

NOTICE OF PONTIAC CITY COUNCIL MEETING

May 4, 2021

at 6:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a Study Session on May 4, 2021 at 6:00 p.m. This meeting will be held electronically as allowed by the amended Open Meetings Act and in compliance with the City of Pontiac Electronic Meeting Policy. The agenda for the Study Session is attached. The Pontiac City Council gives notice of the following:

1. **Procedures.** The meeting will be conducted on zoom.us.

When: May 4, 2021 06:00 PM Eastern Time (U.S.A.)

Topic: 224th Session of the 10th Council.

Please click the link below to join the webinar:

<https://zoom.us/j/98405471974?pwd=aGxVa0Jib1dFTTI5NGV5eVlwZ3pKdz09>

Passcode: 016635

Or Telephone:

Dial 1 312 626 6799

Webinar ID: 984 0547 1974

Passcode: 016635

The public may view the meeting electronically through

<http://pontiac.mi.us/council/pontiactv/index.php>

2. **Public Comment.** For individuals who desire to make a public comment, please log onto the meeting using the zoom meeting link above. When the City Council reaches the public comment portion of the meeting, please raise your hand if you wish to speak during public comment. When your name is called, please unmute yourself and you will be given three minutes to speak. If you are accessing the meeting by phone, the Council President will ask are there any members of the public who are joining the meeting by phone who would like to make a public comment. Public comments are limited to three (3) minutes.

3. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or clerk@pontiac.mi.us at least 24 hours in advance of the meeting.

Dated 4-30-2021, 5:00 p.m.

Garland S. Doyle, Interim City Clerk

City of Pontiac

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

PONTIAC CITY COUNCIL

Kermit Williams, District 7
President
Randy Carter, District 4
President Pro Tem



Patrice Waterman, District 1
Megan Shramski, District 2
Mary Pietila, District 3
Gloria Miller, District 5
Dr. Doris Taylor Burks, District 6

It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."

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

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

STUDY SESSION

May 4, 2021

6:00 P.M.

224th Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Approval of the Agenda

Approval of the Minutes

1. April 27, 2021

Public Comment

Discussion

2. Status Update on City Council request for Ottawa Towers/Phoenix Center Documents

Agenda Items

Resolutions

City Council

3. City of Pontiac Resolution for First Lady JoAnn Jones
4. Resolution to approve Proposal A City Charter Revision Ballot Question for the August 3, 2021 Primary Election Ballot
5. Resolution to approve City Council Budget Hearings Schedule for Fiscal Year 2022 Budget

City Clerk

6. Resolution authorizing Hope Against Trafficking a 501 (c)(3) nonprofit organization in Pontiac as a recognized nonprofit organization in the community for the purpose of obtaining a charitable gaming license.
7. Resolution to approve, as recommended by the Planning Commission, the Specially Designated Merchant ("SDM") and Class C, 'Bistro' Licenses as requested by the petitioner, 47 North, Inc., 47 N. Saginaw St (The

City Council approved a resolution for 47 North on February 18, 2020 but another resolution needs to be approved with the correct license type.)

Communication from the Mayor

8. Mayor's Recommended Budget for Fiscal Year 2021-2022 and Review of Strategic Priorities

Resolutions

Finance

9. Resolution to approve Emergency Dispatch Services Contract with the Office of the Oakland County Sheriff

Communication from the City Clerk

10. Medical Marihuana Monthly Report for April 2021

Mayoral Monthly Reports

11. Personnel Monthly Staff Report
12. Monthly Check Register **(Per the Administration, the check registers are posted on the city's website http://pontiac.mi.us/departments/finance/financial_reports.php#revize_document_center_rz3702
The check registers for March 26, 2021 and April 23, 2021 have not been posted on the website)**
13. City Credit Card Statement **(Per the Administration, the credit card statement was given directly to Council Members by the Finance Director.)**

Adjournment

#1

MINUTES

**Official Proceedings
Pontiac City Council
223rd Session of the Tenth Council**

Call to order

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically, on Tuesday, April 27, 2021 at 6:14 p.m. by Council President Kermit Williams.

Invocation – Pro-Tem Randy Carter

Pledge of Allegiance

Roll Call

Members Present

Carter
Miller
Pietila
Taylor-Burks
Shramski
Waterman
Williams

Attendance

Remotely
Remotely
Remotely
Remotely
Remotely
Remotely
Remotely

Location

St. Clair County, MI
Pontiac, Oakland County, MI
Pontiac, Oakland County, MI
Pontiac, Oakland County, MI
Pontiac, Oakland County, MI
Youngstown, OH
Pontiac, Oakland County, MI

Mayor Waterman was present.
Clerk announced a quorum.

Amendments and Approval of Agenda

21-113 **Motion to remove item #4 (PYREC Presentation) and item #5 (PYREC Attorney Report on history of Lease versus Buy Option for 825 Golf Drive) from the agenda.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Shramski, Taylor-Burks, Waterman, Williams and Carter
No: None
Motion Carried

Approval of the Amended Agenda

21-114 **Motion to approve the amended Agenda.** Moved by Councilperson Waterman and second by Councilperson Pietila.

Ayes: Pietila, Shramski, Taylor-Burks, Waterman, Williams, Carter and Miller
No: None
Motion Carried

Approval of Minutes

21-115 **Approve meeting minutes for April 20, 2021.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Ayes: Shramski, Taylor-Burks, Waterman, Williams, Carter, Miller and Pietila
No: None
Motion Carried

April 27, 2021 Formal

Subcommittee Reports

Received Community Development April 20, 2021 Report

Received Finance April 13, 2021 Report

Recognition of Elected Officials

None

Agenda Address

None

Resolution

Information Technology (IT)

21-116 **Resolution to approve contract for new Ricoh Printers for 50th District Court, Ruth Peterson Senior Center, Bowens Senior Center and Pontiac youth Recreation and Enrichment Center. (PYREC)** Moved by Councilperson Waterman and second by Councilperson Pietila.

Whereas, the 50th District Court, Bowen Senior Center, Ruth Petersen Senior Center and Pontiac Youth Recreation and Enrichment Center utilize Ricoh printers that are 12 years old; and

Whereas, Maintenance for these outdated printers' costs approximately \$1,476 per month; and

Whereas, the current vendor can replace these printers with new printers on a lease for \$1,435.32 per month, including maintenance; and

Whereas, at the end of the 60-month lease the City will own the printers;

Now, Therefore, Be It Resolved that the Pontiac City Council approves the lease and maintenance of the new Ricoh printers at a rate of \$1,435.32 per month for a period of 60 months, and authorizes the Mayor to execute contracts necessary to complete the transaction.

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

No: None

Resolution Passed

Public Comments

Nine (9) individuals made public comments

State Senator Rosemary Bayer gave a legislative update.

Mayor, Clerk and Council Closing Comments

Mayor Waterman, Interim Clerk Doyle, Legislative Counsel Sharpe, Councilwoman Miller, Councilwoman Taylor-Burks, Councilwoman Pietila, Councilwoman Shramski, President Pro-Tem Carter and President Williams made closing comments.

Adjournment

Council President Kermit Williams adjourned the meeting at 7:07 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

#3

RESOLUTION

City of Pontiac Resolution for First Lady JoAnn Jones

WHEREAS, it is the sense of this legislative body to pay proper tribute to individuals of remarkable character whose lives have uplifted, inspired and empowered the community; and;

WHEREAS, it is feelings of the deepest regret that the Pontiac City Council mourns the passing of First Lady JoAnn Jones, a giving and loyal member of this community; and,

WHEREAS, First Lady JoAnn Jones was a distinguished graduate of Siena Heights College, earning a Bachelor of Science degree in Allied Health; and,

WHEREAS, First Lady JoAnn Jones was a dynamic person who was a true humanitarian in every sense of the word, as she spent a lifetime selflessly sharing her gifts of compassion and kindness with others, dedicating an extensive portion of her career to the healthcare industry, working at various private hospitals and universities in both Ohio and in Michigan; and,

WHEREAS, First Lady JoAnn Jones married the love of her life, Pastor Douglas P. Jones, the Senior Pastor at Welcome Missionary Baptist Church and to this union, the couple was blessed with three daughters, Lucille, Lisa and Erica; and,

WHEREAS, First Lady JoAnn Jones energetic and vivacious spirit was the driving force behind her unwavering service and devotion to the Pontiac community, she was an active member of Alpha Kappa Alpha Sorority Incorporated, she taught classes and seminars at Welcome Missionary Baptist Church, served as a chairperson for the annual Women's Day Event, operated the church bookstore, Welcome Inspirational Notions (WIN) Christian Bookstore, headed the "Early Bird Gets the Word" session which were held quarterly on the third Saturday of each month and she headed the Women's Hour of Power Fellowship which included fellowshipping of women and friends of Welcome who shared the word, light humor, lunch and a special time for women.

NOW, THEREFORE BE IT RESOLVED, that the Members of the Pontiac City Council and members of this great community will greatly miss First Lady JoAnn Jones, as her life was a portrait of service, a legacy that will long endure the passage of time and will remain as a comforting memory to all those whose lives she touched; we give our sincerest condolences to the family and friends of First Lady JoAnn Jones.

Kermit Williams

Kermit Williams, President

Randolph Carter

Randy Carter, President Pro-Tem

Patrice Waterman

Patrice Waterman, Councilwoman

Megan Shramski

Megan Shramski, Councilwoman

Mary Pietila

Mary Pietila, Councilwoman

Gloria Miller

Gloria Miller, Councilwoman

Doris Taylor-Burks

Doris Taylor-Burks, Councilwoman

#4

RESOLUTION

Pontiac City Council Resolution



WHEREAS, the Pontiac City Council approved resolution 21-02 a resolution to approve a charter revision for the August 3, 2021 Municipal Primary Election ballot

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pontiac hereby approves the placement of the following charter revision proposal on the August 3, 2021 Primary Election ballot:

BALLOT QUESTION

PROPOSAL A

Shall the 1982 Charter for the City of Pontiac be revised by a Charter Commission to be selected by the electorate?

Yes

No

#5

RESOLUTION

MEMORANDUM

TO: Honorable City Council

FR: Garland S. Doyle, Interim City Clerk

DA: April 30, 2021

RE: Proposed 2020-21 Fiscal Year Budget Hearings, Public Hearing and Discussion Schedule

Wednesday, May 19, 2021	
Departments	Start Time
Fire (Waterford Regional)	9:30 a.m.
Public Safety (Oakland County Sheriff)	10:00 a.m.
50 th District Court	10:30 a.m.
Department of Public Works (DPW)	11:00 a.m.
Thursday, May 20, 2021	
Departments	Start Time
Building (Wade Trim)	9:30 a.m.
Planning/Code Enforcement	10:30 a.m.
Law (Giarmarco, Mullins and Horton)	11:30 a.m.
Wednesday, May 26, 2021	
Departments	Start Time
Clerk, Elections and Marihuana Regulations	10:00 a.m.
Youth Recreation	11:00 a.m.
Senior Citizens	11:30 a.m.
Thursday, May 27, 2021	
Departments	Start Time
Finance	10:00 a.m.
Human Resources	
Information Technology (I.T.)	
Income Tax	
Treasury	
Economic/Community Development	11:00 a.m.
Cable	11:30 a.m.

Tuesday, June 1, 2021	Start Time
Public Hearing on the Budget	5:00 p.m.
Wednesday, June 2, 2021	
Departments	Start Time
Mayor	10:00 a.m.
City Council	10:30 a.m.
City Council Budget Discussion (Proposed Adjustments to the Budget)	11:00 a.m.
Thursday, June 3, 2021	Start Time
City Council Budget Discussion (Proposed Adjustments to the Budget)	10:00 a.m.

Now Therefore Be It Resolved that the City Council of the City of Pontiac approves the 2021-22 Fiscal Year Budget Schedule.

#6

RESOLUTION



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY
 101 E. Hilldale, Lansing MI 48933
 (517) 335-6780
 www.michigan.gov/ig

[Redacted]

[Redacted]

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(1))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Hope Against Trafficking of Pontiac
NAME OF ORGANIZATION CITY

county of Oakland asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL Yeas: _____ Nays: _____ Absent: _____	DISAPPROVAL Yeas: _____ Nays: _____ Absent: _____
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I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ at a _____ meeting held on _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

COMPLETION Required:
 SEND TO: Permitting Section of Department
 101 E. Hilldale, Lansing, MI 48933

QUALIFICATION INFORMATION

Complete this form and submit with the required qualification documents listed on the attached Qualification Requirements sheet. A Bingo, Raffle, or Charity Game Ticket license application and fee may also be submitted with this information. See box #5 below for mailing instructions.

1. ORGANIZATION INFORMATION

Organization Name <i>Hope Against Trafficking</i>			
Organization Physical Street Address <i>16 Murphy St</i>			
City <i>Pontiac</i>	State <i>Mi.</i>	Zip Code <i>48341</i>	County <i>Oakland</i>
Organization Mailing Address <i>PO Box 431413</i>			<input type="checkbox"/> Same as Physical Address
City <i>Pontiac</i>	State <i>Mi.</i>	Zip Code <i>48343</i>	County <i>Oakland</i>
Organization Telephone Number <i>248. 499. 8416</i>			

2. ORGANIZATION PURPOSE

Briefly describe the purpose of your organization.
24 month residential program to transform the lives of survivors of human trafficking, and to educate the population on the lures, dangers and signs of human trafficking

3. LICENSE APPLICATION

Enclosed is a completed application and fee for a Bingo Raffle Charity Game Ticket license
 Make checks payable to STATE OF MICHIGAN.

4. AUTHORIZED CONTACT PERSON

First Name <i>Michele Ishister</i>		Last Name		Position/Role with Organization <i>President/Treasurer</i>	
Mailing Address <i>PO Box 431413</i>				City	
State <i>Pontiac</i>	Zip Code <i>Mi.</i>	Telephone Number (Day)	Telephone Number (Evening)		
By signing below, I hereby certify that the representations, information, and data presented are true, accurate, and complete to the best of my knowledge. I understand that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.					
Authorized Contact Person Signature <i>Michele T. Ishister</i>					Date <i>4/6/2021</i>
Print Authorized Contact Name and Title <i>Michele T. Ishister, President/Treasurer</i>					

5. MAILING INSTRUCTIONS

Mail this completed Qualification Information form, the required qualification documentation listed on the Qualification Requirements sheet, and the completed license application and fee (if also applying for a gaming license) to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909. If submitting by overnight carrier (FedEx, UPS, etc.), send to Charitable Gaming Division, 101 East Hillsdale, Lansing, MI 48933.





Department of the Treasury
Internal Revenue Service

P.O.Box 2508, M/S 6403
Cincinnati OH 45201

In reply refer to: 4077956534
Apr. 15, 2020 LTR 4168C 0
46-2932988 000000 00

00016440

BODC: TE

HOPE AGAINST TRAFFICKING
PO BOX 431413
PONTIAC MI 48343-1413

030049

Employer ID number: 46-2932988
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Apr. 03, 2020, about your tax-exempt status.

We issued you a determination letter in September 2014, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

4077956534
Apr. 15, 2020 LTR 4168C 0
46-2932988 000000 00
00016441

HOPE AGAINST TRAFFICKING
PO BOX 431413
PONTIAC MI 48343-1413

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

SEP 09 2014

MONARCH WINGS MINISTRIES LLC
PO BOX 1667
ROYAL OAK, MI 48073-0000

Employer Identification Number:
46-2932988
DLN:
26053632002654
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
April 24, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

MONARCH WINGS MINISTRIES LLC

Sincerely,

Tamera Rippanda

Director, Exempt Organizations

ARTICLES OF INCORPORATION 2021

ADOPTED: 2-26-2021 -B

Preamble:

We, the board of Hope Against Trafficking, in order to establish our work on an enduring basis, and in order to meet the needs of human trafficking victims, form a safe haven in a home environment, and through advocating and establishing partnerships will provide the needed medical, mental, educational, vocational and legal services these women need that brings healing, and the opportunity to rediscover their God-given identity through Jesus Christ.

Constitution:

Article I: Name of Corporation

- The name of this group shall be "Monarch Wings Ministries" with a recent change to amend our Legal name to Hope Against Trafficking. As such, going forward this group is named Hope Against Trafficking.
- The group is incorporated as a non-profit corporation and is duly registered with the Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, PO Box 30054, Lansing, MI 48909 under corporation number to be established when registered.

Article II: Location

- The registered location for this corporation shall be 16 Murphy Ave, Pontiac, MI 48341. The address for the ministry is PO Box 431413, Pontiac, MI 48341.

Article III: Mission

- The mission of Hope Against Trafficking is to provide a holistic program including a restorative home to help female survivors of human trafficking rebuild, restore and transform their lives. We are working to answer the call for safe housing and restorative support for adult female survivors of sex and labor trafficking in Southeast Michigan to have hope for their future. Our program is one of the first program of its kind in Southeast Michigan. Hope Against Trafficking is a 2-year residential program that provides rent-free housing and comprehensive services focused on the physical, mental and economic transformation needs of female survivors of trafficking so they become empowered to thrive once again.
- The purpose of Hope Against Trafficking is to offer a safe place paired with a comprehensive program for adult survivors of human trafficking to recover, heal and thrive. HAT Hope Against Trafficking is centered around a trauma-informed, victim-centered approach that allows for individualized plans offering the victims of human trafficking the opportunity to make informed decisions about the support they need to work through the impact of their trauma and help them work toward identifying and achieving their personal goals.
- To receive and administer funds and to operate exclusively for charitable and/or educational purposes within the meaning of Section 501(c)(S) of the Internal Revenue Code of 1986,

- or comparable provisions of subsequent legislation (the "Code"), and in particular the making of distributions to organizations that qualify as exempt organizations under Section 501(C)(3) of the Code that provide an environment where individuals can practice and learn nutrition and good exercise habits to promote a healthy future.
- To acquire, own, dispose of and deal with personal property and interests; therein and to apply gifts, grants, bequests and devise, furtherance of the purposes of the Corporation.
 - To do such things and to perform such acts to accomplish its purpose as the Board of Directors may determine to be appropriate and as are not forbidden by Section 501(C)(3) of the Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.
 - As such, Hope Against Trafficking's program supports the following objectives that will help to empower women and continue to bring this issue to the political forefront:
 - Respond to the physical, emotional and psychological needs of adult female human trafficking victims
 - Provide assistance to help stabilize their lives after trafficking through counseling, support systems, free housing, workshops and employment opportunities;
 - Move survivors toward independent living through education, job skill development, life skills coaching, goal setting, budget development, and a savings match program;
 - Educate survivors of their legal rights within the criminal justice system through advocacy, referrals and accompaniment to relevant services;
 - Create awareness and training in the surrounding communities to inform the public about how to identify trafficking victims and how they can best support their spectrum of needs as volunteers.
 - Develop and support advocacy platforms to reflect challenges and best practices in combating human trafficking to support the development and implementation of related policies and practices.
 - Launch a Social Enterprise to create job opportunities and sustainable income to reinvest back into our community of residents and Hope Against Trafficking.
 - The organization shall not, as a substantial part of its activities, attempt to influence legislation or participate to any extent in a political campaign for or against any candidate for public office.
 - This corporation is organized exclusively for charitable, religious, and educational purposes including for such purposes the making of distributions to organizations that qualify as exempt organizations under section 501(c) 3 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Article IV: Tenets of Faith

- We believe that the Bible is the Word of God in human language. These Scriptures are fully inspired and they hold final authority in the life of the believer.
- We believe in the one true living God, Creator of the universe, perfect and sovereign, and ready to save from sin and death those coming to him through faith in the death and resurrection of Christ.

- We believe that all humans have exercised their will against God, and due to sin, they are incapable of returning to God by their own power or good works.
- We believe that God revealed himself most fully in Jesus Christ for the express purpose of redeeming lost humanity. Jesus was born of a virgin, fully God, yet fully human. He was crucified and rose again on the third day. He is now alive, exalted as Lord and Christ, and he holds all power in heaven and on earth.
- We believe that salvation comes by the grace of God, that is, his unmerited favor which he bestows upon sinful humans. Faith is the acceptance of God's gift of salvation. It is trust to the point of a commitment and not simply the belief that God exists.
- We believe the Holy Spirit comes to indwell all believers in response of faith. He bears witness to Christ and guides God's people into the truth. He graciously provides gifts and ministries to enable believers and the church to carry out ministry according to the Scriptures.

Article V: Polity

- The corporation is formed on a Directorship basis; the government and administration of the affairs of this organization are vested in the Board of Directors of Hope Against Trafficking.
- This organization will endeavor to cooperate in the furtherance, partnership and participation of other organizations, whose efforts are directed towards anti-human trafficking in such ways, and at such times, as the Board Members shall determine.
- Individuals and Board Members with Hope Against Trafficking are to be cognizant of potential conflict of interest situations as related to internal and external business decisions. For more information, reference Appendix A: Conflict of Interest Policy for details and disclosure procedures.
- Upon the dissolution of the corporation, assets shall be distributed for, as close as possible to the purposes of this corporation, one or more exempt purposes within the meaning of section 501(c) 3 of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Article VI: Meetings

- An annual business meeting of the Board shall be held during the month of January for the purpose of:
 - Nominations for elections and appointments shall be submitted in writing to the Board President at least 15 days before the annual business meeting.
 - Proposed amendments to the Articles and By-Laws shall be submitted to the Board President at least 15 days before the annual business meeting.
 - Review and evaluation of the board, staff and organization
- Special meetings may be called by any Board member under the above stipulations for calling a special meeting.

- A quorum for any meeting shall consist of the Board members who are in attendance and/or those Board members who vote in absentia by proxy. A Board member may vote in absentia on business items by an email generated by a member of the board and whose subject must reflect there is a request for a vote by absent members.
- A majority vote of the Directors present and the authorized votes in absentia shall be the deciding factor in any question of business.
- Roberts Rules of Order shall govern the meetings of the assembly. No motion to call the question shall be in order until every voting Board member present who wishes to do so has had an opportunity to speak on the question, but the chair may limit debate to one minute per speaker until each voting member has had an opportunity to speak.

Article: VII:

- A. No member of the Board of Directors of the Corporation who is a volunteer director and no volunteer officer, as those terms are defined in the Michigan Nonprofit Corporation Act, as amended (the "Act"), shall be personally liable to the Corporation for monetary damages for a breach of the director's or officer's fiduciary duty. However, this provision shall not eliminate or limit the liability of a director, officer for any of the following:
- 1) a breach of the director's or officer's duty of Corporation;
 - 2) acts or omissions not in good faith or misconduct or a knowing violation of law;
 - 3) a violation of Section 551(1) of the Act;
 - 4) a transaction from which the director or officer derived an improper benefit;
 - 5) an act or omission occurring before the filing of these Articles of Incorporation; or
 - 6) an act or omission that is grossly negligent.
- B. The Corporation shall assume all liability to any person other than the Corporation for all acts or omissions of a volunteer director occurring on or before the filing of these Articles of Incorporation and incurred in the good faith performance of the volunteer director's duties. The Corporation shall not assume any liability resulting from excise taxes imposed by under Chapter 42 of the Code. The Corporation shall not assume any liability resulting from claims arising under state law for mismanagement of the Corporation's assets. The Corporation shall not assume any liability to the extend the assumption is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code.
- C. The Corporation shall assume all liability for all acts or omissions of a volunteer officer or other non-director volunteer, as those terms are defined in the Act, other than liability for excise taxes imposed under Chapter 42 of the Code, occurring on or after the effective date of the filing of these Articles of Incorporation, if all of the following are met:
- 1) the volunteer was acting or reasonably believed he, or she was acting within the scope of his or her authority;

- 2) the volunteer was acting in good faith;
- 3) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct:
- 4) the volunteer's conduct was not an Intentional tort; and
- 5) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed, as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

However, the Corporation shall not assume any liability to the extent the assumption is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code,

- D. If the Act is amended after the filing of these Articles of Incorporation to authorize the further elimination or limitation of the liability of directors, officers, or non-director volunteers of nonprofit corporations, then the liability of the Corporation's directors, officers, and non-director volunteers, in addition to the limitation, elimination, and assumption of personal liability contained in this Article, will be assumed by the Corporation or eliminated or limited to the fullest extent permitted by the Act as so amended, except to the extent such limitation, elimination, or assumption of liability is inconsistent with the Status of the Corporation as an organization described in Section 501(C)(3) of the Code. No amendment or repeal of this Article will apply to or have any effect on the liability or alleged liability of any such person for any acts or omission occurring prior to the effective date of any such amendment or repeal.

Article VIII:

- A. The Corporation will distribute its income at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.
- B. The Corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Code.
- C. The Corporation will not retain any excess business holdings as defined in Section 4943(c) of the Code.
- D. The Corporation will not make any investments in such manner as to subject it to tax under Section 4944 of the Code.
- E. The Corporation will not make any taxable expenditures as defined in Section 4945(d) of the Code.

Article IX:

- The Corporation, including all activities incident to its purposes shall at all times be conducted so as to be an organization described in Section 501(C)(3) of the Code. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(C)(3) of the Code, (b) a

corporation contributions to which are deductible under Section 170(c) and Section 2055.2522 or 2106 of the Code, or (c) a nonprofit corporation organized under the laws of the State of Michigan pursuant to the Act.

- No part of the assets or net earnings of the Corporation shall inure to the benefit or be distributable to its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II above.
- No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

Appendix A: Conflict of Interest Policy

Article I – Purpose

The purpose of the Conflict-of-Interest Policy is to protect Hope Against Trafficking interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of Hope Against Trafficking or might result in a possible excess benefit of interest applicable to nonprofit and charitable organizations.

Article II - Definitions

- Interested Person
Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- Financial Interest
A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - A. Against Trafficking has a transaction or arrangement.
 - B. A compensation arrangement with Hope Against Trafficking or with any entity or individual with which Hope Against Trafficking has a
 - C. transaction or arrangement, or
 - D. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Hope Against Trafficking is negotiating a transaction or arrangement.
- Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An ownership or investment interest in any entity with which Hope
- A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III – Procedures

Duty of Good Faith: Directors, officers, committee members and employees of Hope Against Trafficking shall exercise the utmost good faith in all transactions touching upon their duties to Hope Against Trafficking and its property. They shall not use their positions, or knowledge gained from their positions, in such a way that a conflict may arise between their own personal interest and that of Hope Against Trafficking therefore, when a director, officer, committee member or employee is affiliated with an organization that seeks to enter into a transaction with Hope Against Trafficking it is incumbent upon the Board of Directors to take reasonable steps to determine that the arrangement is fair and reasonable to Hope Against Trafficking before giving its authorization.

Duty to Disclose: In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board

delegated powers considering the proposed transaction or arrangement.

Determining Whether a Conflict of Interest Exists: After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Procedures for Addressing the Conflict of Interest: An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the governing board or committee shall determine whether Hope Against Trafficking can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors or committee members whether the transaction or arrangement is in Hope Against Trafficking's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

Violations of the Conflicts of Interest Policy: If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall then appropriate disciplinary and corrective action.

Article IV- Records of Proceedings: The minutes of the governing board and all committees with board delegated powers shall contain:

- The names of the persons who disclose or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- The names of the persons who were present for discussions and votes relating to the

transaction or arrangement, the contents of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V – Compensation:

- A voting member of the governing board who receives compensation, directly or indirectly, from Hope Against Trafficking for services are precluded from voting on matters pertaining to that member's compensation.
- A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Hope Against Trafficking or services is precluded from voting on matters pertaining to that member's compensation.
- No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Hope Against Trafficking, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI - Annual Statements: Each director, principal officer and member of a committee with governing board-delegated powers shall annually sign a statement, which affirms such person:

- Has received a copy of the conflicts of interest policy,
- Has read and understands the policy,
- Has agreed to comply with the policy, and
- Understands Hope Against Trafficking is charitable and to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

Article VII- Periodic Reviews: To ensure Hope Against Trafficking operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- Whether partnerships, joint ventures, and arrangements with management organizations conform to Hope Against Trafficking's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII - Use of Outside Experts: When conducting the periodic reviews as provided for in Article VII, Hope Against Trafficking may, but need not to, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Hope Against Trafficking

Conflict of Interest Disclosure Statement and Record of Abstention

DISCLOSURE

The following is a written record of my affiliation with an organization seeking to enter into a transaction with the Hope Against Trafficking:

Name of Organization: _____

Date of Affiliation: _____

Date of Disclosure: _____

Affiliation: _____

Date

Signature

Print Name

NOTICE

It is the policy of the Board of Directors of Hope Against Trafficking to remind its directors, officers, principal committee members and employees annually of the policy, which pertains to situations involving conflicts of interest or possible conflicts of interest and to the duty of loyalty and confidentiality in their relations with Hope Against Trafficking

A copy of the Conflict-of-Interest Policy adopted by Hope Against Trafficking is attached hereto. Please acknowledge your awareness of this policy by completing and signing the enclosed copy of this notice and returning it for the records.

ACCEPTANCE

I am aware of the policy referred to above and subscribe to the same without reservation. I acknowledge that Hope Against Trafficking is charitable and, in order to maintain its tax-exempt status, must engage primarily in activities that accomplish its tax-exempt purpose.

I am affiliated with the following organizations that provide or may seek to provide services, equipment or facilities to Hope Against Trafficking (If none, please enter "none" on the first line.)

Date

Signature

Print Name

Appendix B: By-Laws

By-Law 1: Volunteers

- Each volunteer must have sincere concern for the welfare and needs of all residing or participating in any and all facilities or programs sponsored by Hope Against Trafficking. Each volunteer must be a responsible member of the community and will be approved, oriented or dismissed by the Hope Against Trafficking Board or its representatives(s).

By-Law II: Board of Directors

There shall be an official Board of Directors of not less than five (5) and not more than eleven (11) members, which shall be committed to the management, support, direction, coordination of Hope Against Trafficking and the governing of its ministry. Board members shall be elected to a three-year term. Board members may be elected to two (2) consecutive terms for a total of six (6) consecutive years.

- A. The Board shall elect from among its members one (1) President, (1) Vice-President, (1) Secretary and (1) Treasurer.
- B. There shall be an Executive Director approved by the board, who will also serve on the board as a non-voting member.
- C. Each member of the Board of Directors, as well as the Executive Director must profess a faith in Jesus Christ and ascribe to the Hope Against Trafficking tenets of faith.
- D. Each member shall serve as an individual, and not as a representative of an individual church or agency.
- E. Board members will be encouraged to either volunteer and/or visit the Hope Against Trafficking places of ministry on a routine basis.
- F. Board members will review and discuss revisions on a bi-annual basis.
 - a. For the purpose of reviewing and recommending candidates for the positions of any offices described in By-Law II. In the event there is an insufficient number of candidates to fill the open seats on the Board.
 - b. To verify the eligibility of the nominated candidates for the Board.
 - c. To review possible revisions of the Articles and By-Laws of. Hope Against Trafficking To complete the nominating and revision process.
- G. The Hope Against Trafficking board has the sole responsibility to receive from any sources available, names of potential candidates to serve on boards or committees in the organization, to deliberate and appoint "Board Members" and "Advisory Board Members" in a Board "Closed Session". The board has "full power and authority" to handle the affairs of the Organization.
- H. To acquire, own, dispose of and deal with personal property and interests; therein and to apply gifts, grants, bequests and devise, furtherance of the purposes of the Corporation.
- I. The Hope Against Trafficking Board of Directors shall maintain responsibility for capital assets (i.e. buildings & properties) and shall elect a committee to carry out related activities.

By-Law III: Advisory Boards

- An Advisory Board(s) shall exist at the sole discretion and selection of the Board of Directors. This Board shall serve in an advisory capacity only and shall not have any voting power.

By-Law IV: Dismissal of Officers

- Any person holding elected or appointed office and manifesting a lack of interest and/or failing to carry out the responsibilities of the respective office as outlined in the job description shall be dismissed by joint action of the Board of Directors and the Executive Director by a majority vote.
- All others holding an appointed or elected office may be dismissed by the board directing their activities.
- If anyone presents just cause to dismiss a Board Member, a meeting shall be called within 30 days to consider the matter. Should there be just cause, a vote will be taken by the Board to determine the outcome. The member in question shall abstain from voting.

By-Law V: Amendments

- Any amendments or changes to these Articles of Incorporation or By-Laws must be made by a majority vote at a duly called meeting according to the stipulations in Article IV.
- An exactly worded copy of the proposed Amendment or By-Law change shall be available at least seven (7) days prior to the meeting in which the matter is to be considered.
- Amendments shall take effect upon adjournment of the business meeting at which they are adopted unless a separate vote is taken to specify a different date or time for the amendment to take effect.

By-Law VI: Executive Director

The Executive Director, a full-time salaried employee, manages and administers the day-to-day operations of the Organization; serves under the direction of the Hope Against Trafficking Board and has the authority to hire and set salaries with approval of the Hope Against Trafficking Board. Also has the authority to fire staff members.

The Executive Director is responsible for overall leadership of the organization. This includes driving a successful resident program, establishing correct policies and procedures, developing a high functioning staff, coaching and development of team members; ensuring that performance standards for program team and residents are met and continue to evolve with the organization's anticipated growth and impact.

The Executive Director will champion the organizational and community mission, addressing challenges and supporting strategic plan implementation and fundraising efforts. This will include communicating and adhering to all federal/state/local laws and ordinances.

The Executive Director is responsible for overall program leadership, management and success of the organization, delivering results for organizational stakeholders, specifically our residents, staff, volunteer and donors. This position reports to the Board of Directors and may be subject to change, pending Hope Against Trafficking board decision regarding the responsibilities of the Executive Director.

---- END ---

Amendments to By-Laws:

Annual January Business Meeting for HAT 1/30/2020
Resolution: A - Bob Gosselin
Whereas: Monarch Wings / Hope Against Trafficking is a 501c3 organization with Article of Incorporation and under "Appendix B: By-Laws II" Board of Directors, reads as follows:
"The Board shall elect from among its members one (1) Chairperson and (1) Secretary."
and whereas: The Board of Directors desires to Change language to read as follows:
"The Board shall elect from among its members one (1) President (1) Vice- President (1) Secretary and (1) Treasure."
Moved by Hannah, Seconded by Lauren. All voted "yes", so adopted.

March Meeting for HAT 2/25/2020
Resolution: To eliminating this item.
Whereas: Monarch Wings / Hope Against Trafficking is a 501c3 organization with Article of Incorporation and under "Appendix B: By-Laws II" Board of Directors, reads as follows:
"and may not be re-elected to the Board of Directors until the lapse of one (1) year has occurred from the expiration date of their two (2) consecutive terms".
(Resolution: To eliminating this item.
Motion moved by Andy, Seconded by Jana on 03-25-2020. All voted "yes", so adopted.

Resolution on Feb. 22 Email Meeting for HAT 2/22/2021
Resolution: To revise existing "Articles of Incorporation and By-Laws".
Whereas: Hope Against Trafficking is a 501c3 organization with Article of Incorporation and By-Laws was reviewed and needed to update "board approved changes" and to clean up language of changing from "Monarch Wings-Hope against Trafficking" to "Hope Against Trafficking", and other minor changes.
Motion moved by Bob, Seconded by Rose on 02-21-2021.
Vote finalized on 2-22-2021
5 out of 6 voted "yes", so adopted.

Resolution on Feb. 26 Email Meeting for HAT Identified as Resolution E 2/26/2021
Resolution: Adding to existing "Articles of Incorporation and By-Laws".
Whereas: Hope Against Trafficking is a 501c3 organization with Article of Incorporation and By-Laws was reviewed and needed to add responsibilities of Executive Director
Motion moved by Bob, Seconded by Janna on 02-26-2021.
Vote finalized on 2-26-2021
5 out of 6 voted "yes", so adopted.

#7

RESOLUTION

Dear Council Members,

We are requesting your help in adjusting the language of the Redevelopment Liquor License resolution approved by The City Council in February 2020. The suggested language change is attached in the document entitled: Final Draft Response, City Of Pontiac Resolution.

Background information:

Re: 47 North, Inc. Application
Redevelopment Liquor License

47 North, Inc., appeared before you in February, 2020, to request permission to apply for a Redevelopment Liquor License, (under the TIFA Act), from the State of Michigan Liquor Control Commission (the "MLCC"), and the Council granted our request. A copy of the resolution approving our request is enclosed.

After review of the application by the MLCC, we received a "Notice of Deficiency – Withholding Investigation" letter with request for additional evidence and information, including a deficiency in the City's resolution because the resolution did not identify the statute under which the redevelopment area was established.

Consulting with our attorney and the MLCC, it has been determined that the Resolution also did not specify the "Class C" license being applied for and the Resolution erroneously referred to the applicant (47 North, Inc.) as The PLAT, Pontiac's Little Art Theatre". Our for-profit corporation (47 North, Inc.) and not the 501(c)(3) (the PLAT) is the applicant asking for these licenses. Also, we are not requesting an SDD and an SDM license, just an SDM license in conjunction with the Class C license.

In light of these circumstances and with the advice of our attorney, we are requesting that the Council, adopt the enclosed amended Resolution or, alternatively, adopt a new resolution replacing the earlier resolution and granting our request for an SDM and Class C license under MCL 436.1521a(2)(b)(i).

Thank you for your time and consideration in this matter.

Very truly yours,

47 North, Inc.

Lisa G. W. Mohler
Digitally signed by Lisa G. W. Mohler
DN: cn=Lisa G. W. Mohler, o=ou,
email=ljwmohler@hotmail.com, c=US
Date: 2021.04.30 11:03:37 -0400

Lisa G. W. Mohler, Secretary

P 1 of 2

Final Draft Response, City Of Pontiac Resolution.

Resolution to approve, as recommended by the Planning Commission, the Specially Designated Merchant (“SDM”) and Class C, 'Bistro' Licenses as requested by the petitioner, 47 North, Inc., 47 N. Saginaw St, and further recommends this application be considered for approval by the Michigan Liquor Control Commission. Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

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

Whereas the City of Pontiac Planning Commission unanimously approved a recommendation at the February 5, 2020 meeting, that the Class C Bistro License for 47 North, Inc., 47 N. Saginaw St, be approved for license issuance to the Pontiac City Council,

Whereas, 47 North, Inc., 47 N. Saginaw St, shall comply with the City of Pontiac Ordinance 2366 to Allow for Redevelopment Liquor Licenses and Conditions for Issuance and operations of the petitioned Specially Designated Merchant (“SDM”) and Class C, 'Bistro' License and MCL 436.1521 a(1)(b)(i),

Therefore, Be It Resolved, as recommended by the Planning Commission at the meeting held on February 5, 2020, that the petition for Specially Designated Merchant (“SDM”) and Class C, 'Bistro' License on behalf of the petitioner, 47 North, Inc., 47 N. Saginaw St, is hereby approved and the City Council further recommends this application be considered for approval by the Michigan Liquor Control Commission.



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a Regular meeting of the Pontiac City Council council/board
(regular or special) (township, city, village)
called to order by Councilperson Patrice Waterman on 02/18/2020 at 6:00 p.m.
the following resolution was offered: (date) (time)

Moved by Councilperson Doris Taylor-Burks and supported by Councilperson Mary Pietila

that the application from 47 North, Inc.
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): New Class C License Issued under MCL 436.1521A(1)(B) Downtown Development License
(list specific licenses requested)

to be located at: 47 N. Saginaw Street, Pontiac, Michigan 48342

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that It Recommends this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: 6

Nays: 0

Absent: 1

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the City of Pontiac
council/board at a Regular meeting held on 02/18/2020 (township, city, village)
(regular or special) (date)

Garland S. Doyle

03/15/2021

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

#9

RESOLUTION



City of Pontiac, Michigan

Department of Finance

Mayor Deirdre Waterman

To:

From: Darin Carrington, Finance Director

Date: April 29, 2021

Re: Emergency Dispatch Services Contract

For several years, the City has been contracting with the Oakland County Sheriff for Emergency Dispatch Services. The proposed agreement and rates were recently approved by the Oakland County Commission. The proposed agreement is for a 3-year period and at rates as outlined below:

2021-2024 Emergency Medical Dispatch Service Agreement

Service Month	Per Month Cost for Services
April 1, 2021 – March 31, 2022	\$31,672.68
April 1, 2022 – March 31, 2023	\$32,622.86
April 1, 2023 – March 31, 2024	\$33,601.54

Oakland County set the proposed rates based on a formula that relies on the amount of call volume that has occurred over the last several years. The call volume that was recorded by Oakland County for the City during the last several years is as follows:

Police Call Volume:

- 2017 - 66,733
- 2018 - 66,089
- 2019 - 65,975
- 2020 - 65,352

EMS Call Volume:

- 2017 – 10,608
- 2018 – 10,797
- 2019 – 11,771
- 2020 – 11,404

The prior contract for the emergency dispatch services was based on estimated call volume. As pointed out above, this contract is based on actual call volume over the last several years. The higher than initially estimated call volume has resulted in a monthly increase in the monthly rate for the proposed services. The prior contract had a monthly rate of \$17,632. The proposed contract calls for a monthly rate of \$31,672 and annual increases of approximately 3%.

Proposed Council Resolution:

WHEREAS, the City is authorized by law to provide Emergency Services throughout the City; and

WHEREAS, in order to provide Emergency Services for its residents the City must also provide emergency communication and dispatch functions; and

WHEREAS, the Oakland County Sheriff provides emergency dispatch services; and

WHEREAS, the Oakland County Sheriff agrees to provide Emergency Dispatch Services under the terms and conditions as outlined in the attached agreement;

NOW, THEREFORE, Be It Resolved that the City Council hereby authorizes the City to enter into the proposed agreement with the Oakland County Sheriff for providing of Emergency Dispatch Services.

EMERGENCY COMMUNICATIONS & OPERATIONS DIVISION

COMMANDER: *Captain Mel Maier*

The Sheriff's Operations Center Telecommunicators attended 200 training classes in 2020 and were trained in a wide range of topics including how to manage domestic violence and suicidal callers as well as training related to the ongoing pandemic and public safety response to COVID-19. Their customer service ratings are reflective of the outstanding and rigorous training they undergo and the team members' commitment to excellence. The Division answers all 911 emergency as well as non-emergency calls for the Oakland County Sheriff's Office and 10 local law enforcement agencies, 19 local fire departments and the Oakland County Animal Shelter and Pet Adoption Center. All call takers are fully trained and certified by the International Emergency Academies of Dispatch (IAED) in Emergency Medical Dispatch (EMD), Emergency Fire Dispatch (EFD), and Emergency Police Dispatch (EPD). The Oakland County Sheriff's Office was the first and one of the few agencies in Michigan certified in all three dispatch protocols used daily at the Operations Center.

The Sheriff's Operations Center and the Oakland County Sheriff Task Force developed detailed plans to ensure public safety services would be readily available and rapidly provided to county residents, businesses and visitors regardless of pandemic conditions and the ongoing effects of the COVID-19 virus. This Task Force prepared for emergency dispatch situations in which multiple local 9-1-1 Emergency Communications Centers (ECC) would consolidate and police, fire, and EMS agencies would merge and cover local services for any all effected communities. Oakland County IT and its CLEMIS Division were able to rapidly update our Computer Aided Dispatch and reporting systems to ensure first responders would be available to any caller, at any location, at any time.

The Oakland County Sheriff's Office operates one of the largest police/fire/EMS dispatch 911 centers in Michigan. The Operations Center is comprised of one division Captain, one Lieutenant, five sergeants, two quality assurance supervisors, six dispatch specialist shift leaders, 70 dispatch specialists, and one technical assistant. The Sheriff's Operations Center provides assistance to local agencies for K-9, Arson Investigators, Traffic Crash Reconstruction, Forensic Lab, SWAT Team, Aviation Unit, Dive/Rescue Team, or other Sheriff's Office special teams.

2020 EMERGENCY MEDICAL DISPATCH CALL STATISTICS

Total Number of EMD Calls 24,312

2020 EMERGENCY FIRE DISPATCH CALL STATISTICS

Total Number of EFD Calls 2,159

2020 EMERGENCY POLICE DISPATCH CALL STATISTICS

Total Number of EPD Calls 19,697

In 2018, the Oakland County Sheriff's Office improved the Emergency Services IP Network (ESI Net) in preparation for Next Generation 9-1-1 system and have converted all traditional routing trunks to a more resilient fiber-based system. RapidSOS has been implemented to assist in

more accurately locating callers using advanced services on both Android and Apple LTE devices. As technology and innovation in communications continues, the Sheriff's Operations Center will be adopting new messaging and location-based services for their callers in 2021 that includes updating Text to 911 to include Real Time Texting to enhance access to 911 for those with disabilities. FirstNet has been implemented as the LTE solution for communications and 20 specially designed LTE Band 14 devices have been deployed as a fourth-level redundancy in our Operations Center, ensuring 911 communications are not interrupted during a crisis as well as redundancy to our Computer Aided Dispatch (CAD).

The Sheriff's Operations Center has developed a strong multi-path redundant communications system for its telephone and radio systems. However, in the event of disaster, a new fully equipped Backup Operations Center has been established within Oakland County. This Backup Operations Center has 911 telephone, traditional telephone, digital trunked radio, and Computer Aided Dispatch (CAD) system capability. It has also been configured for use as an alternate route for any local 911 center in Oakland County.

2020 DISPATCHED INCIDENT STATISTICS

Sheriff's Office	253,302
Other Police Agencies	78,325
Fire/EMS Departments	47,871
Total Incidents	379,498

In 2020, the Operations Center managed 538,713 **telephone calls**. 201,390 911 telephone calls were answered, with cellular calls now constituting 83% of the total 911 calls received.

2020 CALL VOLUME STATISTICS

911 Landline	13,612
911 VOIP	14,292
911 Cellular	167,591
911 Other	5,895
10 Digit Emergency	92,721
Administrative Calls	121,045
Outbound Calls	123,557
TOTAL CALLS	538,713

In 2015, Sheriff Michael J. Bouchard brought Text-to-911 services to Oakland County. The Sheriff's Operations Center continues to receive all Text-to-911 calls for the entire county. Dispatch Specialists are able to receive text messages that are sent to 911 and communicate back and forth with the sender. In 2020, the Operations Center handled 576 emergency texting sessions.

The Warrant Clerks for the Sheriff's Operations Center are responsible for the research, entry, and confirmation of warrants from the 15 District Courts in Oakland County and the 6th Circuit Court.

2020 Operations Center Warrants Unit Statistics

WARRANT ENTRIES

Felony Warrants– 692
Misdemeanor Warrants– 1,416
Criminal Bench Warrants - 2,142
Civil Warrants - 257
Other Warrants – 8
Total Packed and Entered – 4,515

WARRANT CANCELLATIONS

Felony Warrants– 656
Misdemeanor Warrants– 1,341
Criminal Bench Warrants -2,163
Civil Warrants -328
Other Warrants – 8
Total Cancelled and Returned – 4,496

Total Court Orders Managed in 2020 - 9,011

**2021 – 2024 EMERGENCY MEDICAL DISPATCH SERVICE AGREEMENT
BETWEEN COUNTY OF OAKLAND
AND
THE CITY OF PONTIAC**

April 1, 2021 – March 31, 2024

This Agreement is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (the "COUNTY"), and the CITY OF PONTIAC, whose address is 47450 Woodward Avenue, Pontiac, Michigan, 48342-2271 (the "CITY"). In this AGREEMENT, the COUNTY and/or the City may also be referred to as a "PARTY" or the "PARTIES." In this Agreement, the COUNTY shall be represented by the OAKLAND COUNTY SHERIFF, in their official capacity as a Michigan Constitutional Officer, whose address is 1200 North Telegraph Road, Bldg. 38 E., Pontiac, Michigan 48341 (the "SHERIFF"). In this Agreement, whenever the COUNTY and the SHERIFF are intended to be referred to jointly, they shall collectively be referred to as the "OAKLAND COUNTY SHERIFF'S OFFICE" ("O.C.S.O").

INTRODUCTION

WHEREAS, the CITY is authorized by law to provide emergency medical service for its residents; and

WHEREAS, to provide effective emergency medical service for its residents, the CITY must also provide emergency medical communication and dispatch functions; and

WHEREAS, the O.C.S.O. provides emergency medical communication and dispatch functions and has the capability to provide emergency medical dispatch for the CITY but, absent this Agreement, is not obligated to provide EMERGENCY MEDICAL DISPATCH SERVICE for the CITY; and

WHEREAS, the COUNTY and the CITY may enter into an agreement by which the O.C.S.O. would provide EMERGENCY MEDICAL DISPATCH SERVICE for the CITY; and

WHEREAS, the CITY has concluded that it is more cost effective to contract for EMERGENCY MEDICAL DISPATCH SERVICE with the O.C.S.O. than to equip and staff its own emergency medical communication and dispatch center; and

WHEREAS, the O.C.S.O. agrees to provide EMERGENCY MEDICAL DISPATCH SERVICE for the CITY under the following terms and conditions;

NOW, THEREFORE, it is mutually agreed as follows:

1. The COUNTY, with the cooperation and approval of the SHERIFF, shall, in conjunction with its existing O.C.S.O. emergency medical dispatch policies and procedures provide EMERGENCY MEDICAL DISPATCH SERVICE to the CITY.
2. Except as expressly provided for in this Agreement, the Parties agree that this Agreement does not, and is not intended to, transfer, delegate, or assign to the other Party any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability

associated with any governmental function delegated and/or entrusted to either Party under any existing law or regulations.

3. For all purposes and as used throughout this Agreement, the words and expressions listed below, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows:
 - 3.1 "EMERGENCY MEDICAL SERVICE(S)" means the emergency medical services personnel, ambulances, vehicles and equipment required for transport or treatment of an individual requiring medical first response life support, basic life support, limited advanced life support, or advanced life support.
 - 3.2 "EMERGENCY MEDICAL DISPATCH SERVICE(S)" means any emergency or non-emergency communication of any kind received by the O.C.S.O. which, in the sole judgment of the O.C.S.O., requests or requires EMERGENCY MEDICAL SERVICE by the CITY'S DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER and all subsequent O.C.S.O. or COUNTY AGENT communications or attempted communications designed or intended to effectuate delivery of EMERGENCY MEDICAL SERVICES within the CITY.
 - 3.3 "DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER" shall be defined as the agency, corporation or entity designated by the CITY to provide EMERGENCY MEDICAL SERVICES within the CITY including, but not limited to, all uniformed, non-uniformed, civilian, command, volunteer, administrative, and/or supervisory personnel employed by this agency, corporation or entity and any persons acting by, through, under, or in concert with any of them.
 - 3.4 "COUNTY AGENT(S)" shall be defined to include the SHERIFF and all COUNTY elected and appointed officials, commissioners, officers, boards, committees, commissions, departments, divisions, employees (including any SHERIFF'S DEPUTY), agents, predecessors, successors, or assigns, (whether such persons act or acted in their personal, representative, or official capacities), and all persons acting by, through, under, or in concert with any of them. COUNTY AGENT as defined in this Agreement shall also include any person who was a COUNTY AGENT at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in his/her previous capacity.
 - 3.5 "CITY AGENT(S)" shall be defined to include any and all CITY officers, elected officials, appointed officials, directors, board members, Commission members, authorities, authority board members, boards, committees, commissions, employees, police officers, managers, departments, divisions, volunteers, agents, and representatives of the CITY, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them and/or the CITY. CITY AGENT(S) as defined in this CONTRACT shall also include any person who was a CITY AGENT(S) at any time during the term of this CONTRACT but, for any reason, is no longer employed, appointed, or elected in their previous capacity.

- 3.6 "CLAIM(S)" shall be defined to include any and all losses, complaints, demands for relief, damages, lawsuits, causes of action, proceedings, judgments, deficiencies, penalties, costs and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation, litigation expenses, amounts paid in settlement, and/or any other amount for which the COUNTY or COUNTY AGENT becomes legally and/or contractually obligated to pay, whether direct, indirect, or consequential, whether based upon any alleged violation of the constitution (federal or state), any statute, rule, regulation, or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
4. Except for the EMERGENCY MEDICAL DISPATCH SERVICE expressly contracted for herein, the O.C.S.O. and/or any COUNTY AGENT shall not be obligated to provide or assist the CITY or any DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER with any EMERGENCY MEDICAL SERVICES or any other direct, indirect, backup, or supplemental support or emergency medical-related service or protection, of any kind or nature, or be obligated to send any COUNTY AGENT to respond, in any way, to any call for EMERGENCY MEDICAL SERVICES.
 5. Under all circumstances, the CITY shall remain solely and exclusively responsible for all costs and/or liabilities associated with screening, choosing, and contracting with a DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER for the provision of EMERGENCY MEDICAL SERVICE within the CITY.
 6. This Agreement does not, and is not intended to, obligate or require the O.C.S.O. to change, alter, modify, or develop any different O.C.S.O. dispatch related procedures, policies, and/or standards; purchase or use any special or additional equipment; or, alternatively, prohibit the O.C.S.O. from implementing any future communication-related changes that the O.C.S.O., in its sole judgment and discretion, believes to be in its best interest.
 7. The CITY shall be solely and exclusively responsible, during the term of this Agreement, for guaranteeing that: (a) all DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER communication equipment will be properly set, adjusted, and maintained to receive any EMERGENCY MEDICAL DISPATCH SERVICE from the O.C.S.O. and/or COUNTY AGENT and will comply with all current and future applicable O.C.S.O. dispatching procedures, policies, standards, technical specifications, and/or any applicable state or federal communication requirements, including, but not limited, to all Federal Communications Commission orders, regulations, and policies; (b) the DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER will be adequately trained and will comply with all current and future applicable O.C.S.O. dispatching procedures, policies, standards, technical specifications and/or any applicable state or federal communication requirements, including, but not limited, to all Federal Communications Commission orders, regulations, and policies; and (c) the CITY shall, at all times, promptly and properly notify the designated COUNTY AGENT of any availability or unavailability of DESIGNATED EMERGENCY SERVICE PROVIDER to receive EMERGENCY MEDICAL DISPATCH SERVICE from the O.C.S.O.
 8. The CITY shall be solely and exclusively responsible for all fees, costs, expenses, and

liabilities, including any connectivity costs, associated with the purchase, lease, operation, and/or use of any DESIGNATED EMERGENCY SERVICE PROVIDER communication equipment. The O.C.S.O. shall not be obligated to provide the DESIGNATED EMERGENCY SERVICE PROVIDER with any radio or other communication equipment of any kind. Similarly, the CITY shall not be obligated under the terms of this Agreement to supply or provide the O.C.S.O. with any additional telephones, telephone lines, radios, other communications equipment, or property.

9. The O.C.S.O. may, at its sole discretion and expense, inspect any DESIGNATED EMERGENCY SERVICE PROVIDER communication equipment to ensure that it conforms to applicable O.C.S.O. dispatching procedures, policies, standards, technical specifications, and/or state and federal law. If the inspection reveals a lack of conformance, the O.C.S.O. shall notify the CITY in writing of the specific violations. The CITY shall address and correct such violations at its own expense within thirty (30) calendar days of receiving the written notice or present a written plan to O.C.S.O. within 15 calendar days setting forth a procedure for correcting the violations. If the CITY fails to address and/or correct such violations within the time period set forth in this paragraph, the O.C.S.O. may terminate and/or cancel the Agreement.
10. In consideration of the COUNTY'S promises and efforts under this Agreement, the CITY shall pay the COUNTY \$31,672.68 per month for services for the months of April 1, 2021 to March 31, 2022. The CITY shall pay the rate of \$32,622.86 per month for services for the months of April 1, 2022 to March 31, 2023. The CITY shall pay the rate of \$33,601.54 per month for services for the months of April 1, 2023 to March 31, 2024. Said payments shall be made as follows:
 - 10.1 The COUNTY shall send an invoice to the CITY each month for services rendered the previous month. The CITY shall have 30 days from the date of each invoice to make payment. For example, for services rendered in July of 2021, the COUNTY will bill the CITY on August 1, 2021 and the CITY shall pay the invoice within 30 days of the invoice date.
 - 10.2 All Monthly payments shall be due and payable by the CITY without any further notice or demand from the COUNTY.
 - 10.3 Each payment shall clearly identify that it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which the CITY intended the payment to apply. The COUNTY, in its discretion, may apply any monthly payment received from the CITY to any past due amount or monthly payment then due and owing to the COUNTY pursuant to this Agreement.
11. If the CITY, for any reason, fails to pay the COUNTY any monies when and as due under this Agreement the CITY agrees that the COUNTY or the County Treasurer, at their sole option, shall be entitled to set off from any other CITY funds that are in the COUNTY'S possession for any reason without further notice to the CITY in order to satisfy the CITY'S obligations under this Agreement. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF") and any other source of funds due to the CITY in the possession of the COUNTY. Any setoff or retention of funds by the COUNTY shall be deemed a

voluntary assignment of the amount by the CITY to the COUNTY. The CITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit the CITY's legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this Agreement. If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this Agreement, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. Nothing in this paragraph shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this Agreement against the CITY to secure reimbursement of amounts due to the COUNTY under this Agreement. The remedies in this Paragraph shall be available to the COUNTY on an ongoing and successive basis if the CITY at any time becomes delinquent in its payments. Notwithstanding any other terms and conditions in this Agreement, if the COUNTY pursues any legal action in any court to secure its payment under this Agreement, the CITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by the CITY.

12. If the CITY fails for any reason to (1) timely pay the COUNTY any amount due under this Agreement, (2) perform any other obligation required under this Agreement or (3) seeks authority from the governor and state treasurer to proceed under title 11 of the United States Code, 11 USC 101 to 1532 as provided for in section 23 of Public Act 4 of 2011; the CITY shall be in default of this Agreement. The COUNTY will send written notice of any default via first class mail to the CITY. If the default is not cured within thirty (30) days from the date of the notice, the COUNTY may:
 - 12.1 Terminate this Agreement sixty (60) days from the date written notice of termination is provided to the CITY by the COUNTY;
 - 12.2 Declare all unpaid amounts owed under the Agreement immediately due and payable without further presentment, demand, protest or other notice of any kind, all of which are expressly waived by the CITY.
 - 12.3 Exercise any and all rights and remedies available to it under the Agreement or applicable law.
13. Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its employees or AGENTS. Further, the CITY agrees that it shall remain solely and completely liable for any and all CLAIMS that either arose or have their basis in circumstances or events occurring before the effective date of this Agreement, including but not limited to, any wage or benefit issues, any collective bargaining obligations, or any other related employment rights or obligations such as worker or unemployment compensation based upon any person's employment by the CITY prior to the effective date of this Agreement.

14. In any CLAIMS that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
15. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.
16. 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 for either Party.
17. This Agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, and/or right to be indemnified, or any other right of any kind in favor of any person, organization, alleged third party beneficiary, or any right to be contractually, legally, equitably or otherwise subrogated to any indemnification or any other rights provided under the terms of this Agreement.
18. Neither the COUNTY nor any COUNTY AGENT, by virtue of this Agreement or otherwise, shall be considered employees of the CITY or the CITY's DESIGNATED EMERGENCY SERVICE PROVIDER. The COUNTY and/or any COUNTY AGENTS legal status and relationship to the CITY shall be that of an Independent Contractor. No CITY, CITY AGENT or CITY DESIGNATED EMERGENCY SERVICE PROVIDER employee shall, by virtue of this Agreement or otherwise, be considered an employee, agent, or working under the supervision and control of the COUNTY and/or any COUNTY AGENT.
19. The CITY and the O.C.S.O. shall each remain the sole and exclusive employer of each of their respective employees. The CITY and COUNTY each agree to remain solely and exclusively responsible for the payment of each of their respective employees' wages, compensation, overtime wages, expenses, fringe benefits, pension, retirement benefits, training expenses, or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, employment taxes, or any other statutory or contractual right or benefit based, in any way, upon employment.
20. This Agreement does not, and is not it intended to, create, change, modify, supplement, supersede, or otherwise affect or control, in any manner, any term or condition of employment of any COUNTY AGENT, or any applicable O.C.S.O. employment and/or union contract, any level or amount of supervision, any standard of performance, any sequence or manner of performance, and/or any O.C.S.O. rule, regulation, training and education standard, hours of work, shift assignment, order, policy, procedure, directive, ethical guideline, etc., which shall solely and exclusively, govern and control the employment relationship between the O.C.S.O. and/or all conduct and actions of any COUNTY AGENT.
21. Neither the CITY nor any DESIGNATED EMERGENCY SERVICE PROVIDER shall provide, furnish or assign any COUNTY AGENT with any job instructions, job

descriptions, job specifications, or job duties, or, in any manner, attempt to control, supervise, train, or direct any COUNTY AGENT in the performance of any COUNTY duty or obligation under the terms of this Agreement.

22. The CITY shall promptly deliver to the O.C.S.O. written notice and copies of any CLAIM, accusation or allegation of negligence or other wrongdoing, whether civil or criminal in nature, that the CITY becomes aware of which involves, in any way, the O.C.S.O. or any COUNTY AGENT. The CITY and its DESIGNATED EMERGENCY SERVICE PROVIDER shall cooperate with the O.C.S.O. in any investigation conducted by the SHERIFF of any act or performance of any duties by any COUNTY AGENT.
23. This Agreement shall become effective on April 1, 2021 and shall remain in effect continuously until it expires, without any further act or notice being required of any Party at 11:59 PM on March 31, 2024. This Agreement may be cancelled for any reason, including the convenience of any Party, and without any penalty, before its March 31, 2024 expiration by delivering a written notice of the cancellation to the other signatories to this Agreement, or their successors in office. Such written notice shall provide at least sixty (60) calendar days notice of the effective date of cancellation, and such cancellation of this Agreement shall be effective at 11:59 P.M. on the last calendar day of the calendar month following the expiration of the 60 calendar day notice period. If this Agreement is terminated for any reason, the CITY will fully reimburse the COUNTY for all direct and indirect labor costs incurred by the COUNTY as a result of the Agreement's termination. Such costs include, but are not limited to, unemployment compensation claims made by COUNTY employees hired by the COUNTY to fulfill the terms of this Agreement.
24. This Agreement, and any subsequent amendments, shall not become effective prior to the approval by concurrent resolutions of the COUNTY Board of Commissioners and the CITY's Governing Body. The approval and terms of this Agreement shall be entered into the official minutes and proceedings of the COUNTY Board of Commissioners and the CITY's Governing Body and shall also be filed with the Office of the Clerk for the COUNTY and the CITY. In addition, this Agreement, and any subsequent amendments, shall be filed by a designated COUNTY AGENT with the Secretary of State for the State of Michigan and shall not become effective prior to the filing of this Agreement with the Secretary of State.
25. Any signatory or any signatories' successor in office to this Agreement shall send, by first class mail, any correspondence and written notices required or permitted by this Agreement to each of the signatories of this Agreement, or any signatories' successor in office, to the addresses shown in this Agreement. Any written notice required or permitted under this Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service.
26. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

27. Absent an express written waiver, the failure of any Party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
28. The COUNTY and the CITY acknowledge that this Agreement shall be binding upon them and, to the extent permitted by law, upon their administrators, representatives, executors, successors and assigns, and all persons acting by, through, under, or in concert with any of them.
29. This Agreement sets forth the entire contract and understanding between the COUNTY and the CITY and fully supersedes any and all prior contracts, agreements or understandings between them in any way related to the subject matter hereof, and after the effective date of this Agreement shall remain effective and enforceable for any CLAIM arising or occurring during any prior contract period. This Agreement shall not be changed or supplemented orally. This Agreement may be amended only by concurrent resolutions of the COUNTY Board of Commissioners and the CITY's Governing Body in accordance with the procedures set forth herein.
30. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
31. 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.
32. For and in consideration of the mutual promises, acknowledgments, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the COUNTY and the CITY hereby agree and promise to be bound by the terms and provisions of this Agreement.

CONTINUED ONTO NEXT PAGE

IN WITNESS WHEREOF, Dr. Deidre Waterman, Mayor of the City of Pontiac, hereby acknowledges that he or she has been authorized by a resolution of the CITY's Governing Body

(a certified copy of which is attached) to execute this Agreement on behalf of the CITY and hereby accepts and binds the CITY to the terms and conditions of this Agreement on this _____ day of _____, 2021.

WITNESS: CITY OF PONTIAC,
a Michigan Municipal Corporation
BY: _____
Name: Dr. Deidre Waterman
Title: Mayor

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners (a certified copy of which is attached) to execute this Agreement on behalf of the COUNTY and hereby accepts and binds the COUNTY to the terms and conditions of this Agreement on this _____ day of _____, 2021.

WITNESS: COUNTY OF OAKLAND,
a Michigan Municipal Corporation
BY: _____
Name: David T. Woodward
Title: Chairperson, Oakland County Board of Commissioners

IN WITNESS WHEREOF, Michael J. Bouchard, in his official capacity as SHERIFF, hereby concurs and accepts the terms and conditions of this Agreement on this _____ day of _____, 2021.

WITNESS: OAKLAND COUNTY SHERIFF,
a Michigan Constitutional Officer
BY: _____
Name: Michael J. Bouchard,
Title: Oakland County Sheriff

#10

**COMMUNICATION
FROM THE
CITY CLERK**



Office of the City Clerk
 Garland S. Doyle
 Interim City Clerk
 (248) 758-3200

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

April 2021

Medical Marihuana Application Review Status Update

A process that follows the ordinance as approved by the voters that is fair, transparent and has integrity.

Hearing Officer conducted hearings on April 26, 2021 for the 5 Cesar Chavez Appellant's that appealed their score.

Downtown Overlay District Provisioning Center Application Rankings to be announced on May 18, 2021.

Application Status	Number of Applicants as of April 30, 2021	Review Phase
Grower	9	6 in Phase 5 3 in Phase 1
Processor	3	2 in Phase 5 1 in Phase 1
Secure Transporter	1	Application Denied
Safety Compliance	0	
Provisioning – Cesar Chavez	17	17 in Phase 5
Provisioning – Downtown	23	23 in Phase 4
Provisioning – Non Overlay	48	48 in Phase 2 and 3
Provisioning – Walton Blvd	15	Ready for Phase 2

Reviewer	Reviews Completed	Under Review	Ready for Review
Financial Advisor	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 7 Non Overlay	41 Non Overlay	
Income Tax	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 12 Non Overlay	36 Non Overlay	
Treasury	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 46 Non Overlay	2 Non Overlay	

50 th District Court	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 48 Non Overlay		
Marihuana Regulations	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	48 Non Overlay	
Code Enforcement	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 48 Non Overlay		
Planning	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	24 Non Overlay	
City Clerk	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	24 Non Overlay	
DPW	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	24 Non Overlay	
Security	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 24 Non Overlay	24 Non Overlay	

Compliance	Reviews Completed	Under Review	Ready for Review
Legal Advisor	6 Grower, 2 Processor & 17 Cesar Chavez	23 Downtown	
Planning Advisor	6 Grower, 2 Processor, 16 Cesar Chavez & 23 Downtown		

Urgent Issue

The members of the Marihuana Commission have not been disclosed to the public. The Commission has not met to establish its rules. The rules must be approved by City Council. The Commission must meet prior to May 18, 2021 so City Council can approve the commission rules at the Council meeting on May 18, 2021.

Why is this an urgent matter?

After the Clerk receives the recommendation from the Hearing Officer regarding the 5 Cesar Chavez appellants, the Clerk has to forward his decision to the 5 appellants. The 5 appellants have the right to further appeal to the Medical Marihuana Commission. Since this is a time sensitive matter, the Clerk is proposing the attached rules for the Commission consideration. The rules are modeled after the City of Lansing Medical Marihuana Commission.



Proposed Pontiac Medical Marihuana Commission Rules and Regulations

Commission Membership Requirements

Members of the Commission shall be residents of the City of Pontiac and shall be chosen so far as reasonably practicable in such a manner as to represent a cross-section of the community.

Commission Powers and Duties

The Commission shall review and decided all appeals that are forwarded to it by the City Clerk pursuant to Ordinance 2357(B). The Commission shall review all appeals de novo. The Commission may overturn a decision or finding of the City 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 City Clerk in arriving at such decision or finding.

Chairperson and Vice Chairperson

At its first meeting, the Commission shall select, by majority vote, a Chairperson, Vice Chairperson and Secretary.

Presiding Officer

The Presiding Officer shall be responsible for enforcing these Rules and Regulations and for enforcing orderly conduct at meetings. The Chairperson shall be the Presiding Officer. If the Chairperson is absent, the Vice Chairperson shall act as the Presiding Officer. The Secretary is responsible for conducting the roll call at each meeting. In the event that the Secretary is absent, then the commission clerk shall call the roll. In the event of a resignation or other permanent absence of the Chairperson, Vice Chairperson or Secretary positions, it shall be filled by nomination and majority vote of the Commission members serving.

Commission Clerk

The City Clerk or his/her designee shall be the Clerk of the Medical Marihuana Commission. The duties of the Commission Clerk are as follows:

1. The Commission Clerk shall prepare the agenda for meetings of the commission.
2. The Commission Clerk shall be responsible for keeping a record of all of the Commission's activity.
3. The Commission Clerk shall be responsible for maintaining the minutes of Commission meetings.

4. The Commission Clerk shall file the approved minutes of each Commission meeting in the office of the City Clerk.
5. The Commission Clerk shall cooperate and assist the City Freedom of Information Act officer in responding to requests for information in accordance with the Michigan Freedom of Information Act, being 1977 PA 442 as amended; MCL 15.231 et. seq.

City Attorney

The City Attorney serves as the attorney for the commission.

Meeting Schedule

The Committee shall post a meeting notice in a manner consistent with the Michigan Open Meetings Act of 1976 subsequent to receiving an appeal forwarded to it by the City Clerk pursuant to City Ordinance 2357(B). Due to the timing irregularity of the receipt of appeals, the Commission may not schedule Regular Meetings as set forth in the Michigan Open Meetings Act, Michigan Public Act 267 of 1976, at MCL 15.265. Meeting notices must be posted at least 18 hours prior to the meeting. If the Commission does adopt a regular meeting schedule, it shall be posted in a manner consistent with MCL 15.265.

Minutes of meetings

Minutes of all meetings of the Commission shall be kept in a manner consistent with applicable law. A copy of the minutes of meetings shall be available for public inspection at the City Clerk's Office during regular business hours.

Conduct of meetings

All meetings of the Commission shall be open to the public except as permitted by applicable law. All open meetings shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

Commission meeting agenda

Meeting agendas will be as follows

1. Call to order
2. Pledge of Allegiance
3. Roll Call
4. Amendments to and approve of the agenda
5. Approval of the Minutes (As needed)
6. Agenda Items
7. Public Comment (3 Minute Limit)
8. Adjournment

Quorum

A quorum of the Medical Marihuana Commission shall consist of three (3) members.

Disorderly conduct

The Presiding Officer may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time or speaking vulgarities. Such person shall be seated until the Presiding Officer determines the person is in order.

Closed sessions

Closed sessions may be held only for the reasons consistent with MCL 15.268.

Calling closed sessions

The Commission by a two-thirds roll call vote may call a closed session subject to the conditions herein. The roll call vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

Minutes of closed meetings

A separate set of minutes shall be taken at the closed session. These minutes will be retained by the City Clerk and shall not be available to the public.

Discussion and voting

Rules of parliamentary procedure

The rules of parliamentary practice, as contained in the 11th edition of Robert's Rules of Order, shall govern the commission in all cases to which they are applicable, provided they are not in conflict with these rules, city ordinances or applicable state statutes. The Presiding Officer shall preserve order and decorum and may speak to points of order in preference to other members. If a point of order is given it should not exceed two (2) minutes.

Conduct of discussion

During the commission discussion and debate, no member shall speak until recognized for that purpose by the Presiding Officer. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate.

Voting shall be recorded by roll call.

All members of the Commission in attendance shall vote on all matters unless recused.

Public comment

Each meeting agenda shall provide reserved time for public comment participation. During public comment, each individual shall be limited to three (3) minutes, and shall not engage in conduct or language that disrupts, makes fun of, or otherwise impedes the orderly conduct of the meeting. In addition, members of the audience shall not engage in disorderly or boisterous activity including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language, cheering, whistling, or any other acts that disturb, disrupt, or impede, or otherwise interfere with the orderly conduct of the meeting.

Suspension of rules

The rules of the Commission may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that commission actions shall conform to applicable law.

Adoption of Rules

After approval by the Commission, the rules of procedure shall be submitted to the City Attorney for approval as to form. The rules shall then be submitted to the City Clerk for transmission to the City Council. The rules shall be effective after the City Council approves them.

City of Pontiac
Medical Marihuana Commission
Appeal Hearing Format

I. Appeal packet provided to Commission, City Attorney and Appellant prior to the meeting including:

- a. The Hearing Officer Appeal Packet Copy with decision
- b. The Denial Letter outlining how to appeal to Commission
- c. Applicant's appeal to the commission

- Packet is read by the Commission in advance of meeting
- The City Attorney serves as the attorney for the commission

II. Clerk's Office Presents Case

-Time Allowance: 10 Minutes

The Clerk's Legal Compliance Advisor will represent the Clerk's Office and present the case on behalf of the Clerk.

III. Appellant Presents Their Case or Counter Arguments

-Time Allowance: 10 Minutes

IV. Closing Summary of Clerk's Case

-Time Allowance: 5 Minutes

V. Closing Summary of Appellant's Case

-Time Allowance: 5 Minutes

VI. Deliberation/Questions by Commission

VII. Decision by Commission

Medical Marihuana Application Review Process for Scoring and Ranking Provisioning Center Applications

Phases

Type of Review

What happens during the review phase?

Review Phase 1

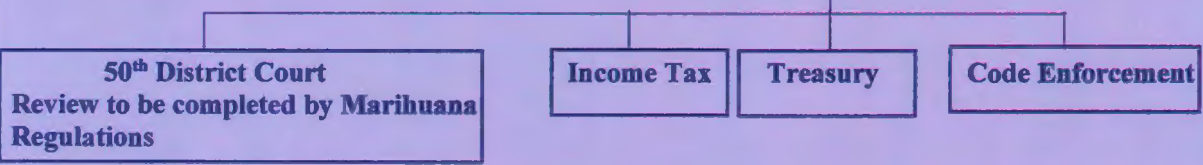
Content Review

Clerk staff will review application to make sure all information and exhibits have been submitted

Review Phase 2

Default Review

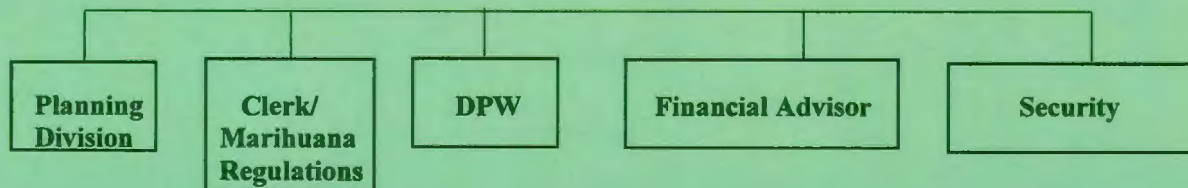
Staff from each department/division checks the applicant name and stakeholders to ensure they are not in default with the city



Review Phase 3

Scoring Review

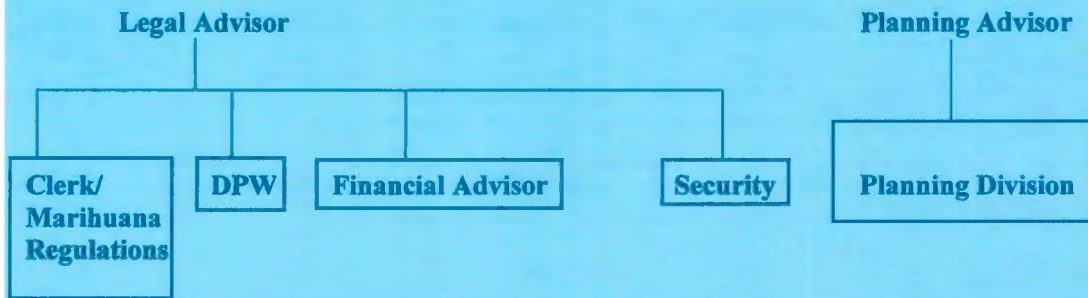
The following reviewers score the relevant section of the application by provisioning center district.



Review Phase 4

Compliance Review

The Legal and Planning Advisors ensure that standards have been consistently applied by reviewers.

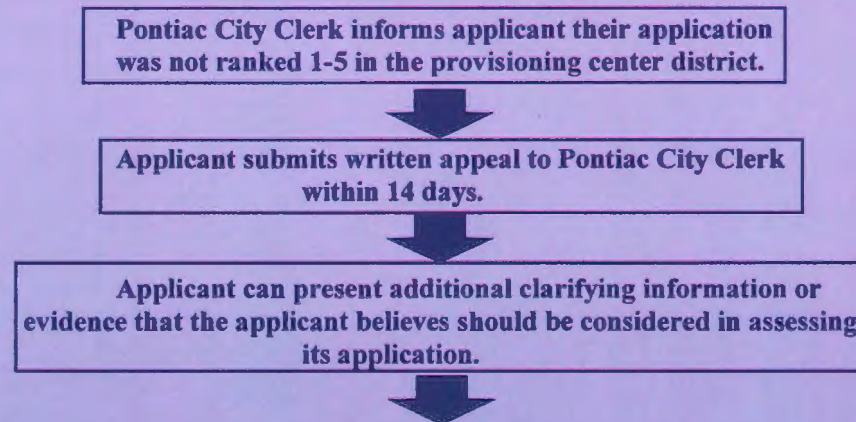


Review Phase 5

Application Ranking by District

The City Clerk announces the rankings for provisioning centers by districts. The top five applicants in each district will be awarded a conditional approval after applicants who were not ranked in the top five have been allowed to appeal their ranking. The following is the appeal process.

PROCESS FOR APPEAL



Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.



Applicant may submit further written appeal to medical marihuana commission within 30 days.

Review Phase 6

Site Plan Approval and/if necessary Special Exemption Approval

Review Phase 7

Certificate of Compliance/Occupancy from Building and Fire

Review Phase 8

Clerk issues a permit provided you have been issued your pre-qualification from the State of Michigan

Medical Marihuana Application Review Process For Growers, Processors, Secure Transporters & Safety Compliance

Phases

Type of Review

What happens during the review phase?

Review Phase 1

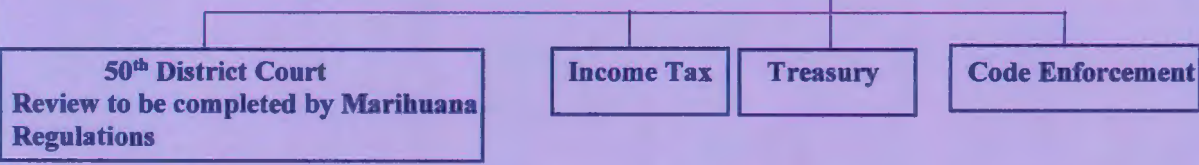
Content Review

Clerk staff will review application to make sure all information and exhibits have been submitted

Review Phase 2

Default Review

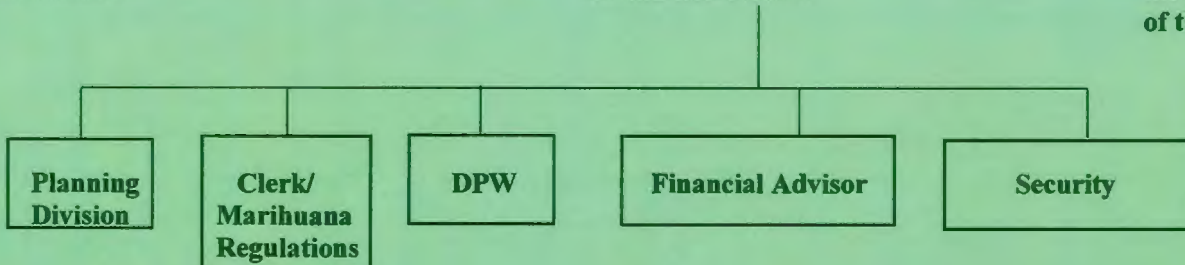
Staff from each department/division checks the applicant name and stakeholders to ensure they are not in default with the city



Review Phase 3

Evaluation Review

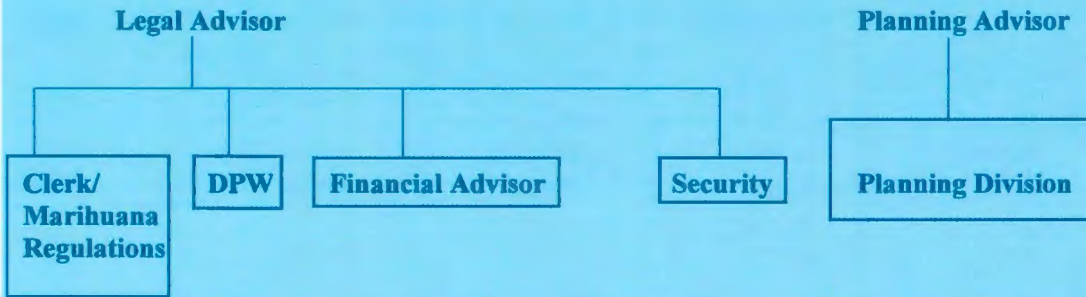
The following reviewers evaluate the relevant section of the application.



Review Phase 4

Compliance Review

The Legal and Planning Advisors ensure that standards have been consistently applied by reviewers.



Application Ranking by District

Review Phase 5

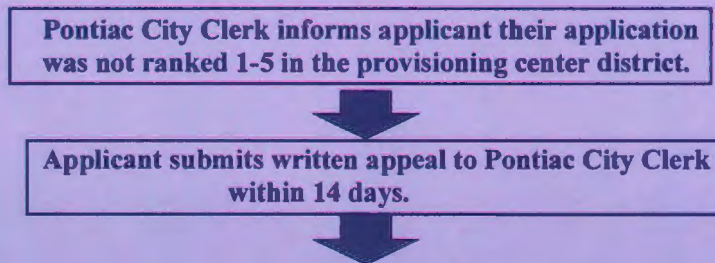
Conditional Approval, Notice of Deficiencies or Application Denial

If applicant receives conditional approval, they advance to Phase 6

If applicant receives a Notice of Deficiencies, then the applicant will be given an opportunity to correct their deficiencies. If the applicant fails to correct their deficiencies, then they will be issued a denial.

If an application is denied, the applicant has a right to appeal. The following is the appeal process.

PROCESS FOR APPEAL



Applicant can present additional clarifying information or evidence that the applicant believes should be considered in assessing its application.



Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.



Applicant may submit further written appeal to medical marihuana commission within 30 days.

Review Phase 6

Site Plan Approval and/if necessary Special Exemption Approval

Review Phase 7

Certificate of Compliance/Occupancy from Building and Fire

Review Phase 8

Clerk issues a permit provided you have been issued your pre-qualification from the State of Michigan

#11

**Mayoral
Monthly
Report**



**CITY OF PONTIAC
FINANCE DEPARTMENT
HUMAN RESOURCES DIVISION
47450 Woodward Avenue
Pontiac, Michigan 48342**

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

FROM: H/R Division

DATE: April 29, 2021

RE: April New Hire Report

Name	Job Title	Department
Chris Henderson	Code Enforcement Officer	Code Enforcement