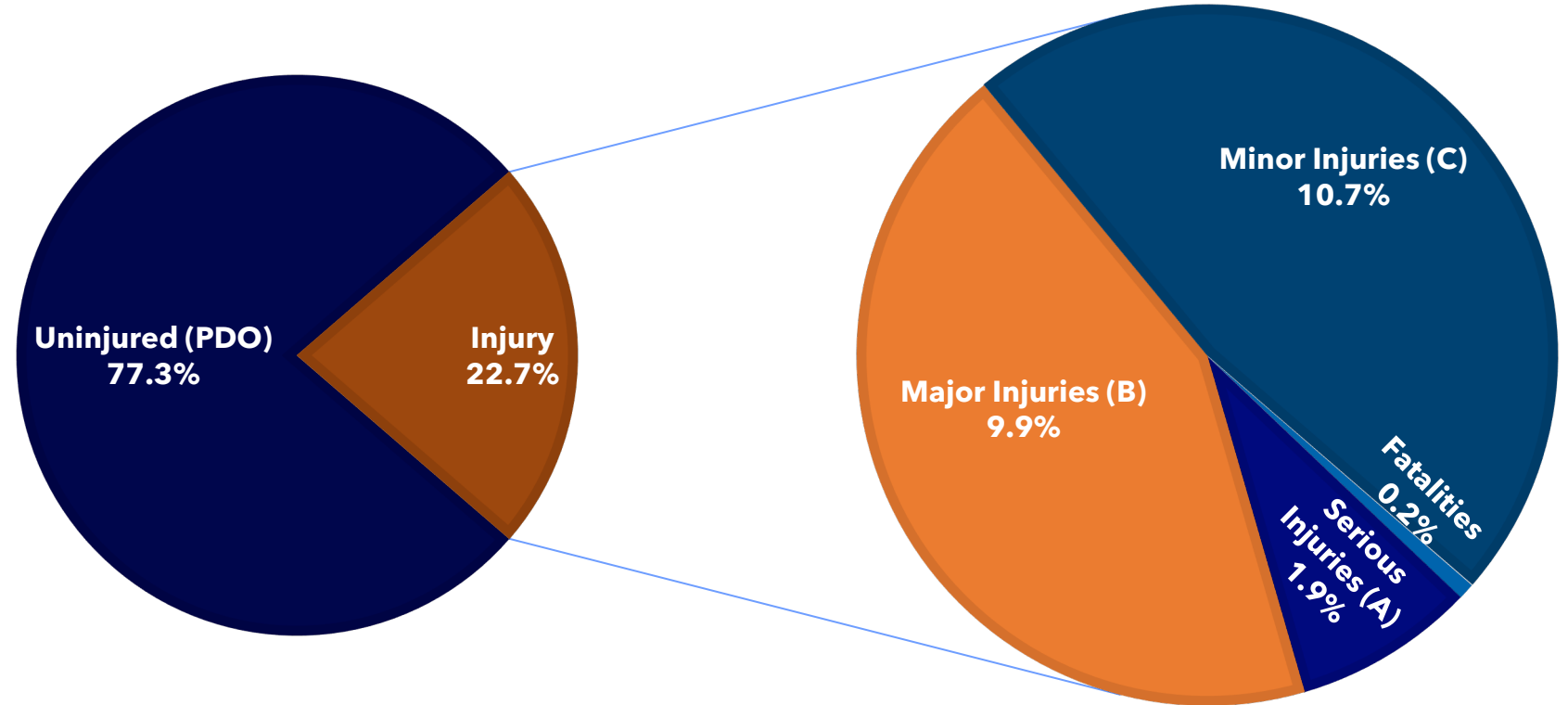


# Need & Purpose

All Crash Data and Safety Concerns

## M-59 FROM US-24 TO WOODWARD AVE

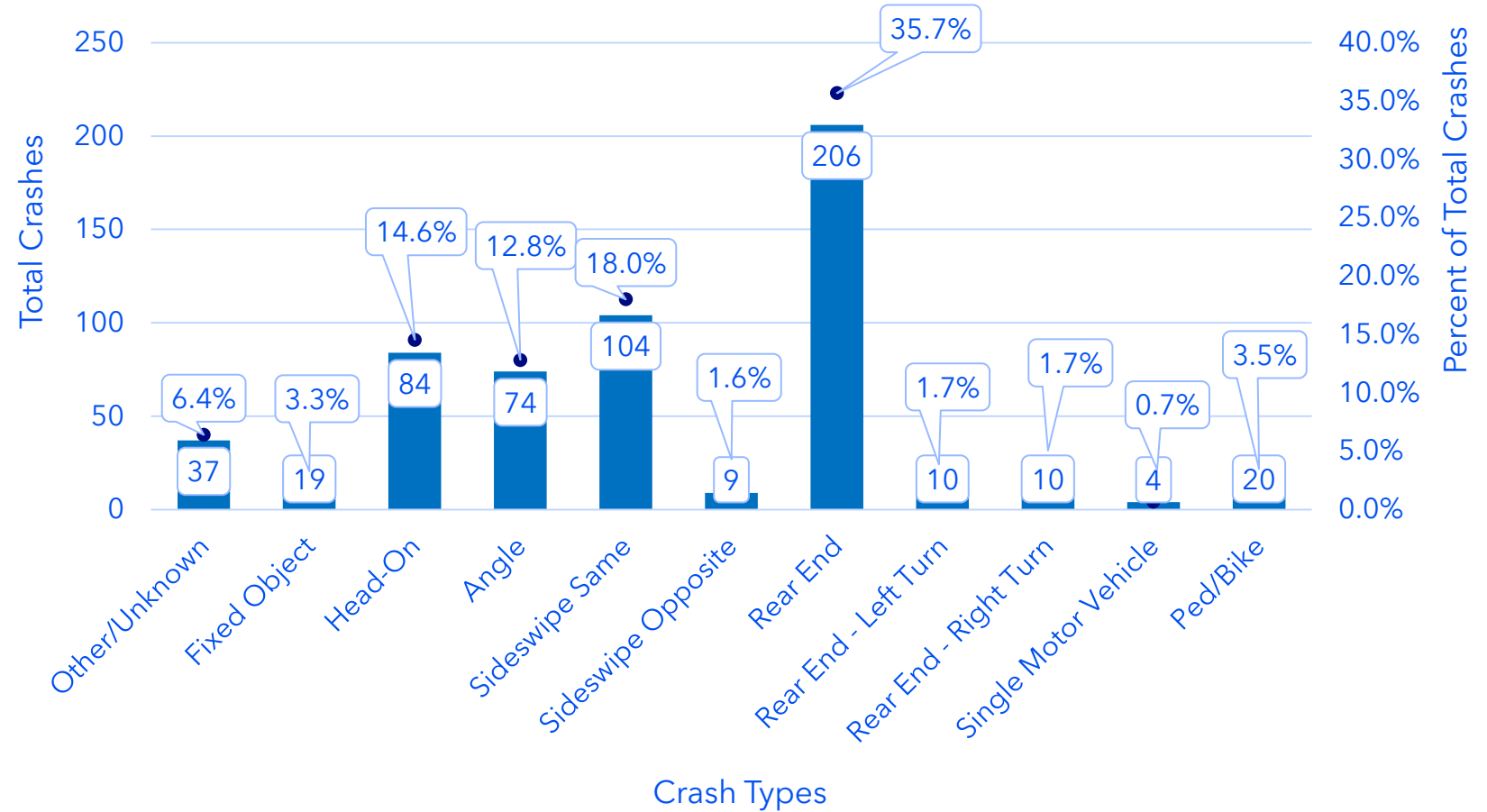
■ Fatalities ■ Serious Injuries (A) ■ Major Injuries (B) ■ Minor Injuries (C) ■ Uninjured (PDO)



# Need & Purpose

# All Crash Data and Safety Concerns

M-59 from US-24 to Woodward Ave



■ M-59 from US-24(Telegraph Rd) to Woodward Ave      ● Percent of Total

## Pedestrian Crashes along M-59 (W Huron Street)



# Need & Purpose

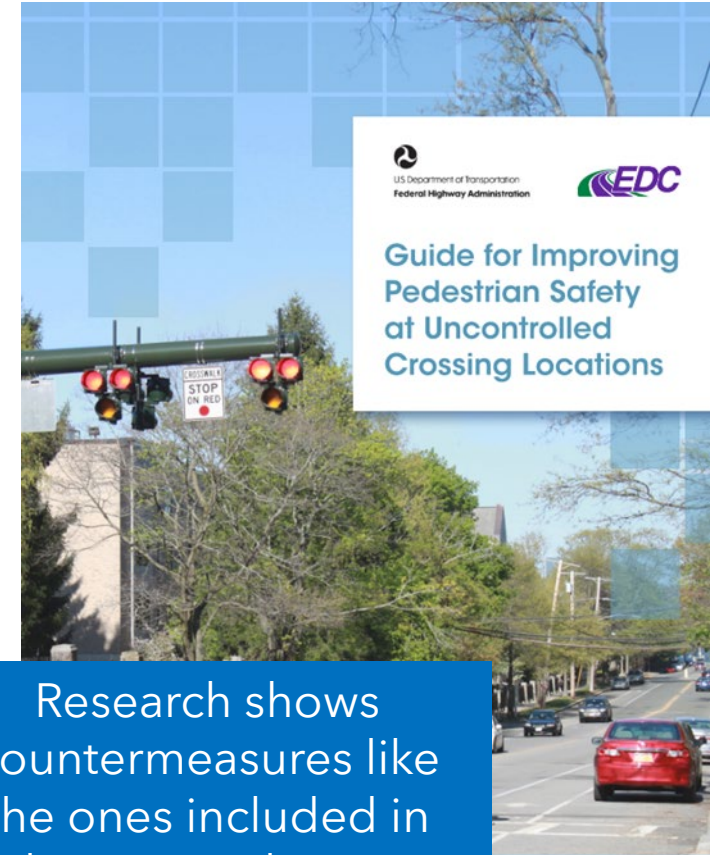
# Pedestrian Crash Data and Safety Concerns

# Need & Purpose

## Benefits to Pedestrians:

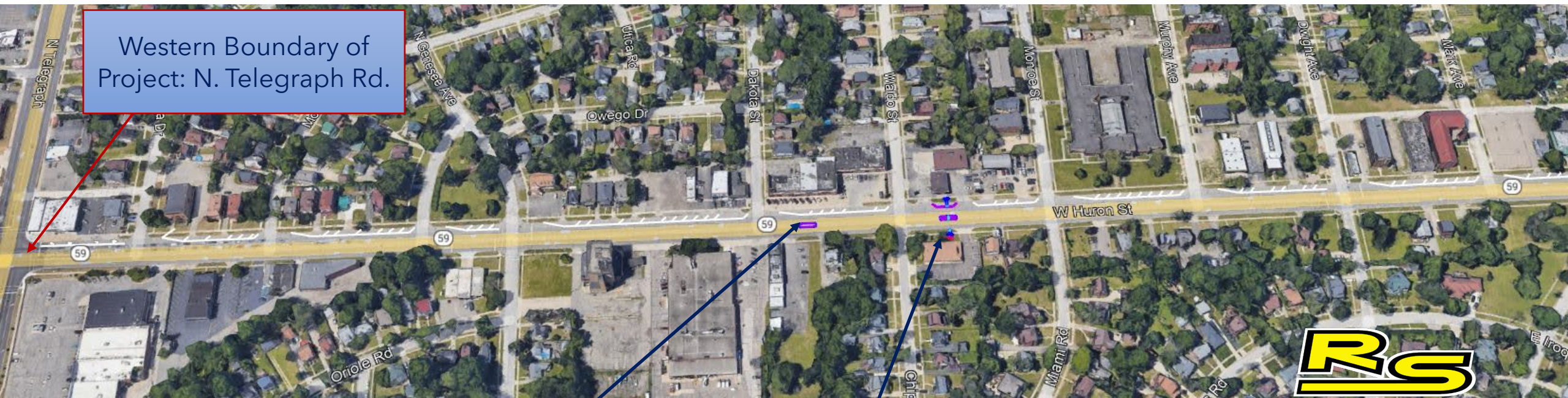
- Reduced Vehicle Speeds
- Reduction in Pedestrian Injuries
- Allows Pedestrians to Cross Only One Direction at a Time

Countermeasure	Crash Reduction Factor
Pedestrian Refuge Island	32%
High Visibility Markings	48%
Balanced Roadways	19-47%



Research shows countermeasures like the ones included in this project have a significant impact on pedestrian crash reduction.





Western Boundary of Project: N. Telegraph Rd.

Island between Waldo and Dakota

Ped crossing between Waldo/Chippewa and Monroe/Miami

# M-59 (Huron St.)







Eastern Boundary of Project: Woodward Loop

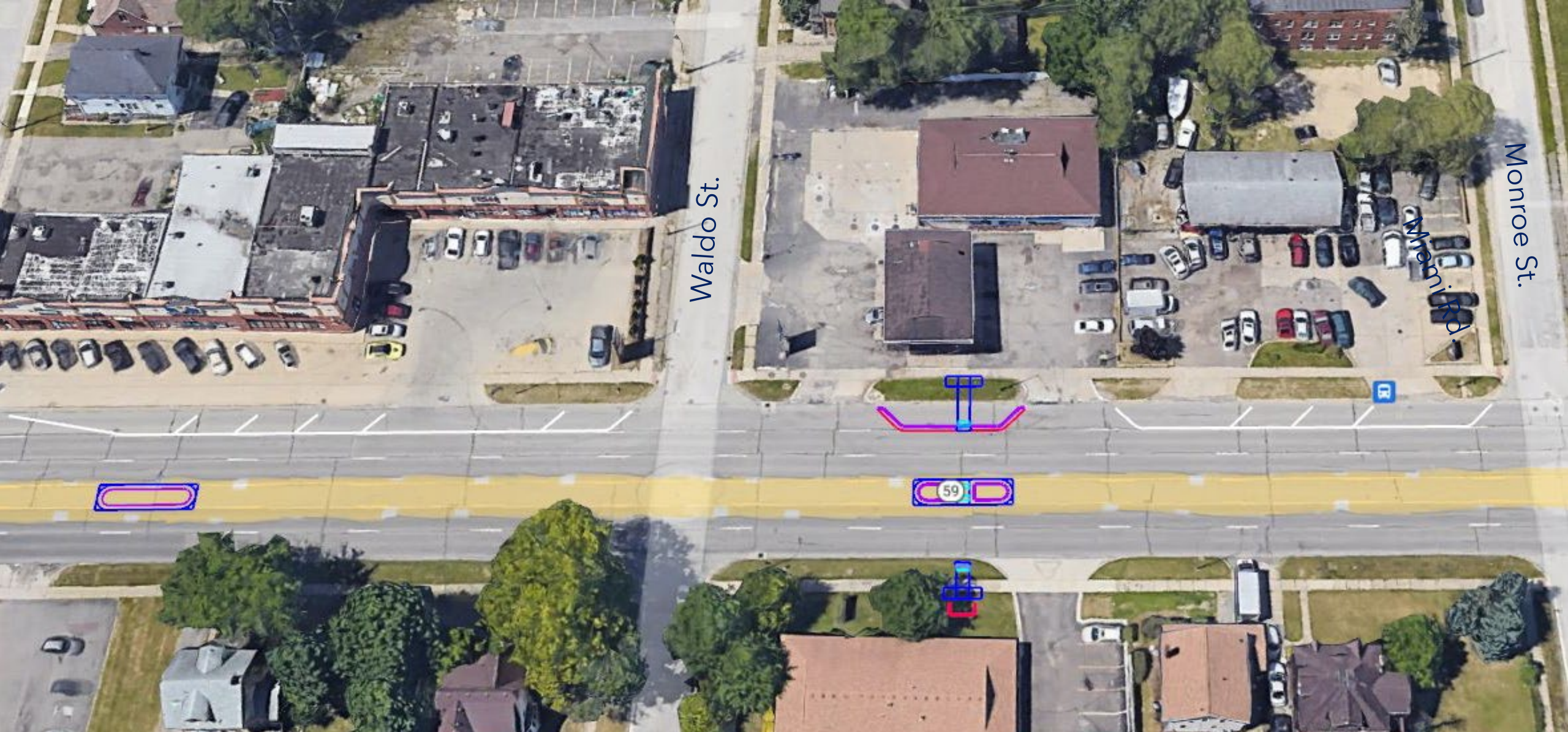
Ped crossing between Oneida and Lincoln

Ped crossing between Henderson and Palmer

# M-59 (Huron St.)







Waldo St.

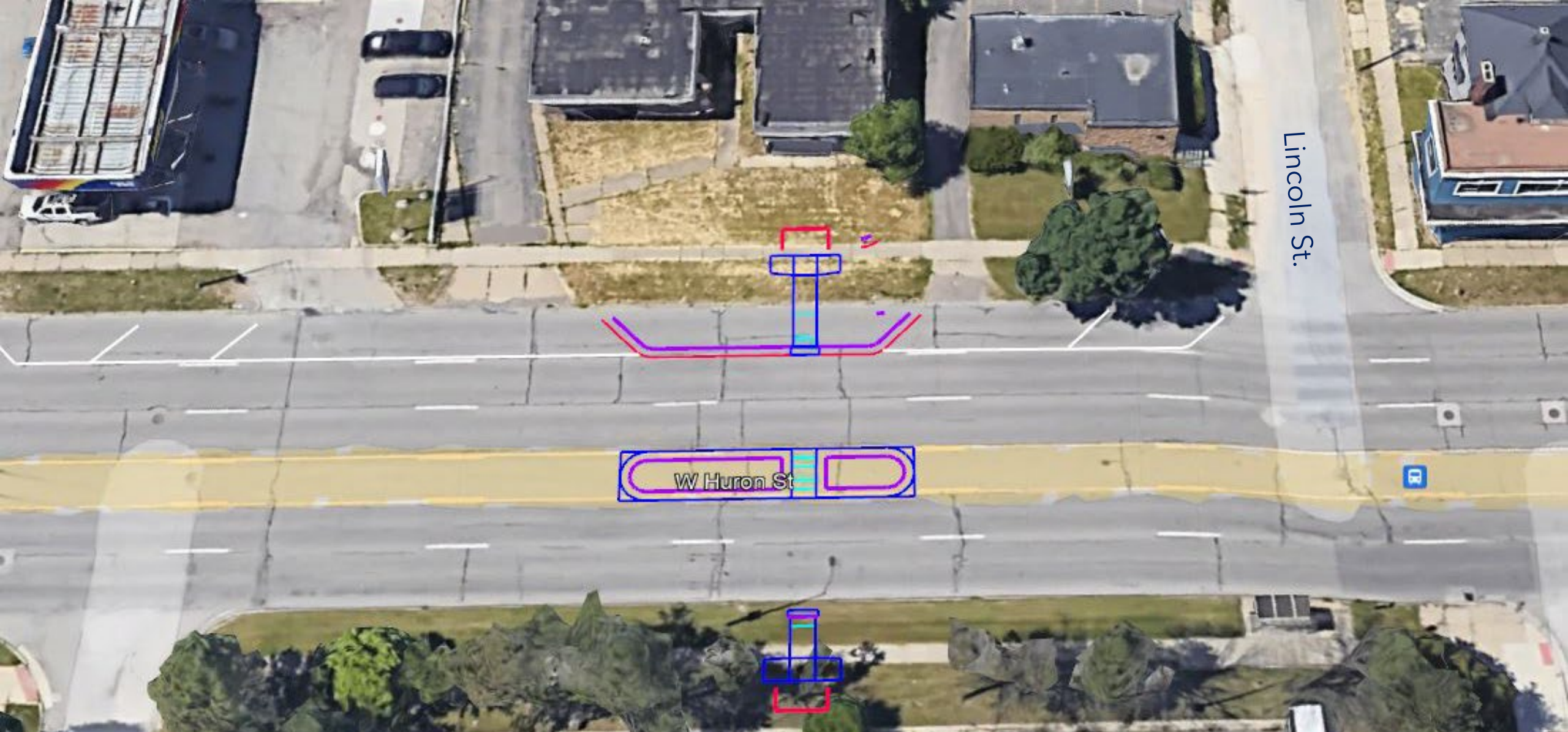
Monroe St.

Memi Rd.

Location 1, Location 2

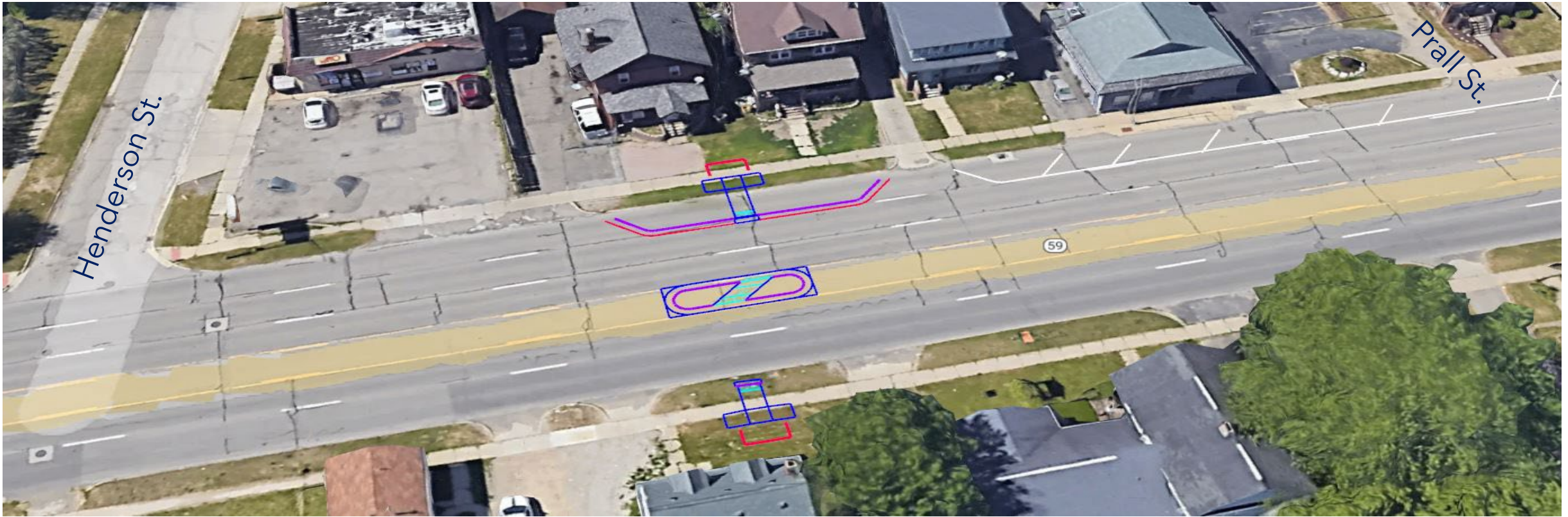






## Location 3





# Location 4



# Unbalanced Roadway



From Telegraph to Woodward Ave., there are 3 lanes Westbound, and 2 lanes Eastbound. There is potential for higher speed and sideswipe crashes associated with the additional lanes.

# Timeline



Construction:  
**2025**





**QUESTIONS?**



# Thank You

**MDOT,  
Oakland TSC**

**248-302-3781**

**800 Vanguard Dr.  
Pontiac, MI**



**#4**

**ORDINANCE**

CITY OF PONTIAC  
ORDINANCE NO. # \_\_\_\_\_

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

THE CITY OF PONTIAC ORDAINS:

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

**Sec. 01. Title.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



In the City. The City determines that the commercialization of marijuana 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 marijuana 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 marijuana in any form that is not in strict compliance with the MRTMA and the Marijuana Tracking Act, and all applicable administrative rules promulgated by the State of Michigan regarding the commercialization of marijuana. 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 marijuana 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 marijuana business arising out of, claimed to have arisen out of, or in any manner connected with the operation of a marijuana business or any claim based on an alleged injury to business or property by reason of a claimed violation of the federal Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1964(c).

D. Reservation.

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

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

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

**Sec. 03. Definitions.**

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

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

"Applicant" means a person who applies for a City-issued permit to operate a Marijuana Business in accordance with the terms of this Ordinance and the City zoning ordinance. With respect to disclosures in an application for a permit issued pursuant to this Ordinance for purposes of ineligibility for a permit and the transfer of an interest in an issued permit, the term "applicant" includes a managerial employee of the applicant, any person who holds ~~any~~ direct or indirect ownership interest ~~in the Marijuana Business, and 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 ~~entity~~ 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 marijuana grower" means a grower licensed to grow not more than 100 marijuana plants.

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

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

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

"Co-Locate" or "Co-Location" means any combination of growers, processors, retailers, social equity retailers, designated consumption, and Class A microbusiness establishments that are authorized by the City to operate as separate marijuana 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 marijuana plant by manual or mechanical means.

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

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

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

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

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

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

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

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

"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 (l) 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 282 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 marijuana, including certification for potency and the presence of contaminants.

"Secure Transporter" means a person licensed to obtain marijuana from marijuana establishments in order to transport marijuana to marijuana 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 marijuana 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 marijuana 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 marijuana 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 marijuana-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 marijuana 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 Marijuana 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 Marijuana Event, a description of drug and alcohol awareness programs to be provided by the applicant to customers and the public.

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

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

(33) An applicant for a Marijuana Secure Transporter license shall provide copies of the vehicle registration for all commercial motor vehicles that will be used to transport marijuana or marijuana-infused products. A secure transporter must provide proof of no-fault automobile insurance with a company licensed to do business in Michigan with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

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

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

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

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

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

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

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

(3) Neighborhood Communication/Education Plan on behalf of the proposed Marijuana Business. The plan 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 marijuana 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 Marijuana

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 Marijuana 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~~ is not currently in default of compliance with Article XXX, ~~and has received site plan approval from the City's~~



~~Community Development Department and has started construction of the medical marijuana provisioning center subject to receipt of a valid building permit from the City not less than 30 days prior to the application for Marijuana Retailer or Social Equity Retailer permit. 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 marijuana 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 marijuana provisioning center permit pursuant to City of Pontiac's Medical Marijuana 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 twentythree (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 marijuana industry by persons who reside in disproportionately impacted communities in those Michigan communities designated by

the State of Michigan, who have been disproportionately impacted by marijuana prohibition and enforcement, and to positively impact those communities, in accordance with MCL 333.27958(1)(j). The maximum number of scoring points in this category shall be fifteen (15) points.

(13) Whether an applicant demonstrates social equity participation and greater than 50% ownership by persons who reside in disproportionately impacted communities in those Michigan communities designated by the State of Michigan, who have been disproportionately impacted by marijuana prohibition and enforcement, and to positively impact those communities, in accordance with MCL 333.27958(1)(j). The maximum number of scoring points in this category shall be fifteen (15) points.

(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.

(i) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Class A Microbusinesses, awarding conditional permits to the five (5) highest scoring applicants 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 Marijuana Business must be provided at all times. In the event that any odors, debris, dust, fluids or other substances exit a marijuana 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 Marijuana 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 marijuana prohibition. Adult-use recreational marijuana 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 marijuana 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 marijuana 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 marijuana 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 Marijuana Business to produce documents, records, or any other material pertinent to the investigation of an applicant or permittee or to an alleged violation of this Ordinance or state law and rules. Failure to provide the required material may be grounds for application denial, or permit suspension or revocation.

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

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

(c) The City may temporarily suspend a Marijuana Business permit without a prior hearing if the City finds that public safety or welfare requires emergency action affecting the public health,

safety, or welfare. The City shall cause the temporary suspension by issuing a suspension notice in connection with institution of proceedings for notice and a hearing.

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

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

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

**Sec. 27. Severability Clause.**

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

**Sec. 28. Effective Date.**

This Ordinance shall become effective: (a) 30 days following the date of adoption, (b) the effective date of the amendment to ordinance #2360 (removing the prohibition of 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:

**#5**

# **RESOLUTION**



## OFFICIAL MEMORANDUM

---

**To:** The Honorable Pontiac City Council

**From:** Michael McGuinness, City Council President

**Date:** September 14, 2023

**CC:** Mayor Tim Greimel

**RE:** Council Resolution to approve 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.

---

During the fiscal year budget, City Council established the Office Assistant. This position was originally created as a place holder, and it was noted that modifications to this salary range may come later via a budget amendment.

This requested budget amendment below will reclassify the Office Assistant Position to an Administrative Assistant Position.





**Council Resolution to approve 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.**

**THEREFORE BE IT RESOLVED,** Council Resolution to approve 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.

**#6**

# **RESOLUTION**



## OFFICIAL MEMORANDUM

---

**To:** The Honorable Pontiac City Council

**From:** Michael McGuinness, City Council President

**Date:** September 14, 2023

**CC:** Mayor Tim Greimel

**RE:** Council Resolution to approve 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.

---

During the fiscal year budget, City Council established the Outreach Specialist Position. This position was originally created as a place holder, and it was noted that modifications to this salary range may come later via a budget amendment.

It is the position of this council to attract and retain top tier candidates and having access to the best talent. The economic conditions and the job market dynamics are consistently changing impacting salary norms. As a city we must be competitive with these trends to attract and retain top talent. This position directly, is a front facing position that will help residents with their suggestions, concerns, and feedback. A specialized skill set is required for this position to create optimal results for our residents.

This requested budget amendment below will fund the salary range modification for the Outreach Specialist Position.



**Council Resolution to approve 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.**

**THEREFORE BE IT RESOLVED,** That the Pontiac City Council approves 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.

**#7**

# **RESOLUTION**



## Flock Initiative

Darcy Leutzinger VP, Director of Security  
John Adams VP, Security

# Why Flock

Let's protect our neighborhood.  
Together.

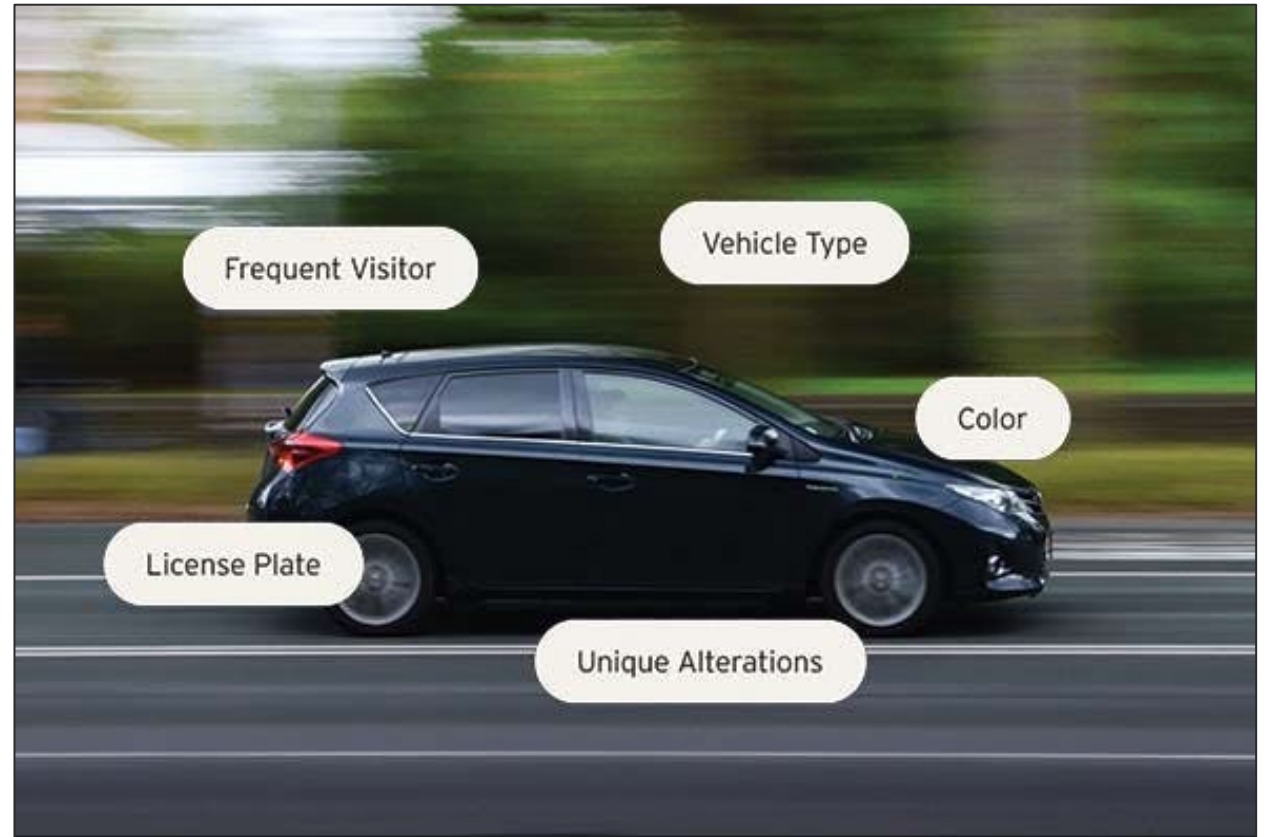


- Enhances the workplace safety and experience for both UWM team members and visitors to campus
- Enhances public safety through partnership with OCSO
- Provides UWM with advanced warning of a known vehicle that poses a threat to campus safety
- Assists in preventing unauthorized access to UWM's campus
- Used to detect, investigate, and prevent activities that may violate our policies



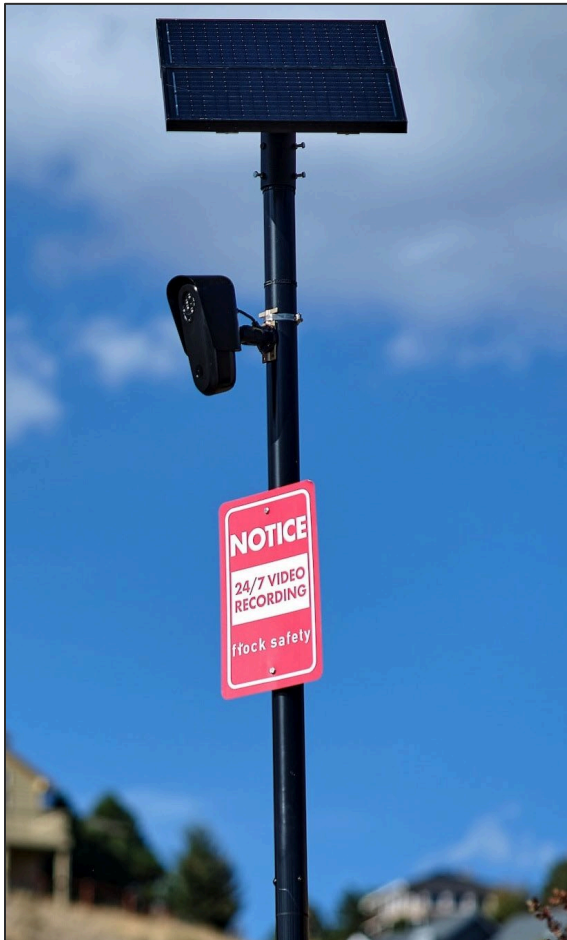
# Automated License Plate Readers

- The Flock Camera System is equipped with an Automated License Plate Reader
- Automated License Plate Readers capture computer-readable images of license plates and vehicles
  - This allows UWM to identify vehicles by:
    - License plate number
    - Vehicle color
    - Vehicle type
    - Frequent visitor
    - Unique car alterations
- No facial recognition capability



# Proposed UWM Campus Camera Locations

- 21 Flock Cameras located throughout UWM's campus





# Data and Privacy Policies

## UWM's "License Plate Reader" Policy and Procedures Addresses:

- 1) Authorized users and permissions
  - Authorized members of UWM's Security Team will control the camera system and have access to data
- 2) Permissible usage of Data
  - UWM owns this data, stored for 30 days
  - As a commercial user of Flock, we do not have access to law enforcement databases
    - Oakland County Sheriffs Office will have awareness and access in circumstances such as an Amber Alert
- 3) Data Sharing and Data Security
  - Flock will never share or sell this data to third parties
  - Secured with AES256 encryption with Amazon Web Services



### CHAPTER 35: LICENSE PLATE READERS

#### OVERVIEW

The UWM Security Team is responsible for the safety and security of our team members and utilizes a layered approach to keep our campus safe. License plate readers are an important layer by adding situational awareness and by proactively mitigating risk. These license plate readers shall only be used by approved team members and for approved purposes.

#### 35.1 SYSTEMS UTILIZED

- Flock Dashboard
- 24/7
- Resolver
- Avigilon

#### 35.2 VENDORS

- Flock Safety

#### 35.3 APPLICABILITY

All UWM Security team members.

#### 35.4 AUTOMATED LICENSE PLATE READERS

Automated License Plate Readers (ALPR) capture computer-readable images of license plates and vehicles, allowing the user to search by license plate, color, vehicle type, frequent visitor, or unique alterations. The captured computer-readable image and the details included within constitute ALPR Data.

#### 35.5 FLOCK ADMINISTRATOR AND AUTHORIZED USERS

The Physical Security IT Administrator will have technical oversight of our Flock System and Avigilon ALPR systems. The AVP (Technology/Command Center) of Security will have managerial and audit oversight of these systems. The following positions within the UWM Security Team are authorized ALPR users:

- Intelligence Analysts
- Command Center Analysts
- Team Leader, Command Center
- Physical Security IT Administrator
- AVP and VP Security Leaders

DATE UPDATED: 3/13/2023

OWNER: CORPORATE TRAINING

PROPRIETARY AND CONFIDENTIAL TO UWM - FOR USE BY UWM APPROVED PARTIES ONLY. NMLS #3038

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\*\*\*INTERNAL USE ONLY\*\*\*



# Questions

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**What questions can our team answer for you?**

**THANK YOU**



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

**RESOLUTION**

No. \_\_\_\_\_

At a Regular Meeting of the City Council of the City of Pontiac, Oakland County, Michigan, held at the 47450 Woodward Ave., Pontiac, MI 48342 on the 3<sup>rd</sup> day of October, 2023, at \_\_\_\_\_, p.m.

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

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

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

WHEREAS, United Wholesale Mortgage (UWM) operates its corporate campus in the City of Pontiac; and

WHEREAS, UWM provides security for its employees throughout its campus, including the operation of security cameras with license plate reading capability manufactured by FLOCK Group Inc.; and

WHEREAS, UWM has expressed an interest in expanding its FLOCK security system to include the public right-of-way adjacent to its corporate campus, and to share data from the expanded system with the Oakland County Sheriff's Department, enhancing public safety in Downtown Pontiac at no additional cost to the City; and

WHEREAS, the City of Pontiac has determined that a partnership with UWM for the installation of FLOCK cameras would benefit the public by providing enhanced public safety capabilities at no additional cost to the taxpayers.

**NOW THEREFORE, BE IT RESOLVED** that the City Council hereby authorizes a 3-year Pole Attachment and License Agreement between the City of Pontiac and United Wholesale Mortgage for the installation of twenty-one (21) FLOCK cameras at specific locations, subject to the issuance of a Right-of-Way Permit approved by the Department of Public Works.

ADOPTED: YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_





## LICENSE AND POLE ATTACHMENT AGREEMENT

### The City of Pontiac and United Wholesale Mortgage L.L.C.

This Agreement is made by and between the CITY OF PONTIAC, a Michigan Municipal Corporation with its principal place of business at 47450 Woodward Ave, Pontiac, MI 48342 (the "City"); and UNITED WHOLESAL MORTGAGE LLC, a Michigan Limited Liability Company with its principal place of business at 585 S Blvd E, Pontiac, MI 48341 ("UWM" or "Licensee") (collectively the "Parties") for the purpose of establishing terms, conditions, and procedures under which the Licensee shall have access to certain City-owned Structures as defined herein for the purpose of installing FLOCK Cameras and Automated License Plate Readers ("Equipment").

#### RECITALS

WHEREAS, the City owns and maintains certain Structures within the City; and

WHEREAS, the Licensee by and through affiliates owns certain real property located within the City, including but not limited to the properties commonly known as 585 South Blvd E, Pontiac, Michigan 48341, 700 South Blvd E, Pontiac, MI 48341, 2001 Centerpoint, Pontiac, Michigan 48341, 867 South Blvd E, Pontiac, Michigan 48341, and 777 South Blvd E, Pontiac, Michigan 48341, 707 South Blvd E, Pontiac, Michigan 48341 ("**UWM Property**"), as further described in Exhibit A; and

WHEREAS the Licensee seeks to install certain Equipment, specifically cameras with automated license plate reader (ALPR) capability in the public right-of-way for the purpose of enhancing security for its employees and visitors; and

WHEREAS, UWM has identified twenty-one (21) locations including fifteen (15) City-owned Structures and six (6) stand-alone FLOCK poles identified in **Exhibit A** upon which it seeks to install such Equipment as described and depicted in **Exhibit B**, with final installation as depicted in **Exhibit C**, such Exhibits being attached hereto and incorporated as part of this Agreement; and

WHEREAS, the City has deemed the installation of such Equipment to be mutually beneficial to both the Licensee and the public, to the extent that the presence of such equipment will enhance public safety and security in the downtown area; and

WHEREAS in furtherance of public safety, Licensee agrees that it will facilitate access to the data collected by the Equipment by law enforcement agencies, subject to the execution of a data sharing agreement between UWM and such agencies, including but not limited to the Oakland County Sheriff's Department ("**OCSD**").

NOW, THEREFORE, in consideration of the promises and of the mutual undertakings of the Parties and in conformity with applicable law, the Parties agree as follows:

#### 1.0. DEFINITIONS.

As used in this Agreement, the terms defined in this Section shall have the meanings set forth below.

- 1.1 Equipment – refers to cameras and Automated License Plate Readers as depicted in **Exhibit B**, and including the privately-owned "FLOCK Poles" used at six (6) locations described in **Exhibit A**

- 1.2 City-owned Structure or “Structure” – refers to utility poles owned by the City of Pontiac and located in the public right-of-way.

## **2.0. AGREEMENT**

- 2.1. The Licensee agrees that the installation of the Equipment will be accomplished by attaching a metal strand (band clamp) connecting the Equipment to the City Owned Structure or by mounting the equipment on a Flock Pole, both depicted in **EXHIBIT C**.
- 2.2. The installation, operation and maintenance of the Equipment will be performed at no cost to the City.
- 2.3. Licensee shall not place any equipment on the City’s structures for any purpose or at any location except as described in this Agreement.
- 2.4. Licensee shall be responsible for obtaining the necessary ROW permit for installation of the Equipment at the locations of the City Structures on which Licensee seeks to place and attach its equipment. The License granted under this Agreement authorizes Licensee to place equipment on the City’s Structure at the locations identified on **EXHIBIT A** but does not confer to Licensee any ownership rights to City property. Licensee agrees that neither it or any person or entity acting on its behalf will engage in any conduct which damages property in the vicinity of the City’s Structure, interferes in any way with the use or enjoyment of property at each location, or creates a hazard or nuisance on such property.

## **3.0 GENERAL PROVISIONS**

- 3.1 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties with respect to Licensee’s access to the Structure for the locations described on Exhibit A.
- 3.2 Responsibilities of Licensee. Licensee is responsible for the contractor(s) or employees it selects to install and maintain its equipment.
- 3.3 No Waiver. The failure by either Party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any License subject to this Agreement, shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a wavier or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.
- 3.4 Fees. Prior to installation of the Equipment, Licensee shall pay to the City: 1.) The necessary permit fees, and 2.) Legal fees incurred by the City to formulate this Agreement, in the amount of \$6,517.00.
- 3.5 Amendments Shall Be in Writing. The terms and conditions of this Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both Parties.

- 3.6 Survival of Obligations. Any liabilities or obligations of either Party for acts or omissions prior to the termination of this Agreement, any obligations of either Party under provisions of this Agreement relating to indemnification, limitations of liability, and any other provisions of this Agreement, which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement through any applicable statute of limitations period.
- 3.7 Severability. If any Article, Section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either Party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.
- 3.8 Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of Michigan.
- 3.9 Applicable Laws. The Parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state of Michigan, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties.
- 3.9.1 The City makes no representations to Licensee, or personnel performing work on Licensee's behalf, that the City's Structure, or any specific portions thereof, will be free from environmental contaminants at any particular time. Licensee agrees to establish appropriate procedures and controls to ensure compliance with all applicable environmental laws and regulations including, but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq*), the Toxic Substance Control Act (15 U.S.C. §§ 2601 *et seq*), the Clean Water Act (33 U.S.C. §§ 1251 *et seq*), and the Safe Drinking Water Act (42 U.S.C. §§ 300f- 300j).
- 3.10 No Third-Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. This Agreement shall not provide any person, not a Party hereto, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.
- 3.11 Subcontracting. If either Party retains or engages any contractor or subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through contractors or subcontractors. Licensee shall not permit any lien to be filed against the City's Structure for any labor or materials in connection with work of any character performed or claimed to have been performed in the City's Structure at Licensee's direction.

- 3.12 Authority. Each person whose signature (including e.g., an electronic signature) appears on the signature page represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 3.13 Counterparts. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

#### 4.0 TERM

- 4.1 This Agreement shall commence on the date last executed by the Parties and shall continue for a period of three (3) years (the “**Initial Term**”). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive periods of three (3) years each (each a “**Renewal Term**”), unless either party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the then-current term.

#### 5.0 SPECIFICATIONS

- 5.1 Compliance with Requirements, Specifications, and Standards. Licensee’s equipment placed on the City’s Structure shall be placed, constructed, maintained, repaired, and removed in compliance with this Agreement and in full compliance with the current (as of the date when such work is performed) editions of the following publications:
- 5.1.1 the National Electrical Safety Code (NESC), published by the Institute of Electrical and Electronic Engineers, Inc. (IEEE);
- 5.1.2 the National Electrical Code (NEC), published by the National Fire Protection Association (NFPA).
- 5.2 Licensee shall be responsible for ensuring that its Authorized Contractor has received the reasonable training necessary to safely perform any assigned work on or near the City’s Structure. Licensee agrees that its equipment placed on the City’s Structure shall be constructed, placed, maintained, and removed in accordance with Applicable Laws.
- 5.3 Replacement of Equipment/Routine Maintenance. Licensee may replace existing equipment with new equipment occupying the same City Structure with notice to, and approval from the City.
- 5.4 Responsibility for Emergency Repairs. Each Party is responsible for making and paying for emergency repairs to its own equipment and for formulating appropriate plans and practices enabling such Party to make such repairs.
- 5.5 Emergency Pole Damage or Replacement. When an emergency causes damage to a City Pole such that repair or replacement is required, the City shall work cooperatively with the Licensee to determine whether the Licensee or its Authorized Contractor will be available to transfer Licensee’s equipment. If Licensee’s Authorized Contractor is unable to do so immediately, the City is authorized to perform such emergency-necessitated reattachment on Licensee’s behalf. If reattachment is not practicable, the City may remove such equipment and store it in a public warehouse. If possible,

the City may call 248-833-5050 to coordinate the immediate return of the Licensee's Equipment.

- 5.6 Unserviceable Pole Replacements. The City shall give Licensee written notice of the need for Licensee to relocate its equipment as the result of a pole replacement. The notice shall state the date by which said relocation is to be completed. If Licensee does not complete such relocation within the time prescribed in the notice, the City or its contractor may remove the equipment. In no event shall the City be liable to Licensee for damages or other harm caused by or in connection with any such removal completed by the City and/or its contractor, except that caused by the gross negligence of the City and/or its contractor(s). If possible, the City may call 248-833-5050 to coordinate the immediate return of the Licensee's Equipment.
- 5.7 When Licensee no longer intends to occupy space on the City's Structure, Licensee will provide written notice to the City that it wishes to terminate the License with respect to such space and will remove its equipment from the space described in the notice. Licensee shall not abandon any of its equipment by leaving such equipment on the City's Structure. The City reserves the right to remove Licensee's equipment if Licensee's equipment is no longer in active use by Licensee.

## **6.0 PERMIT REQUIRED**

- 6.1 Prior to placing Equipment on the Structures covered by this Agreement, Licensee shall apply in writing for, and receive, a Right-of-Way permit from the City.
- 6.2 Licensee shall provide notice to the City indicating the completion of installation of its equipment in accordance with the City-approved Permit.

## **7.0 THE CITY INSPECTION OF LICENSEE'S EQUIPMENT AND NOTICE OF NON-COMPLIANCE**

- 7.1 Right to Make Inspections. The City shall have the discretionary right, but not the obligation to make inspections of Licensee equipment placed on the City's Structure to ensure ongoing compliance with the City permit issued for the installation.
- 7.2 Notice of Noncompliance/Bringing Equipment into Compliance. If, pursuant to an inspection, the City determines that Licensee's Equipment or any part thereof has not been placed or maintained or is not being used in accordance with the requirements of this Agreement, the City may send notice to Licensee specifying the alleged noncompliance. Licensee will acknowledge receipt of the notice as soon as practicable and shall bring its noncompliant equipment into compliance within such time mutually agreed upon in writing by the City and Licensee. If the violation creates a hazardous condition, Licensee must bring its equipment into compliance upon notification. Licensee shall notify the City when the equipment has been brought into compliance.
- 7.3 No Liability on the City. Neither the act of inspection by the City of Licensee's equipment nor any failure to inspect such equipment shall operate to impose on the City any liability of any kind or relieve Licensee of any responsibility, obligation, or

liability associated with the installation, Licensee's operation or maintenance of the Equipment.

- 7.4 Unauthorized Equipment. This License authorizes the installation of Equipment only at the locations described in this Agreement. Additional locations are permitted only by written amendment as mutually agreed by the Parties. If Licensee is notified by the City to remove unauthorized Equipment and fails to do so within time prescribed by the City, the City may remove such equipment and store it at Licensee's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Licensee for any injury, loss, or damage resulting from such actions. Moreover, Licensee shall reimburse the City for its costs in connection with such removal, storage, delivery, or other disposition of the removed equipment.

## 8.0 NOTICES

- 8.1 All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement ("**Notices**") must be in writing and addressed to the other Party at its address set forth on the signature page to this Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). All notices to Licensee require a separate copy to *LegalNotices@UWM.com*.

## 9.0 DATA RETENTION AND SHARING

- 9.1 UWM shall designate the Oakland County Sheriff's Department as an Authorized End User of the Data collected by the Equipment installed in the City of Pontiac under this Agreement (the "**Data**" or "**Records**").
- 9.2 For the avoidance of doubt, Licensee shall have no obligation to retain, maintain, or otherwise store any Data for the benefit of the City or any other third-party, including but not limited to, OCSO. The Data shall constitute the exclusive property of Licensee and Licensee shall be under no restrictions with respect to the Data.

## 10.0 DISCLAIMER OF WARRANTIES

THE CITY MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT THE CITY'S STRUCTURE IS SUITABLE FOR LICENSEE'S INTENDED USES OR IS FREE FROM DEFECTS. LICENSEE SHALL, IN EVERY INSTANCE, BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF THE CITY'S STRUCTURE FOR LICENSEE'S INTENDED USE.

## 12.0 INDEMNIFICATION

- 12.1 Definitions. The following terms shall have the described meanings when used in Section 12:
- 12.1.1 "The City" shall mean The City, as defined in the opening paragraph immediately preceding Section 1, its parents, subsidiaries, affiliates, agents, directors, and employees.

12.1.2 "Claims" shall mean any allegation, claim, demand, or lawsuit, of any kind and character, including but not limited to claims for property damage, personal injury, including sickness and disease, and/or death.

12.1.3 "Liability" shall mean any and all loss, damage, liability, settlement amount, judgment, order, award, cost, fee, fine, penalty, or expense, of every kind and character, including but not limited to costs of defense and attorneys' fees.

12.2 Licensee's Indemnification Obligations to the City: To the extent permitted by law, Licensee agrees that it will indemnify, hold harmless, and, on request, defend the City from any Claim or Liability arising out of the installation, Licensee's operation or maintenance of Licensee's equipment on the City's Structure and/or Licensee's access to or use of the City's Structure.

### **13.0 LIABILITIES AND LIMITATIONS OF LIABILITY**

13.1 The City Not Liable to Licensee for Acts of Third Parties or Acts of Nature. By affording Licensee access to the City's Structure, the City does not warrant, guarantee, or ensure the uninterrupted use of such Structure by Licensee. Licensee assumes all risks of loss, or damage (and the consequences of any such loss, or damage) to Licensee's Equipment placed on the City's Structure, and the City shall not be liable to Licensee for any damages to Licensee's equipment. If a Structure is damaged or otherwise unavailable due to an act of nature such as flood, fire, explosion, abnormal weather conditions or other event, the Parties will cooperate to relocate the Equipment to another suitable Structure as promptly as reasonably practicable.

### **14.0 INSURANCE**

14.1 During the Term of this agreement, Licensee will obtain and maintain the insurance required under this paragraph and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to conduct business in the State of Michigan.

14.1.1 Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and and \$2,000,000.0 aggregate. Coverage shall include an endorsement stating the City of Pontiac shall be named as additional insured. Coverage afforded is considered primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

14.1.2 Personal Property Insurance: Licensee shall be responsible for covering any loss to Licensee's personal property while on Licensed Premises. The City of Pontiac shall not be responsible for damage, theft, or loss of any type of property owned by Licensee.

14.1.3 Cancellation Notice: Policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal, shall be sent to the City of Pontiac.



## 15.0 ASSIGNMENT OF RIGHTS

- 15.1 Nothing contained in this Agreement shall be construed as granting Licensee the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or License subject to this Agreement to any third party.

## 16.0 TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

- 16.1 The Licensee may terminate this Agreement upon 60 days prior written notice to the City. In case of such termination, the Licensee shall promptly remove the Equipment from the City's Structures.
- 16.2 Licensee's access to the City's Structure shall not materially interfere with any equipment of the City or any Other User, cause material damage to the City's Structure or the equipment of any Other User, impair the use of the City Structure or the equipment of any Other User, or create serious hazards to the health or safety of any persons working on or near the City's Structure, or to the public. Upon reasonable notice and opportunity to cure, the City may limit, terminate, or refuse access if Licensee violates this provision.
- 16.3 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either Party, the aggrieved Party may give written notice of such claimed breach.
- 16.3.1 The complaining Party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given; and
- 16.3.2 The breaching Party fails to cure the breach within thirty (30) days of such notice, if the breach is one which can be cured within thirty (30) days; or
- 16.3.3 If the breach is one that cannot be cured within thirty (30) days, such other period of time as prescribed by the City, in writing, at its sole discretion.
- 16.4 Remedies for Breach. Subject to the provisions of this Section, either Party may terminate this Agreement in the event of a material breach by the other Party or exercise any other legal or equitable right, which such Party may have to enforce the provisions of this Agreement.

**\*\*\* Remainder of page intentionally left blank; signature page follows\*\*\***

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

**UNITED WHOLESALE MORTGAGE**

**CITY OF PONTIAC**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**ADDRESS:**

United Wholesale Mortgage, LLC  
585 South Boulevard East  
Pontiac, MI 48341  
ATTN: Legal Department  
Email: *LegalNotices@UWM.com*

47450 Woodward Ave, Pontiac, MI 48342  
  
Email: \_\_\_\_\_

EXHIBIT A

Map



EXHIBIT B  
Equipment Specifications  
Flock Safety Falcon





EXHIBIT C

Photos of Attached Equipment





**#8**

# **RESOLUTION**





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

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

**FROM:** Alex Zegarzewski, Department of Parks and Recreation

**DATE:** October 3, 2023

**RE:** **Council Resolution to Approve the Final Draft of the Pontiac Oaks Park Action Plan**

---

The City Council has heard the special presentation for the Park Action Plan of Pontiac Oaks Park on September 12<sup>th</sup> and held the first reading of the resolution on September 19<sup>th</sup>. Since the initial presentation on September 12<sup>th</sup>, Oakland County has added all the requested changes/additions, made by the City of Pontiac City Council, to the Park Action Plan.

After approving the second reading of this resolution, the City of Pontiac Administration will sign the authorization of this document, followed by Oakland County. This will officially signify the end of the transition period and Oakland County will then oversee maintenance and operations of Pontiac Oaks Park.



**Council Resolution to Approve the Final Draft of the Pontiac Oaks Park Action Plan**

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

**NOW, THEREFORE BE IT RESOLVED**, upon authorized signatures by the administration of the City of Pontiac and Oakland County, Oakland County will henceforth oversee the maintenance and operations of Pontiac Oaks Park.

The logo for Oakland County Parks features a stylized green and blue circular emblem on the left, followed by the word "OAKLAND" in large green capital letters and "COUNTY PARKS" in large blue capital letters below it.

# OAKLAND COUNTY PARKS

Pontiac Oaks  
Park Action Plan  
Hawthorne Park,  
City of Pontiac, Michigan



Approved by Oakland County Parks Commission: DATE TBD  
Approved by the Pontiac City Council – DATE TBD

**FINAL DRAFT DATE: 9/27/2023**



## ACKNOWLEDGEMENTS

### Oakland County Parks and Recreation Commission

Gary R. McGillivray, Chairman  
J. David VanderVeen, Vice Chairman  
Ebony Bagley, Secretary  
Christine Long, Executive Committee Member  
Yolanda Charles, Commissioner  
Amanda Herzog, Commissioner  
Andrea LaFontaine, Commissioner  
Jim Nash, Commissioner  
Nancy L. Quarles, Commissioner  
E. Lance Stokes, Commissioner

### Executive Leadership Team

Chris Ward, Director – Park and Recreation  
Melissa Prowse, Manager – Planning and  
Development  
Jim Dunleavy, Manager – Park and Recreation  
Operations

### City of Pontiac Mayor and City Council

Mayor Tim Greimel  
Councilwoman Melanie Rutherford, District 1  
Councilman Brett Nicholson, District 2  
Councilman Mikal Goodman, District 3  
Councilwoman Kathalee James, District 4  
Councilman William Parker, District 5  
Councilman William Carrington, District 6  
Councilman Mike McGuinness, District 7

### City of Pontiac Staff

Alex Zegarzewski – Parks Manager

Oakland County Parks and Recreation  
2800 Watkins Lake Road  
Waterford, MI 48328  
OaklandCountyParks.com

Oakland County Parks Staff Contacts – Planning and Resource Development  
Donna Folland, Supervisor (248) 736-9087 [follandd@oakgov.com](mailto:follandd@oakgov.com)  
Jess Whatley, Associate Planner (248) 494-2680 [whatleyj@oakgov.com](mailto:whatleyj@oakgov.com)

Oakland County Parks Staff Contacts – Park Operations  
Erik Koppin, Chief of Operations – South District (248) 909-7702 [koppine@oakgov.com](mailto:koppine@oakgov.com)  
Mike Boyd, Park Supervisor – Pontiac Oaks (248) 858-4637 [boydm@oakgov.com](mailto:boydm@oakgov.com)

Oakland County Parks Staff Contacts – Natural Resources and Nature Education  
Sarah Cook-Maylen, Chief of Nature and Environment (248) 343-1353 [maylens@oakgov.com](mailto:maylens@oakgov.com)

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# Introduction

Hawthorne Park resides on the ancestral, traditional, and contemporary lands of the Anishinaabe, known as the Three Fires Confederacy, comprised of the Ojibwe, Odawa, and Potawatomi. Evidence of a Native presence on and near the land includes its location along the Saginaw Trail, one of the most significant trails in Michigan, and the existence of a secondary trail just to the east.

In 1831 Levi Holden purchased the land that eventually became the park. In the 1850s he sold it to Myron Cobb who in 1860 traded the land and the farm he had developed on it for the farm of John Clemons. In 1869 Clemons sold the land to Charles C. McCarty who developed it into a successful horse farm that included a racetrack. McCarty sold the farm to Buddington Chapman in 1877 and the farm remained in the Chapman family well into the 1900s.

The state of Michigan eventually acquired much of the former Chapman land. In 1941 the City of Pontiac appears to have gotten around 93 acres of this land from the state. It is unclear how the land was deeded to the city. In 1952 the city of Pontiac deeded about 19 acres of this land to the School District of Pontiac. In 1953 Hawthorne Elementary was built on this land. The school was named after the author, Nathaniel Hawthorne, following a naming pattern used by the school district at the time. A few years later Hawthorne Park was developed near the school by the city of Pontiac.

Hawthorne Park is the largest park in the City of Pontiac. This 77-acre park has long been a popular spot in the city for residents to access Creger and Upper Silver lakes, gather with families, and enjoy nature in its large open spaces. Features of the park include a playground, pavilion, picnic areas, horseshoe pits, restrooms, fishing pier, boat ramp, and an 18-hole disc golf course.

Over the years, Hawthorne Park has suffered a lack of investment in its assets and reduced funding for routine maintenance. This disinvestment can be attributed to the economic and population decline in the city caused by changes in the automotive industry beginning in the 1980s, culminating in several years under the oversight of an Emergency Financial Manager appointed by the state and ending in 2013.

Throughout the difficult years, however, Hawthorne Park has been a well-loved park and has benefited from the dedication of local volunteers. Friends of the Pontiac Parks Association was formed in 2012 and has led the charge to clean up and beautify 29 of Pontiac's city parks, including Hawthorne Park, with bright new park signs and a Junior Ranger program.

Now, as the revitalization of Pontiac moves forward, Oakland County Parks (OCP) and the City of Pontiac have entered into the Pontiac Oaks Partnership agreement aimed at rejuvenating and maintaining Hawthorne Park. Under the terms of the Pontiac Oaks Partnership agreement, Oakland County will invest more than \$1.5 million to improve park facilities and assume long-term responsibility for park management and maintenance. The milestones leading to the Pontiac Oaks Partnership are described below and this Park Action Plan is intended to serve as a roadmap for both the city and the county for the future of Hawthorne Park/Pontiac Oaks.



## Oakland County Parks and Recreation Master Plan

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The Oakland County Parks and Recreation Master Plan 2023-2027 updated the vision of Oakland County Parks (OCP) to focus beyond the parks currently managed by OCP to ensuring that all Oakland County residents experience the benefits of recreation.

*“Everyone in Oakland County has access to a park, public space, or recreational opportunity to relax, be active, socialize, and connect with nature.”*

The Recreation Master Plan went further to identify four core values that would be the basis for decisions and strategies in the coming five years.

- *Diversity, Equity, and Inclusion: Ground all actions and decisions in equity and justice and provide parks and recreation services that feel safe and welcoming to everyone.*
- *Health and Wellness: Increase access to the spaces and experiences that promote physical, mental, and social health for all.*
- *Environmental Sustainability and Natural Resources Stewardship: Plan, build, and operate our parks and services in a sustainable manner while collaborating with local communities. Care for the natural environment, preserve land and open space for future generations, meet current recreation needs without compromising the future, and build community resilience and adaptation to climate change.*
- *Fiscal Responsibility and Organizational Excellence: Implement our mission with a robust, innovative, and diverse parks and recreation organization and ground our decisions in sound fiscal policy.*

These core values are the foundation for new community partnerships to enhance the access and quality of recreation in local communities in Oakland County. (OCP 1/26/2023)

## Healthy Communities Park and Outdoor Recreation Investment Plan

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In October 2022, the Oakland County Board of Commissioners approved allocation to the Oakland County Parks and Recreation Commission for \$15M in Oakland County American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds to invest in park and outdoor recreational spaces. OCP agreed to match the ARPA allocation with a minimum amount of \$5.2M (OCP 1/26/2023).

Approximately 60% of this funding was designated for investment in community parks with the remainder to be invested in existing OCP parks. Investment in community parks has the following objectives:

- Transform and eliminate historic inequities in the distribution of the benefits of the Oakland County Parks system and significantly enhance our capacity to serve residents of densely populated, diverse core urban cities.
- Rejuvenate municipal parks that are underutilized due to existing conditions that compromise accessibility, participation, and use by residents, including outdated or inoperable recreation equipment and facilities, deteriorating infrastructure, and disinvestment and underutilization of natural resources/park amenities.
- Sustain the one-time investment of ARPA funding through partnerships that will incorporate four existing municipal parks into the Oakland County Parks system, securing long-term, ongoing investments from OCP in park facilities and maintenance.
- Expand accessibility and use of existing community park facilities to serve regional recreational needs.



- Make investments in park infrastructure that will have the greatest impact in improving the health and well-being of our residents.
- Provide much needed financial aid to chronically underfunded communities to address priority local park and outdoor recreation needs.

Prior to the BOC approval of the Healthy Communities Investment Plan, the City of Pontiac and OCP signed a [Letter of Intent](#) that signified their intention to develop a partnership to invest Oakland County ARPA funds in improvements at Hawthorne Park and for OCP to operate the park for an agreed period of time (City of Pontiac and County of Oakland 9/7/2022).

## Interlocal Partnership Agreement

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The City of Pontiac and OCP negotiated and signed an [Interlocal Partnership Agreement](#) that details the long-term relationship intended to improve Hawthorne Park for the residents of Pontiac and Oakland County, to be managed by OCP as Pontiac Oaks County Park. This Park Action Plan and its component parts are requirements of the Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023). The Park Action Plan is described in Section 4.7, quoted below:

*4.7. Park Action Plan. By November 30, 2023, OCPRC shall create a Park Action Plan. The Park Action Plan shall be created pursuant to OCPRC's current policies and procedures but shall include provisions related to Hawthorne Park contained in the 2021-2025 Pontiac Parks and Recreation Master Plan. Once completed, OCPRC shall submit the Park Action Plan to the City Representative for comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative and a majority vote of the City's City Council. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Master Plan. OCPRC Representative shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative and a majority vote of the City's City Council.*

The Park Action Plan fulfills multiple requirements provided by the Interlocal Partnership Agreement. The table below relates the chapters of the Park Action Plan to individual sections of the Interlocal Partnership Agreement.

Park Action Plan Section	Interlocal Partnership Agreement Reference / Notes
Introduction	4.7 Park Action Plan
Community Context	
Community Engagement	3.3.4 Park Planning – section indicates the requirement for 2 community forums during the Transition Period
Existing Conditions	3.2.1. Grants & Endowments 3.2.2. Agreements between City and Third Parties 3.3.3. Premises Inspections
Environmental Condition	3.4 Environmental Condition 3.4.1 Environmental Assessments 3.4.2 Copies of Environmental Assessments
Strategic Plan	2.6 Designation of Park & Name of Park 3.3.4 Park Planning

Park Action Plan Section	Interlocal Partnership Agreement Reference / Notes
	3.3.5 Park Programming 4.4 Park Improvement Projects 4.5 Park Maintenance/Repairs 4.7. Park Action Plan – section indicates plan shall include provisions related to Hawthorne Park contained in the 2021-2025 Pontiac Parks and Recreation Master Plan. 4.10 Park Access/Parking 4.13 Park Security 4.14 Signs 4.16 Future Real Property Acquisition 5.5 Park Grants
Park Operations and Maintenance Plan	1.13 Park Fees and Charges 1.14 Park Revenue 4.3 Park Management and Operations 4.6 Park Utilities and Services 4.8 Park Operations and Management Plan 4.10 Park Access/Parking 4.12 Park Rules 4.13 Park Security 4.15 Volunteers 4.17 Sponsorship of Events/Programs at Park by Third Parties 4.18 Use of Park by Third Parties 4.19 Use of Park by the City 5.2 Establishment of Park Fees & Charges 5.3 Park Revenue 5.4 Annual Accounting and Audits
Capital Improvement Plan	1.2 Capital Improvement Project 4.4 Park Improvement Projects 4.9 Park Capital Improvement Plan 5.1 Initial OCPRC Investment

The final sections, provided for reference, include:

- Letter of Intent (9/7/2022)
- Interlocal Partnership Agreement (6/23/3023)
- Transition Period Plan (6/28/2023)
- Boundary Survey(4/27/2023)
- Updates from Previous Draft (9/1/2023)
- Pontiac City Council Approval (10/3/2023)
- References
- End Notes

Appendices, provided separately, include:

- A. Public Engagement Report

# Community Context

## Introduction

Hawthorne Park is in the northwest corner of the City of Pontiac, the most diverse city in Oakland County. Our primary focus is on the residents of Pontiac and their access to the park. Understanding Pontiac’s demographic characteristics will help us evaluate if our community engagement is reaching the people of Pontiac and if Pontiac residents are accessing and enjoying the park features and activities at the park.

Because Oakland County Parks (OCP) is a county agency, we also provide a data analysis of all Oakland County residents and all households within a 10-minute drive of the park.

## Community Description – City of Pontiac

The City of Pontiac, located about 20 miles northwest of Detroit, is the county seat of Oakland County and a part of the Metro Detroit metropolitan area. Pontiac has a total area of 20.29 square miles. Pontiac is bounded by the City of Auburn Hills to the east and north, the City of Lake Angelus to the north, the Charter Township of Waterford to the west, and the Charter Township of Bloomfield to the south.

Founded in 1818, Pontiac was the second European-American organized settlement in Michigan near Detroit, after Dearborn. Pontiac is part of the former Pontiac Township, which now includes the cities of Pontiac, Lake Angelus, and Auburn Hills. The last remaining portion of the township incorporated as the city of Auburn Hills in 1983.

In 2023, Pontiac has a population of 62,749 people. It is the most diverse city in Oakland County, with a Diversity Index of 78 compared to 54 for Oakland County. The Diversity Index from Esri represents the likelihood that two persons, chosen at random from the same area, belong to different races or ethnic



groups. The city has a majority non-white population, with 50% Black/African American and 12% reporting two or more races. The Hispanic population is 10%, with 16% of the population speaking Spanish in the home. The median household income for Pontiac residents is \$38,810, with 30% of households below the federal poverty level.

The City of Pontiac owns 36 public parks and/or recreational facilities, totaling 530.26 acres of land. The *5-Year Park and Recreation*

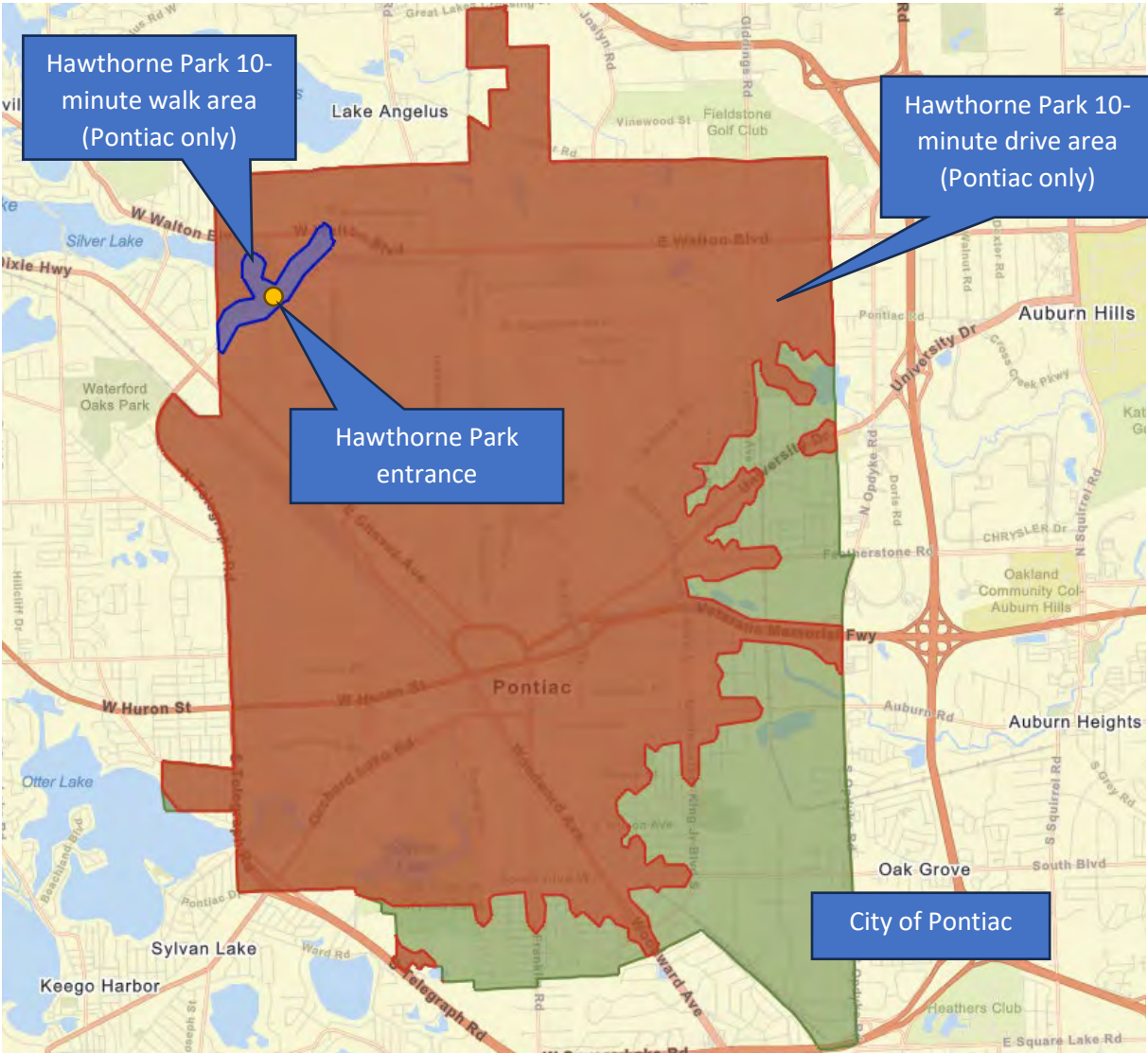


Master Plan, adopted by the City Council on January 29, 2021, inventories these recreation sites, and sets goals for future improvements. Hawthorne Park is one of eight community parks identified in the Recreation Master Plan that is focused on meeting community-based recreation needs, as well as preserving unique landscapes and open spaces (Pontiac 1/29/2021).

### Data Tables and Charts: Pontiac residents only<sup>1</sup>

This section compares data within the City of Pontiac: Pontiac residents within a 10-minute walk of Hawthorne Park, Pontiac residents within a 10-minute drive of Hawthorne Park, and all Pontiac residents. The map below shows the three geographic areas being compared.

Figure A: Hawthorne Park map for demographic analyses (Pontiac residents only)



<sup>1</sup> Data source: ESRI Business Analyst

Table 1: Population and household income (Pontiac residents only)

Geography	2023 Total Population	2023 Median Household Income	2021 Total Households
Hawthorne Park (10-minute walk)	51	\$41,176	18
Hawthorne Park (10-minute drive)	52,290	\$40,479	20,165
Pontiac City, MI	62,479	\$38,810	24,548

Table 2. Demographic comparison – Diversity Index (Pontiac residents only)

Geography	2023 Diversity Index
Hawthorne Park (10-minute walk)	72
Hawthorne Park (10-minute drive)	81
Pontiac City, MI	78

Figure B: Demographic comparison – Race and ethnicity (Pontiac residents only)

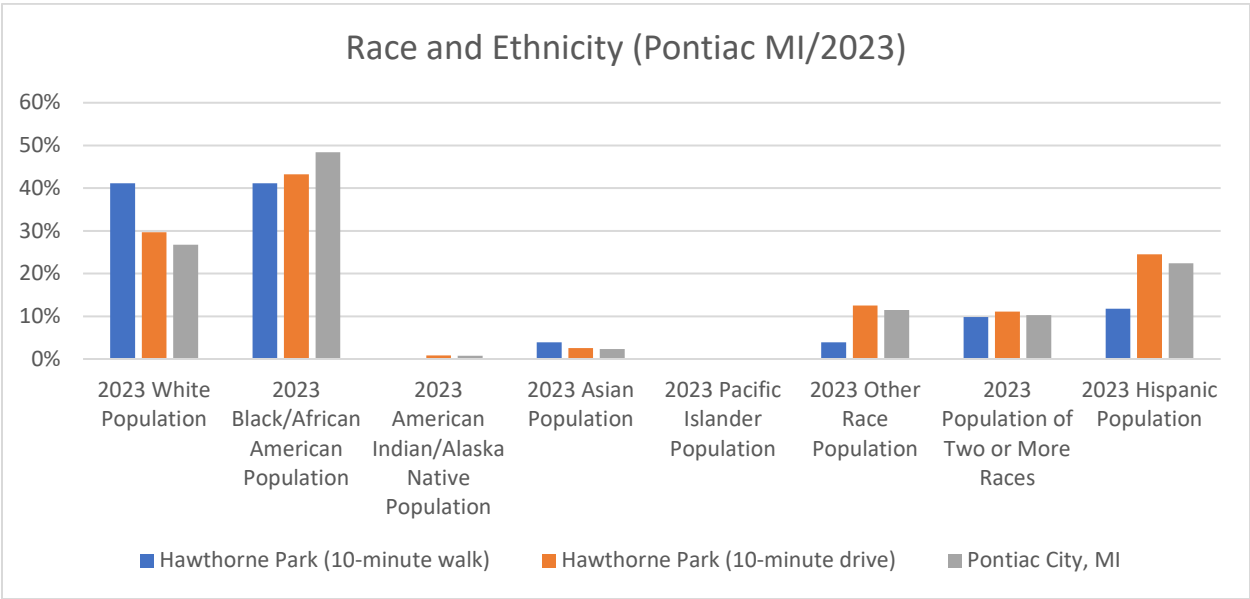


Figure C: Demographic comparison – Languages spoken in the home (Pontiac residents only)

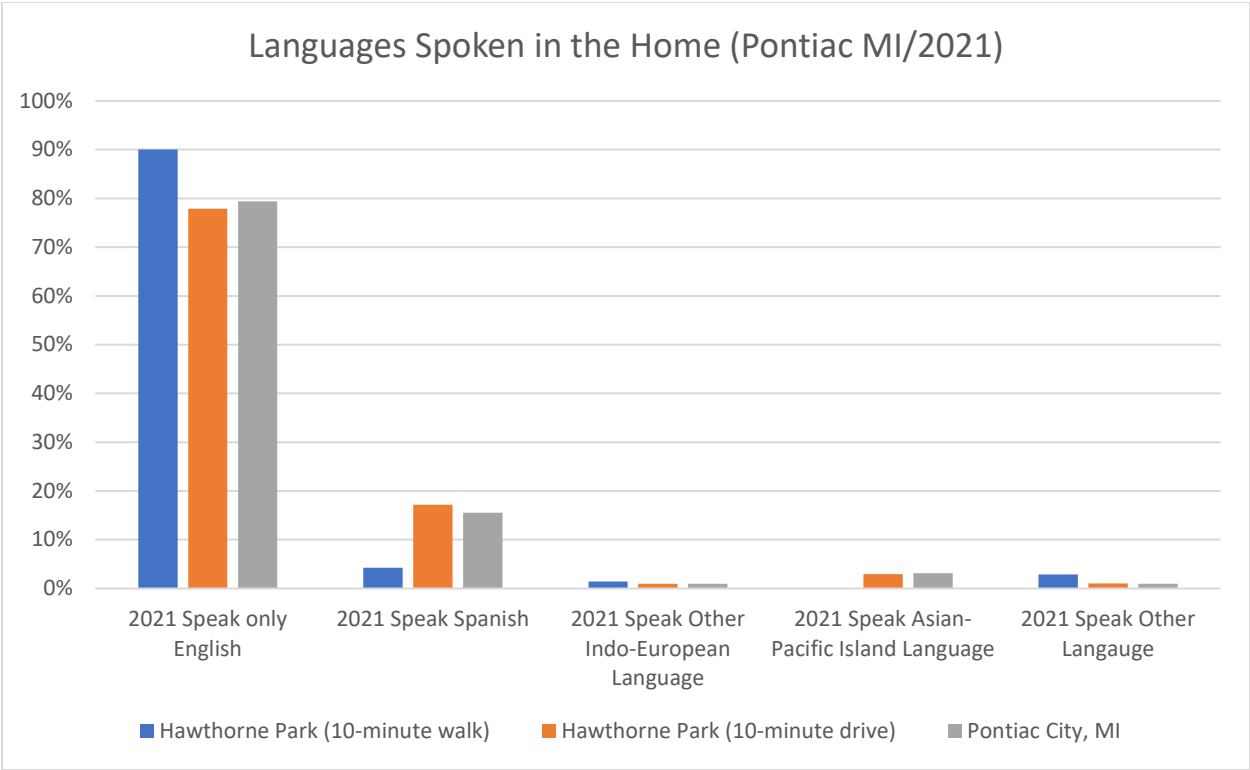


Figure D: Demographic comparison – Age distribution (Pontiac residents only)

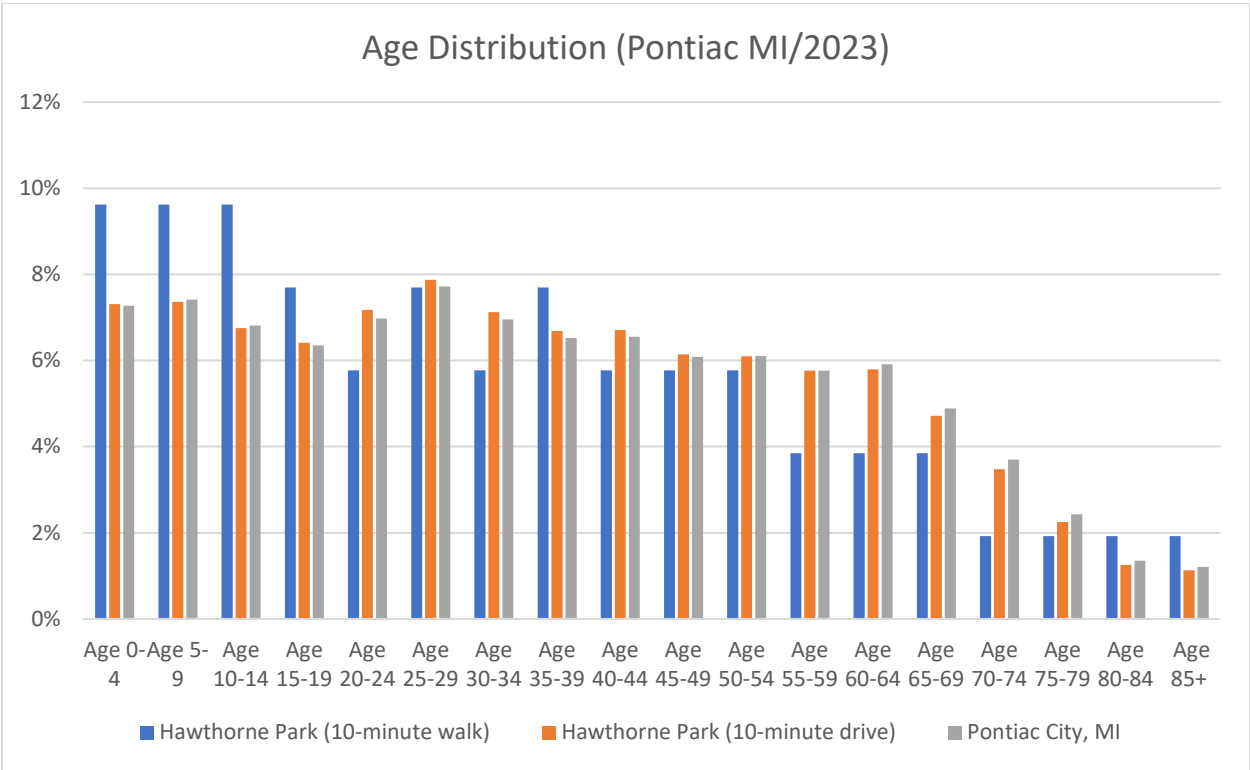




Figure E: Demographic comparison - Income distribution (Pontiac residents only)

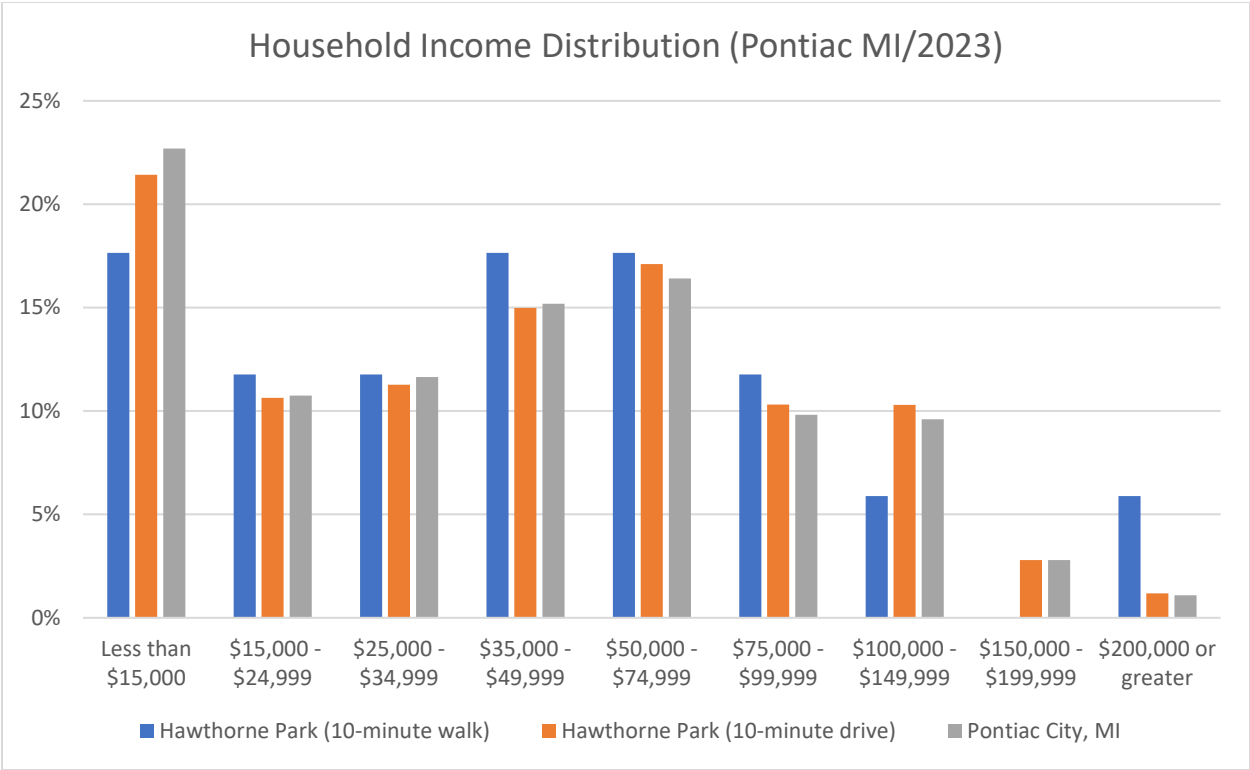
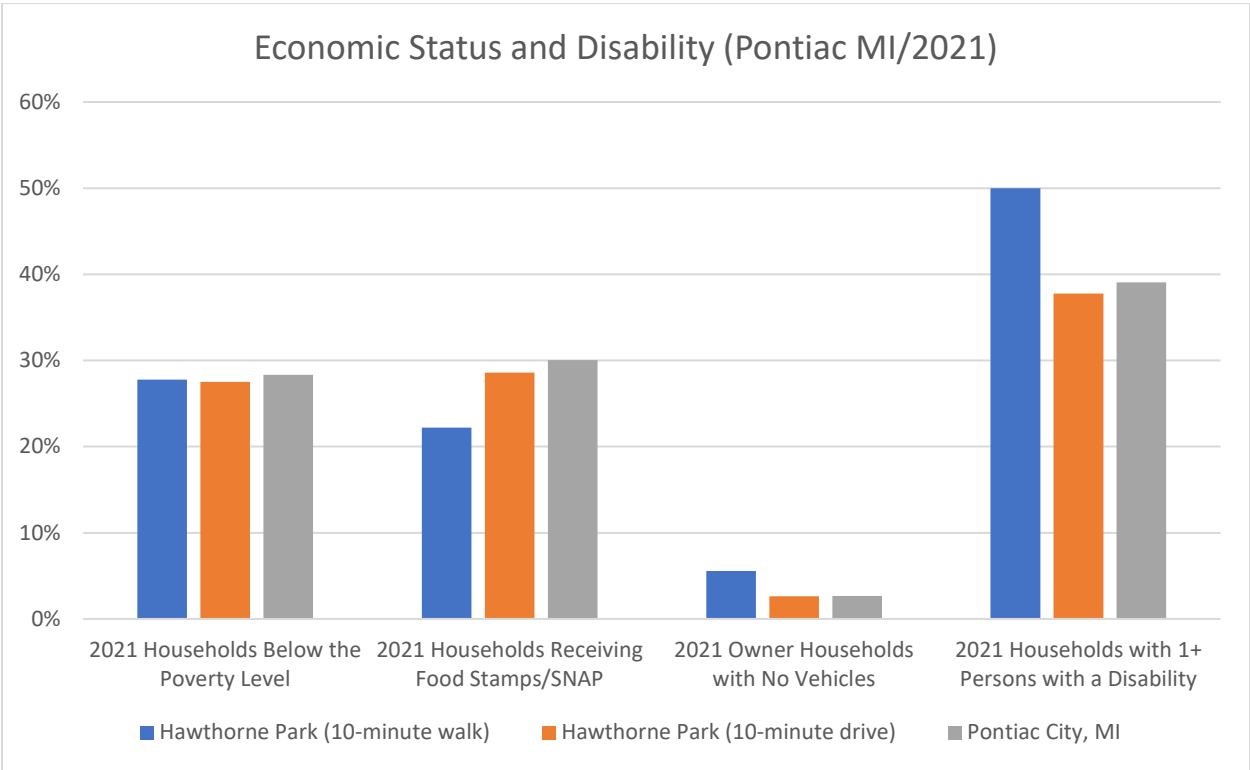


Figure F: Demographic comparison – Economic status and disability (Pontiac residents only)



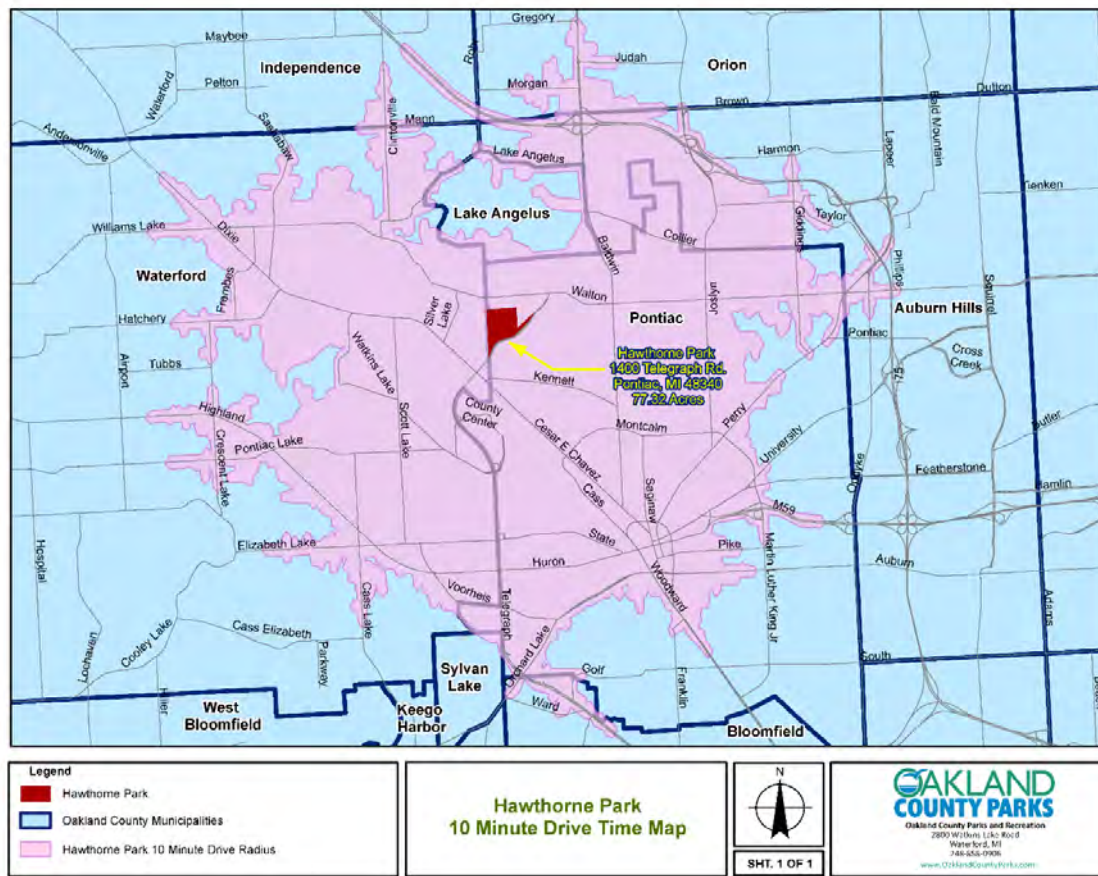


## Data Tables and Charts: Pontiac, 10-Minute Drive-Time, and Oakland County<sup>2</sup>

As a county parks agency, we consider the demographic characteristics of people living within a 10-minute drive of the park and within Oakland County as a whole. The 10-minute drive time area includes most of Pontiac and parts Waterford Township, Auburn Hills, and Lake Angelus. The population within the 10-minute drive of Hawthorne Park is 103,000 people. For comparison, the demographic data for the city of Pontiac is also reported in this section.

The 10-minute drive time area is slightly less diverse than the City of Pontiac and more diverse than Oakland County with a diversity index of 73 compared to 54 for Oakland County and 78 for Pontiac. 24% of the population is Black/African American, compared to nearly 50% in Pontiac and 14% in Oakland County. Like Pontiac, the Hispanic population is 10%, but with fewer speaking Spanish in the home – 11% for the area compared with 16% in Pontiac. The median household income for residents of this area is \$56,094, with 18% of households below the federal poverty level.

Figure G: Hawthorne Park 10-minute drive time area



<sup>2</sup> Data source: ESRI Business Analyst

Table 3: Population and household income

Geography	2023 Total Population	2023 Median Household Income	2021 Total Households
Pontiac City, MI	62,479	\$38,810	24,548
Hawthorne Park (10-minute drive)	110,590	\$56,094	45,135
Oakland County, MI	1,285,938	\$91,020	520,393

Table 4. Demographic comparison – Diversity Index

Geography	2023 Diversity Index
Pontiac City, MI	78
Hawthorne Park (10-minute drive)	73
Oakland County, MI	54

Figure H: Demographic comparison – Race and ethnicity

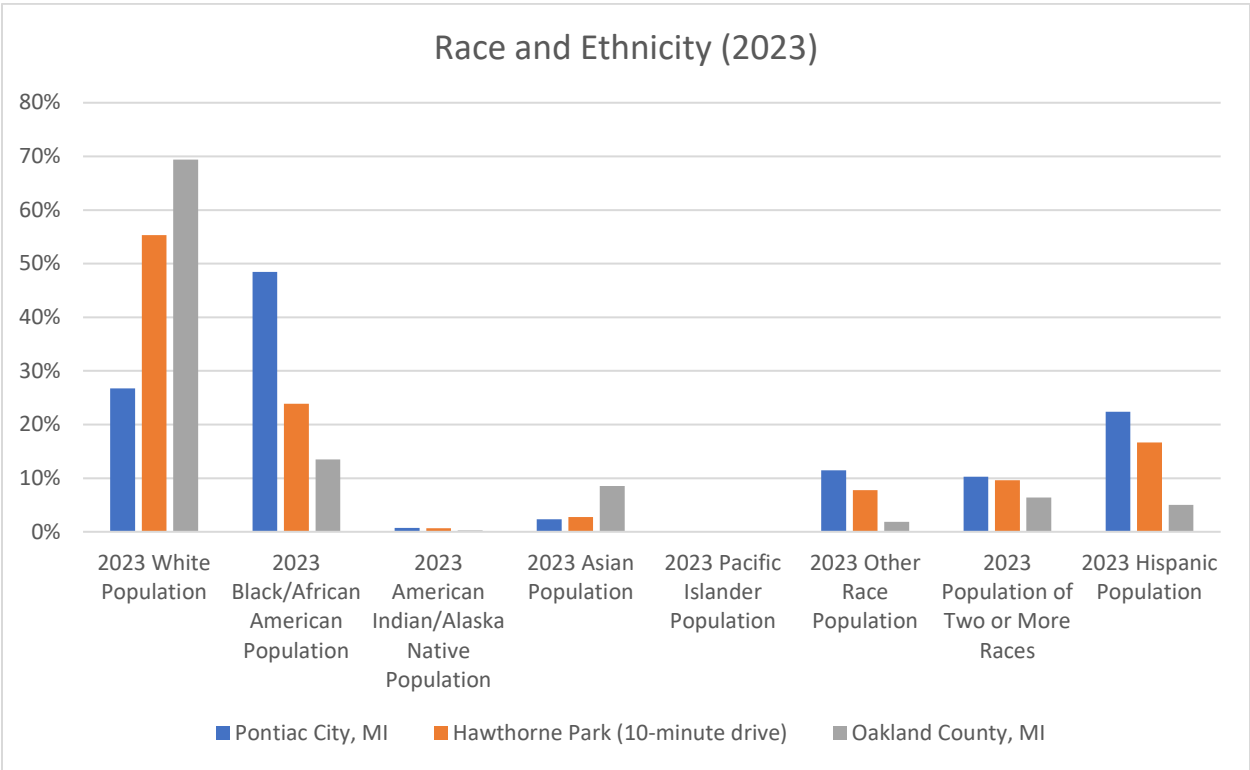


Figure I: Demographic comparison – Languages spoken in the home

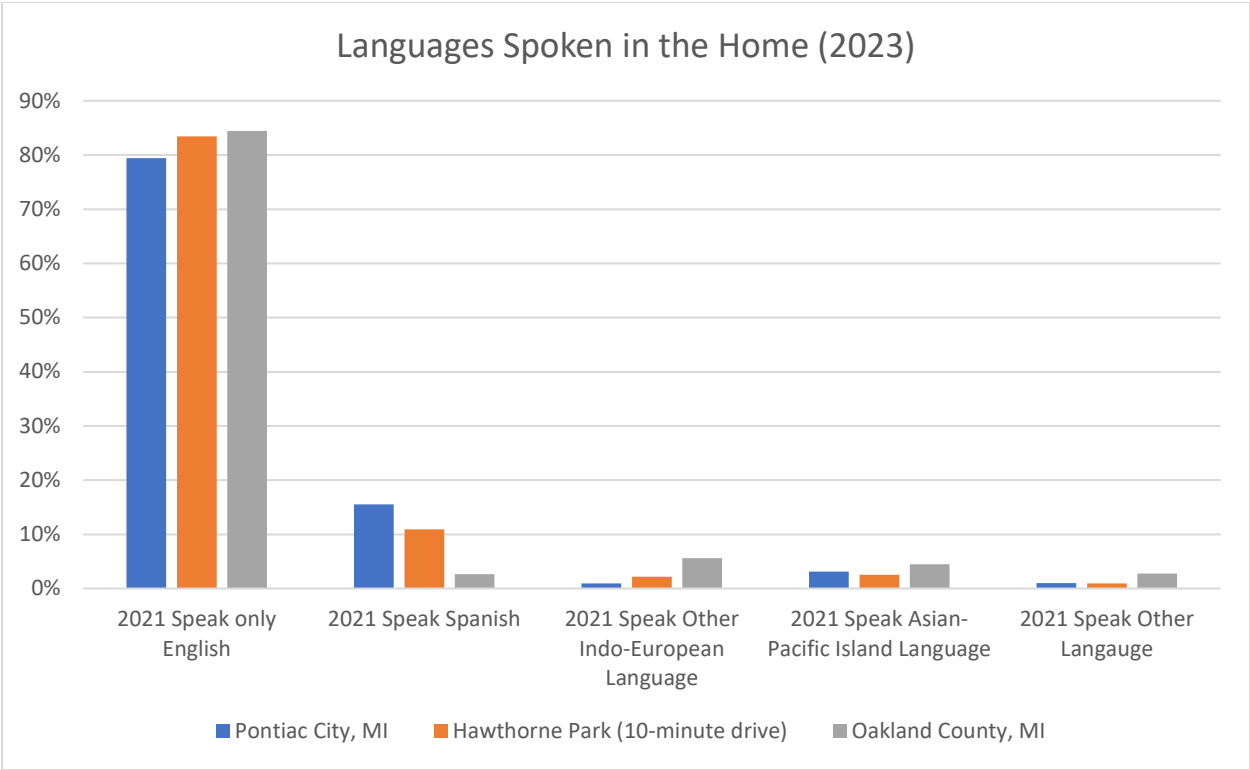


Figure J: Demographic comparison – Age distribution

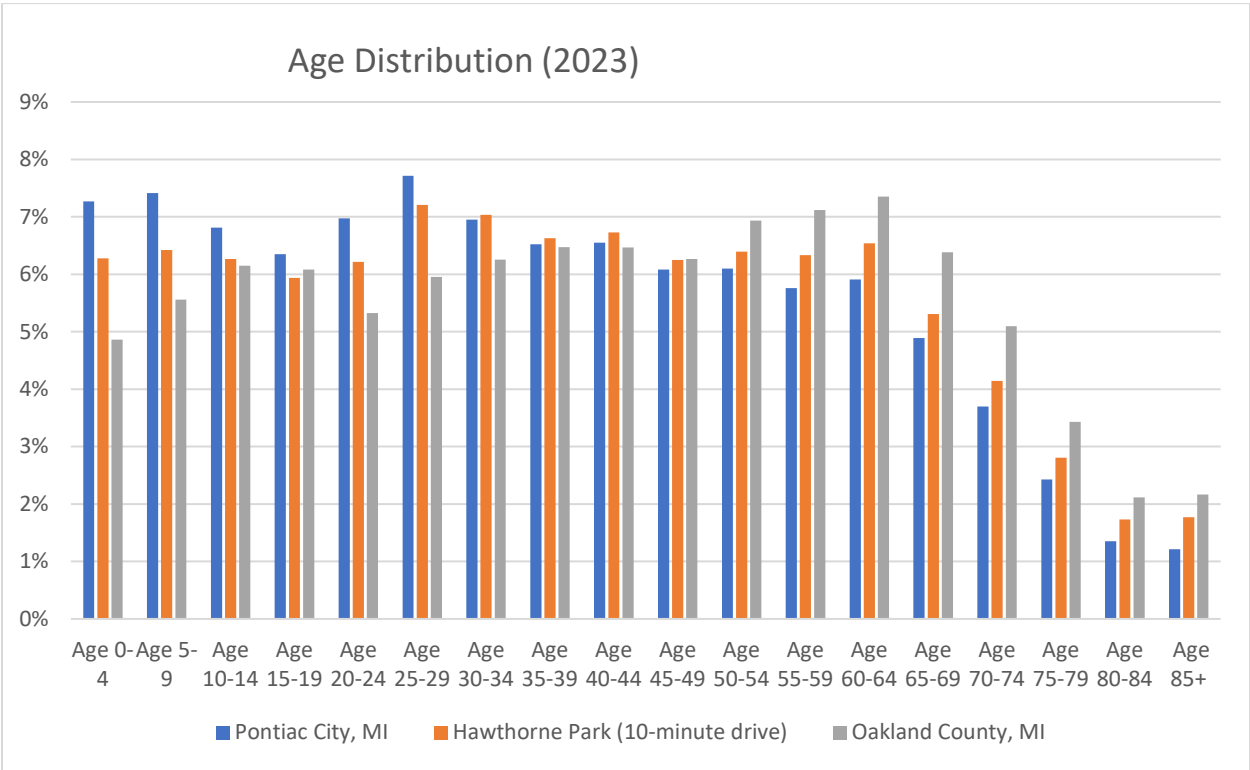


Figure K: Demographic comparison - Income distribution

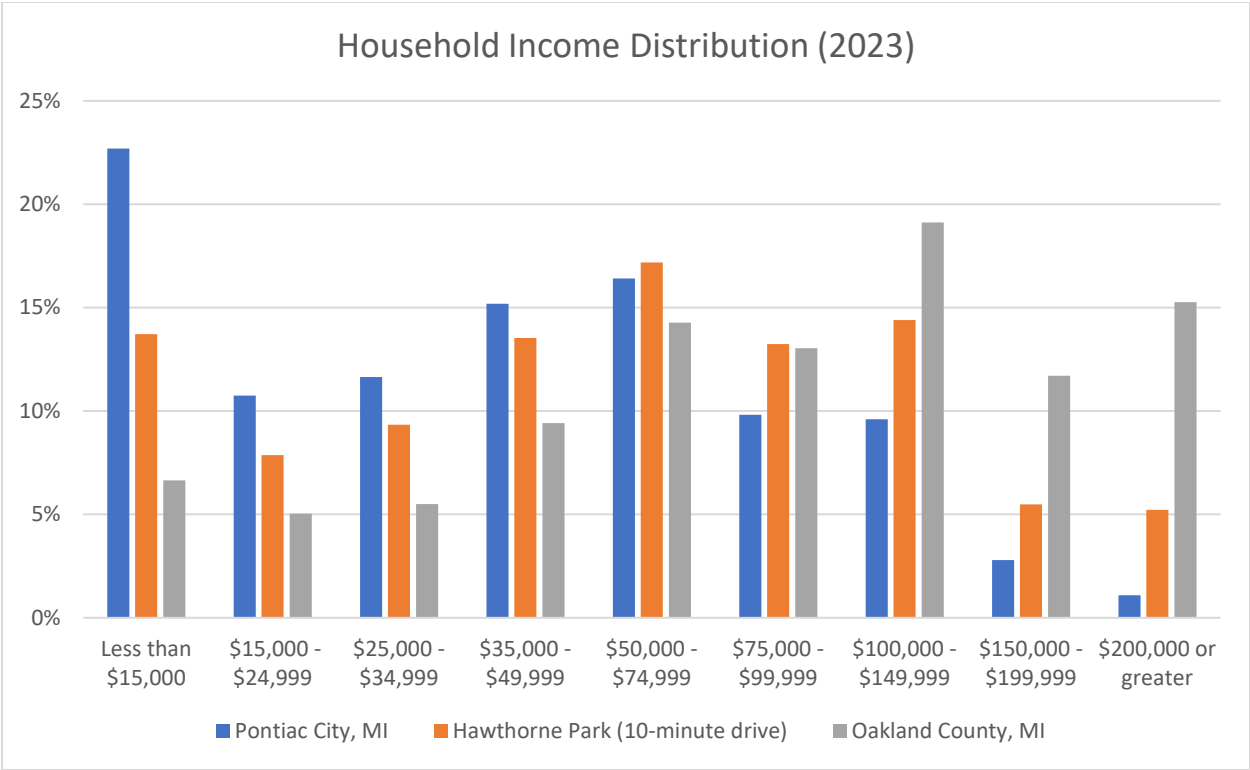
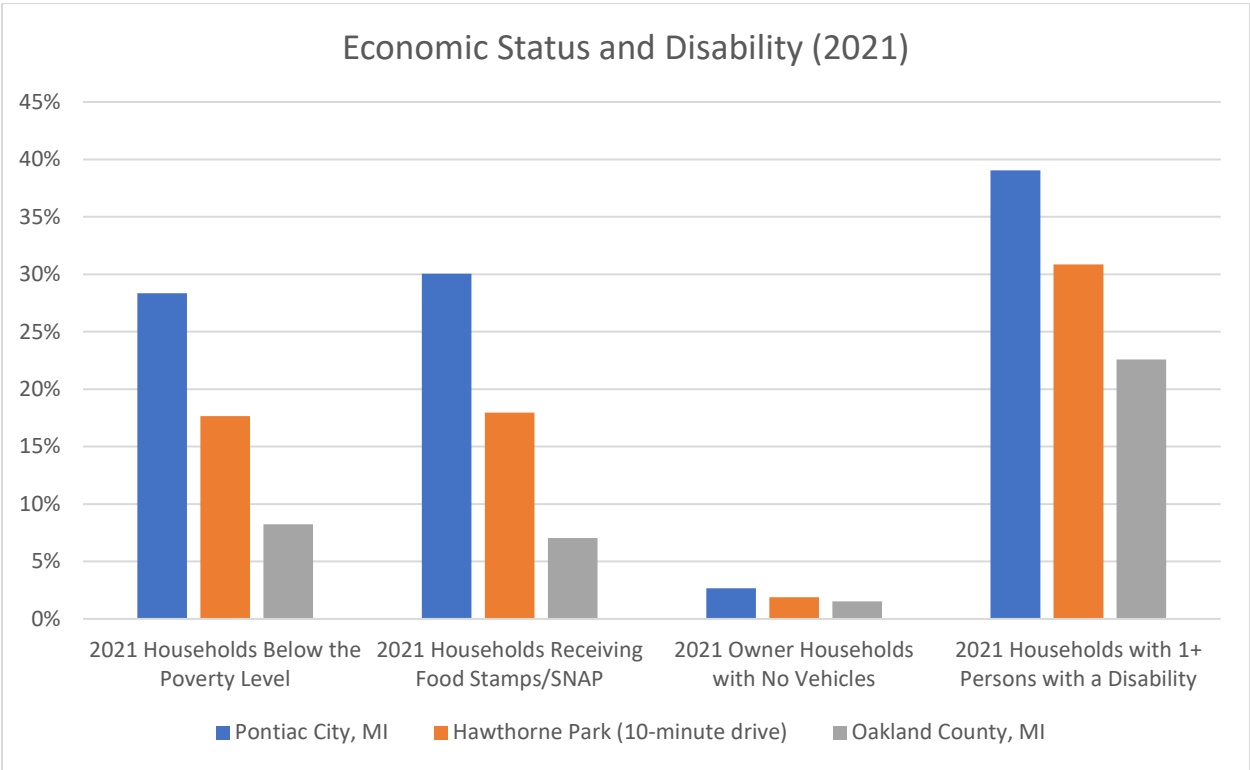


Figure L: Demographic comparison – Economic status and disability



# Community Engagement

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The Pontiac Oaks Park Action Plan is built on input from the public, park users, and local officials and stakeholders. We seek engagement on multiple levels and on multiple occasions and will continue to engage the community as planning and on-the-ground activities commence. Two types of community engagement will be done for Pontiac Oaks: planning engagement prior to creating a vision and goals and a preliminary action plan for the park and design engagement to engage the community in planning specific amenities and improvements as part of an overall master plan.

## *Planning Engagement*

The purpose of planning engagement is to understand how people engage with the park and what is important to them about the park. We are not proposing anything, we are listening. The community engagement summarized in this Park Action Plan is planning engagement.

As part of planning engagement, we communicate with stakeholders and conduct research to help us better understand the community and its characteristics such as languages spoken, demographics, median income, and potential barriers to park use. The results of research and engagement will help prioritize design of future improvements and help guide decisions.

## *Design Engagement*

The purpose of this engagement is to share multiple design scenarios with the public and get information on their preferences and why. This will be led by the design consultant with support from OCP Planning and Design staff. The planning engagement above will provide important information about the community's priorities and needs into the design process. Following an internal review process, the consultant will develop multiple design visions/layouts. After we determine these are feasible alternatives, we will host one or more open houses that include a design charette where designers and staff share multiple concepts with the community and ask for their input. Design engagement will occur after this Park Action Plan is approved and the design process commences.

## *Existing Community Engagement Data*

We consulted reports from recent community engagement. The key documents consulted for Pontiac Oaks are the 5-Year Parks and Recreation Master Plan documents for the [City of Pontiac](#) (Pontiac 1/29/2021) and [Oakland County](#) (OCP 1/26/2023).

## Hawthorne Park Community Engagement<sup>3</sup>

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Park public engagement is a requirement of the Interlocal Partnership Agreement.

3.3.4. Park Planning. During the Transition Period, the County shall: (1) assume primary responsibility for park planning, (2) regularly consult with the City about such planning, and (3) organize at least two (2) community forums in the City during the Transition Period to hear suggestions from City residents.

### *Purpose*

The purpose of this public engagement was to understand the stakeholders and community members who are already invested in the property of Hawthorne Park, to gain insights they might have about the park, and to evaluate what the community would like to see in the park under Oakland County Parks management and through capital improvements. It was also our intention to reach community members who are not currently engaged in the park or who have not historically felt welcomed or invited into parks, to identify barriers to their participation and address gaps in equitable park access.

### *Methods*

The public engagement methods used included an online survey and three public open houses held at the park. The survey was available online August 7-30, 2023. There were 232 unique survey entries, including 202 completed online and 30 on paper. Almost all surveys were completed in English – three surveys were completed in Spanish, twice online and once on paper. 75 surveys, one third of the survey responses, were from Pontiac zip codes. See Exhibit B: Survey Instrument to view images of the online and copies of the paper survey in both English and Spanish.

Three open houses were held at Hawthorne Park with approximately 120 participants. Open house participants had a variety of ways in which to engage and provide input on Hawthorne Park. Two large park maps allowed opportunities to point out special features, memories, or notable locations, and many indicated using the space for family gathering and play. Two boards presented participants with opportunities to identify amenities and features that they felt were the highest priority or best fit. Paper copies of the survey were available at the open houses in English and Spanish.

### *Populations Reached*

Understanding and responding to the needs of Pontiac residents is a priority of our partnership. Oakland County Parks used strategic methods to invite Pontiac residents to participate, both in the survey and to engage with us during the public open houses. A few examples of these methods were:

- Collaborating with community organizations who are already trusted by Pontiac residents.
- Holding a large, free community event at Hawthorne Park with inflatables, face painting, a DJ and more.
- Sending out postcards to all addresses within a 10-minute drive-time of the park with event dates and QR code.
- Translating all materials into Spanish to make them more accessible to Pontiac’s Hispanic population.

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<sup>3</sup> See Appendix A for the full Hawthorne Park Public Engagement Report.

As noted, one third of survey respondents reported living in a Pontiac zip code. The survey analysis reported results from both the Pontiac respondents and from the total survey pool. There were a few notable differences, such as the respondents from Pontiac represented a much more racially and ethnically diverse population than the group of all survey respondents. The regional draw of Hawthorne Park beyond Pontiac is evidenced by the large following of devoted disc golf users from around the region who were eager to participate in public engagement efforts for Hawthorne Park.

#### Publicity and Promotion

Several methods were used to reach as many engaged park users as possible including social media posts, e-marketing messages, news releases and hosting a free community event at the park. Intentional efforts were also made to reach community members not-yet engaged in Hawthorne Park or with Oakland County Parks. All materials were translated into Spanish to make them more accessible for the large Hispanic population in Pontiac and the surrounding area.

Another effort to reach the community was collaborating with service organizations in the City of Pontiac. These organizations already have the trust of the people they serve, and they were willing to show their support for the interlocal partnership by extending the invitation to participate in public engagement and the free community event. Those organizations are listed below:

- Centro Multicultural La Familia
- La Casa Amiga
- Pontiac Community Foundation
- Micah 6
- Several faith-based organizations

See Appendix A / Exhibit B: Promotional Materials to view the various publicity pieces produced to promote the engagement.

#### Summary Survey Results

Survey respondents were generally in support of the partnership between Oakland County Parks and the City of Pontiac to revitalize Hawthorne Park. Some respondents have not visited Hawthorne Park in recent years for a variety of reasons that have deterred them, while others have seen improvements over the past couple of years, but all respondents seem excited at the prospect of the park revitalization project.

#### Importance of park features

Both Pontiac respondents and regional respondents value Hawthorne Park for its 77-acres of diverse, undeveloped natural areas. Differences emerge when looking at specific features in the park.

- Preservation of trees and natural spaces were the priority of highest importance for both regional and Pontiac respondents, with quiet areas and scenic views and open spaces for play falling in closely behind.
- Gathering spaces, pavilions and picnic areas ranked high for both regional and Pontiac respondents.
- Playgrounds ranked high for Pontiac respondents, much lower for regional respondents.
- Disc golf ranked lowest for Pontiac respondents; for regional respondents it was the fourth most important feature.



### Experiences and barriers to enjoyment of parks

To ask about negative or unwelcoming experiences at parks, we provided a list of scenarios that included: Parks not well-maintained; Limited information; Feeling unwelcome; Limited accessibility; Entrance fees too costly; Language barriers; Two or more of the above; and None of the above. In comparing the responses of Pontiac and Non-Pontiac respondents, a pattern is seen that could reflect inequitable park and recreation opportunities experienced by the residents of Pontiac. More than twice the percentage of Pontiac respondents reported experiencing two or more negative scenarios than non-Pontiac respondents. Almost four times the percentage of non-Pontiac respondents than Pontiac respondents indicated they had not experienced any of the listed negative scenarios.

### Open-ended survey responses

Respondents had several opportunities to leave open-ended responses in the survey and over 600 responses were collected from over 230 respondents. Open ended responses gave insight into Hawthorne Park over the years, and some primary themes emerged.

- Working restrooms and clean, safe facilities was mentioned frequently.
- Community members mentioned recreational features that they remembered about the property. Eight respondents mentioned the RC Track that was on the adjacent property and seven remembered the iconic rocket ship structure that used to be at the park.
- Overall, despite inequities and disinvestment that affects the way people experience parks, survey respondents from within Pontiac and across the board are passionate about the natural beauty of Hawthorne Park, are happy to see it being invested in and cared for and excited to enjoy the park for many years to come.

Each question and responses are available for review in the Appendix A / Survey Results section, with full responses available in Appendix A / Exhibit C: Open Comments.

### Summary Open House Results

Oakland County Parks hosted three public engagement events at Hawthorne Park; two events that were specifically park planning open houses and the third event was an open house hosted during a free community event put on by OCP Recreation and Program Services. These events took place at the following times and saw estimated participation numbers as indicated:

- Monday, **Aug. 21**- 6 - 8 pm – *Public Open House* (approximately 25 attendees)
- Tuesday, **Aug. 22**- 5 - 7:30 pm – *See Ya Summer event* (approximately 75 attendees)
- Saturday, **Aug. 26** – 1 - 3 pm - *Public Open House* (approximately 20 attendees)

The events were attended by over 120 community members including families and children, as well as Oakland County Parks staff and commissioners, City Councilwoman, and the Mayor of Pontiac. Children and adults all were invited to participate in the engagement, including a mapping activity, a



prioritization exercise, a playground vote and completing the survey if they hadn't already done so.

Two boards presented participants with opportunities to vote for amenities and features that they felt were the highest priority or best fit. A playground board received over 245 votes on different play elements, the results of which informed the decision to purchase a spaceship bouncer, a tall set of chimes and a colorful xylophone. The prioritization board reflected the importance the community puts on the natural beauty of the park as well as community events and safe, usable facilities.

There were two large maps of the property, and attendees were encouraged to use the sticky notes provided to indicate areas of significance. This significance could be personal, such as a memory or something they had done in the property, many indicating family gatherings and play, or it could be informational, such as known wildlife, typical water patterns or any concerns they might have. They could also use color coded circles to indicate certain activities they had done.

The prioritization exercise and the playground voting activity were both very popular, as attendees were given a certain number of stickers with which to cast their votes directly on the boards. In total, over 330 votes were cast between the two exercises.

Detailed results of these interactive elements can be viewed in Appendix A / Public Open House Interaction Results section. Images of the maps and notes made are available in Appendix A / Comments and Notes from Public Open House.

### *Conclusions*

Based on a robust response from both Pontiac residents and park users from a wider area, there is strong support for the future operation of and investment in the park by Oakland County Parks. We are grateful to everyone for their generous responses and understand the importance of keeping the priorities they expressed at the forefront: care of the forest, water, and natural areas; maintaining a clean, safe park with working amenities, and making sure everyone is welcome to gather and relax and play at the park.

## Citywide Engagement

Public engagement was conducted in 2017 and 2018 for development of the City of Pontiac 5-year Parks and Recreation Master Plan using the following methods:

- Community meetings and events
- Pontiac Community Survey conducted by Healthy Pontiac, We Can!

Details about these methods and their main takeaways are in the table below. Unless otherwise indicated, the responses outlined below reflect the community’s priorities and opinions for the entire Pontiac park system. Any responses specific to Hawthorne Park will be noted.

*Table 5: Community meetings and events – total estimated engagement at all events – 358 people*

ACTIVITY	MAIN TAKEAWAY(S)
Verbal prompts, feedback and discussion	Open-ended responses were combined into the following themes: <ul style="list-style-type: none"> <li>• <b>Facilities and equipment</b>- specifically: playground equipment for smaller children, places to relax, more picnic tables and grills. Also an urgent need to update existing facilities for safety.</li> <li>• <b>Park Maintenance</b>- general daily maintenance</li> <li>• <b>Beautification</b>- remove trash and graffiti, park adoption, historical signage</li> <li>• <b>Comfort Stations</b>- working restrooms that are open during park hours and more pavilions or shady locations</li> <li>• <b>Water features</b>- splash pad, boating access, swim, fountains, etc.</li> <li>• <b>Park security</b>- regular police patrols, lighting, locking parks at night, security cameras</li> <li>• <b>Events and activities</b> – programming for diverse populations</li> <li>• <b>Community centers</b></li> <li>• <b>ADA accessibility</b>- increase accessibility overall</li> </ul>
Open-ended question board 1. What do you like about Pontiac parks? 2. What don’t you like? 3. Programs or events 4. What’s missing from Pontiac Parks?	
Three-question survey: 1. Top 3 issues that need to be addressed in Pontiac Parks. 2. Park used most often 3. What would you do to make it better?	
Facility prioritization board	
Creative arts- Park map design	Top five voted on park features were: <ol style="list-style-type: none"> <li>1. Splash pad</li> <li>2. Restrooms</li> <li>3. Basketball courts</li> <li>4. Barrier free playground</li> <li>5. Soccer/football/multi-use field</li> </ol> Consistent theme was desire for walking paths
Creative arts – drawing and story-telling	Children and young adults asked to draw picture/write story about what they want to see in their parks, what they already enjoyed and what they would like unchanged. Common themes from open drawing activity included: <ul style="list-style-type: none"> <li>• <b>Socialization</b> – space for family and friends</li> <li>• <b>Nature</b> - connecting with nature, including trees, grass, water and animal</li> <li>• <b>Sports</b> – variety of sports (basketball, baseball, soccer, etc.)</li> <li>• <b>Events</b>- attending community events like movie nights and carnivals.</li> </ul>

ACTIVITY	MAIN TAKEAWAY(S)
Budgeting exercise	When given \$100 hypothetical dollars to invest into parks, top three invested areas were installation of new equipment (18%), youth programs and leagues (18%) and park maintenance (15%)

Table 6: Pontiac Community Survey conducted by Healthy Pontiac, We Can! – 345 surveys analyzed

QUESTION/TOPIC	MAIN TAKEAWAY
Demographics	<ul style="list-style-type: none"> <li>• Demographic data was relatively consistent with census data for Pontiac apart from respondents identifying as Hispanic.</li> <li>• Survey respondents identifying as Hispanic were only about 10.7% of total respondents, compared to census data identifying 17.2% of Pontiac residents as Hispanic. Additional efforts to reach and hear from Hispanic residents is a priority.</li> <li>• 58.5% of respondents did not report having any children in the home</li> </ul>
Community health priorities- When asked to rank the following prompts in order of importance, results were as follows:	<ol style="list-style-type: none"> <li>1. Improve neighborhood safety (25%)</li> <li>2. Improve access to health care (19%)</li> <li>3. More exercise/PA opportunities (19%)</li> <li>4. Improve nutrition and eating habits (17%)</li> <li>5. More community events and activities (16%)</li> </ol>
Transportation	<ul style="list-style-type: none"> <li>• Driving most common mode of transportation (76.7%) followed by walking (7%), bus (6.1%), carpooling (4.4%), biking (2%)</li> <li>• Over 50% of respondents use public transportation at least once a week, with 17.3% using it every day.</li> <li>• Most commonly reported barriers to using public transportation: bus routes do not go to desired pickup/destination (57%) and not feeling safe using public transportation (16.6%)</li> </ul>
Public parks, trails and green spaces	<ul style="list-style-type: none"> <li>• Hawthorne Park reported as the park closest to 10.7% of respondent households, while 14.7% of respondents did not know which park was closest.</li> <li>• 34.2% of respondents reported not using Pontiac parks</li> <li>• The most reported barrier for respondents that prevents them from using parks is feeling unsafe, indicated by almost 50% of responses.</li> </ul>
Pontiac's Parks and Recreation	<ul style="list-style-type: none"> <li>• 71% of respondents agree that a park is a place to go with family, 46% feel parks are a <i>safe</i> place for families and over 50% of respondents state that the parks near them are not free of crime.</li> <li>• Respondents prioritized maintenance of existing parks and upgrading current facilities as their top two priorities, both rated by more than 86% of respondents as very important or top priority.</li> <li>• Open space preservation and new parks and facility development were ranked as their lowest priorities, but still over 65% of respondents agreed they were either very important or top priorities.</li> </ul>
Physical activity	<ul style="list-style-type: none"> <li>• Slightly less than half of respondents engage in at least 30 minutes of physical activity at least 3 days a week.</li> </ul>

QUESTION/TOPIC	MAIN TAKEAWAY
	<ul style="list-style-type: none"> <li>• Parks (14%) and trails (11%) are the fifth and sixth most popular sites, respectively, where respondents are physically active. The top four were home (57%), sidewalks (29%), gym (27%) and other (19%).</li> <li>• The greatest barrier to outdoor physical activity reported by respondents (73%) was not feeling safe outdoors.</li> </ul>

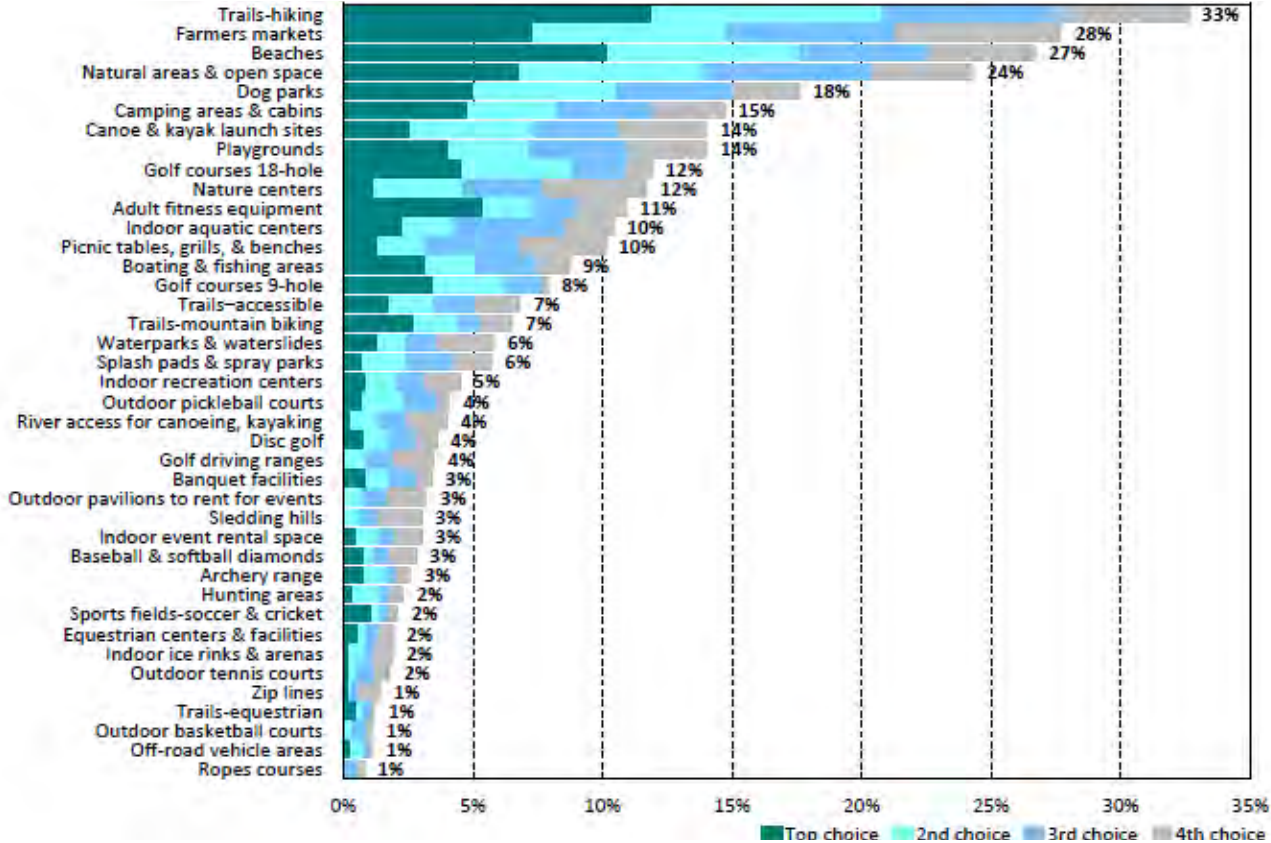
## Countywide Engagement

Oakland County Parks conducted the Community Needs Assessment in 2022 which provided baseline insight to the park needs of county residents (ETC Institute 2022). Main takeaways from this engagement as it pertains to Hawthorne Park planning are as follows:

- **Future of Parks and Recreation:** When asked for their priority actions for Oakland County Parks, the highest number of respondents felt managing freshwater and stormwater resources to protect water quality and reducing flooding was very important (73%). Other actions respondents felt were very important were maintaining roads and park infrastructure (61%) and reducing waste by recycling and composting (60%).
- **Barriers to Recreation:** The highest reported barriers to recreation in the county-wide survey were lack of information, not liking the outdoors and not having time. The least reported barriers at the county level were a lack of adequate transportation and feeling unwelcome.
- **Important Park Features:** The amenities/facilities that were most important to respondents are displayed on the chart below, with the top four choices being Trails-hiking, Farmers markets, Beaches and Natural areas/open space.
- **Most visited Facility Type-** Trails, Farmers markets, Natural areas and open space and beaches were also the top four choices selected by respondents as their most visited facility type.
- **Priorities for Facility Investment-** Priority Investment Ratings were developed based on the importance of an amenity and the number of residents with an unmet need for that amenity. The same four items were ranked at the highest PIR: Beaches, Trails-hiking, Farmers markets, Natural areas and open space.
- **Priorities for Programming:** Measured using the same formula as the facility PIR, the top priority programs are Adult fitness & wellness programs, Farmers market programs, Community festivals, Art/antique/craft shows, and Food truck rallies.
- **Demographics:**
  - Respondents’ demographic data reflect the US Census data relatively well for Oakland County in regard to race/ethnicity, gender and age. These numbers differ significantly from the US Census data on race/ethnicity for the City of Pontiac.
  - The Community Needs Assessment for Oakland County reflected 26% of respondents in the county make less than \$50K annually, whereas the respondents to the City of Pontiac survey described in the next section reported 72.5% in the same income category.
  - Due to the significant differences between the county as a whole and the City of Pontiac in these historical markers of inequitable park access, Oakland County Parks recognizes

the need for more targeted engagement opportunities for the residents of Pontiac (NRPA 5/1/2021).

Figure M: Parks and Recreation Facilities Most Important to Households by percentage of respondents who selected the items as a top priority





# Environmental Condition

Investigation of the environmental condition of the property is a requirement of the Interlocal Partnership Agreement.

## 3.4. Environmental Condition.

3.4.1. Environmental Assessments. During the Transition Period, OCPRC shall examine the Premises and perform a Phase I Environmental Site Assessment (ESA), at its sole cost, and additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.

3.4.2. Copies of Environmental Assessments. OCPRC will provide the City with a copy of the Phase I ESA and any other environmental assessments. OCPRC shall take possession of the Premises subject to such Phase I ESA and other environmental assessments performed pursuant to this Section.

3.4.3. Termination Related to Environmental Assessments. Notwithstanding any other provision, OCPRC may terminate this Agreement prior to the end of the Transition Period, if OCPRC is not satisfied with the condition of the Premises as evidenced by the Phase I ESA or other environmental assessment performed pursuant to this Section.

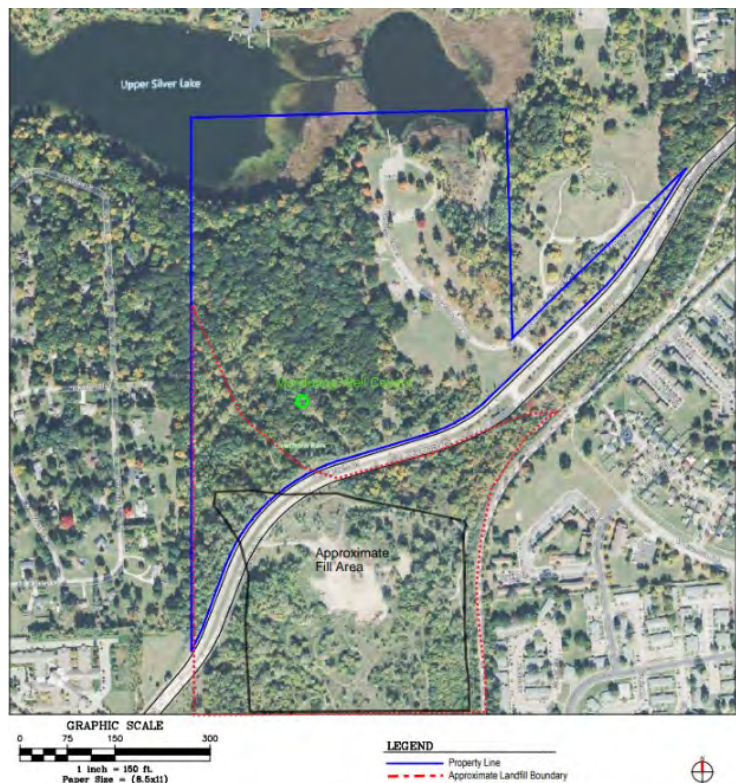
## Phase I Environmental Site Assessment

The Phase I ESA was conducted by ASTI Environmental, with the final report dated May 19, 2023.

The report indicated that the presence of a historic landfill on the property constitutes a Recognized Environmental Condition (RECs):

“Historical reports indicate that a portion of the former city landfill was operated on the southwest portion of the Subject Property. The site was used as a landfill from approximately 1955 to 1969. The presence of buried waste of unknown origin or characteristics represents a potential for impact to soil and groundwater quality at the property, the nature and extent of which are not presently known.” (ASTI 5/19/2023)

Phase I ESA final report has been provided to the City of Pontiac.





## Phase II Environmental Site Assessment

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The Phase II ESA was conducted by ASTI Environmental, with the final report dated August 23, 2023.

The report indicated that based on the laboratory analytical results for samples collected at the park property, it was the opinion of ASTI that the property is a “facility” as defined in Part 201 of Michigan’s Natural Resources and Environmental Protection Act, 1994 PA 451, as Amended (Part 201).

ASTI recommended that OCP have a Baseline Environmental Assessment (BEA) prepared for the property to obtain statutory liability protection for the pre-existing contamination and have a Due Care Plan (DCP) completed to satisfy the Part 20107(a) due care obligations. To complete the DCP and based on the intended continued usage of the property as a park, ASTI further recommended additional soil sampling to further evaluate the direct contact pathway. (ASTI 8/23/2023)

Phase II ESA final report has been provided to the City of Pontiac.

## Baseline Environmental Assessment

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The Baseline Environmental Assessment (BEA) is being prepared by ASTI Environmental and will be completed within 45 days of the October 3, 2023 (anticipated date of City Council approval of this Park Action Plan) and submitted within 6 months of October 3, 2023, to the Michigan Department of Environment, Great Lakes, and Energy.

BEA will be provided to the City of Pontiac.

## Due Care Plan

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Additional sampling was completed by ASTI Environmental to delineate any areas of direct contact. The results indicated no direct contact exceedances in any sample. It appears that the landfill was likely capped with an estimated 4-5 feet of clean soil fill. The sampling consisted of 10 hand auger borings to 2 feet below ground surface, with no obvious fill soil (with debris) in any of the borings.

The Due Care Plan (DCP) is being prepared by ASTI and is anticipated to be completed by October 3, 2023. Per email correspondence, the DCP will require maintaining the current upper 2 feet of soil as a direct contact exposure barrier for the underlying impacted soils. Any soil taken off site should be disposed of in a Type 2 Landfill. Don’t install any drinking water wells. The DCP will have an impact notification to be given to receptors, such as construction workers, who may come into contact with the soils. These requirements impact the entire parcel. (ASTI 9/22/2023).

DCP will be provided to the City of Pontiac.

## Existing Conditions

Documentation of the existing conditions of the park is a requirement of the Interlocal Partnership Agreement.

### 3.3. Rights and Obligations During the Transition Period

3.3.3. Premises Inspections. During the Transition Period, the County shall inspect the infrastructure of the Park, including but not limited to the condition of utilities and their connections, the parking lot, trees, restrooms, playground equipment, trails and pathways, boat launch and dock. The inspection shall be codified in a document to illustrate the condition of the Premises at the end of the Transition Period.

### Location

Hawthorne Park is the largest park in Pontiac and is in the northwest portion of the city (Council District 4), between Dixie Hwy and Walton Blvd, on the northwest side of Telegraph Rd. The 77.33-acre park is adjacent to approximately 19 undeveloped acres to the east, owned by Pontiac School District.

Address: 1400 Telegraph Rd. Pontiac, MI 48340

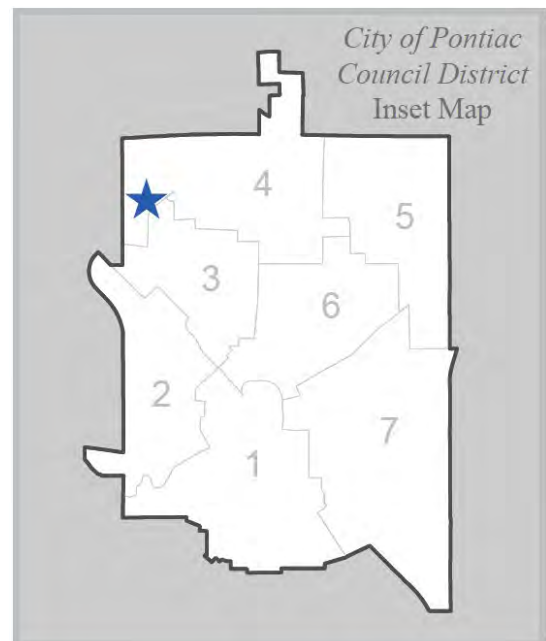
Township and Range: Township 3 North, Range 10 East

Quarter Section: NW ¼ of Section 18

### Park Description

Hawthorne Park is rich with diverse open spaces, wetlands, woods, picnic and play areas, and a disc golf course. The park is on Creger Lake with access to Upper Silver Lake and has a fishing pier and boat ramp, providing access to a larger chain of lakes and the Clinton River. Park features include:

- 18-hole disc golf course
- Trails /boardwalks
- Playground
- Pavilion
- Picnic areas
- Restrooms (closed)
- Open spaces
- Approximately 0.35 miles of combined frontage on Creger Lake and Upper Silver Lake
- Fishing pier
- Boat launch



## Grant History<sup>4</sup>

Unless otherwise noted, all grant-funded facilities and improvements listed in the table below remain open to the public for the purpose of outdoor recreation.

Grant Number	Source	Year	Summary
26-00110	Land and Water Conservation Fund	1968	Acquisition of a 36-acre addition to existing city park
26-00148	Land and Water Conservation Fund	1968	Purchase of playground/park equipment for 19 parks in the City of Pontiac
TF97-232	Michigan Natural Resources Trust Fund	1997	Renovate boat launch and pave parking lot

## Other Property Restrictions<sup>5</sup>

Michigan Department of the Environment, Great Lakes, and Energy (EGLE) holds a conservation easement. Conservation Easement 00-63-0419P comprises 1.66 acres of protected wetland between the circle drive to the boat launch and the eastern boundary of the park. The easement, established in 2004, currently contains several native plants that were likely seeded into the site but is invaded by a large population of Phragmites which will be treated.

Figure N: EGLE Conservation Easement Location



<sup>4</sup> Documentation of existing grants and endowments is a requirement of the Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 3.2.2).

<sup>5</sup> Documentation of agreements between the city and third parties is a requirement of the Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 3.3.2).

## Natural Resources

For almost 2 million years, southeast Michigan and Oakland County were covered by glaciers that retreated at the end of the last ice age approximately 10,000-15,000 years ago. Dominant landscape features including hills, lakes, and rivers; and resulting natural communities consisting of plants and animals are based on the soils and resulting ecosystems that formed since that glacial retreat. Indigenous populations managed those ecosystems for thousands of years using techniques such as prescribed fire. The introduction of European settlement in Oakland County in the 1800s resulted in the conversion of natural ecosystems to agriculture and industry. Hawthorne Park was no exception and was managed as for agricultural purposes as detailed in the Introduction.



Hawthorne Park was likely an oak dominated landscape, like much of Oakland County, prior to European settlement and shows remnants of various types of oak forests. The topography of the park varies by about 30 feet from the highest point adjacent to Telegraph Road and slopes generally downhill toward the lake edges. The park contains portions of both Creger Lake and Silver Lake which are part of a larger chain of lakes within the Clinton River Watershed. Creger Lake is approximately 20 feet deep, and Silver Lake is slightly deeper at 30 feet deep both with significant shoreline within Hawthorne Park. Creger Lake shows capacity to support a quality fishery. In addition to the aquatic vegetation community, water quality data shows high dissolved oxygen levels, moderate water temperatures and good salinity and pH values. However, there is a lack of habitat structure in the lake, with the only heterogeneity coming from the plant community mentioned.







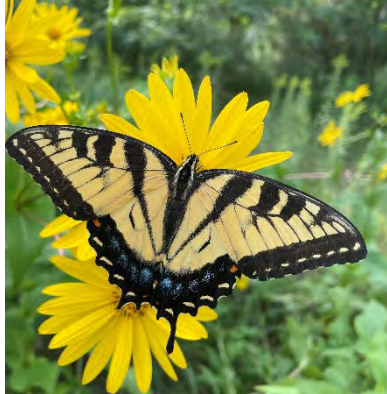

Threats to the current ecosystems are primarily found in the form of invasive species and forest pests and diseases. A number of common invasive shrubs and woody plants are dominating sections of the forests and much of the shoreline is degraded by invasive narrowleaf or hybrid cattail, and Phragmites. Additionally, oak wilt has been found within the park and is a significant threat to the existing recreational areas where large oaks provide much of the on-site shade. Loss of oaks within the park would also change the community composition of the forests dramatically.



Restoration and management of Hawthorne Park will focus on re-establishing natural processes, connecting existing ecosystems, and increasing native plant and wildlife populations. Restoration will initially focus on reconnecting the shoreline to the park through: the removal of invasive species; additions of woody structures, coir logs and/or stone toes; and the restoration of native plants to improve habitat for terrestrial and aquatic animals and improve recreational opportunities (fishing) and aesthetics. Additionally, removal of priority invasive species throughout the park, reintroduction of prescribed fire, and seeding and planting of native species would improve the natural function of the park significantly. Careful attention to the oaks on-site will be necessary to attempt to prevent the spread of oak wilt as much as possible.







Finally, extensive surveys of the property are necessary to map specific natural communities within the Michigan Natural Features Inventory (MNFI) framework, identify rare and unique native wildlife including fish populations, and set specific management targets.

Natural Assets	Photo
<p>Freshwater Resources (Silver Lake, Creger Lake) Additional surveying for management areas, habitat delineation necessary.</p>	
<p>Wetland Resources Additional surveying for management areas, habitat delineation necessary.</p>	
<p>Forests and Oak Dominated Recreational Areas. Additional surveying for forest composition and pests/disease necessary. An existing oak wilt site has been confirmed with disagnostic testing, extreme caution will be necessary when maintaining trails and trimming trees to prevent additional spread.</p>	

Natural Assets	Photo
<p>Street and Landscape Trees                      Additional surveying necessary to determine maintenance needs.</p>	
<p>Wildlife                      Additional surveying to identify rare and unique native wildlife and nuisance wildlife</p>	
<p>Natural Areas                      Additional surveying for management areas, invasive species and natural community delineation necessary. Restoration of the existing conservation easement.</p>	







## Boundaries





Boundaries	Aerial Photo (2020)	Photo
<p>Telegraph Road There are no boundary markers for the southern border of Ambassador Park along Telegraph Rd. Photo – May 2023</p>		
<p>Southwestern corner At the southwest corner of the park, there are no boundary markers or fences to indicate the park boundaries. Photo – May 2023</p>		
<p>Western edge The western edge of the park that is adjacent to residential neighbors has a chain link fence, though ownership of the fence is unknown. The fence is broken and collapsing in several places, as in the picture shown here. Photo – May 2023</p>		



## Buildings

Buildings	Aerial Photo (2020)	Photo
<p>Restrooms                      Restroom building closed to public use. Hole in roof dates to before 2020.                      Photo – 7/11/2022</p> <p><i>9/27/2023: Per the Transition Period Plan: renovation of the restroom buildings is in progress</i></p>		
<p>Pavilion                      Small pavilion with metal seamed roof and fixed picnic tables.                      Photo – 7/11/2022</p>		

## Courts and Fields



Courts and Fields	Aerial Photo (2020)	Photo
<p>Shuffleboard</p> <p>Four concrete strips approximately 50' x 6' each with gaps between, for a total area of about 50' x 40'.</p> <p>Photo – October 2021</p>		
<p>Horseshoe Pits</p> <p>Four horseshoe pits with wooden backstops, each measuring approximately 46' long with spaces between, for a total area of approximately 46' x 50'.</p> <p>Photo – October 2021</p>		



## Disc Golf Course

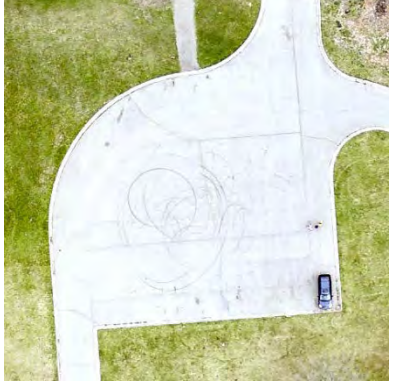

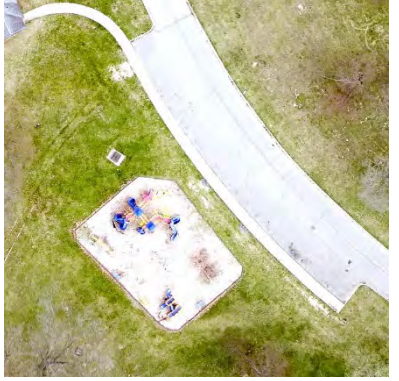

The eighteen-hole disc golf course weaves throughout park property, with cement tee boxes. Tee boxes and holes were installed after the 2020 aerials were captured but locations are noted on the aerial shown here with white dots.



<b>Disc Golf Course Holes</b>	
<b>Hole 1</b> has two tee boxes, the longer of which (490') is located northwest of the boat launch parking lot. The shorter tee (330') is approximately 200' south of that tee. Basket is near trailhead into woods.	
<b>Hole 2</b> runs approximately 25 feet inland and about 250 feet along the shoreline, though the lake is not visible. Disc golf club representatives describe this an iconic hole on the course.	
<b>Hole 3</b> has a long and short tee and travels through the woods to the basket. The basket is located along a trail that moves on to tee 4, but connects to an overgrown, unused trail back toward the trailhead.	
<b>Hole 4</b> is approximately 210' through the woods.	
<b>Hole 5</b> is approximately 240' hole through the woods. Trail between holes 5 and 6 have longest stretch of makeshift boardwalk.	
<b>Hole 6</b> is approximately 240' hole through the woods.	
<b>UNUSED:</b> A tee box and hole were originally intended for hole 7 and still exist but are not labeled as part of the current course.	
<b>Hole 7</b> starts in the woods and moves into an open clearing where the basket is in the middle of an open, mowed field on a hill.	
<b>Hole 8</b> has a long tee box located just off Telegraph Rd sidewalk and a shorter tee located about 170' toward the basket. There are two possible baskets, H8a and H8b.	
<b>Hole 9</b> goes through the woods and incorporates two large, fallen trees across the fairway as an additional challenge feature. Oak Wilt was noted on several of the large oaks in this area of the woods.	
<b>Tee 10</b> is located just outside of the wood line and the fairway runs through several picnic table areas and open space. The basket is approximately 8' in the air and only accessible via the lose cinderblock steps pictured here.	
The fairway for <b>hole 11</b> runs between the basket of hole 12 and the tee for hole 14, for a total length of about 430'.	
<b>Hole 12</b> is about 150' through a small clearing and back into the woods.	
<b>Hole 13</b> has two possible baskets, one to the left of the fairway and one to the right.	
<b>Hole 14</b> is almost entirely in the open without tree cover. The basket is near the entrance to the park.	
Tee for <b>hole 15</b> is on the eastern property line that borders the Pontiac School District property. The basket is near the small, main drive parking area.	
<b>Tee 16</b> is located directly across the drive from the playground parking area approximately 30' back from the road. The basket is just south of the circle drive parking area.	
<b>Tee 17</b> is located under a large tree just off the circle drive and has two baskets, one about 220' from tee and the second about 580' from the tee.	
<b>Hole 18</b> runs along the eastern edge of the property and the basket is in the EGLE conservation easement.	



## Hardscapes

Hardscapes	Aerial Photo (2020)	Photo
<p><b>Boat Launch Parking Lot</b>                      Asphalt parking lot with unidentified parking spaces and area for vehicles with trailers to pull in and reverse into boat launch. Parking space is approximately 105' wide. If one row of parking is marked, there is enough space for 10 standard spaces and the minimum one accessible space.</p>		
<p>If two rows, there would be space for 16 standard spaces and the minimum of one accessible space. With three rows, there could be room for 29 spaces, including 2 accessible spaces, or 27 spaces if 2 are converted to allow cars towing trailers. Photo – 7/26/23</p>		
<p><b>Playground Parking Lot</b>                      Asphalt parking area for one row of vehicles to pull up adjacent to the playground with unidentified parking spaces. Parking area is approximately 213' wide and 17' deep. A curb separates the parking area from the sidewalk. Two accessible parking signs are posted though no lines are painted.</p>		
<p>The parking lot is long enough to accommodate 22-24 standard parking spaces and the minimum of 1 accessible space. Photo – October 2021</p>		


Hardscapes	Aerial Photo (2020)	Photo
<p><b>Horseshoe Parking Lot</b>                      Asphalt parking area with two small parking bays, both around 17' deep and approximately 50' wide, with curbs surrounding the parking area and a 37' x 26' grass island in the middle.                      There is enough space to include 10 standard spaces and the minimum of 1 accessible space.                      Photo – October 2021</p>		
<p><b>Circle Drive Parking Area</b>                      Asphalt parking area with spaces for vehicles on either side of the circle drive leading to the boat launch. Along the south side of the drive is an area approximately 120' x 17' and on the north side of the drive are two smaller bays, both about 15' deep with the one on the west around 46' wide and the one on the east about 56' wide.</p>		
<p>There is enough space for 24-25 standard spaces and one accessible space. If the parking lot had a total of 26+ spaces, two must be accessible. Photo – October 2021</p>		
<p><b>Main Drive Parking Area</b>                      Asphalt parking area along main park road without direct access or accessible routes to any specific facilities. Area measures about 56' wide and 17' deep with a curb surrounding three sides.                      There is space to include 4-5 standard spaces plus the minimum of 1 accessible space.                      Photo – October 2021</p>		



## Open Space

Figure O: Open space recreation areas (2017 aerial photo with 1-foot contour lines)



Open Space	Photo
<p><b>Picnic Area</b> Groups of permanently installed picnic tables are located throughout the upland areas of the park with the majority within the woods indicated in the map above. Scattered single picnic tables (permanently installed) are seen throughout the park. Photo August 2023</p>	
<p><b>Sledding Hill</b> The area used as a sledding hill has a bare knob at the top with an elevation of 985' and drops to 970' (15') over about 225 feet. Picnic tables and trees are potential obstacles at the bottom of the run.</p>	







## Playgrounds

Figure P: Hawthorne Park playground (2017 aerial photo)





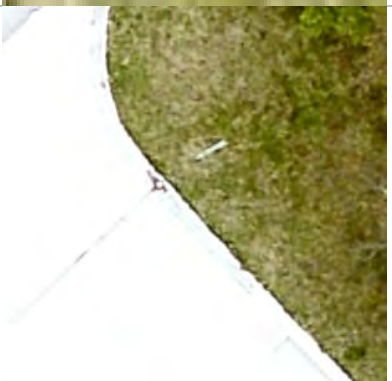



Table 7: Playgrounds – existing conditions

<p><b>Playgrounds</b>  <i>9/27/2023: Per the Transition Period Plan: playground updates are in progress</i></p>	<p><b>Photo</b></p>
<p>Main Play structure                      Playground for ages 5-12. Constructed between 2006 and 2008.                      Photo – 7/11/2022</p>	
<p>Swing Bay                      Swing bay with four standard swings adjacent to the play structure, constructed between 2006 and 2008.                      Photo – 7/11/2022</p>	
<p>Small Play structure                      Playground for ages 5-12. Constructed between 2006 and 2008.                      Photo – 7/12/2022</p>	
<p>Caterpillar Climber                      Climber installed between 2006 and 2008.                      Photo – October 2022</p>	



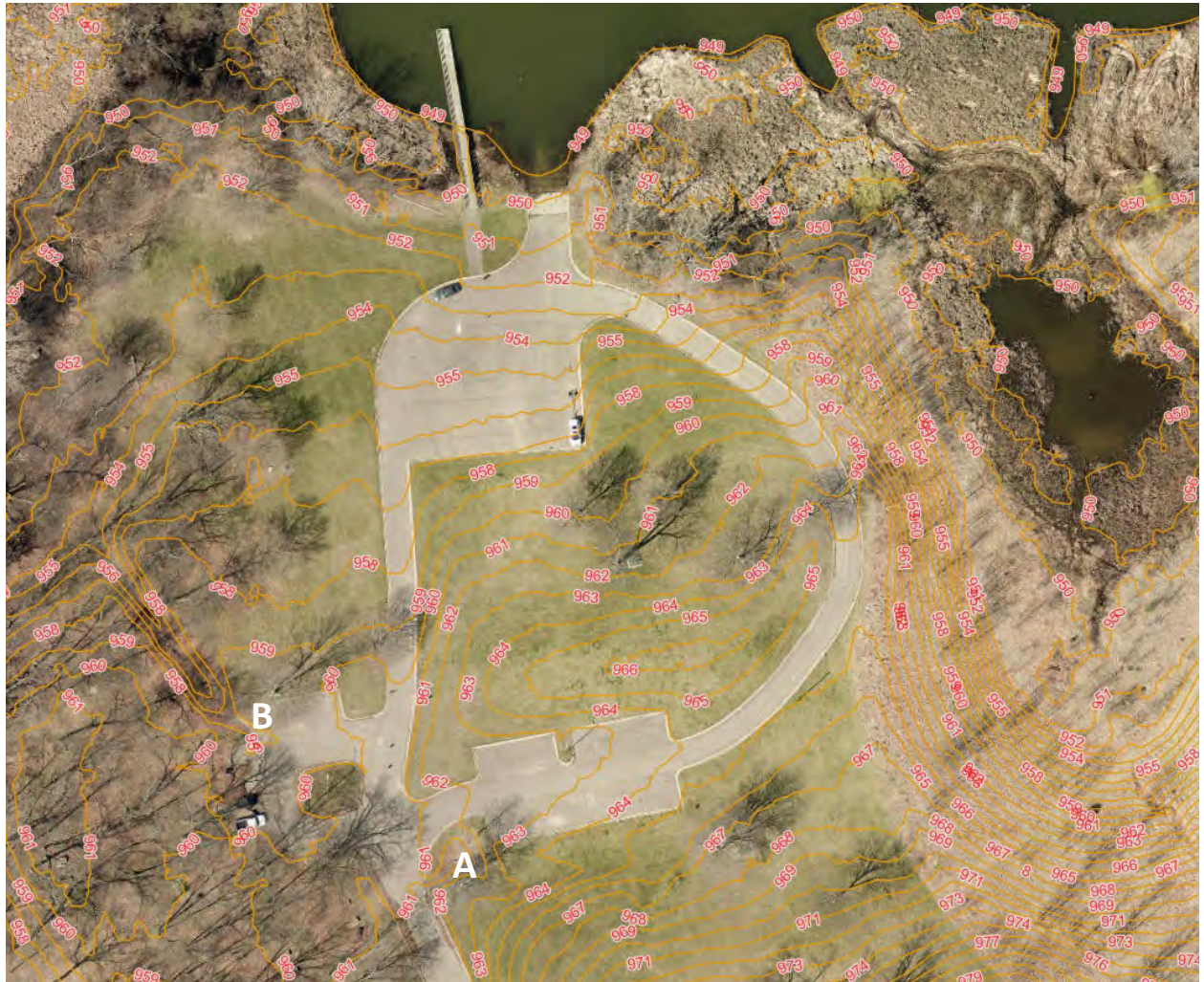
## Signs

Signs	Aerial Photo (2020)	Photo
<p>Entrance sign Park sign at park entrance, perpendicular to Telegraph Road and with a few feet of the sidewalk.</p>		
<p>Playground sign Colorful sign between playground and pavilion with park information and rules.</p>		
<p>Rules sign Black and white sign at entrance to park with rules, closing time and video surveillance sign.</p>		



## Stormwater Infrastructure

Figure Q: Stormwater Infrastructure (2017 aerial photo with 1-foot contour lines)








Drainage infrastructure is located at points A and B in the map above. Photos August 2023.





## Trails and Boardwalks

Trails and Boardwalks	Aerial Photo (2020)	Photo
<p>Multi-use walking/disc golf trail</p> <p>Trail system woven throughout the woods on the west side of Hawthorne Park. Surface is packed dirt in most places and varies in width from approximately 3' to openings over 15' wide for disc golf fairways. Some areas become very wet at certain times of the year. In these places, makeshift boardwalks and woodchips have been used to make the path passable.</p> <p>Photo – 4/27/2023</p>		
<p><b>Boardwalks</b></p> <p>Multiple makeshift boardwalks throughout disc golf trails. Aerial view of wet area where bulk of boardwalks traverse.</p> <p>Photos – 4/27/2023</p>		
<b>Additional Photos</b>		
		



Trails and Boardwalks	Aerial Photo (2020)	Photo
	 	 

## Utilities and Infrastructure

Utilities and Infrastructure	Aerial Photo (2020)	Photo
<p>Utility poles</p> <p>Dots on aerial photo represent utility poles, with yellow being lamp poles like the one pictured left.</p>		
<p>Fire Hydrants</p> <p>Yellow dot on aerial photo represents location of hydrant pictured, just southeast of restroom structure.</p>		



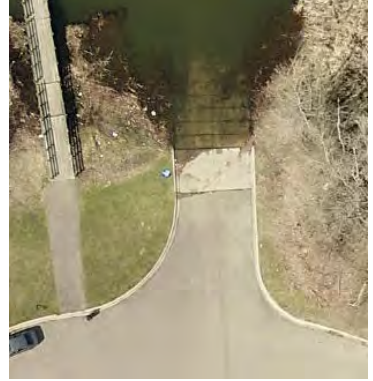

## Water Access

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Figure R: Water access structures and infrastructure (2020 aerial photo)





Water Access	Photo	
<p>Fishing pier 8' x ~112" floating wood dock and boardwalk constructed circa 2011. In poor condition with infrequent use.</p> <p>Photo – 7/11/2022</p> <p><i>9/27/2023: Per the Transition Period Plan: replacement of the fishing pier is in progress</i></p>		
<p>Boat Launch Cement boat launch into Creger Lake, approximately 24' wide and 45' long.</p> <p>Photo – 7/11/2022</p>		
<p>Sand Sand is a recent addition. It is seen in the 2020 aerial photograph but is not present in the 2017 aerial photograph. See comparison with aerial photographs above.</p>	 <p data-bbox="643 1239 1013 1323">2017 aerial photo – beach sand is not present in this or earlier photos</p>	 <p data-bbox="1019 1239 1422 1323">Photo – 8/26/202</p>

# Strategic Plan

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The strategic plan for Pontiac Oaks/Hawthorne Park is designed to guide the park into the future and identify what actions are needed to make progress and how we will know the efforts were successful. It will help our Pontiac Oaks Partnership to set priorities, focus energy and resources, and ensure we are working toward common goals. It also will help us to evaluate results and adjust our direction in response to a changing environment.

Many items in the strategic plan are requirements of the Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023) and are referenced in the footnotes.

## Park Vision

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The park vision is a statement that inspires and guides us; it is aspirational and declares our intent and direction and states the long-term outcome of our work.

*Pontiac Oaks at Hawthorne Park is a popular destination for Pontiac and Oakland County residents to be active and social or to relax and connect with nature. The park is safe and welcomes everyone. It is resilient and helps create a more sustainable future for the people of Pontiac and for the environment.*

## Park Goals

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The park goals are the broader strategies that will lead us to the realization of our park vision.

1. Honor the rich history of Hawthorne Park and its value to the residents of the City of Pontiac.
2. Collaborate with City officials, staff, organizations, and residents who have invested in and cared for the park over the years.
3. Execute a transition to Oakland County Parks operation that is transparent, maintains open lines of communication, and acknowledges the park is owned by the City of Pontiac.
4. Operate the park and invest in improvements in a manner that is fiscally responsible for Oakland County Parks and enhances the fiscal sustainability of the City of Pontiac.
5. Improve and build park features that are resilient and adapted to the landscape and that contribute to a more sustainable, green future through intentional stormwater management, sustainable building and operating processes and community education opportunities.
6. Foster a welcoming environment for all park users through varied methods and processes, including universal design<sup>6</sup>, multi-lingual signage and promotion, clean, working restroom facilities, and regular cleaning and maintenance.
7. Employ strategies involving design, programming, maintenance, and resident involvement to create a safe park environment.
8. Connect residents to nature through restoration of natural assets and nature education programming.

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<sup>6</sup> Universal design results in a built environment that allows independent use and inclusive participation by people with disabilities, without separating them from others. When building new facilities or renovating existing structures, we strive to design universally accessible facilities and structures that are easily used by all.

## City of Pontiac Parks and Recreation Master Plan

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The City of Pontiac Parks and Recreation Master Plan 2021-2025 identified potential park upgrades for Hawthorne Park, including:

- Assess the condition of the now-closed restroom building, including Universal Accessibility improvements.
- Improve the fishing pier.
- Create a new site plan for the park.
- Create a walking path and cross-county trails with mile/kilometer markers.
- Open for winter events and activities.
- Remove invasive plants from lake shore.
- Paint playground equipment.
- Protect and restore shoreline.

The Recreation Master Plan notes the opportunity for acquisition of the adjacent former Hawthorne School property. It also notes that part of the property is located on a former landfill site. (Pontiac 1/29/2021)

See footnotes within this Strategic Plan section that relate Pontiac’s Recreation Plan to individual actions and objectives.

### Timeline

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Improvements and development at Hawthorne Park/ Pontiac Oaks County Park will be guided by community engagement, site conditions and context, as well as available funding. The timeline for community engagement, design, and construction is in two overlapping phases. In the following Objectives section, we have indicated if any objective is expected to occur during a specific phase. If no phase is indicated, these activities will be ongoing as part of OCPR management of the park.

#### *Phase I – Park Refresh*

Phase I mostly occurs during the Transition Period with a focus on refreshing and repairing the existing amenities at the park. See the [Transition Period Plan](#) for details about approved activities during the Transition Period (City of Pontiac and County of Oakland 6/28/2023). It is also the time for community engagement that will help us understand how people engage with the park and what is important to them about the park. The results will help prioritize design of future improvements and help guide decisions. Some of the activities during this phase include:

- Standard Park Maintenance Operations / Create Welcoming Environment – Weekly mowing, regular trash pickup, leaf removal, stump grinding, storm cleanup, street sweeping, storm water management.
- Safety Conditions – Playground mulch, replace swings, repair rock climbing wall, replace fishing dock, hazardous tree trimming and removal, remove trip hazards, filled in holes in turf, create park security plan.
- User Experience / Basic Park Amenities – Playground equipment replacement, parking lot striping, restoration of restrooms, repair horseshoe pits, restore shuffleboard concrete.



*Phase II – Park Design and Improvement (ARPA-funded projects)*

During Phase II we will engage the services of a design firm to create a master plan vision and site plan for the park<sup>7</sup>. The design will be guided by the community engagement in Phase I and will continue to engage the public and stakeholders with a series of design charrettes when we share multiple design scenarios with the public and get information on their preferences and why. The resulting master plan and engineering drawings will guide the future development of the park. Phase I activities may continue to be implemented during the early part of Phase II.

*Phase III – Park Investment and Improvement*

Phase III is the continued investment in park facilities as identified in the Phase II master plan and beyond ARPA funding. Project implementation will be dependent on available funding, including grants and sponsorships, and the results of feasibility studies and continued community engagement.

*Key Dates and Milestones*

- June 23, 2023 – Executed date for Interlocal Partnership Agreement and beginning of Transition Period and Phase I of park improvement.
- October 1, 2023 – Approximate date for end of Transition Period and beginning of operation of park as Pontiac Oaks County Park and beginning of Phase II.
- November 30, 2023 – per Interlocal Partnership Agreement, the deadline for OCPR to submit Park Action Plan to Pontiac City Council.
- December 31, 2024 – per American Rescue Plan Act (ARPA) guidelines, the deadline for all ARPA-funded contracts to be executed.
- December 31, 2026 – per ARPA guidelines, the deadline for all ARPA-funded projects to be completed.

## Park Objectives

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The park objectives outline a variety of strategies and specific actions and projects that will implement the overall vision and goals for the park. Many of the objectives are general in nature and will be developed in more detail in Phase II of the park design and development. Objectives that align directly with the Pontiac Recreation Plans objectives for Hawthorne Park are identified with a footnote (Pontiac 1/29/2021). If objectives are expected to occur in either Phase I, II, or III, or if feasibility of the actions is yet to be determine – these are indicated to the right of the individual objective. If no phase is indicated, the objective will be ongoing as part of the management of the park. Objectives that are also identified as Capital Improvement Plan (CIP) projects are also indicated to the right of the individual objective and are further detailed in the [CIP](#) section.

### I Park Management and Operation

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#### A Pontiac Oaks

During the term of the [Interlocal Partnership Agreement](#) the park will be designated Pontiac Oaks, a park within the Oakland County Parks system<sup>8</sup>. Pontiac Oaks will be operated, maintained, and improved as an Oakland County Park<sup>9</sup>, with the City of Pontiac retaining ownership<sup>10</sup>.

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<sup>7</sup> Pontiac Recreation Plan: Create a new site plan for the park (Pontiac 1/29/2021)

<sup>8</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 2.6)

<sup>9</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.3)

<sup>10</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 7.1)

B	<p>Park Operations and Maintenance Plan (POMP)<sup>11</sup></p> <p>The POMP is a requirement of the Interlocal Partnership agreement and is a detailed list of OCPs responsibilities in operating and maintaining the park.</p>	<a href="#">POMP</a>
C	<p>Capital Improvement Plan (CIP)<sup>12</sup></p> <p>The CIP is a requirement of the Interlocal Partnership agreement and is a detailed list of planned and potential capital projects for the next 5 years for the park. Projects require a detailed feasibility study prior to creating construction documents and implementing projects. All projects over \$30,000 require Parks Commission approval.</p>	<a href="#">CIP</a>
D	<p>Park Security Plan<sup>13</sup></p> <p>The Park Security Plan is a requirement of the Interlocal Partnership Agreement and is a list of strategies and actions to maintain a safe and secure park environment. It is detailed list of strategies that will be employed to maintain a park environment that is safe and welcoming, including:</p> <ul style="list-style-type: none"> <li>▪ Safety through design</li> <li>▪ Technology</li> <li>▪ Law enforcement services</li> <li>▪ Staff training</li> </ul>	<a href="#">Park Security Plan</a>
E	<p>Communicate and Collaborate with the City of Pontiac</p> <ul style="list-style-type: none"> <li>▪ Agreement Administration<sup>14</sup>: The Interlocal Partnership Agreement identifies the administrators of the Interlocal Partnership Agreement as the Mayor of Pontiac (City’s Agreement Administrator) and the OCP Director or their successors or designees.</li> <li>▪ Pontiac Park Advisory Committee: The City of Pontiac, at their sole discretion, may establish a park advisory committee to provide recommendations to the Mayor and City Council regarding park planning, improvements, and programs. As requested by the City, Oakland County Parks will collaborate with the park advisory committee and seek their input and ideas.</li> </ul>	
F	<p>Prioritize the Core Value of Diversity, Equity, and Inclusion in Pontiac</p> <p>OCP recognizes the diversity of the Pontiac community and will strive to provide facilities and experiences for all and provide an environment that welcomes everyone in the community. Our commitment to this objective is documented in the OPC Recreation Master Plan:</p> <ul style="list-style-type: none"> <li>▪ Core Value: Ground all actions and decisions in equity and justice and provide parks and recreation services that feel welcoming and safe to everyone. <ul style="list-style-type: none"> <li>○ Action: Ensure that park attendance reflects the demographic profile of the surrounding communities</li> <li>○ Action: Collaborate with partners to identify communities, households, and individuals with needs for equitably provided services and insure that OCP-sponsored programs in these communities are properly supported and are reaching their intended audience</li> </ul> </li> </ul>	

<sup>11</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.8)

<sup>12</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.9)

<sup>13</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.13)

<sup>14</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.1)

- Action: Ensure that the staff and Parks Commission reflects the racial and ethnic diversity of Oakland County and provide a positive and welcoming work environment

## II Natural Resources Management<sup>15</sup>

### A Natural Areas Stewardship: Protect, restore, and enhance unique natural communities and promote biodiversity across the landscape.

- 1 Survey for priority invasive species and rare or unique native plants.
- 2 Treat and remove priority invasive species.
- 3 Restore priority natural communities and habitats through native seeding, prescribed fire, and winter shrub removals.
- 4 Install no-mow zones, turf conversion, and landscape conversions to native plants.

### B Freshwater Stewardship: Protect, restore, and enhance wetland habitat and associated aquatic organisms.

- 1 Assess and monitor stormwater infrastructure.  
Evaluate curbed roadways and parking lot for stormwater issues and solutions that will slow entry of stormwater into the lake. It has been observed that runoff goes immediately into the lake from roadways and parking lots during rain events.

- 2 Survey for aquatic species and water quality.

#### 3 Shoreline Restoration

*Treat and remove invasive species from the shoreline of Creger and Upper Silver Lakes, while restoring natural shoreline habitat and near shore aquatic habitat. Restoration will include multiple natural shoreline techniques including regrading, native vegetation, coir log installation, aquatic native vegetation, stone toe establishment and large wood structure installations. The results will enhance habitat available to fish and riparian species, while also improving site lines and aesthetics within the park and visually connecting infrastructure within the park to the water.*<sup>16</sup>

Phase I/II  
[CIP 010](#)

- 4 Manage fisheries resource and enhance habitat.

- 5 Manage aquatic invasive species.

### C Forestry: Protect, restore, and enhance diverse forest systems and shade trees for recreational users.

- 1 Develop forest management plan for long term maintenance of tree diversity.
- 2 Monitor for forest pests and diseases and provide rapid responses to detections.
- 3 Tree maintenance and removals, tree planting and re-forestation.
- 4 Development and implementation of debris management plan.

### D Wildlife: Protect, restore, and enhance rare and unique native wildlife species and biodiversity.

- 1 Survey for threatened, endangered, and special concern species along with priority native and non-native species.
- 2 Manage nuisance and non-native wildlife.

<sup>15</sup> The Interlocal Partnership Agreement acknowledges potential restrictions due to the presence of endangered species (City of Pontiac and County of Oakland 6/23/2023, Section 4.11)

<sup>16</sup> Pontiac Recreation Plan: Remove invasive plants from lakeshore. Protect and restore shoreline. (Pontiac 1/29/2021)

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 3 Restoration of priority habitat for wildlife to increase habitat connectivity.
 

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 III Park Programs and Activities
 

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## A Recreation Programs and Services

The Recreation Programs and Services (RPS) unit develops and provides programs, special events and activities throughout the park system that bring in visitors and provide unique experiences for park users, incorporating Pontiac Oaks/Hawthorne Park into their annual scheduling of events. Reaching Pontiac residents through various avenues of promotion and collaboration with community organizations will be a priority to engage those residents who may not currently be using the park.

Types of programs that would be a good fit at this park include:

- Come Out and Play Special Event
- Camp Field Trip Programs
- Special Events
- Collaborative Events

## B Nature Education

- Environmental education/field trips/nature hikes
- Learn to kayak events
- Fishing Derby
- Winter activities- snowshoeing, skiing, etc.

## C Active Adults and Adaptive Recreation

- Fitness programs
- History programs
- Adaptive programs

 D City of Pontiac sponsored events<sup>17</sup>

Pontiac events must be scheduled in advance with OCP staff and will not be charged a fee for use of the park. City is responsible for all associated costs.

 E Private events and gatherings – reservation of park areas and/or pavilion per OCP park rules and processes.<sup>18</sup>

- Disc Golf Tournaments
- 5K races and events
- Church-sponsored events and gatherings
- Family reunions, holiday gatherings, and other social gatherings

## F Enjoyment of the park by individuals and families – drop in use without reserving facilities – e.g., picnics, boating and fishing, playing at playground, disc golf, etc.

 G Winter activities may include sledding and snowshoeing. Other activities to be determined.<sup>19</sup>

 IV Connectivity
 

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## A Neighborhood Connections Evaluation/Potential Construction

*Evaluate feasibility of establishing non-motorized connections, including the construction of new pathways and safe road crossings, that connect the park with neighborhoods that are adjacent to the property and on the east side of Telegraph Road.*

Phase  
II/III  
[CIP 018](#)

<sup>17</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.19)

<sup>18</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.17)

<sup>19</sup> Pontiac Recreation Plan: Open for winter events and activities. (Pontiac 1/29/2021)

	1	Road crossing and pathway connecting Hawthorne Park to Kennett neighborhood across Telegraph Road and other neighborhood connections	
	2	Route connecting Hawthorne Park to Waterford Oaks	
B		Public Transit Evaluate access via SMART bus and other public transport	
C		Clinton River Watershed Determine feasibility of opening water trail connections between Creger Lake, Upper Silver Lake, and Silver Lake	
V		Facilities and Assets	
A		Accessibility and Universal Access Perform accessibility audit of facilities, trails, and features to ensure compliance with the Americans with Disabilities Act (ADA), prioritizing any non-compliant items to be brought up to standards. Incorporate universal access design principles as new facilities are constructed and improvements to existing facilities are made.	
B		Boundaries and Gates Evaluation/Installation <i>Evaluate the park boundary and install appropriate type of boundary delineation per OCPD Boundary Standards that establishes the park boundary, discourages encroachment, and allows for movement of wildlife. Evaluate the need for installation of automatic gates at park entrance. Incorporate communication program with adjacent landowners.</i>	Phase II <a href="#">CIP 006</a>
C		Buildings Maintain an annually updated inventory of building roofs (materials, colors, inspection results, installation, and repair dates) and building equipment (manufacturer information, inspection results, installation, and repair dates) in the park and forecast timeline for upgrades and replacements. Transition building practices, equipment, materials, and supplies to sustainable alternatives to meet sustainability targets and decrease impact on surrounding environments.	
	1	Existing pavilion Evaluate integrity of structure and refresh with cleaning and paint; ensure universal access with access routes and ADA-compliant picnic tables and benches. Evaluate the need for replacement.	Phase I
	2	Pavilion Roof Inspection/Potential Replacement <i>Inspect roof annually for replacement need. Make repairs as needed and replace when continued maintenance is no longer feasible.</i>	Phase III Evaluate need. <a href="#">CIP 011</a>
	3	Pavilion Evaluation/Potential Construction <i>Based on public engagement, consider the need for an additional larger pavilion. If determined to be feasible, incorporate pavilion design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts. Provide electricity, lighting, large grill, and other amenities. Ensure universal access with access routes and ADA-compliant picnic tables and benches. Evaluate if there is a need for additional parking.</i>	Phase III Evaluate need & feasibility. <a href="#">CIP 008</a>
	4	Restroom Building Update/Replacement <sup>20</sup>	Phase I

<sup>20</sup> Pontiac Recreation Plan: Assess the condition of the now-closed restroom building, including for Universal Accessibility improvements. (Pontiac 1/29/2021)



	<i>Renovate existing restroom building interior, connect utilities, and exterior with new fixtures and finishes and restore functionality for public use. Install automatic locks for park opening and closing. Consider security needs. Evaluate if replacement is a more feasible option.</i>	<a href="#">CIP 007</a>
5	Restroom Building HVAC Evaluation/Potential Installation <i>Consider if there is a need for a winterized and heated restroom to serve park visitors during winter months. Select sustainable options, including high-efficiency water heaters and Energy Star-rated appliances.</i> <sup>21</sup>	Phase II/III Evaluate need. <a href="#">CIP 009</a>
6	Maintenance and Operations Shed <i>Evaluate the need and, if appropriate and feasible, design and build a maintenance and operations shed to accommodate a zero-turn mower and a light utility vehicle. Consider site context and natural resources impacts and provide electricity, EV charging, and lighting. Consider providing a separate area and entrance for disc golf equipment storage.</i>	Phase II/III Evaluate need & feasibility <a href="#">CIP 021</a>
D	Courts and Fields	
1	Horseshoe Pits Refresh and activate user groups	
2	Shuffleboard Court Clean up and repurpose. Consider replacing it with bag toss, permanent ping pong or chess tables, or other game that is trending.	
E	Disc Golf Course	
1	Disc Golf Agreement with City of Pontiac Agreement is on file but is unsigned	
2	Disc Golf Agreement with OCP Identify the appropriate type of agreement: license agreement, volunteer agreement or memorandum of understanding. Negotiated agreement must include: <ul style="list-style-type: none"> <li>▪ Acknowledgement of EGLE conservation easement and land use restrictions.</li> <li>▪ Acknowledgement of area of contamination and due care responsibilities.</li> <li>▪ Clarification of maintenance practices and responsibilities.</li> <li>▪ Does not allow tree cutting by volunteers – limited to OCP NR staff to prevent spread of disease</li> <li>▪ Does not allow trail creation or re-routing by volunteers</li> </ul>	Phase I/II
3	Disc Golf Course Update <i>Upgrade course to improve holes and tees, make general site and customer service improvements, reduce natural resource impacts, and improve access to complementary facilities. Reroute the course to separate general trail use from disc golf use, and to create a safe route for trail users. Relocate holes and tees away from former landfill area in southwest part of the park and from EGLE wetland conservation easement in the center of the park.</i>	Phase II/III <a href="#">CIP 001</a>
F	Hardscapes	

<sup>21</sup> Pontiac Recreation Plan: Open for winter events and activities. (Pontiac 1/29/2021)

	1	Road and Parking Lot Evaluation/Potential Improvements <i>Evaluate the condition of roads and parking lot and plan for improvements as needed. Repair as needed and maintain striping. Consider the need for additional parking in overall park design to strategize potential location for additional parking, if needed.</i>	Phase II/III <a href="#">CIP 013</a>
G	Open Space		
	1	Picnic Areas Repair and redistribute picnic tables and install grills. Replace as needed.	Phase I
	2	Sledding Hill <sup>22</sup> Assess sled route and remove obstacles.	
H	Playgrounds		
	1	Existing playground <i>Inspect playground annually for safety and condition. Paint structure and make repairs as needed and maintain accessible play surface and access routes. Incorporate new shade structures and seating. Replace components or entire play structure when continued maintenance is no longer feasible. If the entire structure is replaced, evaluate location.</i> The following actions are completed/in progress in Phase I <ul style="list-style-type: none"> <li>▪ Remove mulch barrier and replace mulch to create an even transition from turf surface.</li> <li>▪ Paint equipment<sup>23</sup></li> <li>▪ Climbing tower: Replace damaged structure.</li> <li>▪ Swings: Replace missing swings; add at least one accessible swing.</li> <li>▪ Additional components: Provide shade and seating, additional play elements</li> </ul>	Phase I <a href="#">CIP 014</a>
	2	Additional Play Structure Design/Potential Construction <i>Based on public engagement, consider the need for construction of an additional playground. If determined to be feasible, incorporate playground design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts.</i>	Phase III Evaluate need & feasibility <a href="#">CIP 015</a>
	3	Play Pockets Design/Installation <i>Based on public engagement, consider the need for additional smaller play elements and sensory features. If determined to be feasible, incorporate play area design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts.</i>	Phase II <a href="#">CIP 016</a>
I	Signs		
	1	Monument sign	
	2	Current events signs	
	3	Park rules sign	
	4	Disc golf wayfinding	
	5	Trail wayfinding	
	5	Interpretive signage	
J	Stormwater Infrastructure		
	1	Stormwater management	Phase II

<sup>22</sup> Pontiac Recreation Plan: Open for winter events and activities. (Pontiac 1/29/2021)

<sup>23</sup> Pontiac Recreation Plan: Paint playground equipment. (Pontiac 1/29/2021)

	<i>Evaluate roadways, parking lots and impervious surfaces for stormwater issues. Identify solutions that will slow entry of stormwater into the lake utilizing green stormwater infrastructure where feasible. Evaluate existing drains and improve to restore functionality or redesign for better function.</i>	<a href="#">CIP 012</a>
K	<b>Sustainability Improvements</b> Invest in the park system to prepare for meeting environmental sustainability targets including reducing greenhouse gas emissions, sourcing, or installing renewable energy, electrification of vehicles and equipment, improving water quality and access, reducing water, herbicide, and disposable product use, improving stormwater resilience, and reduction and management of waste.	
	1 <i>Evaluate the feasibility for installing environmental sustainability improvements at the park and install infrastructure and equipment as feasible and appropriate.</i>	Phase II <a href="#">CIP 020</a>
	2 Strategize how to provide shelter and/or relief from extreme heat events	
L	<b>Trails and Boardwalks</b>	
	1 <b>Trail System Evaluation/Improvement/Potential Construction</b> <i>Design trails to separate trail system from disc golf course to increase safety of trail users and eliminate interruption in play. Evaluate the need for additional trails in the park. Consider expanding the trail network to provide a 5K route for events. Consider accessibility, site context, and natural resources impacts. All trails must comply with OCP Trail Standards.</i> <sup>24</sup>	Phase II <a href="#">CIP 107</a>
	2 <b>Boardwalk Evaluations/Replacements</b> <i>Conduct structural inspections and replace aging boardwalks before they become unsafe and construct new boardwalks to increase accessibility and resolve trail /natural resource conflicts. Use alternative to pressure treated wood over water and incorporate wildlife crossings. Pallets and other informal materials have been used for trails crossing wet areas throughout the park. Evaluate these areas, design, and construct appropriate crossings that meet OCP Trail Standards and applicable wetland regulations or reroute trails as needed.</i>	Phase II <a href="#">CIP 005</a>
M	<b>Utilities and Infrastructure</b>	
	1 <b>Information Technology Evaluation/Potential Installations</b> <i>Evaluate the need for technological improvements at the park and install infrastructure and equipment as feasible and appropriate.</i>	Phase I/II <a href="#">CIP 019</a>
	2 Reconnect electricity and water	Phase I/II
	3 Reduce resource uses and costs – use Energy Star and water wise solutions	
	4 Consider eliminating poles with overhead lines and converting to underground utilities	
N	<b>Water Access</b>	
	1 <b>Lake Viewshed</b> Manage shoreline vegetation to restore lake views within park. See Shoreline Restoration project.	Phase I/II <a href="#">CIP 010</a>
	2 <b>Fishing Pier</b> <i>Construct new fishing pier. Remove existing after replacement is in place.</i> <sup>25</sup>	Phase I <a href="#">CIP 003</a>

<sup>24</sup> Pontiac Recreation Plan: Create a walking path and cross-county trails with mile/kilometer markers. (Pontiac 1/29/2021)

<sup>25</sup> Pontiac Recreation Plan: Improve the fishing pier. (Pontiac 1/29/2021)

3	Accessible Kayak Launch Evaluation/Potential Installation <i>Consider installation of an accessible kayak launch attached to the replaced fishing pier.</i>	Phase II/III <a href="#">CIP 004</a>
4	Boat Launch Evaluate launch for improvement needs.	Phase I
5	Beach Evaluation / Potential Construction <i>Evaluate feasibility of developing sand beach area. Consider permitting requirements, freshwater and natural resource impacts, sustainability, and long-term maintenance requirements within the context of climate change and increased storm events. Evaluate safety implications of opening a non-guarded swimming area to the public.</i>	Phase III Evaluate need & feasibility <a href="#">CIP 002</a>

## VI Property Management

A	Property Agreements and Restrictions Coordinate all design and new uses with existing property restrictions
1	Interlocal Partnership Agreement
2	EGLE Conservation Easement
3	DNR Grant Agreement
4	Due Care Plan <sup>26</sup>
B	Property Acquisition
1	Hawthorne School Property Assist City with efforts to acquire the property and integrate into park. <sup>27</sup>
2	Communicate with other adjacent property owners as appropriate regarding potential land acquisition.

<sup>26</sup> Pontiac Recreation Plan notes that that part of the property is located on a former landfill site. (Pontiac 1/29/2021)

<sup>27</sup> Pontiac Recreation Plan notes the opportunity for acquisition of the adjacent former Hawthorne School property. (Pontiac 1/29/2021)

## Capital Improvement Plan (CIP)

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The County of Oakland (“County”) and the City of Pontiac (“City”) mutually agree to this 5-Year Park Capital Improvement Plan (“CIP”) pursuant to Section 4.9 of the Interlocal Partnership Agreement for Hawthorne Park between the County and the City, dated June 23, 2023 (“Interlocal Partnership Agreement”).

1. Section 4.9 of the Interlocal Partnership Agreement provides: “When OCPRC deems necessary, OCPRC shall create a Park Capital Improvement Plan (“CIP”) forecasting Capital Improvement Projects for a five (5) year period. The CIP shall be created pursuant to OCPRC’s current policies and procedures and shall be included in OCPRC’s annual CIP. Once completed, OCPRC shall submit the CIP, applicable to the Park, to the City Representative for comments and recommendations. The Park Capital Improvement Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative. The City Representative shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the CIP. OCPRC shall review and consider the City Representative’s comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the CIP. After receiving the City Representative’s written approval of the CIP, OCPRC shall commence to have the CIP adopted and implemented pursuant to its policies and procedures. Modifications to the CIP shall be codified according to the procedure set forth in this Section.”
2. This CIP is the writing contemplated by Section 4.9.
3. Section 1.2 of the Interlocal Partnership Agreement defines Capital Improvement Project as “a project that: (1) costs thirty thousand dollars (\$30,000.00) or more and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset.”
4. Section 4.4 of the Interlocal Partnership Agreement provides the following regarding Park Improvement Projects: “OCPRC shall be responsible to provide and perform (either directly or through third parties) improvements for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. All Capital Improvement Projects shall become an integral part of the Premises and shall be owned by the City. No Capital Improvement Projects shall occur without the prior written approval of the City’s Representative, unless such Capital Improvement Project was included in the CIP.
5. Section 5.1 of the Interlocal Partnership Agreement provides the following regarding the Initial OCPRC Investment: “The County shall make an initial investment of, not less than one million five hundred thousand dollars (\$1,500,000.00), for Park operations, management, planning, maintenance, and improvements (“Initial Park Investment”).”
6. Section 5.5 of the Interlocal Partnership Agreement provides the following regarding Park Grants: “The Parties shall use their best efforts to work together to secure grant funding for Park expansion, development, improvements, operation, and maintenance. OCPRC shall be responsible for applying for and managing grants related to the Park.”

The Parties shall review this CIP every five (5) years and shall modify it as necessary.

Oakland County Parks and Recreation Commission (OCPRC) proposes the following Capital Improvements within the next 5 years following the policies and procedures of OCPRC. Inclusion of the project in this CIP is not a guarantee that the project will be implemented. Each project will be evaluated based on the core values of OCP to ensure the project will meet the needs of the community and residents and is feasible for long-term maintenance. Each project requires final approval by the OCPRC before releasing funding for the project.

*Amenities and Site Improvements*

This section comprises individual projects that are related to amenities and other site improvements within the parks and that do not fit into any of the more specific categories. Scopes are provided for each that summarize the need for the project, the actions to be taken, and how the project aligns with OCPR's Core Values.

**Project ID: 010                      Site and Grounds                      Shoreline Restoration**  
*Scope: Treat and remove invasive species from the shoreline of Creger and Upper Silver Lakes, while restoring natural shoreline habitat and near shore aquatic habitat. Restoration will include multiple natural shoreline techniques including regrading, native vegetation, coir log installation, aquatic native vegetation, stone toe establishment and large wood structure installations. The results will enhance habitat available to fish and riparian species, while also improving site lines and aesthetics within the park and visually connecting infrastructure within the park to the water.*

**Project ID: 001                      Site and Grounds                      Disc Golf Course Update**  
*Scope: Upgrade course to improve holes and tees, make general site and customer service improvements, reduce natural resource impacts, and improve access to complementary facilities. Reroute the course to separate general trail use from disc golf use, and to create a safe route for trail users. Relocate holes and tees away from former landfill area in southwest part of the park and from EGLE wetland conservation easement in the center of the park.*

**Project ID: 002                      Site and Grounds                      Beach Evaluation/Potential Construction**  
*Scope: Evaluate feasibility of developing sand beach area. Consider permitting requirements, freshwater and natural resource impacts, sustainability, and long-term maintenance requirements within the context of climate change and increased storm events. Evaluate safety implications of opening a non-guarded swimming area to the public.*

*Boardwalk, Bridge, Dock, and Deck Replacements*

Program identifies and implements projects identified via structural inspections to 1) replace aging boardwalks before they become unsafe, and 2) construct new boardwalks to increase accessibility and resolve trail /natural resource conflicts. When structures are over water, use alternative materials instead of pressure treated wood and incorporate wildlife crossings.

**Project ID: 003                      Fishing Pier                      Replacement**  
*Scope: Construct new fishing pier. Remove existing after replacement is in place. <sup>28</sup>*

<sup>28</sup> Pontiac Recreation Plan: Improve the fishing pier. (Pontiac 1/29/2021)



**Project ID: 004                      Accessible Kayak Launch                      Evaluation/Potential Installation**  
*Scope: Consider installation of an accessible kayak launch attached to the replaced fishing pier.*

**Project ID: 005                      Boardwalk                      Evaluations/Replacements**  
*Scope: Conduct structural inspections and replace aging boardwalks before they become unsafe and construct new boardwalks to increase accessibility and resolve trail /natural resource conflicts. Use alternative to pressure treated wood over water and incorporate wildlife crossings. Pallets and other informal materials have been used for trails crossing wet areas throughout the park. Evaluate these areas, design, and construct appropriate crossings that meet OCPR Trail Standards and applicable wetland regulations or reroute trails as needed.*

*Boundary Replacements*

Program identifies and implements projects to replace or remove damaged or deteriorated fences, gates, and other boundary delineation, including golf course nets. Use the boundary specification that accomplishes needed boundary identification, minimizes maintenance requirements, allows for wildlife movement, and enhances the welcoming appearance of the park. Incorporate a neighborhood communication plan into all external boundary projects.

**Project ID: 006                      Boundaries and Gates                      Evaluation/Installation**  
*Scope: Evaluate the park boundary and install appropriate type of boundary delineation per OCPR Boundary Standards that establishes the park boundary, discourages encroachment, and allows for movement of wildlife. Evaluate the need for installation of automatic gates at park entrance. Incorporate communication program with adjacent landowners.*

*Building Updates and Additions*

Program identifies projects to improve, renovate, or expand existing building interior and/or exterior, or to add a new building. A full Planning Review is a pre-requisite to implementing major changes. This review contains the following: 1) detailed description of existing conditions, 2) analysis of usage, cost recovery, and other indicators to confirm need for project, 3) historical analysis if asset is over 50 years old, 4) analysis of opportunities to advance OCPR Core Values with the project, and 5) short and long-term goals for improved building.

**Project ID: 007                      Restroom Building                      Update/Replacement**  
*Scope: Renovate existing restroom building interior and exterior with new roof, fixtures and finishes and restore functionality for public use. Install automatic locks for park opening and closing. Consider security needs. Evaluate if replacement is a more feasible option. <sup>29</sup>*

**Project ID: 008                      Pavilion                      Evaluation/Potential Construction**  
*Scope: Based on public engagement, consider the need for an additional larger pavilion. If determined to be feasible, incorporate pavilion design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts. Provide electricity, lighting, large grill, and other amenities. Ensure universal*

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<sup>29</sup> Pontiac Recreation Plan: Assess the condition of the now-closed restroom building, including for Universal Accessibility improvements. (Pontiac 1/29/2021)

access with access routes and ADA-compliant picnic tables and benches. Evaluate if there is a need for additional parking.

**Project ID: 021 Maintenance and Operations Shed Evaluation/Potential Construction**

*Scope: Evaluate the need and, if appropriate and feasible, design and build a maintenance and operations shed to accommodate a zero-turn mower and a light utility vehicle. Consider providing a separate area and entrance for disc golf equipment storage.*

#### *Building Equipment and HVAC Replacements*

Program identifies and implements projects to replace building equipment and HVAC systems based on expected life cycle, repair record, and ongoing staff inspections of more than 700 building equipment systems in the park system. Review all HVAC options, including all electric (net zero), powering through solar panels, and heat pump options. Review high-level cost estimates prior to construction. Select high efficiency water heaters and Energy Star-rated appliances.

**Project ID: 009 Restroom Building HVAC Evaluation/Potential Installation**

*Scope: Consider if there is a need for a winterized and heated restroom to serve park visitors during winter months. Select sustainable options, including high-efficiency water heaters and Energy Star-rated appliances.<sup>30</sup>*

#### *Building Roof Replacements*

Program identifies and implements projects to replace building roofs based on expected life cycle, repair record, and ongoing staff inspections of more than 230 building roofs in the park system. For each roofing project, staff will prepare a standard conceptual budget that includes options for green roofs and metal roofs and minimizes asphalt shingle/petroleum-based roofing options. Initial budget estimates for most roofs will be based on metal roof unit costs.

**Project ID: 011 Pavilion Roof Evaluation/Potential Replacement**

*Scope: Inspect roof annually for replacement need. Make repairs as needed and replace when continued maintenance is no longer feasible.*

#### *Environmental Sustainability Programs*

Invest in the park system to prepare for meeting environmental sustainability targets including reducing greenhouse gas emissions and reaching net-zero targets; sourcing or installing renewable energy; electrification of vehicles and equipment; improving water quality and access; reducing water, herbicide, and disposable product use; improving stormwater resilience; and reduction and management of waste.

**Project ID: 020 Environmental Sustainability Evaluation/Potential Installations**

*Scope: Evaluate the feasibility for installing environmental sustainability improvements at the park and install infrastructure and equipment as feasible and appropriate.*

#### *Playground Replacements and Additions*

Design and construct playgrounds and access routes that comply with the requirements of the Americans with Disability Act (ADA) and the Consumer Products Safety Commission at a minimum. Apply Universal Design principles wherever possible to foster play between people with and without disabilities and intergenerationally. Address the needs of the whole child with a variety of ground level,

<sup>30</sup> Pontiac Recreation Plan: Open for winter events and activities. (Pontiac 1/29/2021)

elevated level, and sensory experiences. Consider linking playgrounds to other spaces to play - in nature, in open space, or with water. Consider associated amenities such as shade structures, benches, and drinking water, as well as convenient parking and restroom access.

**Project ID: 014**                      **Playground**                      **Improvement/Potential Replacement**  
*Scope: Inspect playground annually for safety and condition. Paint structure and make repairs as needed and maintain accessible play surface and access routes. Incorporate new shade structures and seating. Replace components or entire play structure when continued maintenance is no longer feasible. If the entire structure is replaced, evaluate location.*

**Project ID: 016**                      **Play Pockets**                      **Design/Installation**  
*Scope: Based on public engagement, consider the need for additional smaller play elements and sensory features. If determined to be feasible, incorporate play area design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts.*

**Project ID: 015**                      **Additional Playground**                      **Evaluation/Potential Construction**  
*Scope: Based on public engagement, consider the need for construction of an additional playground. If determined to be feasible, incorporate playground design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts.*

*Road and Parking Lot Replacements*

Program identifies and implements projects to replace pavement areas based on expected life cycle, repair record, and ongoing staff inspections of the over one million square yards of various paving materials including asphalt, concrete, and paver units. The standard pavement concept budget prior to construction will include options for bioswales, stormwater management, permeable pavement, and other considerations. Eliminate coal tar sealing.

**Project ID: 012**                      **Stormwater Infrastructure**                      **Evaluation/Potential Improvements**  
*SCOPE: Evaluate roadways, parking lots and impervious surfaces for stormwater issues. Identify solutions that will slow entry of stormwater into the lake utilizing green stormwater infrastructure where feasible. Evaluate existing drains and improve to restore functionality or redesign for better function.*

**Project ID: 013**                      **Road and Parking Lot**                      **Evaluation/Potential Improvements**  
*Scope: Evaluate the condition of roads and parking lot and plan for improvements as needed. Consider the need for additional parking in overall park design to strategize potential location for additional parking, if needed.*

*Technology Improvements*

Program identifies and implements projects to improve customer service, park and building safety, staff efficiency, workplace conditions with technological innovation and equipment. Actions may include: 1) security cameras and lighting, 2) enhanced wi-fi connectivity for staff and public, 3) point-of-sale improvements, 4) vehicle and pedestrian counters, and 5) timed, automatic locking systems.

**Project ID: 019**                      **Information Technology**                      **Evaluation/Potential Installations**

*Scope: Evaluate the need for technological improvements at the park and install infrastructure and equipment as feasible and appropriate.*

### Trails

New trail development is supported by a comprehensive planning process that maximizes the trail user experience within the context of long-term sustainability. Trails are designed and constructed based on a parkwide trail plan is suited to site conditions, minimizes impacts on natural areas, and meets the requirements of the Americans with Disabilities Act and the Architectural Barriers Act Standards. To the extent possible, consider connectivity within the regional trail network and local pathways.

**Project ID: 017      Trail System      Evaluation/Improvement/Potential Construction**

*Scope: Design trails to separate trail system from disc golf course to increase safety of trail users and eliminate interruption in play. Evaluate the need for additional trails in the park. Consider expanding the trail network to provide a 5K route for events. Consider accessibility, site context, and natural resources impacts. All trails must comply with OCP Trail Standards.<sup>31</sup>*

**Project ID: 018      Neighborhood Connections      Evaluation/Potential Construction**

*Scope: Evaluate feasibility of establishing non-motorized connections, including the construction of new pathways and safe road crossings, that connect the park with neighborhoods that are adjacent to the property and on the east side of Telegraph Road.*

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<sup>31</sup> Pontiac Recreation Plan: Create a walking path and cross-county trails with mile/kilometer markers. (Pontiac 1/29/2021)

# Park Operations and Maintenance Plan (POMP)

The County of Oakland (“County”) and the City of Pontiac (“City”) mutually agree to this 5-Year Park Operations and Maintenance Plan (“POMP”) pursuant to Section 4.8 of the Interlocal Partnership Agreement for Hawthorne Park between the County and the City, dated June 23, 2023 (“Interlocal Partnership Agreement”).

1. Section 4.8 of the Interlocal Partnership Agreement provides: “When OCPRC deems necessary, OCPRC shall create a Park Operations and Management Plan (“POMP”), addressing Park operations and forecasting Park maintenance projects for a five (5) year period. Except as otherwise provided by this Agreement, the POMP shall be created pursuant to OCPRC’s current policies and procedures. Once completed, OCPRC shall submit the POMP to the City Representative for comments and recommendations. The City Representative shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the POMP. If the City Representative does not respond within the forty-five (45) day period, then the City Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the City Representative’s comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the POMP. After receiving the City Representative’s comments and recommendations or passage of the forty-five (45) day period (whichever is first), OCPRC shall commence to have the POMP adopted and implemented pursuant to its policies and procedures. Modifications to the POMP shall be codified according to the procedure set forth in this Section.”
2. This POMP is the writing contemplated by Section 4.8.
3. The purpose of this POMP is to describe and delineate the duties and responsibilities of each Party relating to Park operations and maintenance for a 5-year period beginning the date the Transition Period ends (i.e., date of approval of this Park Action Plan by the Pontiac City Council).
4. Section 1.1.6 of the Interlocal Partnership Agreement defines “Transition Period” as a period of time commencing on the Effective Date and ending on September 30, 2023 or the date the City Council and the date the City Representative approves the Park Action Plan (as described in Section 4.7), whichever occurs last.”
5. The Parties agree to the following terms and conditions:

The Parties shall review this POMP every five (5) years and shall modify it as necessary for the efficient and effective operation and management of the Park.

<b>PARK OPERATIONS AND MAINTENANCE TOPIC</b>	
<b>All items are the responsibility of OCP unless otherwise indicated</b>	
<b>I</b>	<b>Park Rules</b>
A	Park Rules are updated annually and approved by the Parks Commission. Rules are posted online at <a href="https://www.oakgov.com/community/oakland-county-parks/parks-trails/rules-and-regulations">https://www.oakgov.com/community/oakland-county-parks/parks-trails/rules-and-regulations</a>
<b>II</b>	<b>Park Access</b>
B	Opening and Closing: Park is open from dawn to dusk or other specific times as indicated in the approved Park Rules

<b>PARK OPERATIONS AND MAINTENANCE TOPIC</b>	
<b>All items are the responsibility of OCP unless otherwise indicated</b>	
<b>III</b>	<b>Fees and Charges</b>
A	Entrance Fees: No requirement for daily or annual vehicle permit
B	Pavilion Rentals per park rules
C	Other Rentals per park rules
D	Reservations of park/pavilion by City of Pontiac – no fees will be charged. <sup>32</sup>
<b>IV</b>	<b>Personnel</b>
A	Park staff
B	Contractors
C	Volunteers
<b>V</b>	<b>Communications and Marketing</b>
A	Promotion of events, social media, etc.
<b>VI</b>	<b>Programs and Special Events</b>
A	OCP programs and events
B	City of Pontiac programs and events – indicate required advance notice. City is responsible for all costs associated with its events at the park. <sup>33</sup>
C	External party programs and events
<b>VII</b>	<b>Building Maintenance</b>
B	Housekeeping
A	Inspections
1	Buildings (monthly)
B	Repairs and Maintenance
1	Operating budget-funded repairs
2	Maintenance Management Plan-funded repairs
<b>VIII</b>	<b>Park Improvements Maintenance</b>
A	Annual inspections
1	Playground (monthly and annually)
4	Stormwater infrastructure (monthly and annually)
2	Boardwalks (annual)
3	Risk assessment (annual)
B	Repairs and Maintenance
1	Operating Budget-funded repairs
2	Maintenance Management Plan-funded repairs
<b>IX</b>	<b>Grounds Maintenance</b>
A	Trash and Debris Management
B	Lawn Maintenance
C	Landscape Maintenance
D	Parking Lot Maintenance
1	Repairs
2	Striping
E	Winter Maintenance
1	Snow clearing on paved surfaces

<sup>32</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.19)

<sup>33</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.19)



<b>PARK OPERATIONS AND MAINTENANCE TOPIC</b>	
<b>All items are the responsibility of OCP unless otherwise indicated</b>	
	2 De-icing
<b>X</b>	<b>Natural Resources Management</b>
	A Forestry Management
	1 Hazardous tree management
	B Natural Areas Stewardship
	1 No-mow zones
	2 Pollinator gardens
	3 Invasive species management
	C Freshwater Stewardship
	1 Aquatic species management
	D Wildlife Management
<b>XI</b>	<b>Utilities and Telephone</b>
	A Electric service
	B Telephone service
<b>XII</b>	<b>Information Technology</b>
	A Maintenance of IT equipment
<b>XIII</b>	<b>Vehicles and Equipment</b>
	A Management of capital vehicles and equipment, including depreciation
<b>XIV</b>	<b>Administrative Support</b>
	A Fiscal services
	1 Annual operating budget
	A Planning
	1 Annual park action plan updates
	2 Design master plan
	B Resource Development
	1 Grants management
	2 Sponsorship development

# Park Security Plan

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The County of Oakland (“County”) and the City of Pontiac (“City”) mutually agree to this 5-Year Park Operations and Maintenance Plan (“POMP”) pursuant to Section 4.13 of the Interlocal Partnership Agreement for Hawthorne Park between the County and the City, dated June 23, 2023 (“Interlocal Partnership Agreement”).

1. Section 4.13 of the Interlocal Partnership Agreement provides: “Park Security. OCPRC shall work with the Oakland County Sheriff’s Office or other law enforcement to develop a security plan for the Park. Once completed, OCPRC shall submit the security plan to the City Representative for comments and recommendations. The City shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the security plan. If the City Representative does not respond within the forty-five (45) day period, then the City Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the City Representative’s comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the security plan. Security for the Park or Premises shall be provided by OCPRC solely at the expense of the OCPRC. Any routine, scheduled, or non-emergency services that may be provided to the Park or Premises shall be paid for by OCPRC or the County at their sole expense, and such services shall not be provided by the Oakland County Sheriff’s Office by utilizing personnel contracted for by the City pursuant to its contract(s) with the Oakland County Sheriff’s Office. Nothing in this paragraph should be construed as preventing or prohibiting Oakland County Sheriff’s Office deputies contracted by the City from driving through the Park if they are on a routine patrol.”
2. This Park Security Plan is the writing contemplated by Section 4.13.
3. The Parties agree to the following terms and conditions:

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## I Safety Through Design

A safe park environment is well-used by residents, has clear sight lines, and is clean and well-maintained. OCP’s park security plan will use these strategies to create and maintain an environment that is safe and welcoming.

- A Consider the safety of park users and crime prevention when designing facilities and amenities at all Oakland County Parks.
- B Establish standard opening and closing hours at the park and place signage to notify park guests of hours of operation. Make all reasonable efforts to notify park guests of changes in opening and closing hours due to weather, special events, or other reasons.

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## II Technology

Park safety through design will be enhanced by selective uses of equipment and technology. These may include security cameras, motion-activated lights, automatic locks on public buildings, and automatic entry/exit gates.

- A Secure the park after hours. Strategies to secure park may include gated access, security alarm systems, video cameras, and motion-sensor lighting.
  - B Create a plan for lighting on buildings, roadways, and parking lots will assist staff in monitoring the park.
-

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- C Evaluate the feasibility of license plate readers as a preventative measure and to assist Sheriff's departments in prosecution if needed.
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**III Law Enforcement Services**

Park security involving patrols and other law enforcement services will be managed at OCP expense and in partnership with the Oakland County Sheriff's Office.

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- A Instruct Park staff and volunteers are encouraged to report suspicious or illegal activity and/or unsafe conditions to the park Supervisor or their designee.
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- B Train Park staff and volunteers to call 911 for response by law enforcement personnel, and to not intervene to stop suspicious or illegal activity.
- 

- C Park Deputies will patrol Hawthorne the same as all the Oakland County Parks. They will drive through the park throughout the day. When we have large events at the park they will be scheduled to assist with parking and crowd control.
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**IV Staff Training**

All Park staff will receive training on Emergency Response Plan and Protocols.

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# Letter of Intent (9/7/2022)

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City of Pontiac - County of Oakland

## LETTER OF INTENT ("Letter")

By and Between:

The City of Pontiac ("City") and the County of Oakland ("County"), a Municipal and Constitutional Corporation, by and through its statutory agent, the Oakland County Parks and Recreation Commission ("OCPRC").

The City and the County desire to negotiate a mutually acceptable agreement for the operation, planning, and maintenance of approximately 77.33 acres of real property commonly known as Hawthorne Park, which is specifically described and depicted in the diagram attached and incorporated into this Letter as Exhibit A (hereinafter "Park").

Now Therefore, the City and the County acknowledge the following mutual understandings:

1. The City and the County will work together in good faith to negotiate an agreement that will govern the operation, planning, and maintenance of the Park. The agreement must address the following:
  - a. The term of the agreement, desired to be for a length of time to be determined by the parties, but somewhere in the range of 15 to 30 years;
  - b. The application for and/or receipt of grants, donations, and other monetary contributions by the Parties for the Park;
  - c. The creation and implementation of a Park Capital Improvement Plan and a Park Operation and Maintenance Plan;
  - d. A provision that the Park name, i.e., "Hawthorne Park," shall be retained throughout the duration of the agreement;
  - e. A provision that the City shall retain legal title to the Park;
  - f. The Park shall be open to residents free of charge; and
  - g. A provision that the Park will be included in the OCPRC system and subject to OCPRC Rules and Regulations, except as otherwise expressly stated.
2. OCPRC will request an allocation of American Rescue Plan of 2021 ("ARPA") funds from the Oakland County Board of Commissioners and an appropriation of Oakland County Parks and Recreation funds to make improvements at the Park and for the projects associated with the agreement, including the Park Capital Improvement Plan authorized by the agreement, provided that this Letter does not guarantee an allocation of ARPA funds or Oakland County Park and Recreation funds by the Oakland County Board of Commissioners. The City shall not be required to contribute any monies toward improvements, made at the Park, paid for with ARPA funds.

3. The Parties acknowledge and agree that the ARPA funds will be administered by the County. The City will make all reasonable efforts to support the County's administration of the funds. The County will administer and allocate the funds at its own expense and will not impose any fee for its administration of the funds upon the City.
4. It is the intent of the Parties that the agreement will have a provision that the County shall be responsible to pay for capital improvements made pursuant to the Park Capital Improvement Plan and to pay for maintenance pursuant to the Park Operation and Maintenance Plan, except as otherwise agreed by the Parties.
5. This Letter authorizes the Parties to attempt to negotiate an agreement meeting the objectives set forth herein and to request ARPA funds.
6. This Letter does not constitute or guarantee that the Parties will negotiate an agreement, lease, or contract for the operation, planning, and maintenance of the Park.
7. The Parties have taken all actions and secured the approvals necessary to authorize and complete this Letter. The individuals signing this Letter on behalf of each party have legal authority to sign and bind the Parties to the terms and conditions contained herein.

In Witness Whereof, the City and the County have executed this letter of intent as of the date, last in time, shown below.

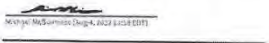
**CITY OF PONTIAC**  
A Michigan municipal corporation

By: 

Name: Tim Greimel

Its: Mayor, City of Pontiac

Date: Aug. 3, 2022

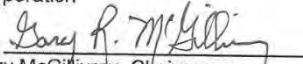
By: 

Name: Mike McGuinness

Its: City Council President, City of Pontiac

Date: Aug 4, 2022

**OAKLAND COUNTY**  
A Michigan municipal and Constitutional Corporation

By: 

Gary McGilivray, Chairperson  
Oakland County Parks and Recreation Commission

Date: 9/7/22



# Exhibit A: Hawthorne Park

City of Pontiac, Michigan

Parcel ID: 14-18-100-006

Acres: 77.33



2020 Imagery / Created 7/29/2022



# Interlocal Partnership Agreement (6/23/3023)

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**INTERLOCAL PARTNERSHIP AGREEMENT  
FOR HAWTHORNE PARK BETWEEN  
THE COUNTY OF OAKLAND  
AND  
THE CITY OF PONTIAC**

This Agreement (the "Agreement") is made between the County of Oakland, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), by, through, and administered by its statutory agent the Oakland County Parks and Recreation Commission ("OCPRC") and the City of Pontiac, 47450 Woodward Avenue, Pontiac, Michigan 48342 ("City"). County and the City may also be referred to jointly as "Parties".

**INTRODUCTION AND PURPOSE OF AGREEMENT.**

- A. OCPRC created the Healthy Communities Park and Outdoor Recreation Investment Plan ("Plan") that is a comprehensive approach, using the Coronavirus Local Fiscal Recovery Fund and OCPRC monies, to fund park improvements in areas most disproportionately impacted by the COVID 19 pandemic. These funds were leveraged by commitments from local governments with long term operational agreements/leases to facilitate the expansion of the OCPRC Park System to incorporate additional parks, including a park in the City.
- B. On September 7, 2022, the City and the County executed a letter of intent expressing a desire to negotiate a mutually acceptable agreement for the operation, management, planning, and maintenance of approximately 77.33 acres of real property currently known as Hawthorne Park located in Pontiac, Michigan.
- C. In October 2022, the Oakland County Board of Commissioners appropriated 15 million dollars of Coronavirus Local Fiscal Recovery Fund monies, in Miscellaneous Resolution #22-338, to fund and support the Plan.
- D. To effectuate the Plan and the use of Coronavirus Local Fiscal Recovery Fund and OCPRC monies, the County and the City now enter into this Agreement, pursuant to Michigan law, for the purpose of delineating the duties and responsibilities between the Parties with respect to operation, management, planning, and maintenance of approximately 77.33 acres of real property currently known as Hawthorne Park located in Pontiac, Michigan.

The Parties agree to the following terms and conditions:

- 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, addendum, or exhibit approved in accordance with Section 2.
  - 1.2. **Capital Improvement Project** means a project that: (1) costs thirty thousand dollars (\$30,000.00) or more and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset.
  - 1.3. **City** means the City of Pontiac, its Council, departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
  - 1.4. **City Employee** means any City employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether

such persons act or acted in their personal, representative, or official capacities). "City Employee" shall also include any person who was a City Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.5. **Claims** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, 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 incurred by or asserted against a Party, or for which a party 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.
- 1.6. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.7. **County Employee** means any County employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.9. **Effective Date.** The date all Parties sign the Agreement.
- 1.10. **Exhibits** means the following documents, which this Agreement includes and incorporates:
  - 1.10.1. **Exhibit A:** describes and depicts the Premises.
- 1.11. **OCPRC** means the Oakland County Parks and Recreation Commission, as established by resolution of the Oakland County Board of Commissioners pursuant to Public Act 261 of 1965, MCL 46.351, et seq.
- 1.12. **Park** means the park operated and managed by OCPRC on the Premises.
- 1.13. **Park Fees and Charges** means the following fees and charges: (1) equipment/facility rental fees, (2) event program fees, (3) sponsorship of events/programs by third parties, and (4) and all other fees and charges charged and collected by OCPRC associated with the use of the Park.
- 1.14. **Park Revenue** means the monies generated from the Park Fees and Charges received by OCPRC and grants, gifts, and donations received by OCPRC or by the City for the Park.
- 1.15. **Premises** means the real property that is described and depicted in Exhibit A.
- 1.16. **Transition Period** means a period of time commencing on the Effective Date and ending on September 30, 2023 or the date the City Council and the date the City Representative approves the Park Action Plan (as described in Section 4.7), whichever occurs last.
2. **AGREEMENT TERM/PROPERTY DESCRIPTION & TERMINATION.**

- 2.1. **Agreement Term.** This Agreement shall commence on the Effective Date and end twenty (20) years from the Effective Date (“Initial Term”). On the date the Initial Term ends, this Agreement shall automatically renew, without action of either Party, for twenty (20) years (“Renewal Term”). However, if either Party provides written notice to the other Party, at least one hundred eighty (180) days before the end of the Initial Term, of its desire that the Agreement not renew, then the Agreement shall end on the last day of the Initial Term. The non-renewal of this Agreement pursuant to this Section shall not be deemed a termination of this Agreement under Section 2.7. The terms and conditions contained in this Agreement shall not change during the Renewal Term. The approval and terms of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 2.2. **Agreement Amendments.** All amendments or modifications to this Agreement shall be in writing and approved and filed as set forth in Section 2.1.
- 2.3. **Property Subject to Agreement.** The City grants the County use of the Premises for the purposes and according to the terms and conditions set forth herein.
- 2.4. **Use of Premises.** On the date the Transition Period ends, OCPRC shall have care, control, and use of the Premises to operate, manage, plan, maintain, and improve the Premises for public recreation activities, as further described and delineated herein, and to provide other recreation activities mutually agreed upon by the Parties. OCPRC shall obtain the City’s prior consent, in writing, to use the Premises for any purpose not described herein, such consent shall be given by the City’s Representative.
- 2.5. **Fee for Use of Premises.** The County shall not pay a monetary fee for the use of the Premises. The Parties acknowledge that the services provided by the County during this Agreement are adequate consideration for this Agreement.
- 2.6. **Designation of Park & Name of Park.** During this Agreement, the Premises shall be designated an OCPRC Park with the following name: “Pontiac Oaks.”
- 2.7. **Termination/Expiration.**
  - 2.7.1. **Termination by the City.** The City may terminate this Agreement, at any time, if OCPRC is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Premises are no longer being used for the purposes identified in this Agreement; (2) OCPRC provided the City with information at any time during this Agreement that was false or fraudulent; or (3) OCPRC materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to OCPRC.
    - 2.7.1.1. **Termination by the City in Absence of Default/Breach.** If the City terminates this Agreement, in absence of default or breach by OCPRC, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice.
    - 2.7.1.2. **Termination by the City for Default/Breach.** If the City terminates this Agreement for default or breach by OCPRC, then the City does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.

- 2.7.2. **Termination by OCPRC.** OCPRC may terminate this, at any time, if the City is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Premises are no longer being used for the purposes identified in this Agreement; (2) the City provided OCPRC with information, at any time during the Agreement term, that was false or fraudulent; (3) the City materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to the City.
- 2.7.2.1. **Termination by OCPRC in Absence of Default/Breach.** If OCPRC terminates this Agreement in absence of default or breach by the City, then the City does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
- 2.7.2.2. **Termination by OCPRC for Default/Breach.** If OCPRC terminates this Agreement for default or breach of the City, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice.
- 2.7.3. **Disposition of Personal Property Upon Expiration/Termination of Agreement.** Upon expiration or termination, for any reason, of this Agreement each Party shall retain ownership of personal property purchased by them, unless the Parties agree in writing otherwise. "Personal property" does not include buildings or fixtures.
- 2.7.4. **Condition of Park Upon Expiration/Termination of Agreement.** Upon the expiration or termination of this Agreement, OCPRC shall cease all Park management and operation, surrender the Premises to the City, and cooperatively work with the City to transfer Park management and operation.
- 2.7.5. **Payment for Non-Depreciated Capital Improvement Projects Upon Agreement Expiration.** If the Agreement is not renewed at the end of the Initial Term for the Renewal Term, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC with non-Coronavirus Local Fiscal Recovery Fund monies, on the date the Agreement expires. Upon the expiration of the Renewal Term, the City shall not reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC.
3. **TRANSITION PERIOD.**
- 3.1. **Transition Period.** This Agreement includes a Transition Period. During the Transition Period, the Parties shall work cooperatively to facilitate the transfer of Park management and operations to OCPRC.
- 3.2. **Park Information.**
- 3.2.1. **Grants & Endowments.** Within thirty (30) days of the Effective Date, the City shall provide OCPRC copies of all grant agreements, endowment agreements, or other agreements that impose restrictions and conditions upon the Premises and its use.
- 3.2.2. **Agreements between the City and Third Parties.** Within thirty (30) days of the Effective Date, the City shall provide OCPRC copies of all third party agreements

relating to the use, management, or operation of the Premises, if any. OCPRC is not under any obligation to assume any third party agreements relating to the management or operation of the Premises.

3.3. **Rights and Obligations During the Transition Period.**

- 3.3.1. **Park Operation and Maintenance During Transition Period.** During the Transition Period, the City shall be responsible to operate and maintain the Park and to pay for all costs associated therewith, except that OCPRC shall assume sole responsibility for cutting the grass, at its sole, expense effective July 1, 2023.
- 3.3.2. **County Right to Access the Premises.** During the Transition Period, the County may access the Premises to perform maintenance, restoration, repairs, and improvements to the Premises, mutually agreed to by the Parties in writing.
- 3.3.3. **Premises Inspections.** During the Transition Period, the County shall inspect the infrastructure and conditions of the Park, including but not limited to the condition of utilities and their connections, the parking lot, trees, restrooms, playground equipment, trails and pathways, boat launch, and dock. The inspection shall be codified in a document to illustrate the condition of the Premises at the end of the Transition Period.
- 3.3.4. **Park Planning.** During the Transition Period, the County shall: (1) assume primary responsibility for Park planning, (2) regularly consult with the City about such planning, and (3) organize at least two (2) community forums in the City during the Transition Period to hear suggestions from City residents.
- 3.3.5. **Park Programming.** During the Transition Period, OCPRC may organize and host mutually agreed upon recreation programs, events, volunteer activities, and other activities.

3.4. **Environmental Condition.**

- 3.4.1. **Environmental Assessments.** During the Transition Period, OCPRC shall examine the Premises and perform a Phase I Environmental Site Assessment (ESA), at its sole cost, and additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.
- 3.4.2. **Copies of Environmental Assessments.** OCPRC will provide the City with a copy of the Phase I ESA and any other environmental assessments. OCPRC shall take possession of the Premises subject to such Phase I ESA and other environmental assessments performed pursuant to this Section.
- 3.4.3. **Termination Related to Environmental Assessments.** Notwithstanding any other provision, OCPRC may terminate this Agreement prior to the end of the Transition Period, if OCPRC is not satisfied with the condition of the Premises as evidenced by the Phase I ESA or other environmental assessment performed pursuant to this Section.

4. **PARK GOVERNANCE & OPERATIONS.**

- 4.1. **Agreement Administration.** The City Mayor or their successor or their written designee is the City's Agreement Administrator (hereinafter "the City's Representative"). The OCPRC Director or their successor or their written designee is



OCPRC's Agreement Administrator (hereinafter "OCPRC's Representative"). Each Party must notify the other of their written designees.

- 4.2. **Disputes.** All disputes arising under or relating to the interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties shall first be submitted to the City Representative and the OCPRC Representative for possible resolution. If the City Representative and the OCPRC Representative cannot resolve the dispute, then the dispute shall be submitted to the signatories (or their successors) of this Agreement for possible resolution.
- 4.3. **Park Management and Operations.** Except as otherwise provided by this Agreement, OCPRC shall manage and operate the Park in a manner consistent with other OCPRC Parks, OCPRC policies, the OCPRC 5-Year Parks and Recreation Master Plan ("OCPRC Master Plan"), and the plans and programs set forth and described herein. The OCPRC Master Plan can be found on the OCPRC website and includes the following core values: (a) Diversity, Equity, and Inclusion, (b) Health and Wellness, (c) Environmental Sustainability and Natural Resource Stewardship, and (d) Fiscal Responsibility and Organizational Excellence. OCPRC shall manage and operate the Park with OCPRC staff, volunteers, and contractors.
- 4.4. **Park Improvement Projects.** OCPRC shall be responsible to provide and perform (either directly or through third parties) improvements for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. All Capital Improvement Projects shall become an integral part of the Premises and shall be owned by the City. No Capital Improvement Projects shall occur without the prior written approval of the City's Representative, unless such Capital Improvement Project was included in the CIP.
- 4.5. **Park Maintenance/Repairs.** OCPRC shall be responsible to provide and perform (either directly or through third parties) maintenance and repairs for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein.
- 4.6. **Park Utilities and Services.** OCPRC shall be responsible to provide the utilities and services, it deems necessary for the operation of the Park. The provision of and costs for the utilities shall be set forth in the plans and programs set forth and described herein. However, OCPRC shall not authorize or approve any easements or other encumbrances to, on, or across the Park or the Premises.
- 4.7. **Park Action Plan.** By November 30, 2023, OCPRC shall create a Park Action Plan. The Park Action Plan shall be created pursuant to OCPRC's current policies and procedures, but shall include provisions related to Hawthorne Park contained in the 2021-2025 Pontiac Parks and Recreation Master Plan. Once completed, OCPRC shall submit the Park Action Plan to the City Representative for comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative and a majority vote of the City's City Council. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Master Plan. OCPRC Representative shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative and a majority vote of the City's City Council.



Notwithstanding any other provision, if the City Council does not approve the Park Action Plan by March 31, 2024, the County may terminate this Agreement. Such termination shall not be deemed a breach or default of the City. Modifications to the Action Plan shall be codified according to the procedure set forth in this Section.

- 4.8. **Park Operations and Management Plan.** When OCPRC deems necessary, OCPRC shall create a Park Operations and Management Plan (“POMP”), addressing Park operations and forecasting Park maintenance projects for a five (5) year period. Except as otherwise provided by this Agreement, the POMP shall be created pursuant to OCPRC’s current policies and procedures. Once completed, OCPRC shall submit the POMP to the City Representative for comments and recommendations. The City Representative shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the POMP. If the City Representative does not respond within the forty-five (45) day period, then the City Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the City Representative’s comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the POMP. After receiving the City Representative’s comments and recommendations or passage of the forty-five (45) day period (whichever is first), OCPRC shall commence to have the POMP adopted and implemented pursuant to its policies and procedures. Modifications to the POMP shall be codified according to the procedure set forth in this Section.
- 4.9. **Park Capital Improvement Plan.** When OCPRC deems necessary, OCPRC shall create a Park Capital Improvement Plan (“CIP”) forecasting Capital Improvement Projects for a five (5) year period. The CIP shall be created pursuant to OCPRC’s current policies and procedures and shall be included in OCPRC’s annual CIP. Once completed, OCPRC shall submit the CIP, applicable to the Park, to the City Representative for comments and recommendations. The Park Capital Improvement Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative. The City Representative shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the CIP. OCPRC shall review and consider the City Representative’s comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the CIP. After receiving the City Representative’s written approval of the CIP, OCPRC shall commence to have the CIP adopted and implemented pursuant to its policies and procedures. Modifications to the CIP shall be codified according to the procedure set forth in this Section.
- 4.10. **Park Access/Parking.** OCPRC shall be responsible to determine how Park patrons will access the Park (ingress to and egress from the Park). This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. In no event shall any resident of the City incur any fee or charge for entering the Park or Premises or for parking their car in or on the Park or Premises.
- 4.11. **Endangered Species.** OCPRC acknowledges that the Premises or portions thereof may be subject to restrictions or closures, if endangered species are present.
- 4.12. **Park Rules.** During this Agreement, the Park and Premises shall be subject to OCPRC Rules and Regulations and OCPRC policies and procedures, except as otherwise

provided by this Agreement.

- 4.13. **Park Security.** OCPRC shall work with the Oakland County Sheriff's Office or other law enforcement to develop a security plan for the Park. Once completed, OCPRC shall submit the security plan to the City Representative for comments and recommendations. The City shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the security plan. If the City Representative does not respond within the forty-five (45) day period, then the City Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the security plan. Security for the Park or Premises shall be provided by OCPRC solely at the expense of the OCPRC. Any routine, scheduled, or non-emergency services that may be provided to the Park or Premises shall be paid for by OCPRC or the County at their sole expense, and such services shall not be provided by the Oakland County Sheriff's Office by utilizing personnel contracted for by the City pursuant to its contract(s) with the Oakland County Sheriff's Office. Nothing in this paragraph should be construed as preventing or prohibiting Oakland County Sheriff's Office deputies contracted by the City from driving through the Park if they are on a routine patrol.
- 4.14. **Signs.** OCPRC shall be responsible for and is permitted to erect signs to identify the Park and features/structures located therein and to erect other signs that are typical and/or necessary at a public park of this nature. OCPRC shall seek the City's input regarding the design of any new sign at the entrance to the Park. OCPRC shall allow the existing City park sign to remain in its current location and shall allow the City to maintain, repair, or replace the existing city park sign, as needed.
- 4.15. **Volunteers.** OCPRC will use volunteers at the Park in various capacities, including existing volunteers and volunteer groups. All volunteers providing volunteer service at the Park shall become part of OCPRC's volunteer program.
- 4.16. **Future Real Property Acquisition.** OCPRC shall use its best efforts to assist the City with the acquisition of approximately 18.96 acres of real property (with the current Tax Identification Number of 14-18-201-011) abutting the Park. These efforts may include assistance with grant applications, funding assistance, and other services related to the acquisition of real property. If acquired, such real property shall be owned by the City, but shall be added to and included in this Agreement by way of an Agreement Amendment.
- 4.17. **Sponsorship of Events/Programs at Park by Third Parties.** Without approval from the City, OCPRC may solicit or accept sponsorship of events/programs at the Park by third-parties, pursuant to OCPRC's policies and procedures.
- 4.18. **Use of Park by Third Parties.** Notwithstanding any other provision in this Agreement, OCPRC may license use of the Park to third parties for events or programs, without approval from and notification to the City. OCPRC shall allow such use via written agreement with the third party, pursuant to OCPRC's policies and procedures and shall make its best efforts to notify the City of such events and programs in writing. To avoid scheduling conflicts at the Park, all third parties desiring to use the Park for events or programs shall schedule such use through OCPRC.
- 4.19. **Use of Park by the City.** The City may use the Park for City-sponsored community-wide events or programs at no cost, charge, or fee, if such use does not conflict with

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CITY OF PONTIAC PARK - INTERLOCAL AGREEMENT (FINAL VERSION)

scheduled events or programs. To avoid scheduling conflicts at the Park, the City shall reserve use of the Park for its events or programs, through OCPRC. The City shall be responsible for all costs associated with the setup, operation, and cleanup of such events or programs.

5. **PARK FINANCES.**

- 5.1. **Initial OCPRC Investment.** The County shall make an initial investment of, not less than one million five hundred thousand dollars (\$1,500,000.00), for Park operations, management, planning, maintenance, and improvements (“Initial Park Investment”).
- 5.2. **Establishment of Park Fees & Charges.** OCPRC shall establish all Park Fees and Charges at the Park. The Park Fees and Charges shall be created, adopted, and implemented pursuant to OCPRC’s current policies and procedures. Notwithstanding any other provision in this Agreement, at no time shall City Residents and Oakland County Residents be charged a fee for entry into the Park or the Premises or for parking at the Park or on the Premises.
- 5.3. **Park Revenue.** Subject to applicable law, all Park Revenue shall be paid to OCPRC and shall be deemed OCPRC’s. OCPRC shall record the monies of all Park Revenue according to generally accepted accounting principles and in a manner similar to how OCPRC records other revenue it collects and receives.
- 5.4. **Annual Accounting and Audits.** OCPRC shall provide the City with an annual accounting of Park Revenue consistent with OCPRC’s policies and procedures. The City has the right to annually review and audit OCPRC’s records related to Park Revenue.
- 5.5. **Park Grants.** The Parties shall use their best efforts to work together to secure grant funding for Park expansion, development, improvements, operation, and maintenance. OCPRC shall be responsible for applying for and managing grants related to the Park.

6. **ASSURANCES/LIABILITY/INSURANCE.**

- 6.1. **Title to Premises.** The City warrants that it has fee simple title to the Premises and the authority to enter into this Agreement. The City, at its sole expense, shall defend (including payment of attorney fees) OCPRC against any Claim challenging the City’s right to execute this Agreement or OCPRC’s use of the Premises as set forth herein.
- 6.2. **Liability for Claims.** Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its employees, volunteers, officers, or officials arising under or related to this Agreement.
- 6.3. **Liability for Claims Prior to the Agreement Effective Date.** The City shall be solely responsible for and shall defend (including payment of attorney fees) OCPRC against, at the City’s sole expense, any Claim that occurred prior to the Effective Date or that was incurred but not reported prior to the Effective Date.
- 6.4. **Liability for Environmental Matters.** Notwithstanding any other provision, OCPRC shall not be responsible to perform or pay for remediation or clean-up of any environmental contamination on or around the Premises, which existed on the Premises prior to the Effective Date and/or discovered by the Phase I ESA or any other environmental assessments performed pursuant to this Section 3.
- 6.5. **Legal Representation.** Except as provided herein, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments

and attorney fees, for any Claim that may arise from the performance of this Agreement.

- 6.6. **Responsibility for Costs/Fines/Fees.** Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its employees, volunteers, officers, or officials arising under or related to this Agreement.
- 6.7. **No Indemnification/Reimbursement.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.8. **Governmental Function/Reservation of Rights.** Performance of this Agreement is a governmental function and government service. This Agreement 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 Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 6.9. **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 6.10. **Insurance.**
  - 6.10.1. Except for the insurance set forth in Section 6.10.2 and Section 6.10.3, this Agreement does not require either Party to obtain insurance to cover loss exposures associated with this Agreement and the Park. Each Party is solely responsible to determine whether it will obtain insurance, and in what amounts, to cover loss exposures associated with this Agreement and the Park.
  - 6.10.2. If the City purchases a special event insurance policy for use the Premises, for whatever reason, then the City shall name the County and its boards, commissions, elected and appointed officers/officials, employees, and volunteers as “additional insureds” on such policy.
  - 6.10.3. The City, at its sole cost, shall obtain real property insurance for existing buildings and structures located on the Premises and for any future buildings and structures located on the Premises whether built by the City or OCPRC. If a building or structure that is covered by the City’s real property insurance is damaged or destroyed, OCPRC shall repair or replace the building or structure and the City shall reimburse OCPRC for all costs associated with the repair or replacement of such building or structure. OCPRC shall invoice the City for the costs of the repair or replacement and the City shall paid such invoice within thirty (30) calendar Days.
- 6.11. **Waste.** OCPRC shall not commit or allow to be committed any waste or nuisance on the Premises and will not use, or allow the Premises to be used, for any unlawful purpose.
- 6.12. **Compliance with Laws.**
  - 6.12.1. OCPRC shall comply with all applicable federal, state, or local laws, regulations, rules, and ordinances related to the operation, management, planning, maintenance, and improvement of the Premises and Park. OCPRC shall obtain any necessary permits regarding its use of the Premises.
  - 6.12.2. OCPRC acknowledges that any violations of the federal, state, or local regulations

or convictions of any resource violations may be considered a default by OCPRC and the City may terminate this Agreement, as provided herein.

6.12.3. The Parties acknowledge that the Initial Park Investment are monies from the Coronavirus Local Fiscal Recovery Fund allocated to the County pursuant to the American Rescue Plan Act of 2021. The County has determined that the work to be performed with the Initial Park Investment are government services that fit into the loss revenue eligible use category under the Department of Treasury Final Rule implementing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan of 2021. 31 CFR §35.6(d) (2023).

6.13. **Authorization.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7. **GENERAL TERMS AND CONDITIONS.**

- 7.1. **No Interest in Premises.** Through this Agreement, OCPRC shall have no title interest in and/or to the Premises or any portion thereof and has not, does not, and will not claim any such title or any easement over the Premises.
- 7.2. **Delegation or Assignment.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party. For purposes of this Section, consent for the County shall be given by the OCPRC Director or his/her successor and consent for the City shall be given by the City Representative.
- 7.3. **No Employee-Employer Relationship.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and the City.
- 7.4. **No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 7.5. **No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, 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 Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 7.6. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 7.7. **Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive



case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

- 7.8. **Force Majeure.** Notwithstanding any other term or provision of this Agreement, 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, floods, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
- 7.9. **Notices.** Notices given under this Agreement shall be in writing and shall 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 on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing certified U.S. mail.
  - 7.9.1. If Notice is sent to County, it shall be addressed and sent to: OCPRC Director, 2800 Watkins Lake Road, Waterford, Michigan 48328 and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
  - 7.9.2. If Notice is sent to the City, it shall be addressed and sent to the City Clerk, 47450 Woodward Avenue, Pontiac, Michigan 48342 and the City Mayor, 47450 Woodward Avenue, Pontiac, Michigan 48342.
  - 7.9.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 7.10. **Governing Law/Consent To Jurisdiction And Venue.** This Agreement 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 Agreement shall be brought in the 6th 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.
- 7.11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one Agreement. Copies (photo, fax, or electronic) of signatures to this Agreement will be deemed originals and may be relied on to the same extent as originals.
- 7.12. **Entire Agreement.** This Agreement and the referenced Affidavit represents the entire agreement and understanding between the Parties regarding the maintenance, operation, and management of the Park and the Premises. This Agreement and the referenced Affidavit supersede all other oral or written agreements between the Parties regarding that subject matter. 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.



IN WITNESS WHEREOF, Tim Greimel, Mayor, City of Pontiac, has been authorized by a resolution of the City, to execute this Agreement.

EXECUTED: Tim Greimel  
Tim Greimel, Mayor  
City of Pontiac

DATE: June 14, 2023

WITNESSED: Janeé Siddeth

DATE: June 14, 2023

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement.

EXECUTED: David T. Woodward  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

DATE: 6/22/23

WITNESSED: [Signature]

DATE: 6/22/23

EXECUTED: Gary R. McGillivray  
Gary McGillivray, Chairperson  
Oakland County Parks and Recreation Commission

DATE: 6/23/23

WITNESSED: [Signature]

DATE: 6/23/23

# Transition Period Plan (6/28/2023)

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## Healthy Communities Park and Outdoor Recreation Investment Plan Transition Period Plan

The County of Oakland (“County”) and the City of Pontiac (“City”) enter into this Transition Period Access Plan (“Plan”) pursuant to Section 3.3.2 of the Interlocal Partnership Agreement for Hawthorne Park between the County and the City, dated June 22, 2023 (“Interlocal Partnership Agreement”).

### INTRODUCTION

1. Section 3.3.2 of the Interlocal Partnership Agreement provides “during the Transition Period, the County may access the Premises to perform maintenance, restoration, repairs, and improvements to the Premises, mutually agreed to by the Parties in writing.” This Plan is the writing contemplated by Section 3.3.2.
2. Section 1.1.6 of the Interlocal Partnership Agreement defines “Transition Period” as a period of time commencing on the Effective Date and ending on September 30, 2023 or the date the City Council and the date the City Representative approves the Park Action Plan (as described in Section 4.7), whichever occurs last.”
3. Section 1.2 of the Interlocal Partnership Agreement defines “Capital Improvement Project” as a project that: (1) costs thirty thousand dollars (\$30,000.00) or more and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset.
4. Section 4.4 of the Interlocal Partnership Agreement provides “No Capital Improvement Projects shall occur without the prior written approval of the City’s Representative, unless such Capital Improvement Project was included in the CIP.”
5. The purpose of this Plan is to describe and delineate the duties and responsibilities of each Party during the Transition Period.
6. The Parties agree to the following terms and conditions:

Oakland County Parks and Recreation Commission (OCPRC) shall do the following, at its sole cost, during the Transition Period.

OCPR STAFF WORK DAYS – Schedule one or more staff work days to perform general cleanup and help with specific tasks as outlined below.

TRASH AND DEBRIS CLEANUP – Weekly trash pick-up on Mondays & Fridays beginning 7/3/2023. Address storm damage and debris cleanup as needed.

SNOW REMOVAL – Snow removal per OCPR standards if requested by City.

SAFETY HAZARDS – Inspect and address safety hazards.

MOWING – Begin mowing 7/1/2023 (per Section 3.3.1 of Interlocal Partnership Agreement).

NO-MOW ZONES – Review and develop no-mow zones with signage explaining environmental benefits.

ASSET MANAGEMENT – Assess all assets; implement repairs and/or replacements as needed for safety and customer services; implement Capital Improvement Projects if warranted by the condition of current assets, including:

- Restrooms, repair of existing structure and reconnection of utilities, or replacement if not repairable
- Fishing pier, replacement of existing structure, potential addition of accessible kayak launch if feasible
- Play structures, replacement of broken equipment, removal of broken mulch barrier and replenishment of mulch
- Signage as needed

AMENITY IMPROVEMENTS – Improve or replace existing amenities such as picnic tables, benches, trash cans, security cameras, and other site furnishings and equipment.

PARK SECURITY – Arrange for Oakland County Deputy patrols as needed for security of visitors and park assets.

DISC GOLF COURSE – Establish an agreement with existing Driftwood Creek Disc Golf Club.

NATURAL RESOURCE MANAGEMENT:

- Freshwater: fish and aquatic wildlife, electrofishing, aquatic invasive species surveys and control (if necessary), and control of nuisance algae and plant growth necessary for boat launch access
- Natural areas: natural community surveys, control of non-native invasive species, primarily along the shoreline using chemical control, and management of no-mow zones including native seeding
- Forestry: forest health assessment, and removal or trimming of hazardous trees
- Wildlife: native and non-native wildlife surveys

**City Representative:**

 6-28-23

Name: Khalfani Stephens                      Date  
Title: Deputy Mayor, City of Pontiac

**County Representative:**

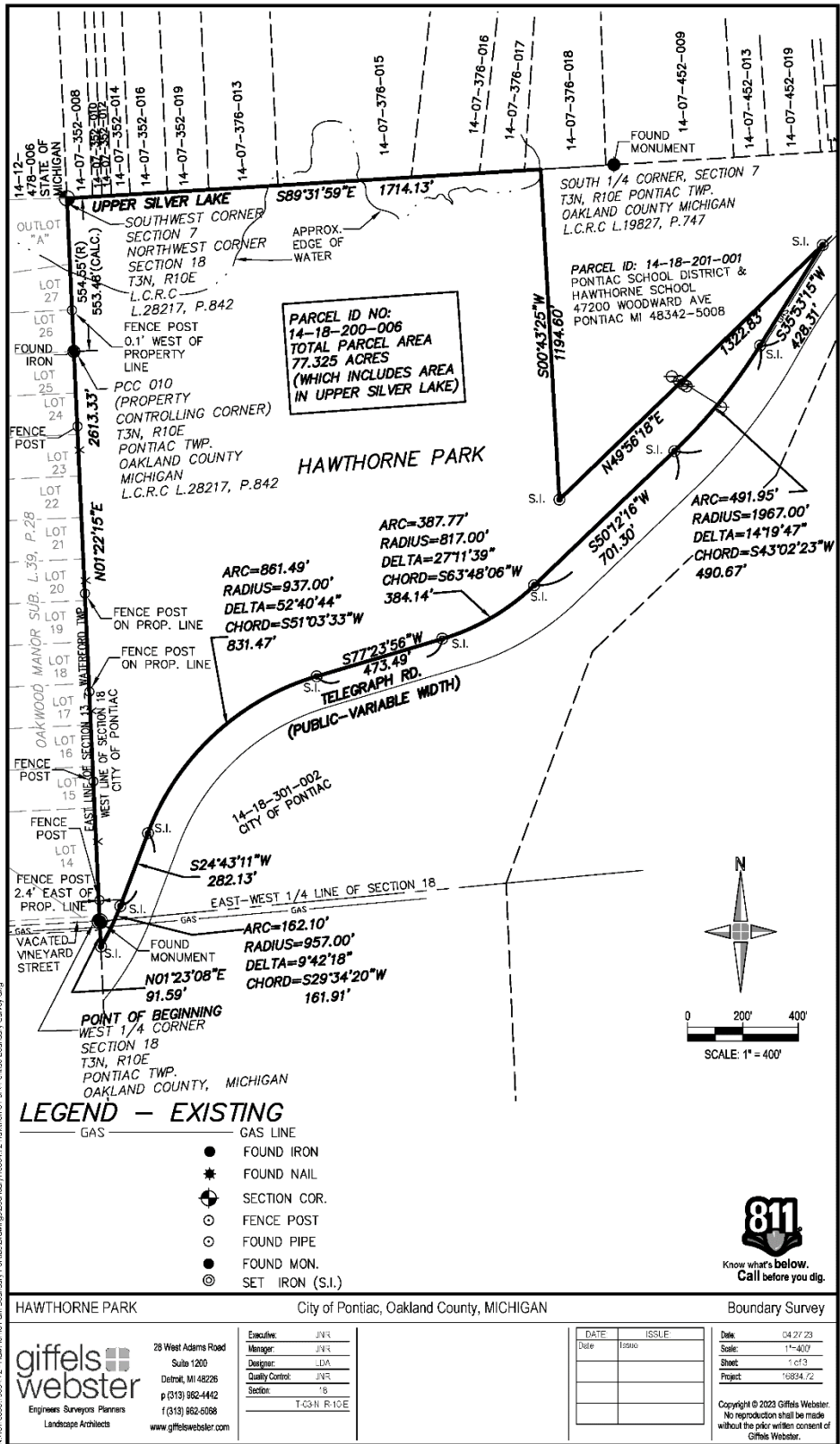
 6-28-23

Name: Chris Ward                                      Date  
Title: Director, Oakland County Parks and Recreation

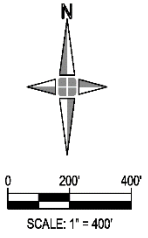
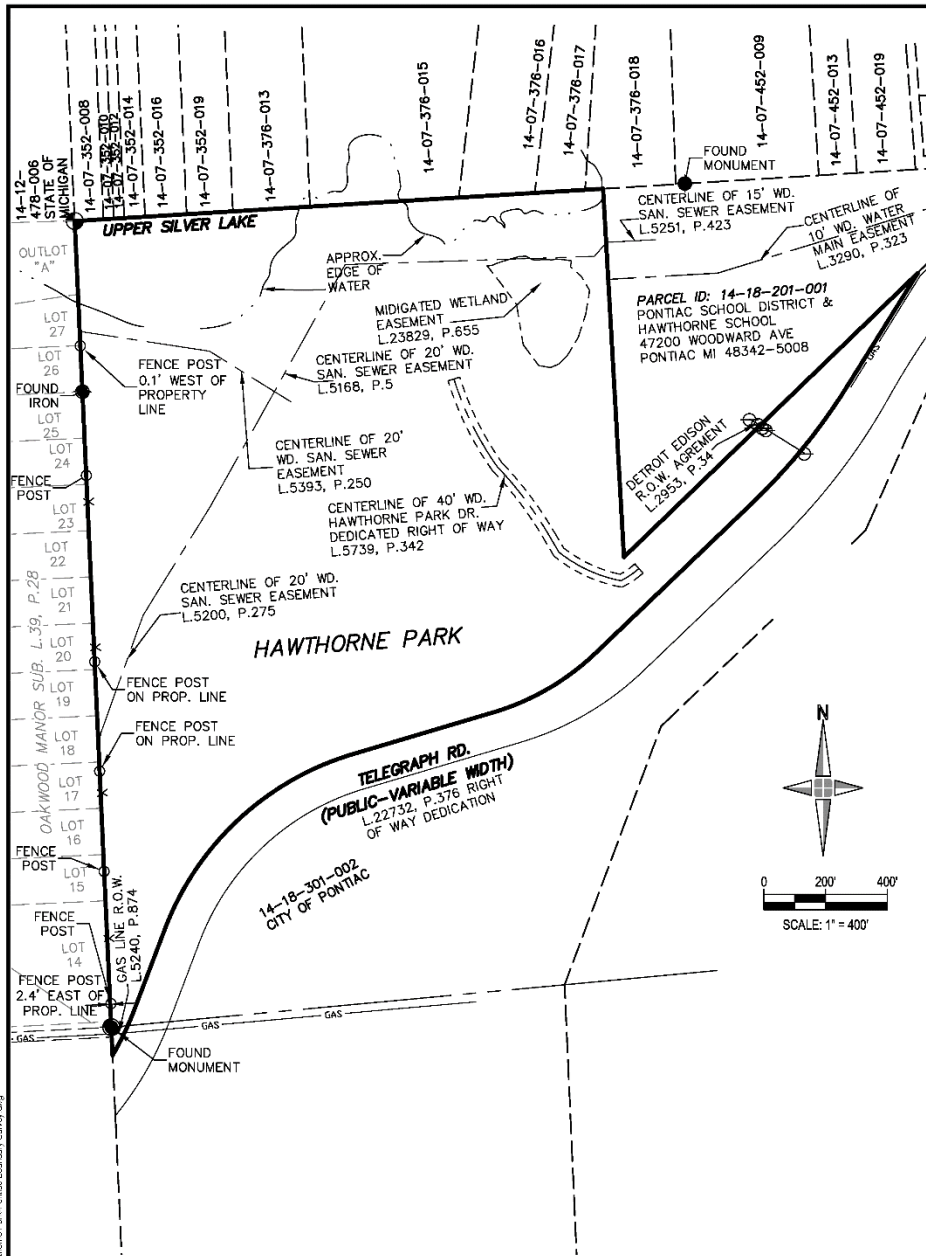
# Boundary Survey (4/27/2023)

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EXHIBIT A







**NOTE:** EASEMENTS AS SHOWN HERE ARE PER TITLE INFORMATION REPORT PREPARED BY ATA NATINAL TITLE GROUP, FILE NO. 63-23870176, WITH AN EFFECTIVE DATE OF MARCH 21, 2023.SEARCH



HAWTHORNE PARK City of Pontiac, Oakland County, MICHIGAN Easements

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 Designer: LDA  
 Quality Control: JNR  
 Section: 16  
 T-C3-N R-1-C-E

DATE	ISSUE
Date	Issue

Date: 04/27/23  
 Scale: 1"=400'  
 Sheet: 2 of 3  
 Project: 16894.72  
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**PROPERTY DESCRIPTION**

(PER TITLE INFORMATION REPORT FILE NO. 63-23870176, PREPARED BY ATA NATIONAL TITLE GROUP, LLC, WITH AN EFFECTIVE DATE OF MARCH 21, 2023)

CITY OF PONTIAC, COUNTY OF OAKLAND, STATE OF MICHIGAN PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 18, TOWN 3 NORTH, RANGE 10 EAST, DESCRIBED AS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 01 DEGREES 22 MINUTES 15 SECONDS EAST 2613.33 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 59 SECONDS EAST 1714.13 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 25 SECONDS WEST 1194.60 FEET; THENCE NORTH 49 DEGREES 56 MINUTES 18 SECONDS EAST 1322.83 FEET; THENCE SOUTH 35 DEGREES 53 MINUTES 15 SECONDS WEST 428.31 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1967.00 FEET AND A CHORD BEARING SOUTH 43 DEGREES 02 MINUTES 23 SECONDS WEST 490.67 FEET A DISTANCE OF 491.95 FEET; THENCE SOUTH 50 DEGREES 12 MINUTES 16 SECONDS WEST 701.30 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 817.00 FEET AND A CHORD BEARING SOUTH 63 DEGREES 48 MINUTES 06 SECONDS WEST 384.14 FEET A DISTANCE OF 387.77 FEET; THENCE SOUTH 77 DEGREES 23 MINUTES 56 SECONDS WEST 473.49 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 937.00 FEET AND A CHORD BEARING SOUTH 51 DEGREES 03 MINUTES 33 SECONDS WEST 831.47 FEET A DISTANCE OF 861.49 FEET; THENCE SOUTH 24 DEGREES 43 MINUTES 11 SECONDS WEST 282.13 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 957.00 FEET AND A CHORD BEARING SOUTH 29 DEGREES 33 MINUTES 04 SECONDS WEST 161.20 FEET A DISTANCE OF 161.39 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 08 SECONDS EAST 91.92 FEET TO THE POINT OF BEGINNING.

**PROPERTY DESCRIPTION (AS FIELD SURVEYED)**

CITY OF PONTIAC, COUNTY OF OAKLAND, STATE OF MICHIGAN PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 18, TOWN 3 NORTH, RANGE 10 EAST, DESCRIBED AS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 01 DEGREES 22 MINUTES 15 SECONDS EAST 2613.33 FEET ALONG THE WEST LINE OF SAID SECTION 18 TO A POINT BEING THE NORTHWEST CORNER OF SECTION 18; THENCE SOUTH 89 DEGREES 31 MINUTES 59 SECONDS EAST 1714.13 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 43 MINUTES 25 SECONDS WEST 1194.60 FEET; THENCE NORTH 49 DEGREES 56 MINUTES 18 SECONDS EAST 1322.83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TELEGRAPH ROAD (VARIABLE WIDTH); THENCE THE FOLLOWING EIGHT (8) COURSES BEING ALONG SAID NORTH RIGHT OF WAY LINE; (1) SOUTH 35 DEGREES 53 MINUTES 15 SECONDS WEST 428.31 FEET; AND (2) ALONG A CURVE TO THE RIGHT 491.95 FEET SAID CURVE, HAVING A RADIUS OF 1967.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 19 MINUTES 47 SECONDS, AND A LONG CHORD BEARING OF SOUTH 43 DEGREES 02 MINUTES 23 SECONDS WEST 490.67 FEET; AND (3) SOUTH 50 DEGREES 12 MINUTES 16 SECONDS WEST 701.30 FEET; AND (4) ALONG A CURVE TO THE RIGHT 387.77 FEET SAID CURVE HAVING A RADIUS OF 817.00 FEET, A CENTRAL ANGLE OF 27 DEGREES 11 MINUTES 39 SECONDS, AND A LONG CHORD BEARING OF SOUTH 63 DEGREES 48 MINUTES 06 SECONDS WEST 384.14 FEET; AND (5) SOUTH 77 DEGREES 23 MINUTES 56 SECONDS WEST 473.49 FEET; AND (6) ALONG A CURVE TO THE LEFT 861.49 FEET SAID CURVE HAVING A RADIUS OF 937.00 FEET, A CENTRAL ANGLE OF 52 DEGREES 40 MINUTES 44 SECONDS, AND A LONG CHORD BEARING OF SOUTH 51 DEGREES 03 MINUTES 33 SECONDS WEST 831.47 FEET; AND (7) SOUTH 24 DEGREES 43 MINUTES 11 SECONDS WEST 282.13 FEET; AND (8) ALONG A CURVE TO THE RIGHT 162.39 FEET SAID CURVE HAVING A RADIUS OF 957.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 42 MINUTES 18 SECONDS, AND A LONG CHORD BEARING OF SOUTH 29 DEGREES 34 MINUTES 20 SECONDS WEST 161.91 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18; THENCE NORTH 01 DEGREES 23 MINUTES 08 SECONDS EAST 91.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 77.325 ACRES.

**CERTIFICATION**

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND HEREON PLOTTED AND DESCRIBED DURING MAY 2023, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS BETTER THAN 1 IN 5,000, THAT THE BEARINGS FOR THIS SURVEY ARE BASED ON THE MICHIGAN SOUTH STATE PLANE COORDINATE SYSTEM AND THAT THE RELATIVE POSITIONAL PRECISION FOR EACH BOUNDARY CORNER, AND ANY OTHER FIELD LOCATED MONUMENT(S) IS BETTER THAN 0.07 FEET AT THE 95% CONFIDENCE LEVEL, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

DATE: MAY 15, 2023

JOHN NICHOLAS REDASH, MICHIGAN P.S. NO. 4001037281



HAWTHORNE PARK City of Pontiac, Oakland County, MICHIGAN Description of Parcel

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# Updates from Previous Draft (9/1/2023)

A draft of this Park Action Plan (dated 9/1/2023) was presented to the Pontiac City Council on September 12, 2023. The following comments were received from City Council members:

Councilwoman Kathalee James (email 9/21/2023)

1) Change 10 minute drive time analysis to 10 minute walk analysis for residents of Pontiac only. This agreement is between the City of Pontiac and Oakland County Parks, and therefore should focus on data relating to Pontiac. Page 6 Pontiac oaks Park Action Plan

2) Include a park advisory committee, 3 to 4 people, named by council and mayor, who would serve in advisory capacity to Oakland County Parks and the City of Pontiac to make recommendations for park programs, upgrades, and planning appropriate for a diverse community Pgs. 46-53 Park Objectives

3) Include language that insures that park staffing will represent the diversity of the Pontiac Community. Park staffing and programming shall reflect the rich diversity of our community to better serve and connect with all residents. Pgs. 46-53 Park Objectives

The following table provides details on all updates to the Park Action Plan, including responses to the comments above. Minor corrections such as spelling, grammar, and formatting are not noted in the table.

Section	Content
Introduction	No changes
<a href="#">Community Context</a>	<p><a href="#">Introduction</a>: Added the following text to the section introduction:                      “Our primary focus is on the residents of Pontiac and their access to the park. Understanding the demographic characteristics will help us evaluate if our community engagement is reaching the people of Pontiac and if Pontiac residents are access and enjoying the park features and activities at the park.                      Because Oakland County Parks (OCP) is a county agency, we also provide a data analysis of all Oakland County residents and all households within a 10-minute drive of the park. “</p> <p><a href="#">Pontiac 10-Minute Drive- and Walk-Time Analysis</a>: new sub-section added with Pontiac data only.</p> <p><a href="#">Oakland County and 10-Minute Drive-Time Analysis</a>: this section contains a more regional data analysis comparing Pontiac, 10-minute drive time, and Oakland County demographic information.</p>
<a href="#">Community Engagement</a>	<a href="#">Hawthorn Park Community Engagement</a> : Executive summary of Appendix A added, replacing preliminary discussion
<a href="#">Environmental Conditions</a>	Updated based on information from ASTI Environmental regarding the results of sampling and the content of Due Care Plan
<a href="#">Existing Conditions</a>	Section completed – missing information added
<a href="#">Strategic Plan</a>	<p>Added two new objectives to <a href="#">I. Park Operation and Management</a></p> <p>Objective I.E. Communicate and Collaborate with the City of Pontiac</p>

Section	Content
	<ul style="list-style-type: none"> <li>▪ Agreement Administration<sup>34</sup>: The Interlocal Partnership Agreement identifies the administrators of the Interlocal Partnership Agreement as the Mayor of Pontiac (City’s Agreement Administrator) and the OCP Director or their successors or designees.</li> <li>▪ Pontiac Park Advisory Committee: The City of Pontiac, at their sole discretion, may establish a park advisory committee to provide recommendations to the Mayor and City Council regarding park planning, improvements, and programs. As requested by the City, Oakland County Parks will collaborate with the park advisory committee and seek their input and ideas.</li> </ul> <p>Objective I.F. Prioritize the Core Value of Diversity, Equity, and Inclusion in Pontiac</p> <p>OCP recognizes the diversity of the Pontiac community and will strive to provide facilities and experiences for all and provide an environment that welcomes everyone in the community. Our commitment to this objective is documented in the OPC Recreation Master Plan:</p> <ul style="list-style-type: none"> <li>▪ Core Value: Ground all actions and decisions in equity and justice and provide parks and recreation services that feel welcoming and safe to everyone. <ul style="list-style-type: none"> <li>○ Action: Ensure that park attendance reflects the demographic profile of the surrounding communities</li> <li>○ Action: Collaborate with partners to identify communities, households, and individuals with needs for equitably provided services and insure that OCP-sponsored programs in these communities are properly supported and are reaching their intended audience</li> <li>○ Action: Ensure that the staff and Parks Commission reflects the racial and ethnic diversity of Oakland County and provide a positive and welcoming work environment</li> </ul> </li> </ul>
Capital Improvement Plan	No changes
Park Operations and Maintenance Plan	No changes
Park Security Plan	No changes
Letter of Intent (9/7/2022)	No changes
Interlocal Partnership Agreement (6/28/2023)	No changes
<a href="#">Boundary Survey (4/27/2023)</a>	New section added
<a href="#">Updates from Previous Draft (9/1/2023)</a>	New section added
<a href="#">Pontiac City Council Approval (10/3/2023)</a>	New section added for insertion of final resolution/minutes from City Council meeting

<sup>34</sup> Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.1)

<b>Section</b>	<b>Content</b>
<a href="#">References</a>	Updated automatically
<a href="#">Appendix A. Public Engagement Report</a>	Full report completed and added

## Pontiac City Council Approval (10/3/2023)

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INSERT Pontiac City Council Resolution / Minutes



# References

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- ASTI. 9/22/2023. "Email: RE: ASTI Hawthorne Park Sampling Event Data (1-12789)." Brighton MI: ASTI Environmental.
- ASTI. 5/19/2023. *Hawthorne Park Phase I Environmental Site Assessment*. Brighton MI: ASTI Environmental.
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- City of Pontiac and County of Oakland. 6/23/2023. *Interlocal Partnership Agreement*. Waterford MI: Oakland County Parks and Recreation Commission.
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- ETC Institute. 2022. *Oakland County Parks Needs Assessment Findings Report*. Waterford MI: Oakland County Parks and Recreation Commission.
- NRPA. 5/1/2021. "Equity in Parks and Recreation: A Historical Perspective. ." Ashburn, MA. Accessed 8 1, 2023. <https://bit.ly/3OjhUfb> .
- OCP. 1/26/2023. *Oakland County Parks 5-Year Parks and Recreation Master Plan 2023-2027*. Waterford MI: Oakland County Parks and Recreation Commission.
- Pontiac. 1/29/2021. *Pontiac Parks and Recreation Master Plan 2021-2025*. Pontiac MI: City of Pontiac City Council.

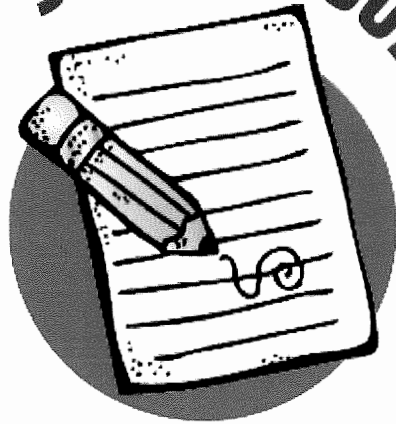
# Appendix A: Public Engagement Report

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**#36**

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**#37**

**COMMUNICATION**

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