

# PONTIAC CITY COUNCIL

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



Patrice Waterman, District 1  
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."*

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

## FORMAL MEETING (AMENDED AGENDA)

September 17, 2019

6:00 P.M.

115<sup>th</sup> Session of the 10<sup>th</sup> Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to the Agenda (Discuss only items #3 (filling of the council vacancy for district 2), item # 6 (Medical Marihuana Budget & Status update on RFP for professional Expert-Financial Advisor to the City Clerk & RFP for Hearing Officer) and public comment)

Approval of the Amended Agenda

Approval of the Minutes

1. September 17, 2019

Subcommittee Reports

- ~~2. Finance September 10, 2019~~

Recognition of Elected Officials

Agenda Address

Discussions

3. Filling of the Council Vacancy District 2
- ~~4. Dangerous Animal Ordinance~~
- ~~5. Michigan Indigent Defense Commission (MIDC) Interlocal Agreement between Oakland County and City of Pontiac~~
6. Medical Marihuana Budget and Status Update on RFP for Professional Expert- Financial Advisor to the City Clerk and RFP for Hearing Officer

### **Special Presentations (Presentations are limited to 10 minutes.)**

~~7. Phoenix Center Settlement Agreement~~

~~Presentation Presenters: Mayor Waterman and City Attorney Anthony Chubb~~

~~8. City of Pontiac Retired Employees Association (CPREA) Retiree Health Care Lawsuit Settlement Action Plan~~

~~Presentation Presenters: Mayor Waterman, and Samantha Kopacz, Miller Canfield~~

~~9. Pontiac Urban Institute League~~

~~Presentation Presenter: H. Bill Maxey~~

### **Ordinances**

~~10. Adoption of an Ordinance to amend the Municipal Code of the City of Pontiac by amending Chapter 92, General Employees' Retirement System, Section 92-2 to update interest rate and mortality table used to determine actuarial equivalence (First Reading)~~

~~11. Adoption of an Ordinance to Amend the Zoning Ordinance of City Of Pontiac, Oakland County, Michigan by Addressing Temporary Construction Fencing Regulations~~

### **Resolutions**

#### **Department of Public Works (DPW)**

~~12. Resolution to approve DTE easement for parcel address located at 68 Oakland Avenue, Pontiac, Michigan.~~

#### **Mayor**

~~13. Resolution to authorize the Mayor to conduct preliminary due diligence regarding the potential purchase of 235 Wesson Street and to negotiate terms and conditions of sale at a cost not to exceed \$45,000.00 and to complete process within 60 days. (This resolution has been updated. The previous version of this resolution failed on August 13, 2019)~~

~~14. Mayor's Report Resolution to approve the \$100,000.00 budget amendment for City-wide park enhancements.~~

### **Mayoral Reports**

~~15. Monthly Check Register The City Council adopted a resolution on February 5, 2019 for the Mayor to provide the monthly check register for the prior month, to the City Clerk, to be included in the Pontiac City Council Agenda, the first meeting of each month. The weekly check registers for June 28, 2019; July 5, 12, and 19, 2019; August 2, 9, and 16, 2019 are attached.~~

~~(The Check registers for July 26, 2019, August 23 and 30, 2019 have not been posted on the website.)~~

~~16. Staff Changes Report The City Council adopted a resolution on February 26, 2019 requesting that the Mayor provide census of employment changes, effective date, job title, hire date, and last day worked (if applicable) each month, to be included in the Pontiac City Council Agenda, the first meeting of each month.~~

~~(The June, July and August reports were not submitted.)~~

~~17. City Credit Card Statement The City Council adopted a resolution on February 26, 2019 that the Mayor will provide the monthly credit card statements for the prior month to the City Clerk, to be included in the Pontiac City Council Agenda, the first meeting of each month.~~

~~(The resolution is attached. (The June, July and August statements were not submitted.)~~

~~18. Mayor's Report Regarding Check Register, New Hires and Credit Card.~~

### **Public Comment**

### **Mayor, Clerk and Council Closing Comments**

### **Adjournment**

**#1**

**MINUTES**

September 10, 2019 Study

**Official Proceedings  
Pontiac City Council  
114<sup>th</sup> Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, September 10, 2019 at 6:00 p.m. by Council President Kermit Williams.

Call to Order

Moment of Silence in Honor of the late **Councilman Don Woodward, District 2.**

Roll Call

Members Present: Carter, Miller, Pietila, Taylor-Burks, Waterman and Williams.

Mayor Waterman was present.

Clerk announced a quorum.

19-459        **Motion to remove item #13 Status Update on the RFP for the Professional Expert-Financial Advisor to the City Clerk and RFP for the Hearing Officer and bring back next week; add amended minutes from 9/3/2019 and move items #9, #15 through #19 above item #3.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

**Motion Carried.**

19-460        **Approval of the agenda as amended.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

No: None

**Motion Carried.**

19-461        **Approve amended meeting minutes of September 3, 2019.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

No: None

**Motion Carried.**

Seventeen (17) individuals addressed the body during public comment.

19-462        **Suspend the rules.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

September 10, 2019 Study

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

No: None

**Motion Carried.**

19-463      **Adoption of an Emergency Ordinance to amend Emergency Ordinance 2367 for the General Employee Retirement System.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

**Ordinance No. 2369**

**An Amendment to Ordinance No. 2367**

**An ordinance to provide for a limited increase in pension payments for certain members of the General Employee Retirement System.**

The City of Pontiac ordains:

**Section 1. Amendments.**

The General Employee Retirement System ordinance shall be amended to read as follows:

a.      Section 17.6 shall be amended to add the following language:

**Temporary Pension Increase:**

"All persons who are receiving retirement benefits as of August 1, 2019 and who enter pay status through August 1, 2020, shall be entitled to receive an increase in their monthly allowance of four hundred dollars (\$400.00) per month beginning September 1, 2019 through August 31, 2020, or when the CPREA litigation is resolved and health insurance will be provided to the retiree class, whichever comes first."

**Section 2. Severability.**

If any section, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of the Ordinance shall stand and be in full force and effect.

**Section 3. Repealer.**

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**Section 4. Publication.**

The Clerk shall publish this Ordinance in a newspaper of general circulation.

**Section 5. Emergency Declaration and Effective Date.**

This Ordinance is declared an emergency of health and safety to allow the pension recipients to collect the increase authorized in this Ordinance on the date identified in this Ordinance and shall be effective immediately upon adoption by the City Council, this ordinance must be approved by the City Council by August 31, 2019.

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

No: Carter

**Amended Ordinance Passed.**

19-464      **Suspend the rules to vote on items 15, 16, 17, 18 and 19.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: Pietila

**Motion Carried.**

19-465      **Resolution to approve a Notice of Intent to Issue Capital Improvements Bonds, Series 2019 (Limited Tax General Obligation), in an amount not to exceed 19, 500,000.00 for the purpose of paying all or part of the costs of acquiring, constructing, furnishing and equipping improvements to the parking deck, plaza and related improvement to the City's Phoenix Center.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the "City"), intends to issue and sell its limited tax general obligation bonds in one or more series pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in the aggregate principal amount of not-to-exceed Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) (the "Bonds") for the purpose of paying all or part of the costs of acquiring, constructing, furnishing and equipping improvements to the parking deck, plaza and related improvements to the facility commonly known as the Phoenix Center, together with all appurtenances and attachments thereto (the "Project"); and

WHEREAS, a notice of intent (the "Notice") to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the Notice will be published in accordance with Act 34, which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and no petition was filed within said time.

NOW, THEREFORE, BE IT RESOLVED THAT:

1.      Notice of Intent; Publication. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in the *Oakland Press*, a newspaper of general circulation in the City.

2. Notice of Intent; Form. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.
3. Notice of Intent; Determinations. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.
4. Reimbursement. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:
  - (a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from funds of the City subsequent to sixty (60) days prior to today.
  - (b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$19,500,000.
  - (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.
5. Authorization to Apply for Rating. Each of the Mayor and the Deputy Mayor may apply and pay the fees for bond ratings from such municipal bond rating agencies as is deemed appropriate in consultation with the Municipal Advisor of the City.
6. Municipal Advisor. Robert W. Baird & Co. is hereby confirmed as the municipal advisor to the City with respect to the Bonds (the "Municipal Advisor"). The fees and expenses of the Municipal Advisor shall be payable as a cost of issuance from proceeds of the Bonds or other available funds of the City.
7. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby confirmed as bond counsel for the Bonds, notwithstanding periodic representation in unrelated matters of other parties or potential parties to the transaction contemplated by this resolution. The fees and expenses of Miller, Canfield, Paddock and Stone, P.L.C. as Bond Counsel and other accumulated bond related fees and expenses shall be payable as a cost of issuance from proceeds of the Bonds or other available funds of the City.
8. Severability. If any one or more sections, clauses or provisions of this Resolution shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

9. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Ayes: Pietila

No: Carter, Miller, Taylor-Burks and Williams

Abstain: Waterman

**Resolution Failed.**

19-466      **Resolution to authorize the Mayor to issue a request for proposals (an “RFP”) to invite qualified parties to submit proposals for the purchase of the Phoenix Center facility.** Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the “City”), owns that certain facility within the City consisting of a parking garage, amphitheater and plaza commonly known as the Phoenix Center; and

WHEREAS, the City was a party to certain lawsuits in the Oakland County Circuit Court (case nos. 12-130331-CH and 14-139761-CC) related to the maintenance and improvement of the Phoenix Center which were disposed of pursuant to a settlement agreement (the “Settlement Agreement”) between the City and Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust; and

WHEREAS, the terms of the Settlement Agreement require the City to make certain improvements to the Phoenix Center; and

WHEREAS, the City Council of the City desires to explore all options related to the City’s continued ownership or disposition of the Phoenix Center before it determines to issue bonds to provide funds to pay the expenses related to the Phoenix Center improvements; and

WHEREAS, the City Council desires to issue an Request for Proposals to seek proposals from qualified parties related to a potential disposition of the Phoenix Center as an option to satisfy the terms of the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Request for Proposals; Publication. The City is hereby authorized and directed to issue a Request for Proposals (an “RFP”) to invite qualified parties to submit proposals for the purchase of the Phoenix Center.

The RFP shall contain, at a minimum, all material information related to the Phoenix Center, including the terms of the Settlement Agreement, the scope of the improvements required under the Settlement Agreement and all easements applicable to the Phoenix Center.

A proposal shall be deemed qualified if it is submitted by a party that, at minimum, is able to demonstrate it possesses sufficient capital to purchase and to finance the continued operation and improvements to the Phoenix Center required under the Settlement Agreement.

The City Clerk is authorized and directed to publish the RFP in accordance with the City’s procurement process in a manner designed to incur the broadest circulation possible.

2. Authorization of Other Actions; Submission of Proposals.



The Mayor and other appropriate personnel are hereby authorized to take all other necessary actions required to prepare and publish the RFP.

If proposals are submitted in paper format, the RFP shall require that two copies be submitted to the City. One copy shall be retained by the Mayor's staff and one copy shall be submitted to the City Clerk.

If the proposals are submitted electronically, the RFP shall require that the City Clerk be copied on each submission.

3. Severability. If any one or more sections, clauses or provisions of this Resolution shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

Ayes: Pietila, Waterman, and Williams

No: Miller, Taylor-Burks and Carter

**Resolution Failed.**

19-467      **Resolution to authorize the Mayor to issue a Request for Proposals an "RFP") to invite qualified parties to submit proposals for the leasing of the Phoenix Center facility.** Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the "City"), owns that certain facility within the City consisting of a parking garage, amphitheater and plaza commonly known as the Phoenix Center; and

WHEREAS, the City was a party to certain lawsuits in the Oakland County Circuit Court (case nos. 12-130331-CH and 14-139761-CC) related to the maintenance and improvement of the Phoenix Center which were disposed of pursuant to a settlement agreement (the "Settlement Agreement") between the City and Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust; and  
WHEREAS, the terms of the Settlement Agreement require the City to make certain improvements to the Phoenix Center; and

WHEREAS, the City Council of the City desires to explore all options related to the City's continued ownership or disposition of the Phoenix Center before it determines to issue bonds to provide funds to pay the expenses related to the Phoenix Center improvements; and

WHEREAS, the City Council desires to issue an Request for Proposals to seek proposals from qualified parties related to a potential disposition of the Phoenix Center as an option to satisfy the terms of the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Request for Proposals; Publication. The City is hereby authorized and directed to issue a Request for Proposals (an "RFP") to invite qualified parties to submit proposals for the leasing of the Phoenix Center.

The RFP shall contain, at a minimum, all material information related to the Phoenix Center, including the terms of the Settlement Agreement, the scope of the improvements required under the Settlement Agreement and all easements applicable to the Phoenix Center.

A proposal shall be deemed qualified if it is submitted by a party that, at minimum, is able to demonstrate it possesses sufficient capital to finance the continued operation and improvements to the Phoenix Center required under the Settlement Agreement.

The City Clerk is authorized and directed to publish the RFP in accordance with the City's procurement process in a manner designed to incur the broadest circulation possible.

2. Authorization of Other Actions; Submission of Proposals.

The Mayor and other appropriate personnel are hereby authorized to take all other necessary actions required to prepare and publish the RFP.

If proposals are submitted in paper format, the RFP shall require that two copies be submitted to the City. One copy shall be retained by the Mayor's staff and one copy shall be submitted to the City Clerk.

If the proposals are submitted electronically, the RFP shall require that the City Clerk be copied on each submission.

3. Severability. If any one or more sections, clauses or provisions of this Resolution shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

Ayes: Pietila, Waterman, Williams and Miller

No: Taylor-Burks and Carter

**Resolution Passed.**

19-468      **Resolution to authorize the Mayor to issue a Request for Proposals (an "RFP") to invite qualified parties to submit proposals for the management of the Phoenix Center facility.**  
Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the "City"), owns that certain facility within the City consisting of a parking garage, amphitheater and plaza commonly known as the Phoenix Center; and

WHEREAS, the City was a party to certain lawsuits in the Oakland County Circuit Court (case nos. 12-130331-CH and 14-139761-CC) related to the maintenance and improvement of the Phoenix Center which were disposed of pursuant to a settlement agreement (the "Settlement Agreement") between the City and Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust; and

WHEREAS, the terms of the Settlement Agreement require the City to make certain improvements to the Phoenix Center; and

WHEREAS, the City Council of the City desires to explore all options related to the City's continued ownership or disposition of the Phoenix Center before it determines to issue bonds to provide funds to pay the expenses related to the Phoenix Center improvements; and

WHEREAS, the City Council desires to issue an Request for Proposals to seek proposals from qualified parties related to a potential disposition of the Phoenix Center as an option to satisfy the terms of the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Request for Proposals; Publication. The City is hereby authorized and directed to issue a Request for Proposals (an “RFP”) to invite qualified parties to submit proposals for the management of the Phoenix Center.

The RFP shall contain, at a minimum, all material information related to the Phoenix Center, including the terms of the Settlement Agreement, the scope of the improvements required under the Settlement Agreement and all easements applicable to the Phoenix Center.

A proposal shall be deemed qualified if it is submitted by a party that, at minimum, is able to demonstrate it possesses sufficient capital to finance the continued operation of the Phoenix Center required under the Settlement Agreement.

The City Clerk is authorized and directed to publish the RFP in accordance with the City’s procurement process in a manner designed to incur the broadest circulation possible.

2. Authorization of Other Actions; Submission of Proposals.

The Mayor and other appropriate personnel are hereby authorized to take all other necessary actions required to prepare and publish the RFP.

If proposals are submitted in paper format, the RFP shall require that two copies be submitted to the City. One copy shall be retained by the Mayor’s staff and one copy shall be submitted to the City Clerk.

If the proposals are submitted electronically, the RFP shall require that the City Clerk be copied on each submission.

3. Severability. If any one or more sections, clauses or provisions of this Resolution shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

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

No: Carter

**Resolution Passed.**

19-469      **Resolution to authorize Mayor to issue Request for Proposals (RFP) to invite qualified parties to submit proposals for a Public Private Partnership with a qualified party or parties for the Phoenix Center facility.** Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the “City”), owns that certain facility within the City consisting of a parking garage, amphitheater and plaza commonly known as the Phoenix Center; and

WHEREAS, the City was a party to certain lawsuits in the Oakland County Circuit Court (case nos. 12-130331-CH and 14-139761-CC) related to the maintenance and improvement of the Phoenix Center which were disposed of pursuant to a settlement agreement (the “Settlement Agreement”) between the City and Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust; and

WHEREAS, the terms of the Settlement Agreement require the City to make certain improvements to the Phoenix Center; and

WHEREAS, the City Council of the City desires to explore all options related to the City's continued ownership or disposition of the Phoenix Center before it determines to issue bonds to provide funds to pay the expenses related to the Phoenix Center improvements; and

WHEREAS, the City Council desires to issue an Request for Proposals to seek proposals from qualified parties related to a potential disposition of the Phoenix Center as an option to satisfy the terms of the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Request for Proposals; Publication. The City is hereby authorized and directed to issue a Request for Proposals (an "RFP") to invite qualified parties to submit proposals for a public private partnership with a qualified party or parties.

The RFP shall contain, at a minimum, all material information related to the Phoenix Center, including the terms of the Settlement Agreement, the scope of the improvements required under the Settlement Agreement and all easements applicable to the Phoenix Center.

A proposal shall be deemed qualified if it is submitted by a party that, at minimum, is able to demonstrate it possesses sufficient capital to finance the continued operation and improvements to the Phoenix Center required under the Settlement Agreement.

The City Clerk is authorized and directed to publish the RFP in accordance with the City's procurement process in a manner designed to incur the broadest circulation possible.

2. Authorization of Other Actions; Submission of Proposals.

The Mayor and other appropriate personnel are hereby authorized to take all other necessary actions required to prepare and publish the RFP.

If proposals are submitted in paper format, the RFP shall require that two copies be submitted to the City. One copy shall be retained by the Mayor's staff and one copy shall be submitted to the City Clerk.

If the proposals are submitted electronically, the RFP shall require that the City Clerk be copied on each submission.

3. Severability. If any one or more sections, clauses or provisions of this Resolution shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

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

No: Carter

**Resolution Passed.**

## **Communications**

Community Benefits Ordinance Timeline

Statement from the Mayor regarding Veto of An Ordinance to Amend Chapter 42, "Community Development", to add Article VII, entitled "Provisioning Center Community Benefits Agreements".

19-470        **Suspend the rules.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: None

**Motion Carried.**

19-471        **Resolution to Override the Mayor's Veto of Ordinance to Amend Chapter 42, "Community Development", to add Article VII, entitled "Provisioning Center Community Benefits Agreements".** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

**RESOLUTION ADOPTING RESOLUTION 19-436 ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 42 "COMMUNITY DEVELOPMENT" TO ADD ARTICLE VII, ENTITLED "PROVISIONING CENTER COMMUNITY BENEFITS AGREEMENTS" OVER MAYOR'S VETO**

WHEREAS, on August 27, 2019, the City Council of the City of Pontiac adopted an ordinance to amend Chapter 42 "Community Development" to add Article VII entitled "Provisioning Center Community Benefits Agreements"; and,

WHEREAS, it is in the best interest of the City of Pontiac to adopt an ordinance allow developers of provisioning centers to enter into Community Benefits Agreements that identify potential negative aspects of such developments and identify proportional community benefits to the City of Pontiac to rectify those negative aspects.; and,

WHEREAS, the City of Pontiac recognizes amenities, benefits or commitments for the following purposes as community benefits such as Roads; Infrastructure, Road Repair, Potholes; Road Matching; Parks, Park Safety (cameras), Law Enforcement; High School Pool, Hawthorne Park (Water Park), Neighborhood Revitalization Plan; Job Training and Employment, Transitional Programs (previously incarcerated); Library and Literacy, Health Initiative Education; and Business Development Fund (to assist City of Pontiac residents with funding for businesses and with starting and growing businesses); and,

WHEREAS, the pledges of community benefits would be incorporated into Community Benefits Agreements that will be used in part to assist the City Clerk with scoring and ranking of provisioning center applications pursuant to City Ordinance 2357 (B); and

WHEREAS, on September 6, 2019, the Mayor vetoed the ordinance (resolution 19-436); and,

WHEREAS, pursuant to Pontiac City Charter Provision 3.112 (f), the City Council wishes to reconsider resolution 19-436 over the Mayor's veto. Five (5) affirmative votes are required by Pontiac City Charter Provision 3.112(f),

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council that the Council hereby adopts the Resolution 19-436 over the Mayor's veto.

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Ayes: Carter, Miller, Taylor-Burks, Waterman and Williams  
No: Pietila  
**Resolution Passed.**

### Discussions

Bring back next week the discussion on the Dangerous Animal Ordinance

Bring back next week the discussion of Filling of the Council Vacancy District 2

19-472        **Suspend the rules to vote on items 11 and 12.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

19-473        **Resolution to authorize the posting of the vacant Legislative Fiscal Analyst position.**  
Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

**WHEREAS,** on June 24, 2019, at a Special Meeting on the Budget, the Pontiac City Council passed the Fiscal Year 2019-2020 budget and General Appropriations Act; and,

**WHEREAS,** the Pontiac City Council included a Legislative Fiscal Analyst position in the budget with an annual salary of \$65,000 and with benefits comparable to other City employees.

**NOW, THEREFORE BE IT RESOLVED** that the Pontiac City Council hereby authorizes the immediate posting of the Legislative Fiscal Analyst position.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, Williams and Carter  
No: None  
**Resolution Passed.**

19-474        **Resolution to authorize the posting of the vacant Assistant City Clerk position.**  
Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

**WHEREAS,** on June 24, 2019, at a Special Meeting on the Budget, the Pontiac City Council passed the Fiscal Year 2019-2020 budget and General Appropriations Act; and,

**WHEREAS,** the Office of the City Clerk budget included an Assistant City Clerk position with an annual salary of \$55,000 and with benefits comparable to other City employees; and,

**WHEREAS,** the Interim City Clerk worked with the Human Resources Manager and Oakland County Elections Division in developing a job description; and,

**WHEREAS,** Ordinance No. 22xx Division 3. Office of the City Clerk Section 2.112 City Clerk states that "the City Clerk may hire such number of full-time, part-time, or seasonal employees as the City budget shall authorize to assist him in fulfilling the responsibilities of his position"; and

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**WHEREAS**, the Charter has established that the City Clerk is a part of the Legislative Branch and not the Executive Branch which makes the posting of this vacant position and hire not subject to approval of the Mayor or any Executive Branch designee; and

**WHEREAS**, additional responsibilities have been given to the Office of the City Clerk and with several upcoming elections the first one scheduled for November 2019, it is crucial that the position of Assistant City Clerk position be filled as soon as possible.

**NOW, THEREFORE BE IT RESOLVED** that the Pontiac City Council hereby authorizes the immediate posting of the Assistant City Clerk position.

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

No: None

**Resolution Passed.**

Bringing back next week a resolution to approve the \$100,000.00 budget amendment for Citywide park enhancements.

Council President Kermit Williams adjourned the meeting at 8:37 p.m.

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GARLAND S. DOYLE  
INTERIM CITY CLERK

**#2**

**SUB  
COMMITTEE  
REPORT**



## FINANCE SUBCOMMITTEE NOTES

September 10, 2019

In attendance:

Council members: Chairperson Patrice Waterman and Council President Kermit

Mayor: Deirdre Waterman

Hughey Newsome

Captain Andre Ewing

Detective Sargent Hicks

Start time: 4:00 p.m.

### AGENDA

#### A. Sherriff's DPU Unit

-In a report, there is a proposed amendment to the Sherriff's contract with the City of Pontiac. There is strike through language which will represent changes to reflect additions from the proposed DPU, which was proposed by the Sherriff's office. The total additional cost to the city would have been \$729,150. This includes a Sergeant and 4 Deputy II officers. The administration will present a counterproposal in Public Safety subcommittee on 9/13, per a previous commitment.

-A resolution was also given by the public safety subcommittee.

-Detective Sargent Hicks has been running the DPU unit for about three years. Sargent Hicks teaches active shooter training and did the ALICE Program at United Shore.

-The day-to-day work of the unit consists of, assisting the detective bureau, talking to witnesses, following-up with interviews, targeting the street, responding to shootings and community violence and assisting crime stoppers.

- The unit stays in areas where there is more crime and tries to get guns out of the hands of young people. The unit focuses on road patrol and apartment complexes in an effort to curb crime. The unit deals with drug deals, violent crimes, looks at social media pages and does surveillance. The unit took five guns off the street last week.

The unit can cover half the city and does not get dispatched in the traditional way.

The unit works with other special units and has solved three homicides.

When a crime is solved, typically it's because of the response time, when the investigation starts.

The unit doesn't get off until late and is extremely valuable with investigations. The shift was from 5:00 p.m. until 3:00 a.m. However, the start time will change to allow for the unit to have more time before the shift ends in order to start an investigation.

How can there be a cost reduction? Changing the shift time, so there is less overtime. Possibly reducing the number of deputies by one, as the Sargent or supervisor is necessary.

#### B. Art Dunlap Park

M1 Concourse would like to donate \$17,390 to the City and have the city to pay a contractor for improvements to the park. To do this, the budget will have to be amended. This will be a three step process:

- a. The money has to be received
- b. The money has to be appropriated
- c. A contractor has to receive it.

A series of budget amendments will be given to the Clerk on Thursday, for Tuesday's Council meeting.

A resolution should be added that can include the proposed amendments.

Council also passed a resolution to include roll-overs from FY 2019.

### C. New Business

#### Reports for July 2019 financial activities

##### Items of interest:

- The total cash and investments in all funds for the City as of 7/31/2019 was \$52,208,383. The General fund portion of the total amount of cash is \$16,061,902. The net increase in the balance compared to the previous month is as the result of increased income tax collection.
- Income tax collections for the current fiscal year vs prior fiscal year. Cash receipts were \$1,159,331 at 7/31/2019 compared to \$1,122,804 during the month of 7/31/2018 (unaudited).
- Property tax collections as of 8/13/2019 show a total amount of City millages collected as \$11,079,397.09 vs \$12,559,699.81 billed, which is approximately 88%

##### **Budget Amendments are needed in order to pay for expenditures for the following:**

1. **Public Improvement Fund:** projects for City Hall lot repairs and Building additions were not completed in FY 19. The balance is not yet known, since the books for FY 19 are not closed. This impacts account numbers 445-265-974.021(City Hall Lot Repairs) and 445-265-976.001(Building Additions).
2. **Major Street Fund:** the work on Perry Street and Mill Street projects were not completed in FY 19 and more money will be needed in FY 20. This impacts account numbers 202-563-987.000(Perry Street) and 202-463-988.00 (Mill Street).
3. **Local Street Fund:** The Highwood Blvd and Kettering projects were not completed in FY 19 and will need more money in 20. This impacts account numbers 203-463-989.000 (Highwood Blvd) and 203-463-990.00 (Kettering)
4. **Cemetery Fund:** approximately \$38,000 will be needed to do some crypt front repairs. This work would be at both cemeteries, Ottawa Park and Oak Hill. Money will be need to be moved from building maintenance into professional services.
5. **Mowing:** Code Enforcement's budget needs more money, so \$30,000 will be needed and should be moved from Wade Trim 101-690-818-060 to 101-733-818.006.

The budget for medical marijuana may be incorrect and need to be amended. There should be a tracking mechanism so everything related to marihuana and marihuana should have a separate account. The application fee could not be more than \$5,000 and had to be justified. The cost to operate is separate from the revenue.

### D. Questions posed by the subcommittee to the Administration:

1. **Blight Officer:** No money has been spent on a Blight Officer.
2. **Sheriff's DPU unit** (See above)
3. **Street Repairs at Stonegate and Golf Drive condos:** no money has been spent on Golf Drive. Discussions regarding repair status has been sent to the DPW Director and he will provide a response in a separate report. The repairs at Stonegate are out of the scope because they are private roads.
4. **Repairs at the 50<sup>th</sup> District Court:** the City has spent a total of \$252,875 at the court building. Roughly \$4,000 was on an HVAC.
5. **National League of Cities (NLC):** the share of invoice will be paid by the Executive soon.

6. **Villages of Bloomfield:** there is a commitment to provide \$2M worth of jobs, job training or a \$2M care-out of business for Pontiac contractors. Satisfactory progress has been reported in the first year. Once a new Economic Development Director is put in place, the City will re-establish a reporting a cadence. OU & Marshall plan was done with \$150,000. The Promise Zone is paying for 18 years and over. The City needs to determine whether the Village of Bloomfield has provided job training etc.
7. **Road Kill & Dream Cruise Budgets:** the budget is incomplete as sponsors have not yet paid, the program now includes the Pontiac Music Festival, the Sherriff's Office and Fire Department have not fully billed and ticket sales are not yet complete. Once all is finalized, administration will prepare a final report.

**Adjourned: 5:00 pm**

**#7**

# **PRESENTATION**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into effective as of the \_\_\_\_ day of ~~September~~ August, 2018 (the "Effective Date"), by and among OTTAWA TOWER II, LLC, a Michigan limited liability company, and the NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST, a California pension and profit sharing trust, (individually a "Plaintiff" and collectively herein "Plaintiffs" or "Ottawa Towers"), and the CITY OF PONTIAC, a Michigan municipal corporation, ("City"), LOUIS SCHIMMEL, an individual formerly acting as the Emergency Manager of the City of Pontiac, ("Emergency Manager"), OAKLAND COUNTY ("County"), a Michigan municipal corporation, and the OAKLAND COUNTY BUILDING AUTHORITY, a Michigan building authority, (collectively herein "Defendants"). The Plaintiffs and Defendants are hereinafter individually a "Party" and collectively the "Parties."

### RECITALS

A. On October 30, 1979, the City, the Pontiac Downtown Development Authority, and the Downtown Pontiac Development Company entered into a Comprehensive Development Agreement ("Development Agreement"), recorded at Liber 7770, Page 127, Oakland County Records, that required, among other obligations, that the developer construct a parking deck (the "Deck"), a plaza (the "Plaza"), and other improvements on the public sites of a certain parcel of land located in the City of Pontiac, now commonly known as the "Phoenix Center."

B. The Development Agreement provided that the City would convey certain parcels of land within the project area to the developer to develop various buildings on the private sites within the project area including, but not limited to, two office buildings that are now known as the Ottawa Towers.

C. On May 8, 1980, a Declaration of Easements ("Declaration of Easements") was executed and recorded at Liber 7788, Page 01, Oakland County Records, that created certain easements and other rights and obligations as referenced therein.

D. The Ottawa Towers office buildings are now owned by Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan and Trust.

E. On July 5, 2012, the City's Emergency Manager issued Order S-221 Regarding the Approval to Request the County of Oakland to Approve the Demolition of the Phoenix Center. Thereafter, in July 2012, the Ottawa Towers commenced litigation against Defendants to prevent the demolition and to assert related claims against the Defendants (Oakland County Circuit Court Case No. 12-130331-CH, the "2012 Case"). The City and County filed counterclaims against the Ottawa Towers. On November 30, 2012, the Oakland County Circuit Court entered a preliminary injunction preventing the demolition of the Phoenix Center, among other relief. At the time the case was commenced, the County held title to the Phoenix Center. However, during the pendency of the case, the County transferred title to the Phoenix Center back to the City, and thereafter the County dismissed its counterclaim.

F.- On March 28, 2014, the City filed a condemnation action against the Ottawa Towers, among others, relating to the Phoenix Center (Oakland County Case No. 14-139761-CC, the "2014 Case"). The City's condemnation action was dismissed in October 2014 by the Oakland County Circuit Court, which dismissal was thereafter affirmed upon appeal; however, the Ottawa Towers' claim for reimbursement of attorney fees and costs under MCL 213.66 remains pending. Both the 2012 Case and the 2014 Case are referred to herein as the "Litigation."

G. The Parties participated in mediation facilitated by the Hon. Gerald Rosen (retired), and the Parties agreed upon the material terms of the settlement of their disputes in the form of a Proposed Term Sheet dated April 30, 2018 ("Proposed Term Sheet"). Based upon the Proposed Term Sheet, the Parties

→ *James*

now desire to memorialize the settlement by this Agreement which shall control and which has been duly authorized by all Parties and, as necessary, their duly authorized officials or agents.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties agree as follows:

#### 1.0 PARTIES TO THIS AGREEMENT

1.1 As used in this Agreement, "Plaintiffs" shall include Ottawa Tower II, LLC, and North Bay Drywall, Inc. Profit Sharing Plan and Trust, their respective owners, managers, employees, officers, trustees, members, agents, attorneys, past and present, and their successors and assigns. The signatories for Plaintiffs acknowledge and represent that they have been duly authorized by their respective entities to execute this Agreement and are acting in their official capacity.

1.2 As used in this Agreement, "Defendants" shall include the City, the Emergency Manager, the County and the Oakland County Building Authority and their elected officials, emergency managers, appointees, employees, insurers, representatives, agents, attorneys, past and present, and their successors, and assigns. The signatories for Defendants acknowledge and represent that they have been duly authorized by their respective entities to execute this Agreement and are acting in their official capacity. Defendants represent that no approval is required from the State of Michigan, the Michigan Department of Treasury or any Transition Advisory Board.

#### 2.0 DISMISSAL OF LITIGATION AND DISCHARGE OF LIENS

2.1 The Parties agree that upon payment in full of the settlement payments as set forth in Section 3.1.1 and 3.1.3, they shall execute and concurrently submit to the court for entry a stipulated order of voluntary dismissal with prejudice in the form attached hereto as **Exhibit 1** that resolves all pending claims and closes Case Nos. 12-130331-CH and 14-139761-CC. By entering into this Agreement, no Party admits to any wrongdoing, liability, or responsibility for damages of any kind whatsoever.

2.2 Concurrently, upon payment in full by the City of the amounts set forth in Section 3.1.1 and 3.1.3, Plaintiffs shall discharge and release any and all existing liens that Plaintiffs have filed against the Phoenix Center. The discharge and release of the liens shall be recorded with the Oakland County Register of Deeds at the expense of the Plaintiffs. Any future lien claims after the Effective Date of this Agreement shall be subject to conclusion of the alternative dispute resolution process established in Section 6.4, below, prior to the filing of the liens.

#### 3.0 PAYMENTS

3.1 In consideration of the immediate discharge of all liens and encumbrances on the Phoenix Center as provided herein at Section 2.2, and the full, final and absolute release of all claims described in Section 4.0 Release and Waiver of Claims, the City shall pay Ottawa Towers II, LLC and North Bay Drywall, Inc. Profit Sharing Plan & Trust, jointly and severally, a total of Seven Million Three Hundred and Fifty Thousand Dollars and 00/100 (\$7,350,000.00), without any offset or deduction for any reason, in the manner and form as provided below:

3.1.1 Three Million Five Hundred Thousand Dollars (\$3,500,000.00) (the "Initial Payment") shall be paid upon the execution of all settlement documents, including stipulations and orders for dismissal with prejudice of the Oakland County Circuit Court Case No. 12-130331-CH, with One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) paid to Ottawa Tower II, LLC, and One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) paid to North Bay Drywall, Inc. Profit Sharing Plan & Trust (Charles Stephens, Trustee).

3.1.2 Three Million Five Hundred Thousand Dollars (\$3,500,000.00) payable, to North Bay Drywall, Inc. Profit Sharing Plan & Trust (Charles Stephens, Trustee), in five (5) annual installments of \$700,000.00 ("annual installment payment(s)"), without interest, the first annual installment shall be due on the date all settlement documents are executed. No interest shall accrue on any balance due hereunder. The City may elect to pay the balance of the remaining settlement amount in full at any time. If the City fails to make any installment payment within twenty (20) days of the date that such payment is due, then the entire remaining balance shall be due and payable immediately. Upon written notice from North Bay Drywall, Inc. Profit Sharing Plan & Trust (Charles Stephens, Trustee), or its counsel, given at least 90 days before an installment payment is due, the City shall then pay some or all of the remaining installment payments to Ottawa Tower II, LLC and/or such other payee(s) as set forth in such notice.

3.1.3 The City shall pay Plaintiffs the sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) as full and final reimbursement for all attorney fees and costs incurred by Plaintiffs in the condemnation action, being Oakland Circuit Case No. 14-139761-CC. This reimbursement shall be paid with the Initial Payment in Section 3.1.1 above. Upon payment, Plaintiffs and the City shall submit to the court a final stipulated order of dismissal to close the 2014 Case.

3.2 To secure the payments due to Plaintiffs in 3.1.2 above, the City will execute a confession of judgment (a/k/a "pocket judgment"), in favor of Plaintiffs, which shall expire and terminate by its terms upon delivery of the final payment under Section 3.1.2. If the City fails to make timely payment of any amount required in Section 3.1, Plaintiffs may enter the confession of judgment with the Court. The confession of judgment shall be in the form attached hereto as Exhibit 2. Unless and until there is a default in payment by the City, Plaintiffs' counsel shall hold the confession of judgment and shall immediately provide the confession of judgment to the City's counsel upon the City's payment of the City's final payment required by Section 3.1.2.

3.3 The Parties acknowledge and represent that none of the other Parties, or their attorneys, have made any representations regarding the tax consequences of this Agreement. Each Party shall be solely responsible for any tax consequences resulting from the Agreement or the payments or other actions taken to effectuate its provisions. Any and all reporting or payment of taxes, if any, shall be governed by and in compliance with state and federal laws and regulations governing the same. Plaintiffs will provide the City with a completed Form W-9 for reporting of the payments to each of the Plaintiffs by the City to the Internal Revenue Service.

#### 4.0 RELEASE AND WAIVER OF CLAIMS BY PLAINTIFFS

4.1 Other than as set forth in this Agreement, Plaintiffs hereby forever release, waive, and discharge each of the Defendants and their agents, officers, elected officials, directors, supervisors, emergency managers, appointees, employees, insurers, representatives, agents, attorneys, past and present, in their official and/or individual capacities, and their successors, predecessors and assigns, from any and all suits, causes of action, complaints, charges, obligations, demands or claims of any kind, whether in law or in equity, either direct or indirect, and known or unknown, which Plaintiffs ever had or may have as of the Effective Date of this Agreement (hereinafter collectively referred to as "Claims") related to any of the allegations as pled in any of the versions of Plaintiffs' Complaints as filed in the Litigation described herein from the beginning of time up to and through the Effective Date of this Agreement. Plaintiffs' release and waiver of claims specifically includes, but is not limited to, the release, waiver, and discharge of the following:

4.1.1 Any and all Claims actually pled or that could have been pled as part of the Litigation or any other action at law or in equity;

4.1.2 Any and all Claims of alleged violations of any federal, state or local statute, ordinance, regulation, judicial precedent or executive order, including, but not limited to, claims of breach of contract, breach of declaration of easements, and/or any other applicable federal, state or local law, regulation, rule or ordinance of any kind;

4.1.3 Any and all Claims in tort, not limited to, any claims for innocent misrepresentation, fraudulent misrepresentation, fraud, negligence, breach of implied covenant of good faith and fair dealing, misappropriation, self-dealing, defamation, libel, slander, intentional infliction of emotional distress, for emotional distress damages, breach of fiduciary duty, business torts, and all other tort claims of any kind;

4.1.4 Any and all Claims for attorney's fees, sanctions and costs under statute, including, but not limited to MCL 213.66 and 42 USC §§ 1983 and 1988 (b) and (c), court rules or case law;

4.1.5 Any and all Claims arising under the United States Constitution or the Michigan Constitution of 1963, as amended.

4.2 Plaintiffs acknowledge and agree that this Release and Waiver of Claims covers all of the aforementioned claims and potential claims, which arose on or accrued from the beginning of time and through the Effective Date of this Agreement, whether known or unknown, suspected or unsuspected, matured or not matured, and that this constitutes the essential basis of this Agreement. This Release and Waiver of Claims shall be read as broadly as possible such that the Defendants shall have no further obligations or liability of any sort or nature to Plaintiffs, directly or indirectly, in the existing Litigation other than as provided in this Agreement.

## 5.0 RELEASE AND WAIVER OF CLAIMS BY DEFENDANTS

5.1 Other than as set forth in this Agreement, Defendants hereby forever release, waive, and discharge each of the Plaintiffs and their agents, trustees, members, managers, officers, directors, supervisors, employees, insurers, representatives, agents, attorneys, past and present, in their official and/or individual capacities, and their successors, predecessors and assigns, from any and all suits, causes of action, complaints, charges, obligations, demands or claims of any kind, whether in law or in equity, either direct or indirect, and known or unknown, which Defendants ever had or may have as of the Effective Date of this Agreement (hereinafter collectively referred to as "Claims") related to any of the allegations made or that could have been made in the Litigation from the beginning of time up to and through the Effective Date of this Agreement. Defendants' release and waiver of claims specifically includes, but is not limited to, the release, waiver, and discharge of the following:

5.1.1 Any and all Claims actually pled or that could have been pled as part of the Litigation or any other action at law or in equity;

5.1.2 Any and all Claims of alleged past violations of any federal, state or local statute, ordinance, regulation, judicial precedent or executive order, including, but not limited to, claims of breach of contract, breach of declaration of easements, inverse condemnation, improper or illegal taking of property rights, reformation/modification of easements, slander of title, specific performance and/or any other applicable federal, state or local law, regulation, rule or ordinance of any kind;

5.1.3 Any and all Claims in tort, not limited to, any claims for innocent misrepresentation, fraudulent misrepresentation, fraud, negligence, breach of implied covenant of good faith and fair dealing, misappropriation, self-dealing, defamation, libel, slander, intentional



infliction of emotional distress, for emotional distress damages, breach of fiduciary duty, business torts, and all other tort claims of any kind;

5.1.4 Any and all Claims for attorney's fees, sanctions and costs under statute, including, but not limited to MCL 213.66 and 42 USC §§ 1983 and 1988 (b) and (c), court rules or case law;

5.1.5 Any and all Claims arising under the United States Constitution or the Michigan Constitution of 1963, as amended.

5.2 Defendants acknowledge and agree that this Agreement covers all of the aforementioned claims and potential claims, which arose on or accrued from the beginning of time and through the Effective Date of this Agreement, whether known or unknown, suspected or unsuspected, matured or not matured, and that this constitutes the essential basis of this Agreement. This Release and Waiver of Claims shall be read as broadly as possible such that the Plaintiffs shall have no further obligations or liability of any sort or nature to Defendants, directly or indirectly, in the existing Litigation other than as provided in this Agreement.

#### 6.0 REPAIR AND MAINTENANCE OF THE PHOENIX CENTER AND TUNNEL

6.1 The City is the owner of the Plaza, the Deck, and the Orchard Lake Road Tunnel ("Tunnel"), subject to the existing encumbrances on title, as of the Effective Date of this Agreement.

6.2 In addition to the payments set forth in Section 3.0 of this Agreement, the City shall pay up to Six Million & 00/100 (\$6,000,000.00) dollars over a ten (10) year period beginning as of the Effective Date of this Agreement for the repair and maintenance of the Phoenix Center so as to do all maintenance and repairs necessary to bring and maintain the Phoenix Center into conformance with the requirements of the International Property Maintenance Code (2015 edition), as referenced in the Michigan Building Code and the Michigan Rehabilitation Code (2015 edition)(herein "Code").

6.3 The repairs and maintenance that the City commits to make shall include all electrical, lighting, elevator and structural repairs in the north and south sections of the Deck to be completed within the first two years after the Effective Date of this Agreement as more fully detailed on Exhibit 3 attached hereto. The repairs and maintenance performed by the City shall be done in a good and workmanlike manner in conformance with the Code. A detailed schedule to perform the specific work on the Phoenix Center as required by Exhibit 3 shall be prepared by the Parties' respective engineering contractors and/or experts after meeting to develop a specific scope of work, scheduling, and staging; provided, however, that the minimum required work and timeframes listed on Exhibit 3 shall not be delayed or diminished in scope. Plaintiffs have provided the City with all of Plaintiffs' relevant engineering reports, drawings, specifications, and cost estimates for the completed repairs to the Phoenix Center as of the Effective Date of this Agreement, without any representation that the drawings or source documents may be useable by the City without paying fees to, or retaining for itself, the preparers and/or experts.

6.4 In the event Plaintiffs (or successors in title) believe that the City is not maintaining or repairing the Phoenix Center in compliance with its obligations hereunder or under the Declaration, then the following procedures shall be followed: Plaintiffs (or successors in title) shall provide written notice to the City identifying and explaining the alleged deficiency. The City shall then have seven (7) days after receipt of such written notice to confirm in writing that the City will remedy the deficiency expeditiously within a defined time period specified in the City's written response. If the City either declines or otherwise fails to confirm that a remedy will be made expeditiously, or fails to respond in writing, or if the time period specified by the City is not reasonable or expeditious, Plaintiffs (or successors in title) may commence an expedited mediation by contacting Judicial Arbitration and Mediation Services, Inc., now known as "JAMS" (and, if available, utilizing Hon. Judge Gerald Rosen) or another qualified mediation organization

if JAMS is unavailable. Plaintiffs (or successors in title) and the City shall mediate their dispute within seven (7) days, or on the first mutually available date, but no later than thirty (30) days after Plaintiff's initial written request letter to the City. The mediator's fees and expenses shall be borne equally by the parties, but the mediator shall award to the substantially-prevailing party the mediator's fees and expenses, and the reasonable attorneys' fees and costs incurred by such party. If the mediator is unable to resolve the dispute within thirty (30) days of the mediator's retention to serve as mediator, or if the City declines, fails and/or refuses to participate in the mediation and in good faith, and the mediator terminates the mediation, then the parties shall proceed as provided by the Declaration relating to liens. Notwithstanding the foregoing, nothing in this paragraph shall be deemed or construed to permit or justify the City to delay responding to and remedying any dangerous conditions for which it is responsible to repair under the Declaration.

Commented [MCH1]: If the outside date for the conclusion of the process is 30 days, this should be 30 days and not 77

#### 7.0 PARKING RIGHTS AND ACCESS

The Parties have agreed to amend the Declaration of Easements in order to clarify Plaintiffs' parking and access rights with respect to the Deck. The form of amendment to the Declaration of Easement is set forth as Exhibit 4 and shall be executed and recorded with the Oakland County Register of Deeds concurrent with the discharge of liens referenced herein. In addition to the provisions of the Declaration of Easements, the access and parking rights by Plaintiffs, their tenants, and employees in the Phoenix Center are set forth on Exhibit 5. The City shall install a card-reader system (or equivalent) and thereafter issue parking cards to the Ottawa Towers as set forth on Exhibit 5. Plaintiffs represent that the parking cards referenced therein are for use only by Plaintiffs (or successors in title) and their tenants and employees and shall not be resold or transferred to any other person or entity. The City shall provide replacement cards to the Ottawa Towers immediately upon request from Plaintiffs or their tenants or their successors in title, as set forth on Exhibit 5.

#### 8.0 INTERIM MAINTENANCE, AND MANAGEMENT OF THE PHOENIX CENTER

In anticipation of the City reassuming and undertaking its obligations for sole day-to-day property management of the Deck. Plaintiffs shall continue their services at the Phoenix Center, in conformity with their same level, extent and scope of services as of the date of the execution of this Agreement, to perform the day-to-day maintenance, operations, and facilities management for the South Side (being that portion of the Deck located to the south of Orchard Lake Road) of the Deck that is in use by Plaintiffs, their tenants and employees, as set forth on Exhibit 6, for \$9,810.00 per month payable in advance on the first day of each month to be paid by the City to Plaintiffs commencing upon May 1, 2018 through the earlier of: (i) the City undertaking sole day-to-day property management of the Deck, Tunnel, and Plaza as set forth on Exhibit 6; or (ii) six (6) months from the Effective Date of this Agreement. Plaintiffs shall name the City as an additional insured on its insurance policies and provide certificates of insurance to the City. This amount does not include charges for materials (such as salt, lightbulbs/fixtures, scaffolding, fuel, waste containers, etc.), permit fees, subcontractor charges (although scheduling and coordination of painting of lines for parking spaces is included, actual layout and painting will be by subcontractor as an additional cost), equipment rental or other similar non-labor expenses, or services for any activities not currently performed by Plaintiffs. Any and all cleanup, repairs and costs of vandalism and graffiti removal shall be an extra charge; provided, however, that Plaintiffs will not perform such additional work and incur such extra charges until first providing to the City ten (10) days' prior written notice of the need therefor. Any invoices submitted by Plaintiffs to the City for the period after May 1, 2018 shall be paid in full upon execution of this Agreement. Payments to Plaintiffs for the monthly payment under this section and also the monthly payment for the electrical charges relating to the Tunnel shall be made by the City through electronic deposit to Plaintiffs' account as provided in writing to the City by Plaintiffs with Plaintiffs' invoices. Any of Plaintiffs' invoices that are not timely paid by the City within twenty days shall incur a late fee of 5% of the amount of the invoice, plus interest of 1% per month from the date due.

#### 9.0 RIGHTS IN FOYER, CONNECTOR, AND ATRIUM CONNECTOR

The City will execute a quitclaim deed to North Ottawa Tower II, LLC, for all of the City's claimed right, title and interest in or to the Atrium Connector, which is the 2-story atrium structure adjacent to the Judson Tower and located upon North Bay's property between the Judson Tower and the Phoenix Center, in the form of quitclaim deed attached as Exhibit 7. The City acknowledges and agrees that Plaintiffs shall have an easement for rights to ingress and egress through the Foyer and Connector as defined in the City's Counterclaim to/from the Phoenix Center to/from both of Plaintiff's office towers, and that such rights are set forth in the Amended Declaration of Easements attached as Exhibit 4.

#### **10.0 REVIEW OF AGREEMENT**

The Parties acknowledge and agree that they have been advised of the right to consult with an attorney regarding the terms of this Agreement and their rights under this Agreement and state and federal statutes and common law. Each Party acknowledges that before signing this Agreement they have read the entire Agreement and fully understands the terms, content, and effect of the Agreement; that they have had the benefit of advice from an attorney of their choosing; and that they relied fully and completely on their own judgment and/or on the advice of their attorney in executing this Agreement.

#### **11.0 ASSIGNMENT**

Plaintiffs may, but are not obligated to, assign this Agreement, in whole or in part, upon the sale of either or both of the Towers, the sale of Ottawa Tower II, LLC, or the transfer of all, or substantially all of a Plaintiff's assets.

#### **12.0 GOVERNING LAW**

This Agreement is executed under the laws of the State of Michigan, and shall be governed by, the laws of the State of Michigan.

#### **13.0 SEVERABILITY**

Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the other terms or the remainder of this Agreement.

#### **14.0 INTEGRATION**

The Parties acknowledge and agree that this Agreement, and the Exhibits and schedules attached hereto, contains all of the terms and conditions agreed upon by the Parties hereto regarding the subject matter of this Agreement. This Agreement supersedes any prior agreements, promises, negotiations, or representations concerning the subject matter of this Agreement not expressly set forth in this Agreement. This Agreement, including its schedules and exhibits, may not be amended, revoked, waived, changed or modified, except in a writing executed by all of the Parties to this Agreement.

#### **15.0 CLOSING AND EXECUTION OF DOCUMENTS**

This Agreement and any other settlement document of which an original signature is not required may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. This Agreement may be recorded by any Party with the Oakland County Register of Deeds.

#### **16.0 SCOPE OF AGREEMENT**

The Parties understand that this Agreement covers all of the aforementioned claims and potential claims, which arose on or before the date that they executed this Agreement, whether known or unknown, suspected or unsuspected, and that this constitutes an essential term of this Agreement. The Parties acknowledge that, except as otherwise provided herein, the terms and conditions of this Agreement represent a full and complete disposition and satisfaction of each Party's legal, statutory, regulatory, and contractual obligations to the other Parties through the Effective Date hereof.

#### **17.0 SECTION HEADINGS**

The section headings contained in this Agreement are for the convenience of the Parties only and are not to be used in interpreting this Agreement.

#### **18.0 SUCCESSORS AND ASSIGNS**

The terms, rights and obligations of the Parties under this Agreement shall be binding on, inure to the benefit of, and be enforceable by any successors or assigns of the Parties.

#### **19.0 WARRANTIES**

Each Party and signatory hereto warrants and represents that:

19.1 The Party relies exclusively on its own judgment, and that the Party has not been influenced by any statement made by or on behalf of any of the other Parties to this Agreement;

19.2 The Party has been fully informed and has full knowledge of the terms, conditions, and effects of this Agreement;

19.3 The Party has, either on its own or through its attorneys, fully investigated, to its full satisfaction, all the facts surrounding the various claims, controversies, and disputes and is fully satisfied with the terms and effects of the Agreement;

19.4 The Party has not assigned or transferred any of the claims, demands, actions and rights being released by such party in this Agreement;

19.5 The Party has the full and complete authority to enter into this Agreement, to release the Claims that the Party is releasing herein, and to execute any and all documents required pursuant to this Agreement, and that this Agreement is binding upon the Party; and

19.6 The Parties have executed this Agreement as their own free act and without reliance upon any representations, warranties, or promises other than those contained in this Agreement.

#### **20.0 NOTICES**

All notices, requests or other communications required or permitted to be given hereunder shall be given in writing, and shall be deemed received (a) when hand delivered, or (b) one (1) business day after delivery to FedEx or similar overnight delivery service, when posted for next business day delivery, or (c) when received after deposit in the U.S. certified mail, return receipt requested, or (d) when sent, if sent during normal business hours by email transmission, and such transmission is promptly followed by any of the other methods for giving notice. In all cases notices shall be addressed to the parties at their respective addresses as follows or to such other address as either party hereto may designate by a notice given in accordance with this Section:

To City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

Giarmarco, Mullins & Horton, P.C.  
Attn: John Clark  
Tenth Floor Columbia Center  
101 West Big Beaver Road  
Troy, Michigan 48084-5280  
Email: jclark@gmhlaw.com

To Ottawa Towers:

OTTAWA TOWER II, LLC  
Attn: Charles Stephens, Manager  
715 Southpoint Blvd., Suite B  
Petaluma, CA 94954-6836  
Email: [cstephens@northbayco.com](mailto:cstephens@northbayco.com)

And:

NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST  
Attn: Charles Stephens, Trustee  
715 Southpoint Blvd., Suite B  
Petaluma, CA 94954-6836  
Email: [cstephens@northbayco.com](mailto:cstephens@northbayco.com)

With a copy to:

Maddin Hauser Roth & Heller, PC  
Attn: Steven D. Sallen, Esq.  
28400 Northwestern Hwy.  
Suite 200  
Southfield, MI 48034  
Email: [ssallen@maddinhauser.com](mailto:ssallen@maddinhauser.com)

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IN WITNESS WHEREOF, the Parties acknowledge and agree that each is acting of their own free will to cause the execution of this Agreement as of the Effective Date first written above.

WITNESSES

Plaintiff:

OTTAWA TOWER II, LLC

Print:

By: Charles R. Stephens  
Its: Authorized Manager

Plaintiff:

NORTH BAY DRYWALL, INC. PROFIT

SHARING PLAN & TRUST

Print:

\_\_\_\_\_  
By: Charles R. Stephens  
Its: Authorized Trustee

**Defendants:**

CITY OF PONTIAC, on behalf of itself and  
LOUIS H. SCHIMMEL, formerly acting as the  
Emergency Manager of the City

Print:

\_\_\_\_\_  
By: Deirdre Waterman  
Its: Mayor, duly authorized and approved by City  
Council Resolution No. \_\_\_\_,  
approved \_\_\_\_, 2018

OAKLAND COUNTY

Print:

\_\_\_\_\_  
By: L. Brooks Patterson, or his designee  
Its: Oakland County Executive

OAKLAND COUNTY BUILDING  
AUTHORITY

Print:

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

2158788v6 8/6/18

EXHIBIT 1 – DISMISSAL ORDERS

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

OTTAWA TOWER II, LLC, A Michigan  
Limited Liability Company, and NORTH  
BAY DRYWALL, INC., PROFIT  
SHARING PLAN & TRUST, a California  
Pension and Profit Sharing Trust,

Case No. 12-130331-CH  
Hon. Michael Warren

Plaintiffs/Counter Defendants,

vs.

CITY OF PONTIAC, a Michigan Municipal  
Corporation, LOUIS SCHIMMEL, an individual  
acting as the Emergency Manager of the City of  
Pontiac, and OAKLAND COUNTY, a Michigan  
Municipal Corporation, and OAKLAND COUNTY  
BUILDING AUTHORITY, a Michigan Building  
Authority,

**STIPULATED  
ORDER FOR  
DISMISSAL WITH  
PREJUDICE AND  
WITHOUT COSTS  
OR FEES**

Defendants/Counter-Plaintiffs.

MICHELLE C. HARRELL (P48768)  
Maddin Hauser Wartell Roth & Heller, P.C.  
Attorneys for Plaintiff  
28400 Northwestern Highway, 3<sup>rd</sup> Floor  
Southfield, Michigan 48034  
(248) 354-4030 or (248) 355-5200

JOHN C. CLARK (P51356)  
STEPHEN J. HITCHCOCK (P15005)  
JOHN L. MILLER (P71913)  
Giarmarco Mullins & Horton  
Attorneys for City of Pontiac & Schimmel  
101 West Big Beaver Road, Tenth Floor  
Troy, Michigan 48084-5280  
(248) 457-7000/(248) 404-6313

DAVID B. TIMMIS (P40539)  
Vandever Garzia, P.C.  
Attorneys for Defendant Oakland County  
840 W. Long Lake Road, Suite 600  
Troy, Michigan 48098  
(248) 312-2800

KEITH J. LERMINIAUX (P30190)  
Attorney for Defendants Oakland County  
1200 N. Telegraph Road, Bldg. 14E  
Pontiac, Michigan 48341  
(248) 858-0557

THOMAS J. MCCARTHY (P36755)  
Monaghan, P.C.  
Attorneys for Defendant City of Pontiac and  
Louis Schimmel  
33 Bloomfield Hills Pkwy., Ste. 260  
Bloomfield Hills, MI 48304  
(248) 642-5770

JEROME P. PESICK (P29029)  
Steinhardt Pesick & Cohen  
Co-Counsel for Plaintiffs  
380 N. Old Woodward, Ste. 120  
Birmingham, MI 48009  
(248) 646-0888

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**STIPULATED ORDER FOR DISMISSAL WITH PREJUDICE  
AND WITHOUT COSTS OR FEES**

THIS MATTER is before the court upon the stipulation of counsel for the parties and with the Court being duly advised that the parties have settled this case in its entirety, and with the Court being otherwise fully advised in the premises:

IT IS ORDERED THAT this case is dismissed in its entirety with prejudice and without costs or fees to any party. This Court retains jurisdiction to enforce the Settlement Agreement and Release dated effective as of September ~~June 20~~, 2018 which is incorporated herein by reference as if fully restated herein.

This Order resolves the last pending claim and closes the case.

\_\_\_\_\_  
CIRCUIT COURT JUDGE

I STIPULATE TO ENTRY OF THE ABOVE ORDER:

\_\_\_\_\_  
/s/ Michelle C. Harrell  
Michelle C. Harrell (P48768)  
Attorney for Plaintiffs

\_\_\_\_\_  
/s/ John C. Clark  
John C. Clark (P51356)  
Attorney for City of Pontiac and Schimmel

\_\_\_\_\_  
/s/ David B. Timmis  
David B. Timmis (P40539)  
Attorney for Defendant Oakland County



STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

*The Condemnation Complaint of the City of Pontiac  
for the acquisition of property interests  
for public purposes in Oakland County, Michigan*

CITY OF PONTIAC, a Michigan  
municipal corporation,

Plaintiff,

Case No. 14-139761 CC  
Hon. Michael Warren

v.

OTTAWA TOWER II, LLC,  
a Michigan limited liability company;  
CHARLES R. STEPHENS, as Trustee of the  
NORTH BAY DRYWALL, INC. PROFIT SHARING  
PLAN AND TRUST DATED OCTOBER 1, 1985,  
a California entity,

STIPULATED ORDER OF  
DISMISSAL WITH  
PREJUDICE

Defendants.

Thomas J. McCarthy (P36755)  
Matthew T. Jane (P58396)  
MONAGHAN, P.C.  
Attorneys for Plaintiff  
33 Bloomfield Hills Pkwy., Ste. 260  
Bloomfield Hills, MI 48304  
(248) 642-5770

William H. Horton (P31567)  
John C. Clark (P51356)  
Stephen J. Hitchcock (P15005)  
GIARMARCO MULLINS & HORTON PC  
Attorneys for Plaintiff  
101 West Big Beaver Road, Tenth Floor  
Troy, MI 48064  
(248) 457-7000

Jerome P. Pesick (P29039)  
Jason C. Long (P59244)  
STEINHARDT PESICK & COHEN  
Attorneys for Defendants Ottawa Tower II, LLC  
and Charles R. Stephens, as Trustee of the North  
Bay Drywall, Inc. Profit Sharing Plan and Trust  
Dated October 1, 1985  
380 N. Old Woodward Ave., Suite 120  
Birmingham, MI 48009  
(248) 646-0888

Steven D. Sallen (P36991)  
Michelle C. Harrell (P48768)  
MADDIN, HAUSER, ROTH &  
HELLER, P.C.  
Attorneys for Defendants Ottawa Tower II, LLC  
and Charles R. Stephens, as Trustee of the North  
Bay Drywall, Inc. Profit Sharing Plan and Trust  
Dated October 1, 1985  
28400 Northwestern Hwy., Second Floor  
Southfield, MI 48034  
(248) 354-4030

~~STIPULATED ORDER FOR DISMISSAL WITH PREJUDICE~~

~~THIS MATTER is before the court upon the stipulation of counsel for the parties and with the Court being duly advised that the parties have settled this case in its entirety, and with the Court being otherwise fully advised in the premises;~~

~~IT IS ORDERED THAT this case is dismissed in its entirety with prejudice. This Court retains jurisdiction to enforce the Settlement Agreement and Release dated effective as of June 30, 2018 which is incorporated herein by reference as if fully restated herein.~~

~~This is a final Order that resolves the last pending claim and closes the case.~~

~~CIRCUIT COURT JUDGE~~

~~I STIPULATE TO ENTRY OF THE ABOVE ORDER:~~

~~/s/ Michelle C. Harrell  
Michelle C. Harrell (P48768)  
Attorney for Plaintiffs~~

~~/s/ Thomas J. McCarthy  
Thomas J. McCarthy (P36755)  
Attorney for City of Pontiac~~

**EXHIBIT 2 – CONSENT JUDGMENT,  
CONFESSION OF JUDGMENT AND AFFIDAVIT OF  
CONFESSION OF JUDGMENT**

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

OTTAWA TOWER II, LLC, A Michigan  
Limited Liability Company, and NORTH  
BAY DRYWALL, INC., PROFIT  
SHARING PLAN & TRUST, a California  
Pension and Profit Sharing Trust,

Case No. 12-130331-CH  
Hon. Michael Warren

Plaintiffs/Counter Defendants,

vs.

**CONSENT  
JUDGMENT**

CITY OF PONTIAC, a Michigan Municipal  
Corporation, LOUIS SCHIMMEL, an individual  
acting as the Emergency Manager of the City of  
Pontiac, and OAKLAND COUNTY, a Michigan  
Municipal Corporation, and OAKLAND COUNTY  
BUILDING AUTHORITY, a Michigan Building  
Authority,

Defendants/Counter-Plaintiffs.

MICHELLE C. HARRELL (P48768)  
Maddin Hauser Roth & Heller, P.C.  
Attorneys for Plaintiffs  
28400 Northwestern Highway, 3<sup>rd</sup> Floor  
Southfield, Michigan 48034  
(248) 354-4030 or (248) 355-5200

JOHN C. CLARK (P51356)  
STEPHEN J. HITCHCOCK (P15005)  
JOHN L. MILLER (P71913)  
Giarmarco Mullins & Horton  
Attorneys for City of Pontiac & Schimmel  
101 West Big Beaver Road, Tenth Floor  
Troy, Michigan 48084-5280  
(248) 457-7000/(248) 404-6313

THOMAS J. MCCARTHY (P36755)  
Monaghan, P.C.  
Attorneys for Defendant City of Pontiac and  
Louis Schimmel  
33 Bloomfield Hills Pkwy., Ste. 260  
Bloomfield Hills, MI 48304  
(248) 642-5770

DAVID B. TIMMIS (P40539)  
Vandevor Garzia, P.C.  
Attorneys for Defendant Oakland County  
840 W. Long Lake Road, Suite 600  
Troy, Michigan 48098  
(248) 312-2800

KEITH J. LERMINIAUX (P30190)  
Attorney for Defendants Oakland County  
1200 N. Telegraph Road, Bldg. 14E  
Pontiac, Michigan 48341  
(248) 858-0557

JEROME P. PESICK (P29029)  
Steinhardt Pesick & Cohen  
Co-Counsel for Plaintiffs  
380 N. Old Woodward, Ste. 120  
Birmingham, MI 48009  
(248) 646-0888

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### CONSENT JUDGMENT

THIS MATTER is before the court upon the filing of an Affidavit of Confession of Judgment and the Confession of Judgment by the Plaintiffs pursuant to the Settlement Agreement and Release previously executed by Plaintiffs and Defendant City of Pontiac, and with the Court being otherwise fully advised in the premises:

IT IS ORDERED THAT this case is reopened, and judgment is entered in favor of Plaintiffs and against Defendant City of Pontiac, in the amount of \$3,500,000.00, less amounts paid to Plaintiffs by the City towards such amount due as of the date of entry of this Consent Judgment, for a total judgment due of \$\_\_\_\_\_. This Consent Judgment shall bear interest at the statutory judgment interest rate until paid in full.

This Order resolves the last pending claim and closes the case.

---

CIRCUIT COURT JUDGE

I STIPULATE TO ENTRY OF THIS CONSENT JUDGMENT  
PURSUANT TO THE TERMS AND CONDITIONS OF THE  
SETTLEMENT AGREEMENT AND RELEASE:

---

/s/ Michelle C. Harrell  
Michelle C. Harrell (P48768)  
Attorney for Plaintiffs

---

/s/ John C. Clark  
John C. Clark (P51356)  
Attorney for City of Pontiac

CONFESSION OF JUDGMENT

The City of Pontiac ("City"), a Michigan municipal corporation, hereby authorizes, without power of revocation, any attorney of any court of record to appear for the City in any such court after a default has been declared by Plaintiffs under the terms of the Settlement Agreement and Release dated effective June 30, 2018 (the "Agreement"), to waive process and service thereof, and to confess judgment against the City and in favor of Plaintiffs Ottawa Tower II, LLC and North Bay Drywall, Inc. Profit Sharing Plan & Trust, which judgment provides for a monetary consent judgment in favor of the Plaintiffs in the amount of \$3,500,000.00, less the amount of any payments made by the City upon such amount. Plaintiffs' counsel is authorized to complete the Consent Judgment to state the current amount due to Plaintiffs, net of any payments then made.

Executed as of this ~~September~~ August \_\_\_\_, 2018.

\_\_\_\_\_  
City of Pontiac  
By: Deirdre Waterman  
Its: Mayor, duly authorized and approved by  
City Council Resolution No. \_\_\_\_,  
Approved \_\_\_\_, 2018

STATE OF MICHIGAN     )  
                                  ) ss:  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2018 by Deirdre Waterman, as Mayor of the City of Pontiac.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in the County of \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

OTTAWA TOWER II, LLC, A Michigan  
Limited Liability Company, and NORTH  
BAY DRYWALL, INC., PROFIT  
SHARING PLAN & TRUST, a California  
Pension and Profit Sharing Trust,

Case No. 12-130331-CH  
Hon. Michael Warren

Plaintiffs/Counter Defendants,

vs.

CITY OF PONTIAC, a Michigan Municipal  
Corporation, LOUIS SCHIMMEL, an individual  
acting as the Emergency Manager of the City of  
Pontiac, and OAKLAND COUNTY, a Michigan  
Municipal Corporation, and OAKLAND COUNTY  
BUILDING AUTHORITY, a Michigan Building  
Authority,

Defendants/Counter-Plaintiffs.

**AFFIDAVIT OF DEFAULT AND CONFESSION OF JUDGMENT  
AGAINST DEFENDANT CITY OF PONTIAC**

The undersigned, having been duly sworn, states the following under oath to the best of  
his/her knowledge, information and belief:

1. I am an attorney of record in the above-captioned matter.
2. The parties previously executed a Settlement Agreement and Release that required  
Defendant City of Pontiac to make installment payments to Plaintiffs on a timely basis. The  
Settlement Agreement and Release further provided that if such installment payments were not  
timely made to Plaintiffs, that Defendant City of Pontiac consented and confessed to entry of a  
consent judgment for the full unpaid settlement amount.
3. Defendant City of Pontiac has defaulted upon its payment obligations as set forth  
in the Settlement Agreement and Release thereby justifying entry of the Consent Judgment  
submitted to this Court for entry.

4. The undersigned certifies the amount stated in the Consent Judgment is true and accurate.

\_\_\_\_\_  
(P\_\_\_\_\_)  
Counsel for Plaintiffs

Subscribed and sworn to before me,  
A Notary Public, on this \_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

### EXHIBIT 3 – SCHEDULE OF MAINTENANCE AND REPAIRS

- (A) The City shall pay up to Six Million (\$6,000,000) Dollars to do all maintenance and repairs necessary to bring the Phoenix Center into conformance with the requirements of the International Property Maintenance Code (2015 edition), as referenced in the Michigan Building Code and the Michigan Rehabilitation Code (2015 edition), within the ten (10) year period after the Effective Date of this Agreement; provided, however, that:

Within thirty (30) days of the Effective Date of this Agreement, the City shall repair vandalism damage previously reported by Plaintiffs; within twenty-four (24) months of the Effective Date of this Agreement, the City shall complete all necessary electrical, lighting, elevator and serious structural repairs to the Deck in the following stages:

- 1) repairs to the third (3<sup>rd</sup>) floor of the north side of the Deck which is defined as that portion of the Deck located to the north of Orchard Lake Road ("North Side") – both electrical and structural and the repairs to both of the south side elevators;
- 2) then all south side sections of the Deck, being that portion of the Deck located to the South of Orchard Lake Road ("South Side");
- 3) then return to repair the remaining portions of the North Side of the Deck.

- (B) Notwithstanding the 24-month schedule above, if Ottawa Towers II, LLC, or any subsequent owner, leases the Judson tower (or portion thereof), the City shall, within six (6) months of the date that City is served written notice of such lease execution ("Notice of Lease"), complete the following repairs to the Deck:

- 1) all electrical and structural repairs on the south side of the Deck;
- 2) two elevators on the south side of the Deck;
- 3) make both electrical and structural repairs to have the 3<sup>rd</sup> floor on the north side of the Deck ready for parking;

- (C) Commencing upon May 1, 2018, the City will reimburse Plaintiffs in advance on the first day of each month for the actual costs of providing electricity to the Deck and Tunnel (\$4,374.00 per month) to continue until such time as the City can establish and assume the costs of providing electricity to the Deck and Tunnel; all payments to be paid electronically to an account designated by Plaintiffs on or before the first day of the month. The City shall immediately upon execution of this Agreement pay any past due invoices to Plaintiffs for the period after the signing of the Term Sheet until this Agreement is signed. As soon as is feasible, the City will have the electrical power for the Deck and Tunnel placed on the City's account with the electric provider, pay any actual costs associated with doing so, and thereafter pay the electrical charges directly.

- (D) FIRE SUPPRESSION SYSTEM: A portion of the fire suppression system for the Phoenix Center that services the secured parking area on the second floor of the Deck (near Tower I) is connected to fire pumping equipment located in the 31 Judson Tower. The City shall disconnect and relocate the fire suppression service pumping equipment from the 31 Judson Tower, and reconnect it to the City's own fire suppression pumping equipment. There are 175 parking spaces within this secured parking area on the second floor of the Deck; the City agrees to provide those same 175 parking spaces within the Deck, free of charge to the owner of the 31 Judson Tower Plaintiffs, their tenants and employees, until such time as City completes the work to disconnect/reconnect the fire suppression system as above described.



EXHIBIT 4 – AMENDMENT TO DECLARATION OF EASEMENTS

---

AMENDMENT TO DECLARATION OF EASEMENTS

This Amendment to Declaration of Easements ("Amendment") is made as effective of the \_\_\_\_ day of ~~September~~ August, 2018, by the City of Pontiac, a municipal corporation of the State of Michigan, with offices at 450 E. Wide Track Drive, Pontiac, Michigan ("City"), and North Bay Drywall Inc. Profit Sharing Plan & Trust, a California Pension and Profit Sharing Trust, ("North Bay") and Ottawa Tower II, LLC, a Michigan limited liability company with offices at 51111 Woodward Avenue, Pontiac, Michigan ("Ottawa").

Background

WHEREAS, the City declared that certain Declaration of Easements on May 8, 1980 ("Declaration"), and said Declaration was recorded in the office of Oakland County Register of Deeds on May 19, 1980, in Liber 7788, page 01; and

WHEREAS, North Bay is now the owner of the office building located at 51111 Woodward Avenue, Pontiac, Michigan, and legally described in the Declaration and referred to therein as Parcel D; and

WHEREAS, Ottawa is now the owner of the office building located at 31 E. Judson Street, Pontiac, Michigan, and legally described in the Declaration and referred to therein as Parcel E; and

WHEREAS, The City is the owner of all Sites legally described in the Declaration other than Parcel D and Parcel E [and the grassy lot]; and

WHEREAS, the City, North Bay, and Ottawa desire herein to amend the Declaration;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties herein agree to amend the Declaration as herein provided:

1. The following paragraph is added to the Declaration after Section 1 for the purpose of clarifying the rights of the parties in regards to parking in the Deck:

Parking Easement in the Deck. The City hereby declares, grants conveys and reserves to and for the benefit of all Owners of the Parcels, and the tenants, subtenants and occupants thereof, and their respective agents, employees, customers and invitees, the right and easement to park passenger automobiles in the Deck located on Parcels K and A-1, and for ingress and egress thereto and therefrom, including but not limited to ingress and egress through any connectors, foyers and vestibules located within or connected to the Deck, and

the right to drive passenger automobiles to and from the Deck and the parking spaces therein. Notwithstanding the forgoing, the City shall have the right to charge reasonable parking fees for the use of the Deck for parking. Further notwithstanding the forgoing, the Plaza located at the top level of the Deck is not for parking, except for temporary parking of service and maintenance vehicles, or specialty vehicles specifically participating in events taking place on the top Plaza level of the Deck.

2. The first complete paragraph of Section 3 of the Declaration is hereby amended and restated in its entirety, as follows:
  3. Common Walls. As used herein, the term "Common Walls" shall mean any and all common walls between the (a) Deck or Plaza and (b) the Ottawa Towers office buildings. The Owners of the respective parcels abutting any Common Wall shall have the following rights and obligations with respect to said Common Wall:
4. Section 8 of the Declaration is hereby amended and restated in its entirety, as follows:
  8. Maintenance. Each Owner shall cause the parking areas, driveways and sidewalks contained within its respective portion of the Project and any landscape areas contained therein to be continuously repaired and maintained, including cleaning, lighting, painting, landscaping, removal of debris, removal of snow and ice, making of repairs to the driveways and sidewalks, and other similar maintenance, each at their own expense.
5. The Parties represent and warrant to each other that, with the exception of this Amendment, there are no prior amendments of the Declaration to their knowledge.
6. Except as specifically amended herein, all of the terms and provisions of the Declaration are hereby ratified and affirmed. To the extent of any conflict between the Declaration and this Amendment, the terms and provisions of this Amendment shall govern and control, and any conflicting terms and provisions of the Declaration shall be deemed amended to the extent necessary not to conflict with the provisions hereof.
7. Capitalized terms used herein shall have the same meaning as used in the Declaration, unless a different or contrary meaning is expressly provided in this Amendment.
8. This Amendment shall be promptly recorded in the office of the Oakland County Register of Deeds by Ottawa.

Dated: \_\_\_\_\_, 2018

CITY OF PONTIAC, a municipal  
corporation of the State of Michigan

By: \_\_\_\_\_  
Dr. Deirdre Waterman  
Its: Mayor

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF OAKLAND    )

Acknowledged before me on \_\_\_\_\_, 2018, by Dr. Deirdre Waterman, Mayor, for the  
City of Pontiac.

[SEAL]

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

NORTH BAY DRYWALL INC. PROFIT  
SHARING PLAN & TRUST, a California  
Pension and Profit Sharing Trust

By: \_\_\_\_\_  
Charles Stephens  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF OAKLAND    )

Acknowledged before me on \_\_\_\_\_, 2018, by Charles Stephens, Trustee of North Bay  
Drywall Inc. Profit Sharing Plan & Trust.

[SEAL]

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

OTTAWA TOWER II, LLC, a Michigan  
limited liability company

By: \_\_\_\_\_  
Charles Stephens

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

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF OAKLAND    )

Acknowledged before me on \_\_\_\_\_, 2018, by Charles Stephens, Manager of Ottawa  
Tower II, LLC.

[SEAL]

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded, return to:

Steven D. Sallen, Esq.  
Maddin Hauser Roth & Heller, PC  
28400 Northwestern Highway, 2<sup>nd</sup> Floor  
Southfield, Michigan 48034  
248-827-1861

## EXHIBIT 5 -PARKING AGREEMENT

---

### PARKING AGREEMENT

This Agreement is entered into effective as of ~~September~~ August \_\_\_\_, 2018 between the City of Pontiac ("City"), North Bay Drywall, Inc. Profit Sharing Plan & Trust ("North Bay") and Ottawa Tower II, LLC ("OTII"). OTII and North Bay may also be referred to as "Plaintiffs."

#### Recitals

1. North Bay and OTII are the owners and operators of two office towers (each, a "Tower" and both, "Towers") that are located adjacent to the Phoenix Center Parking Deck & Plaza ("PC") which is owned by the City.
2. The tenants, invitees and employees of North Bay and OTII utilize the PC for parking and ingress/egress to/from the PC and the Towers.
3. A dispute previously arose between the City, on the one hand, and North Bay and OTII, on the other hand, relating to the PC. The City, North Bay and OTII entered into a Settlement Agreement and Release contemporaneously with this Agreement to resolve their dispute, which resolution includes execution of this Agreement.
4. As part of the settlement, the City, North Bay and OTII entered into an Amendment to Declaration of Easements ("Easement") regarding the use of the PC and related matters as set forth in the Easement.
5. The parties have agreed to the specific terms set forth in this Agreement relating to the parking rights of North Bay and OTII, in furtherance of the Settlement Agreement and Release and the Easement.

Wherefore, the City, North Bay and OTII agree as follows:

- (A) North Bay and OTII shall be entitled to park in the PC at no charge for ten (10) years for the vehicles of all of their employees and their Tenants' employees beginning on the Effective Date of this Agreement. North Bay and OTII may renew this Agreement relating to parking for successive ten-year periods: (a) the maximum parking charge for years 11-20 shall be \$20 per car, per month, provided however that, (b) the maximum parking charge for years 21-30 shall increase to market rates, but in no event more than 100% higher than the preceding period, and (c) the maximum parking charge for any following 10 year period after year 30 shall be indexed according to the Consumer Price Index (Midwest). This

parking agreement shall be freely assignable, in whole or in part, to any purchaser(s) of either or both of the Towers and binding on the City.

- (B) The City shall install a card-reader system (or the equivalent) and issue cards to Plaintiffs for the vehicles of North Bay, OTII, their tenants and employees which cards will be at no cost to North Bay, OTII, and all of their tenants and their employees of both Towers. Parking cards shall be issued to Plaintiffs immediately upon their request, with \_\_\_\_\_ cards (note: this number should be equal to the reserved parking areas) being issued to Plaintiffs upon execution of this Agreement or as soon as such cards become required by the City. Upon leasing of the Judson Tower, the City shall immediately provide Plaintiffs with \_\_\_\_\_ cards (Note: this number should be equal to the Judson area reserved parking). If Plaintiffs or any subsequent owners of Plaintiffs' buildings require any replacement cards in excess of \_\_\_\_\_, then a charge of \$10 per replacement card shall apply.
- (C) The public and visitors shall be charged market rates for use of the Deck by the City; provided however, that the State of Michigan, as Tenant, shall be allowed to validate the parking tickets of its invitees and such invitees upon presenting the validated ticket shall not be charged for parking.
- (D) A reserved parking area is hereby established, for the duration of this Agreement, on the entire south portion of the Deck (being that portion of the Deck located to the south of Orchard Lake Road) and the entire north side (being that portion of the Deck located to the north of Orchard Lake Road) of the third floor of the Deck and to be identified as parking solely for Plaintiffs (and successors and assigns), and their tenants and employees (wording and restrictions to be determined by both Plaintiffs or any successor owner(s) of the Towers). The other parking areas of the Deck shall be available and useable by Plaintiffs, their tenants and employees on a first come, first served basis. The City acknowledges that Plaintiffs may designate within the forgoing reserved parking area certain parking spaces for executive use, provided that the City shall have no obligation to enforce such executive use spaces.
- (E) The parking cards permitting free access are not assignable or transferrable by vehicle owner to any party other than Plaintiff or Plaintiffs' tenants and their employees.
- (F) The parking card is the property of the City, and no property rights are transferred or intended to transfer to the parking card user by issuance or delivery of the parking card.
- (G) Plaintiffs agree not to resell or otherwise charge employees, visitors, or the public for the parking cards it receives under this Agreement. This provision does not apply to any provision in the lease(s) that Plaintiffs may sign with their tenants relating to any charges or rental rate(s).
- (H) This Agreement is intended to be complimentary to the Settlement Agreement and Release and Easement and, in the event of any conflict between this Agreement and those documents, those documents shall control. This Agreement may be recorded with the Oakland County Register of Deeds.

- (I) This Agreement cannot be modified without the signed written consent of the Mayor of the City and either Charles Stephens or his designee identified in writing as having his authority, or future owners of the Towers.
- (J) This Agreement may be freely assigned and transferred by Plaintiffs, in whole or in part, to any future owners of either of the Towers.

Dated: \_\_\_\_\_, 2018

CITY OF PONTIAC, a municipal  
corporation of the State of Michigan

By: \_\_\_\_\_  
Dr. Deirdre Waterman  
Its: Mayor

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF OAKLAND    )

Acknowledged before me on \_\_\_\_\_, 2018, by Dr. Deirdre Waterman, Mayor, for the City of Pontiac.

[SEAL]

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

NORTH BAY DRYWALL INC. PROFIT  
SHARING PLAN & TRUST, a California  
Pension and Profit Sharing Trust

By: \_\_\_\_\_  
Charles Stephens  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF OAKLAND    )

Acknowledged before me on \_\_\_\_\_, 2018, by Charles Stephens, Trustee of North Bay Drywall Inc. Profit Sharing Plan & Trust.

[SEAL]

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

OTTAWA TOWER II, LLC, a Michigan  
limited liability company

By: \_\_\_\_\_  
Charles Stephens  
Its: \_\_\_\_\_



STATE OF MICHIGAN     )  
                                      ) SS  
COUNTY OF OAKLAND    )

Acknowledged before me on \_\_\_\_\_, 2018, by Charles Stephens, Manager of Ottawa Tower II, LLC.

[SEAL]

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded, return to:

Steven D. Sallen, Esq.  
Maddin Hauser Roth & Heller, PC  
28400 Northwestern Highway, 2<sup>nd</sup> Floor  
Southfield, Michigan 48034  
248-827-1861

#### EXHIBIT 6 – CITY'S MAINTENANCE SCHEDULE

The City's Day-to-Day Management of the Phoenix Center includes without limitation, the following activities:

(A) Deck and Tunnel Maintenance:

- 1) Lighting and lightbulbs.
- 2) Painting of lines for parking spaces.
- 3) Sweeping and trash removal.
- 4) Snow and Ice Removal (including salting).

(B) Plaza Maintenance:

- 5) Landscaping.
- 6) Trash removal.

7) Snow and ice removal (including salting) as necessary to keep drains clear.

(C) Security. For avoidance of doubt, during the period described in Section 8.0 of the Settlement Agreement, wherein Plaintiffs shall continue their services at the Phoenix Center, Plaintiff's obligations for security shall be limited to their south section of the Deck, from 7:00 am to 7:00 pm, Monday through Fridays, excluding holidays. Any additional security services requested by the City will cost extra.

(D) Snow and ice removal on short section of Saginaw Street north of Judson street, to the south entrance of the Deck, only.

EXHIBIT 7  
QUITCLAIM DEED FOR ATRIUM CONNECTOR – JUDSON TOWER

QUITCLAIM DEED

**Grantor:** The City of Pontiac, a Michigan Municipal Corporation, with an address of 47450 Woodward Avenue, Pontiac, Michigan 48342, quitclaims to:

**Grantee:** Ottawa Tower II, LLC, a Michigan limited liability company, whose address is 715 Southpoint Boulevard, Suite B, Petaluma, California 94954, any and all of Grantor's right, title, and interest in, any of the real property and improvements located upon the following described premises situated in Pontiac, Oakland County, Michigan, to-wit:

SEE ATTACHED EXHIBIT "A" (the "Property")

For the sum of: One and 00/100 (\$1.00) Dollar.

Dated: \_\_\_\_\_, 2018

GRANTOR:

CITY OF PONTIAC,  
a Michigan Municipal Corporation

By: \_\_\_\_\_  
Deirdre Waterman

Its: Mayor

STATE OF MICHIGAN     )  
                                  )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me \_\_\_\_\_, 2018 by Deirdre Waterman, the Mayor of the City of Pontiac.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

Instrument Drafted by:  
Steven D. Sallen, Esq.  
Maddin Hauser Wartell Roth & Heller, PC  
28400 Northwestern Highway, 3<sup>rd</sup> Floor  
Southfield, MI 48034  
(248) 827-1861

When recorded, return to: Grantee  
Send subsequent tax bills to: Grantee

#### EXHIBIT A - LEGAL DESCRIPTION

All real property and improvements, including but not limited to a two-story atrium and connector area adjacent to the office tower, located upon the following parcel with a common street address of 31 East Judson Street, Pontiac, Michigan, and as legally described as:

Being all or parts of the following lots and parcels in the City of Pontiac, Oakland County, Michigan, Lot numbers 1 through 8 and 14, 15 and that part of vacated Auburn Avenue of Assessor's Plat No. 130, as recorded in Liber 54A, Page 71, Oakland County Records, more particularly described as follows: Beginning at a point located Northerly 79.00 feet along the Easterly right of way line of Saginaw Street from the Northwest corner of Lot 16 of said Assessor's Plat No. 130, said point of beginning also being a point on the North right of way line of New Judson Street; thence North 14 degrees 30 minutes 01 seconds West 144.67 feet; thence North 75 degrees 27 minutes 55 seconds East 128.00 feet; thence North 14 degrees 32 minutes 05 seconds West, 2.42 feet; thence North 75 degrees 27 minutes 55 seconds East 64.00 feet; thence South 14 degrees 32 minutes 05 seconds East 2.42 feet; thence North 75 degrees 27 minutes 55 seconds East 124.91 feet; thence South 14 degrees 32 minutes 05 seconds East 181.79 feet to a point on the Northerly right of way line of Judson Street; thence along said Judson right of way line North 85 degrees 36 minutes 10 seconds West 6.48 feet to the beginning of a curve; thence along a curve to the left 214.75 feet, said curve having a radius of 648.70 feet, delta of 18 degrees 58 minutes 04 seconds, chord bearing and distance of South 84 degrees 54 minutes 44 seconds West 213.77 feet; thence South 75 degrees 25 minutes 42 seconds West 100.00 feet to point of beginning.

Together with the right to the use of the following land in accordance with a License Agreement as granted by Pontiac City Commission meeting December 4, 1979, Resolution No. 738 to Downtown Pontiac Development Company, recorded in Liber 7788, Page 142, as more clearly described, limited and defined as; A parcel of land being part of the Saginaw Street right of way adjacent to Lots 1, 2, 3 and 4 of Assessor's Plat No. 130, as recorded in Liber 54A, Page 71, Oakland County Records, more particularly described as follows: Beginning at a point located Northerly 79.00 feet along the Easterly right of way line of Saginaw Street from the Northwest corner of Lot No. 16 of Assessor's Plat No. 130, in the Northeast 1/4 of Section 32, City of Pontiac, Oakland County, Michigan, said point of beginning also being a point on the North right of way line of New Judson Street; thence North 14 degrees 30 minutes 01 seconds West 144.67 feet; thence South 75 degrees 27 minutes 55 seconds West 15.09 feet to a point; thence South 14 degrees 32 minutes 05 seconds East 144.68 feet to a point; thence North 75 degrees 25 minutes 42 seconds East 15.00 feet to the point of beginning.

Commonly known as: 31 East Judson Street, Pontiac, Michigan  
Tax Parcel Identification No.: 14-32-227-002

**#8**

**PRESENTATION**



## MEMORANDUM

TO: Mayor Deirdre Waterman, M.D., City of Pontiac  
John Clark, Esq., Giarmarco, Mullins & Horton, P.C.

FROM: Samantha A. Kopacz

RE: Request for Documents  
City of Pontiac GERS Transition Plan

DATE: February 20, 2019

---

As discussed during our meeting on February 15, 2019, in order to complete the City of Pontiac's General Employees' Retirement System ("GERS") transition plan, Miller Canfield needs to review several documents, which include:

### **GERS Plan Documentation**

- Current Version of GERS (Ord. 92) (a copy was provided by Ms. Munson on 1-7-19; please confirm that this version is current and complete)
- Version of GERS that was approved by the IRS in its 1/30/14 Favorable Determination Letter ("2014 FDL")
  - Appears to have included the 2009 amended and restated document along with the following amendments:
    - Amendment executed on 5-3-11 / 1-30-12 (as referenced in the 2014 FDL)
    - Amendment dated 3-6-12 / 11-16-12 (as referenced in the 2014 FDL)
    - Amendment dated 12-22-11 / 4-25-12 (as referenced in the 2014 FDL)
    - Subject to the adoption of the proposed amendments dated 5-24-13 / 11-8-13 (as referenced in the 2014 FDL)
    - Amendment adopted on 4-16-13 (as referenced in the 2014 FDL)
- Ordinances adopted related to GERS since the 1/30/14 Favorable Determination Letter
  - Ord. No. 2300
  - Ord. No. 2327
  - Ord. No. 2329, 7-23-15
  - Ord. No. 2337, §1, 7-21-16
  - Ord. No. 2346, §1(a), 8-1-17
  - Ord. No. 2349, §1, 12-21-17
  - Ord. No. 2356, §1, 8-9-18
  - Any other ordinances
  - [Comment: please confirm that these ordinances are already incorporated into the current version of GERS provided on 1-7-19. We would still like a copy of each

of these ordinances so that we can determine exactly what changes to the GERS were made since the 2014 FDL.]

- City resolutions adopting the GERS-related ordinances
- Collective bargaining agreements addressing GERS benefits

#### **Retiree Health Plan Documentation**

- Any documentation setting forth the terms of the retiree health plan (outside of the settlement agreement)
- Current version of the Pontiac Police and Fire Retiree Pre-Funding Group Health Insurance Trust and associated retiree health plan document (“Police and Fire Trust”)
- Version of Police and Fire Trust approved most recently by the IRS
- Ordinances / amendments adopted to the Police and Fire Trust since its last IRS approval
- City resolutions related to the retiree health plan and Police and Fire Trust
- Collective bargaining agreements related to the Police and Fire Trust
- Exhibits to the settlement agreement

#### **Actuary / Investment Documentation**

- Most recent investment policy statement for GERS (we have the 11/29/17 version)
- Most recent actuarial valuation report from GRS related to the GERS (we have 12/31/16 version)
- Most recent financial report for the GERS (we have the 12/31/17 version)
- Most recent actuarial valuation report for the Police and Fire Trust
- Most recent investment policy statement for Police and Fire Trust
- Most recent financial report for Police and Fire Trust
- Most recent actuarial valuation report related to the new retiree health plan (if any)

#### **IRS Documentation**

- ~~1/30/14 Favorable Determination Letter (we already have a copy of this)~~
- Most recent IRS approval documentation for the Police and Fire Trust

#### **City Protocol**

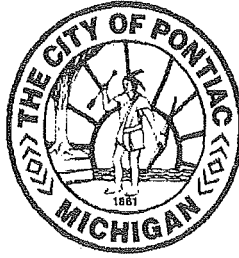
- Summary of what governance steps must be taken by the City in order to effectuate the GERS transition plan. This will include terminating the GERS, adopting a new defined benefit plan, adopting a new retiree health plan and trust, and merging the Police and Fire Trust into the new retiree health plan and trust.

#### **Other Documentation**

- City’s current Code section 125 cafeteria plan document (and corresponding summary plan description), including any amendments since its last restatement, if any.
- City’s current defined contribution plan

To date, we have determined that the aforementioned documents need to be reviewed in order to effectuate the GERS transition plan. Please provide us with copies of these documents as soon as possible.

33030986.3\071371-00075



**DR. DEIRDRE WATERMAN**  
**MAYOR**  
**CITY OF PONTIAC**

Deborah Munson, Executive Director  
Pontiac GERS  
2201 Auburn Road, Suite B  
Auburn Hills, MI 48326

August 7, 2019

**RE: Request for GERS Supplemental Actuarial Analysis**

Dear Ms. Munson:

As you are aware, the City has retained Samantha A. Kopacz of the Miller Canfield law firm to assist in preparing documents related to the settlement of the litigation with the City of Pontiac Retired Employees Association ("CPREA"). In that regard, Ms. Kopacz is requesting a supplemental actuarial analysis with the following assumptions:

- 3.5% investment returns/funding assumption
- Utilize the Pub-2010 Public Retirement Plans Mortality Tables published by the Society of Actuaries

While the suggested assumption updates are not required by the Internal Revenue Code or other applicable law, Miller Canfield believes that the updates will aid the City and its retirees in evaluating the extent of the GERS overfunding. As part of the updated actuarial analysis, please determine whether the rates of separation from active membership are still accurate. If not, please provide information as to how the accurate rates of separation impact the funding bottom line.

Please be advised that December 31, 2018 can be used as the date of the requested calculations. Additionally, please run the analysis under two assumptions: (1) the \$400/month stipend ceases December 31, 2020; and (2) the \$400/month stipend continues indefinitely.

Your cooperation in obtaining this study is greatly appreciated.

Sincerely,

Dr. Deirdre Waterman  
Mayor

cc: GERS Board of Trustees  
John Clark, Giarmarco, Mullins & Horton, P.C.  
Samantha Kopacz, Miller Canfield  
Hughes Newsome, Interim Finance Director

47450 Woodward Avenue • Pontiac, Michigan 48342  
Direct: (248) 758-3181 • Appointments: (248) 758-3326 • Fax: (248) 758-3292  
E-mail: [DWaterman@pontiac.mi.us](mailto:DWaterman@pontiac.mi.us) • [www.pontiac.mi.us](http://www.pontiac.mi.us)  
<https://www.facebook.com/pontiacmayor/>



**#10**

**ORDINANCE**

PONTIAC GENERAL EMPLOYEES' RETIREMENT SYSTEM  
OFFICIAL MEMORANDUM

TO: Pontiac City Council

CC: Mayor Deirdre Waterman  
GERS Board of Trustees

FROM: Deborah Munson, Executive Director

DATE: August 6, 2019

RE: **GERS Proposed Ordinance Update RE: Actuarial Equivalence**

EXECUTIVE SUMMARY:

In 2013, the Retirement System submitted its periodic application to the IRS for a favourable Letter of Determination. The IRS issued a favourable Letter contingent on adoption of several amendments (Exhibit A) to the Retirement System Ordinance which the City Council adopted in May 2014.

One of those required amendments was an update to the Retirement System Ordinance's definition of 'Actuarial Equivalent' such that the definition now includes the specific interest rate and mortality table which are used to determine the present value of the various forms of benefit payments.

Ordinance Sec. 92-2 Definitions:

*Actuarial equivalent* means the equivalence in the present value of various forms of payment. Present value will be determined by the retirement system's actuary based upon the mortality tables and interest rates established from time to time by the Board. For purposes of determining the actuarial equivalence of benefits, the actuary for the Retirement System shall use 6.50% interest rate and the 1971 Group Annuity Mortality Table - Male - Set Forward 0 Years for retirees and the 1971 Group Annuity Mortality Table - Female - Set Forward 0 years for beneficiaries. The unisex mix shall be 0.0% Male and 100.0% Female. (2014 Amendment Language Added)

The Retirement System Ordinance Sec. 92-10 provides that "The Board shall adopt such mortality and other tables of experience as are necessary in the operation of the retirement system on an actuarial basis."

The Board periodically reviews the tables and rates used for actuarial purposes and - in 2017 - adopted an updated mortality table and interest rate. Specifically, present value is now determined using a 7% interest rate and the RP-2014 Healthy Annuitant Mortality Table.

An ordinance has not been adopted by the City Council so that the Retirement System Ordinance's Definition of Actuarial Equivalent reflects the current interest rate and mortality table used to determine present value.

## REQUESTED ACTION:

Request that the City Council adopt the attached proposed ordinance to revise the Sec. 92-2 definition of Actuarial Equivalent to reflect the current interest rate and mortality table used to determine present value.

## BACKGROUND:

The IRS issued the Retirement System a favorable Letter of Determination in 2014; however, it was contingent on the City Council adopting several amendments to the Retirement System Ordinance. The City Council adopted those amendments at their May 1, 2014 meeting (Ex. B). It was discovered this year that the amendments had not yet been codified.

The Board periodically reviews the tables and rates used for actuarial purposes. The Board relies on the advice of its' investment consultant and actuary to determine those tables and rates and the System's auditor annually reviews these assumptions for reasonableness.

The Retirement System's Advisor and Review Policy requires that the Board annually select one of its eight major services providers for review. In 2016, the actuary was selected, an RFP was issued and Gabriel, Roeder, Smith & Company was hired as the System's actuary. As part of the transition to the new actuary, the Board directed that an actuarial audit be conducted and the results of that audit were presented to the Board on February 22, 2017. Pursuant to the responsibilities delegated to it by the Ordinance, the Board - at the March 29, 2017 meeting - adopted the actuary's recommendation to use an investment (interest) rate of return of 7% and the RP-2014 Healthy Annuitant Mortality Table to determine the present value of the various forms of payment.

The Retirement System Ordinance Sec. 92-25 reads, in part:

(a) Prior to the effective date of the member's retirement... a member may elect to receive his/her retirement allowance as a regular retirement allowance payable throughout his/her life; or he/she may elect to receive the *actuarial equivalent*... of his/her regular retirement allowance in a reduced retirement allowance payable throughout his/her life, and nominate a beneficiary, in accordance with the provisions of Option 1, 2, 3, 4, or 5...

The various forms of payment (Options 1 – 5) allow the member to opt to receive a reduced benefit amount in order to provide a benefit for their beneficiary. The interest/investment rate and mortality table are used in determining what (reduced) benefit amounts should be paid to the member and their beneficiary so that the present value of the total of those payments is *equivalent* to the present value of the total (unreduced) of the payments that would have been paid to just the member if he had selected the Regular benefit. In May 2017, the System's member data software – which calculates these various forms of payment - was updated to incorporate the adopted interest rate and mortality table for use in determining the present value of the various forms of payment.

The City Council has not previously been notified of the Board's adoption of the updated interest rate and mortality table. Having consulted with the System's attorney, the Board approved at their July 31, 2019 meeting to forward to the City Council the attached ordinance and recommendation for adoption.

EXAMPLE:

A sample member benefit calculation is attached (Ex. C). The interest rate and mortality table are used to determine the present value of each optional form of payment to ensure actuarial equivalence. What this means is that the present value of all of the payments that would be made if the member selects the Regular Option must be equal to the present value of all of the payments that would be made if the member selects either Option I, II, III or IV or V. The following is an oversimplified example.

A member's *Regular* (unreduced) retirement benefit is calculated as follows:

Final Average Compensation \* Years of Service \* Multiplier (determined by union)

Regular Option: Member Selects Regular (unreduced) Benefit: The benefit ends upon the death of the member:

Based on the formula above, his annual retirement benefit is \$10,000.00 (\$833.33/month). According to the mortality table, he is expected to live for 20 years so he will be paid a total of \$200,000. If the System earns a 7% rate of return, we only need to invest \$114,000 today (present value) in order to have enough assets to make all of those future payments.

OR

Option II: Member selects Joint & 100% Survivor (reduced). Upon the death of the member, the beneficiary will receive a lifetime pension equal to the amount of the member's:

The member is still expected to live 20 years but has a younger beneficiary whose life expectancy is 5 years longer. *Actuarial equivalence requires that the present value of total payments to be paid to the member and the beneficiary under Option II equal the present value of the payments that would have been paid to just the member under the Regular Option - \$114,000.* Since there are more expected payments, the payment amount must be lower (reduced): The annual retirement benefit is \$8,880 (\$740.00/month) payable to the member and the same amount to the beneficiary upon his death.

Options III, IV and V simply offer the member other reduced forms of payment which have slightly different benefits for the member and the beneficiary. The benefits payable under any and all of these options must meet the actuarial equivalence standard.

To summarize, a retirement benefit can be thought of as a lump sum amount. The member above has earned a benefit that in today's dollars (present value) is worth \$114,000. The various forms of payment merely give the member the option of receiving that benefit over his lifetime or sharing it with a beneficiary over both of their lifetimes. Actuarial equivalence ensures that whether the member shares the payments using Option I, II, III, IV or V, the present value of those payments is still \$114,000. The Board employs the services of professional advisors to ensure that the tables and rates used to determine present value are appropriate to sustain sound fiscal management of the Retirement System.

An ordinance to amend the Municipal Code of the City of Pontiac by amending Chapter 92, General Employees' Retirement System, Section 92-2 to update interest rate and mortality table used to determine actuarial equivalence.

The City of Pontiac ordains:

**Section 1. Amendments.**

The General Employee's Retirement System Ordinance Section 92-2 shall be amended so that the definition of "Actuarial Equivalent" shall read:

*Actuarial equivalent* means the equivalence in the present value of various forms of payment. Present value will be determined by the Retirement System's actuary based upon the mortality tables and interest rates established from time to time by the Board. For purposes of determining the actuarial equivalence of benefits, the actuary for the Retirement System shall use ~~6.50%~~ 7.00% interest rate and the ~~1971 Group Annuity Mortality Table - Male - Set Forward 0 Years~~ RP-2014 Healthy Annuitant Mortality Table projected to 2021 using the 2-dimensional MP-2014 improvement scale Set Forward 0 Years for retirees and ~~the 1971 Group Annuity Mortality Table - Female - Set Forward 0 years~~ and for beneficiaries. The unisex mix shall be ~~0.0%~~ 50% Male and 50% Female.

**Section 2. Severability**

If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

**Section 3. Repealer.**

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**Section 4. Publication**

The Clerk shall publish this Ordinance in a newspaper of general circulation.

**Section 5. Effective Date**

This Ordinance shall be effective ten days after date of adoption.

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

DEPARTMENT OF THE TREASURY

Date: JAN 30 2014

Employer Identification Number:

38-6005034

DEN:

17007149051023

CITY OF PONTIAC

C/O SULLIVAN, WARD, ASHER & RATTON PC Person to Contact:

RUTH CHEN

ID# 95048

CYNTHIA J BILLINGS

25800 NORTHWESTERN HWY STE 1000

Contact Telephone Number:

(626) 927-1423

SOUTH FIELD, MI 48075

Plan Name:

CITY OF PONTIAC GENERAL EMPLOYEES

RETIREMENT SYSTEM

Plan Number: 003

Dear Applicant:

We have made a favorable determination on the plan identified above based on the information you have supplied. Please keep this letter, the application forms submitted to request this letter and all correspondence with the Internal Revenue Service regarding your application for a determination letter in your permanent records. You must retain this information to preserve your reliance on this letter.

Continued qualification of the plan under its present form will depend on its effect in operation. See section 1.401-1(b)(3) of the Income Tax Regulations. We will review the status of the plan in operation periodically.

The enclosed Publication 794 explains the significance and the scope of this favorable determination letter based on the determination requests selected on your application forms. Publication 794 describes the information that must be retained to have reliance on this favorable determination letter. The publication also provides examples of the effect of a plan's operation on its qualified status and discusses the reporting requirements for qualified plans. Please read Publication 794.

This letter relates only to the status of your plan under the Internal Revenue Code. It is not a determination regarding the effect of other federal or local statutes.

~~This determination letter gives no reliance for any qualification change that becomes effective, any guidance published, or any statutes enacted, after the issuance of the Cumulative List (unless the item has been identified in the Cumulative List) for the cycle under which this application was submitted.~~

This determination letter is applicable for the amendment(s) executed on 5-3-11/1-30-12.

This determination letter is also applicable for the amendment(s) dated on 3-6-12/11-16-12.

This determination letter is also applicable for the amendment(s) dated on


Letter 2002

Exhibit A

6

CITY OF PONTIAC

12-22-11/4-25-12.

 This determination is subject to your adoption of the proposed amendments submitted in your letter dated 5-24-13/11-8-13. The proposed amendments should be adopted on or before the date prescribed by the regulations under Code section 401(b).

This letter supersedes our letter dated on or about 11-21-13.

This determination letter is based solely on your assertion that the plan is entitled to be treated as a Governmental plan under section 414(d) of the Internal Revenue Code.

This letter may not be relied on after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after the application was received. This letter expires on January 31, 2019. This letter considered the 2012 Cumulative List of Changes in Plan Qualification Requirements.

This is not a determination with respect to any language in the plan or any amendment to the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

The information on the enclosed addendum is an integral part of this determination. Please be sure to read and keep it with this letter.

We have sent a copy of this letter to your representative as indicated in the Form 2848 Power of Attorney or appointee as indicated by the Form 8821 Tax Information Authorization.

If you have questions concerning this matter, please contact the person whose name and telephone number are shown above.

Sincerely,



Andrew E. Zuckerman  
Director, EP Rulings & Agreements

Enclosures:  
Publication 794  
Addendum

Letter 2002

Exhibit A

7

PROPOSED AMENDMENT TO THE  
CITY OF PONTIAC GENERAL EMPLOYEES' RETIREMENT SYSTEM

I. Section 42.1(c)(1) is hereby amended and restated in its entirety as follows:

1. Designated beneficiary. The individual who is designated as the beneficiary under section of the plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-41, ~~Q&A-4~~, of the Treasury regulations.

II. Section 13 shall be amended by adding the following provision thereto, for compliance with the Heroes Earning Assistance and Relief Tax Act of 2008 (HEART Act):

An individual receiving a differential wage payment is treated as an employee of the employer making the payment, and further, the differential wage payment shall be treated as compensation for purposes of IRC section 415.

III. Section 42(b) shall be amended by adding the following provision thereto:

Compensation for purposes of IRC §415(c)(3) shall also include, (1) regular pay after severance from employment; (2) leave cashouts and deferred compensation including cash out of accrued sick, vacation or other leave time if the employee would have been able to use the leave if employment had continued or the payment of nonqualified deferred compensation that would have been paid to the employee at the same time if the employee had remained employed and only to the extent that the payment is includable in the employee's gross income. The compensation items listed in this paragraph must be paid by the later of two and one-half months of severance from employment or the end of the limitation year that includes the date of severance with the city.

IV. Section 2.2 shall be amended by adding the following provision thereto:

For purposes of determining the actuarial equivalence of benefits, the actuary for the Retirement System shall use 6.50% interest rate and the 1971 Group Annuity Mortality Table - Male - Set Forward 0 Years for retirees and the 1971 Group Annuity Mortality Table - Female - Set Forward 0 years for beneficiaries. The unisex mix shall be 0.0% Male and 100.0% Female



May 1, 2014

14-167        **Defer up to two weeks the report received from the City Administrator concerning the DTE streetlight master agreement. Moved by Councilperson Williams and supported by Councilperson Pietila.**

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward

No: None

**Deferred for up to two weeks.**

14-168        **Resolution for consideration of GERS Ordinance Amendment-IRS Compliance. Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.**

Whereas, on April 3, 2014, the City of Pontiac received a request from the GERS board to amend the Code of Ordinances concerning provisions required by the IRS to maintain a tax exempt status; and

Whereas, the City Clerk has distributed a copy of the proposed ordinance to each Council member and to the Mayor, filed a reasonable number of copies in the office of the City Clerk, and published a summary of the proposed ordinance in the Oakland Legal News together with a notice of the time and place for consideration by the Council;

Now, Therefore, Be It Resolved, that the Pontiac City Council adopts:

An ordinance to amend Chapter 92 of the Code of Ordinances to add language to comply with IRS requirements.

Ayes: Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward

No: Carter

**Resolution Adopted.**

14-169        **Resolution for consideration of GERS Ordinance Amendment-420 Transfer. Moved by Councilperson Williams and supported by Councilperson Holland.**

Whereas, on April 3, 2014, the City of Pontiac received a request from the GERS board to amend the Code of Ordinances concerning provisions required by the IRS to maintain a tax exempt status; and

Whereas, the City Clerk has distributed a copy of the proposed ordinance to each Council member and to the Mayor, filed a reasonable number of copies in the office of the City Clerk, and published a summary of the proposed ordinance in the Oakland Legal News together with a notice of the time and place for consideration by the Council;

Now, Therefore, Be It Resolved, that the Pontiac City Council adopts:

An ordinance to amend Chapter 92 of the Code of Ordinances to add language to authorize a Section 420 transfer.

Exhibit B

Ordinance No. xxxx

An ordinance to amend Chapter 92 of the Code of Ordinances to add language to comply with IRS requirements.

The City of Pontiac ordains:

Section 1. Amendments:

- A. The definition of "Actuarial Equivalent" in Section 92-2 of the Code of Ordinances shall be amended to read as follows:

*Actuarial equivalent* means the equivalence in the present value of various forms of payment. Present value will be determined by the retirement system's actuary based upon the mortality tables and interest rates established from time to time by the Board. For purposes of determining the actuarial equivalence of benefits, the actuary for the Retirement System shall use 6.50% interest rate and the 1971 Group Annuity Mortality Table – Male – Set Forward 0 Years for retirees and the 1971 Group Annuity Mortality Table – Female – Set Forward 0 years for beneficiaries. The unisex mix shall be 0.0% Male and 100.0% Female.

- B. Section 92-14 of the Code of Ordinances shall be amended to read as follows:

92-14 Active military service.

In the event any person, who, while employed by the City, was called to or entered any armed service of the United States, or any member who is called to or enters any armed service of the United States, and who has been or shall be on active duty in such armed service during time of war or other national emergency, and is re-employed by the City within 90 days from the date of termination of required armed service, then such armed service shall be credited as City service in the same manner as if the individual had served the City uninterrupted; provided, that the member returns to the annuity savings fund all amounts withdrawn therefrom at the time the member entered, or while in such armed service, together with regular interest thereon from the date of withdrawal to the date of repayment. In any case of doubt as to the period to be so credited any member, the Board shall have final power to determine such period. During the period of such armed service rendered to the Federal government and until the individual's re-employment by the City, the member's contributions to the annuity savings fund shall be suspended and the balance standing to the member's credit in the said fund shall be accumulated at regular interest. Notwithstanding any provision of the plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with IRC section 414(u) and regulations.

- Effective January 1, 2007, the beneficiary of a member on a leave of absence to perform military service with reemployment rights described in IRC section 414(u) where the member cannot return to employment on account of his or her death shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the plan had the member died as an active employee, in accordance with IRC section 401(a)37.

Exhibit B

## City of Pontiac Employees Retirement System Final Retirement Benefit Calculation

### Member Data:

Name: \_\_\_\_\_ Social Security No.: **XXX-XX-3579**  
 Date of Birth: **7/21/1959** Age at Effective Date: **59 Years 11 Months** Sex: **Male**

### Beneficiary Data:

Name: \_\_\_\_\_ Social Security No.: **XXX-XX-**  
 Date of Birth: **5/13/1964** Age at Effective Date: **55 Years 1 Month** Sex: **Female**

### Retirement Data:

Date of Hire: **12/12/1984** Final Average Compensation: **\$ 25,000.00**  
 Date of Termination: **6/30/2019** Credited Service: **20 Years 0 Months**  
 Date of Retirement: **7/1/2019** Eligibility Service: **20 Years 0 Months**  
 Retirement Number: **1803**  
 Benefit Group: \_\_\_\_\_ After Tax Contributions: **\$ 0.00**  
 Retirement Type: **Age & Service** Total Contributions: **\$ 35,966.78**  
 Option Elected: **Option II**

Comments:

### Computed Monthly Benefit Amounts:

Benefit Formula: **2.00% \* 20.0000 yrs. \* \$25,000.00**

	<i>Factor</i>	<i>Member</i>	<i>Potential to Benef</i>
Regular	N/A	\$833.33	N/A
Option I	0.00691	\$825.06	N/A
Option II	0.88800	\$740.00	\$740.00
Option III	0.94068	\$783.90	\$391.95
Option IV	0.87943	\$732.86	\$732.86
Option V	0.93585	\$779.87	\$389.94

*Exhibit C*

Important Note: This calculation is provided only as a point-in-time estimate and is not a guarantee of your actual benefit. This calculation may contain errors and is subject to correction even if utilized in a formal benefit determination. You may not rely on this calculation as an accurate statement of your benefit. The accuracy of this calculation is based on the underlying data and assumptions that were provided to us and utilized to generate this estimate. We reserve the right to alter this calculation at any time, including after the payment of a benefit. The Plan also reserves the right to recover any payments made to you in error. If you become aware of any errors in this calculation, please contact a plan representative.

**#11**

**ORDINANCE**

## THE CITY OF PONTIAC ORDAINS

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

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN BY ADDRESSING TEMPORARY CONSTRUCTION FENCING REGULATIONS.

Article 4 General Provisions, Chapter 1 Accessory Structures and Fences, Section 4.103 Fences or Walls of the City of Pontiac Zoning Ordinance shall be stated as follows.

E. Temporary Construction Fencing. Temporary fencing shall be installed on all residential and non-residential construction sites to ensure security, public safety and mitigate noise and/or dust in accordance with the following:

1. General Provisions

- a. Temporary Construction Fencing shall be installed at the start of any site grading, excavation or building construction, renovation or demolition and be maintained and shall be removed before a certificate of occupancy from the Building & Safety Department.
- b. All construction fencing shall be constructed in a sound and sturdy manner and shall be maintained in a good state of repair, including the replacement of defective parts, and other acts required for maintenance.
- c. Temporary Construction Fencing shall not be permanently attached to the ground or attached to any other structure or material that is itself permanently attached to the ground.
- d. All Temporary Construction Fencing to be secured with metal posts spaced eight foot on-center.
- e. Temporary Construction fencing to be erected in an the public right-of-way or drive way clear vision area shall be subject to the approval of DPW Director, City Engineer or designee.
- f. Temporary Construction fencing shall not enclose a fire hydrant.

2. Non-Residential Construction Sites

- a. Permitted Materials:
  - i. Six foot chain link fence with fabric and/or vinyl screen is permitted.
  - ii. Temporary Construction fencing shall be installed on all property lines of the construction site property/parcel with the approval of the Building Official or designee.
  - iii. Access opening(s) in the Temporary Construction fencing shall be protected by gates with Chain Link fence.
  - iv. Screening made of fabric and/or vinyl must be attached to chain link on the outside of the Temporary Construction fence.
  - v. Prohibited Materials
    1. Plywood, metal sheets, or similar materials are not permitted.

3. Residential Construction Sites

a. Permitted Materials:

- i. Four foot snow fencing is permitted.
- ii. Temporary Construction Fencing at a residential construction site shall be limited to the area of construction, renovation and/or demolition area on the site. If the area exceeds 60 percent of the total parcel/property area, Temporary Construction Fencing shall be located on all property lines of the construction site parcel/property.

iii. Prohibited Materials

1. Plywood, metal sheets, or similar materials are not permitted.

4. Temporary Construction Fencing Signs

- a. A temporary construction sign shall be installed in conformance to the Zoning Ordinance and Section 5.106 Temporary Signs. The provisions of this section shall precede over conflict subsequent sections.
- b. Emergency access signs, access and safety signs, and visitor check-in signs may be attached to the fencing only on both sides of an entrance for a distance of ten feet, or at locations required by the Building Official or designee.
- c. Location of traffic control signs attached to Temporary Construction fencing shall be subject to the approval of DPW Director, City Engineer or designee.

Article 6 Administration, Chapter 2 Site Plan Review. Section 6.208 Required Information Table 17 of the City of Pontiac Zoning Ordinance shall be stated as follows.

LANDSCAPING and SCREENING			
Landscape plan, including location, size, quantity and type of proposed shrubs, trees, ground cover (including grass) and other live plant materials, and the location, size and type of any existing plant materials that will be preserved. All landscape plans shall be signed and sealed by a registered landscape architect.	•	•	
Planting list for proposed landscape materials with quantity, caliper-size and height of material, botanical and common names, and standards of installation.	•	•	
Location, dimensions, construction materials, cross-section and slope ratio for any required or proposed berms or greenbelts.	•		
Proposed fences and walls, including typical cross-section, materials and height above the ground on both sides.	•		
Complete irrigation system design.	•		
A basic annual landscape maintenance program.	•		
Include drawing details, dimensions, proposed locations, and materials for all Temporary Construction Fencing. Temporary Construction Fencing required as determined necessary by the Planning & Zoning Administrator.	•	•	•

**#12**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

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

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of  
John V. Balint, City Engineer

**DATE:** September 5, 2019

**RE: Easement to DTE at 68 Oakland Avenue**

DTE Energy has requested that the City grant an easement on a parcel owned by the City located at 68 Oakland Avenue in the North end of the Downtown. The request from DTE is for the installation of a vault as part of their electoral revitalization in the Downtown. As part of this program, DTE is installing new equipment in all of their downtown facilities as well as installing some new. The property located at 98 Oakland is a vacant parcel the City has owned since prior to 1994.

The Engineering Division has reviewed and approved the attached documents prepared by WRC and does not see any concern with the granting of this easement. In addition, these easement documents have been reviewed and approved by the City's consulting engineer and by the City's attorney.

It is the recommendation of the Department of Public Works, Engineering Division that the attached easement be signed by the City.

WHEREAS, The City of Pontiac has reviewed the documents provided by DTE, and;

WHEREAS, The Department of Public Works, Engineering Division finds that there are no concerns with the City granting the requested easement, and;

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council authorized the Mayor or Deputy Mayor —  
to sign the subject easement.

JVB

attachments





## Residential Property Profile

### 68 OAKLAND AVE PONTIAC MI 48342-2043

beds / full baths / half baths / sq ft

14-29-258-004

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

#### Owner Information

Owner(s) : CITY OF PONTIAC  
Postal Address : 8 N SAGINAW ST PONTIAC MI 48342-2110

#### Location Information

Site Address : 68 OAKLAND AVE PONTIAC MI 48342-2043  
PIN : 14-29-258-004 Neighborhood Code : CME  
Municipality : City of Pontiac  
School District : 210 PONTIAC CITY SCHOOLS  
Class Code : 402 RES VAC (Includes prior SV-Suburban Vac & ME-Miscellaneous Exempt)

#### Property Description

T3N, R10E, SEC 29 ASSESSOR'S PLAT NO. 29 LOT 39

No Sales Since 1994

#### Tax Information

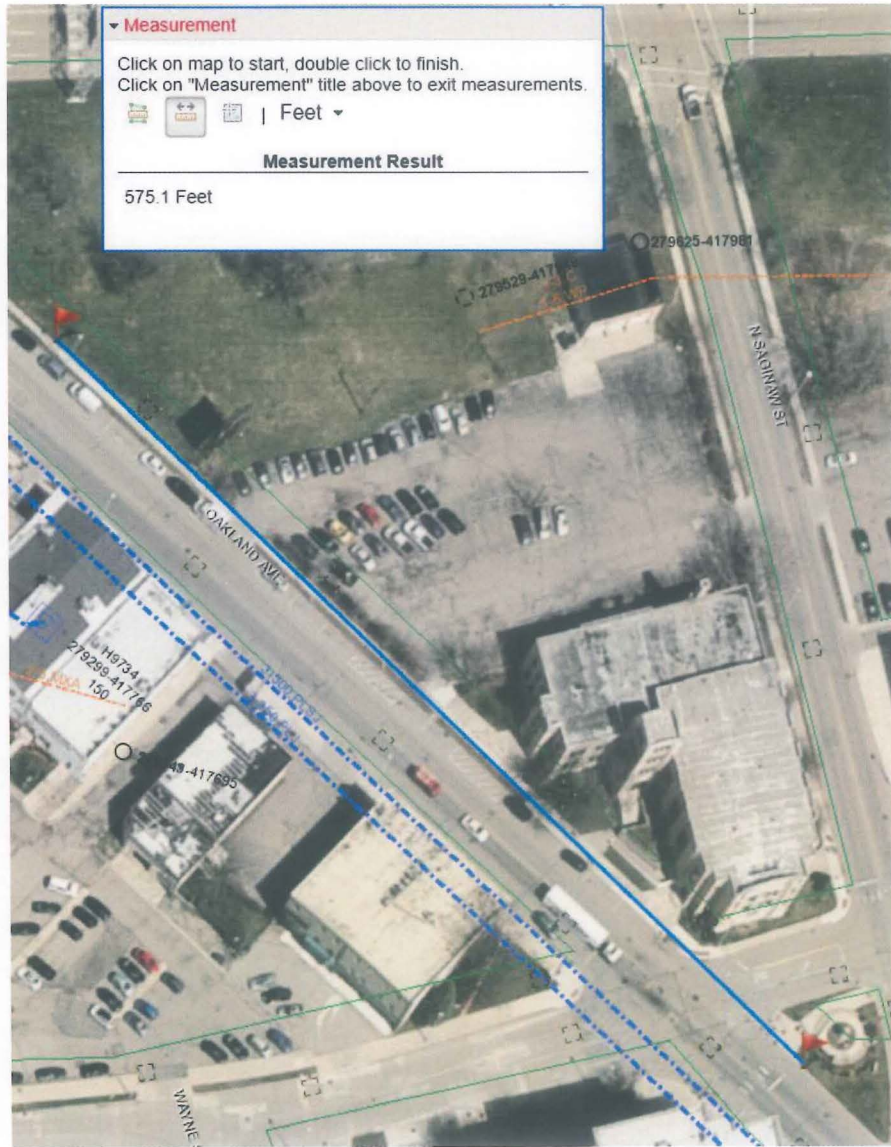
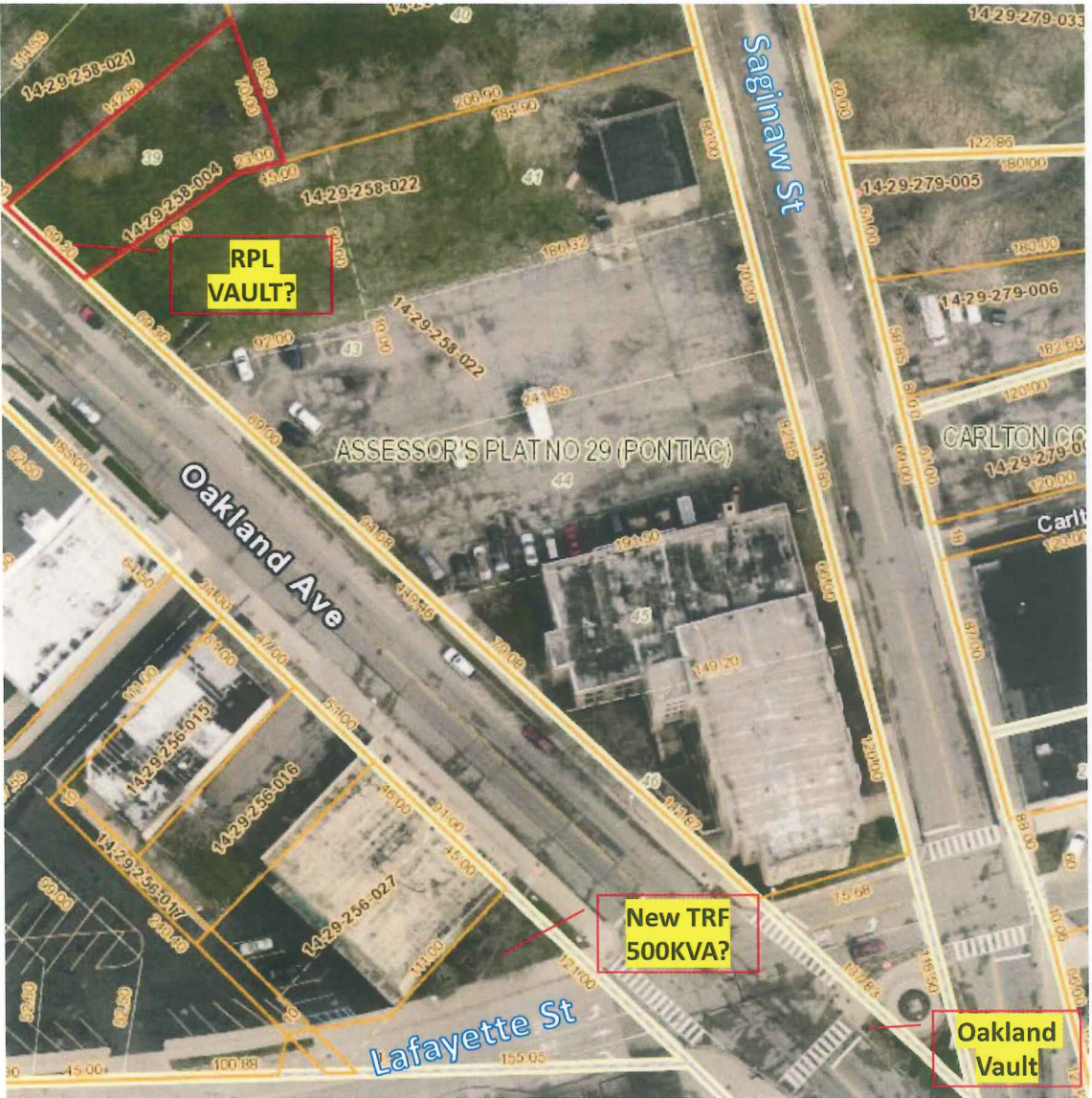
Taxable Value	:	State Equalized Value	:
Current Assessed Value	:	Capped Value	:
Effective Date For Taxes	:	12/01/2018	
		Principal Residence	: N/A
		Exemption Type	
Summer Principal Residence Exemption Percent	:	0%	
		Winter Principal Residence Exemption Percent	: 0%
2017 Taxes		2018 Taxes	
Summer	:	\$0.00	
Winter	:	\$0.00	
Village	:		

#### Lot Information

Description : LEVEL Area : 0.177 ACRES













14-29-258-004

Proposed  
25' x 15' x 15'  
below grade









2018

Google

Image courtesy: Aug 2018 © 2019 Google United States

**DTE Electric Company Underground Easement (Right of Way) No. 48516064-48516093**

On \_\_\_\_\_, 2019, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive underground easement ("Right of Way") in, on, and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is: PONTIAC DOWNTOWN DEVELOPMENT AUTHORITY, WHOSE ADDRESS IS 8 N. SAGINAW ST,  
PONTIAC, MI 48342

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza Drive, Detroit, Michigan 48226

"Grantor's Land" is in NE 1/4, SEC 29, T3N, R10E, CITY OF PONTIAC, County of OAKLAND, and State of Michigan, and is described as follows:

**T3N, R10E, SEC 29 ASSESSOR'S PLAT NO. 29 LOT 39**

Tax Identification Number(s): 14-29-258-004

More commonly known as: 68 OAKLAND AVE, PONTIAC, MI 48342

The "Right of Way Area" is a fifteen (15') foot wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's Land in the approximate location described as follows:

THE LEGAL DESCRIPTION OR EASEMENT DRAWING IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Tax Identification Number(s): 14-29-258-004

More commonly known as: 68 OAKLAND AVE, PONTIAC, MI 48342

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain underground utility line facilities, which may consist of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
2. **Access:** Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right of Way Area over and across Grantor's Land.
3. **Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.
4. **Excavation:** Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.
5. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow or fall in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. No landscaping, trees, plant life, structures, improvements or fences may be planted, grown or installed within 8 feet of the front door, or within 2 feet of the other sides, of transformers or switching cabinet

enclosures, and Grantee shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in such areas.

6. **Restoration:** If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements located within the Right of Way Area, including, but not limited to, parking islands, gutters, fences or landscaping such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee) that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

7. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

8. **Exemptions:** This Right of Way is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

9. **Governing Law:** This Right of Way shall be governed by the laws of the State of Michigan.

**Grantor(s):** Pontiac Downtown Development Authority

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

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

Title \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, 2019,  
by \_\_\_\_\_, Its: \_\_\_\_\_ for Pontiac Downtown Development Authority.

Notary's

Stamp \_\_\_\_\_

Acting in \_\_\_\_\_ County, Michigan

Notary's

Signature \_\_\_\_\_

**Drafted by and when recorded, return to:** Cassandra Dansby, DTE Electric Company, NW Planning & Design, 37849 Interchange Dr., Farmington Hills, MI 48335

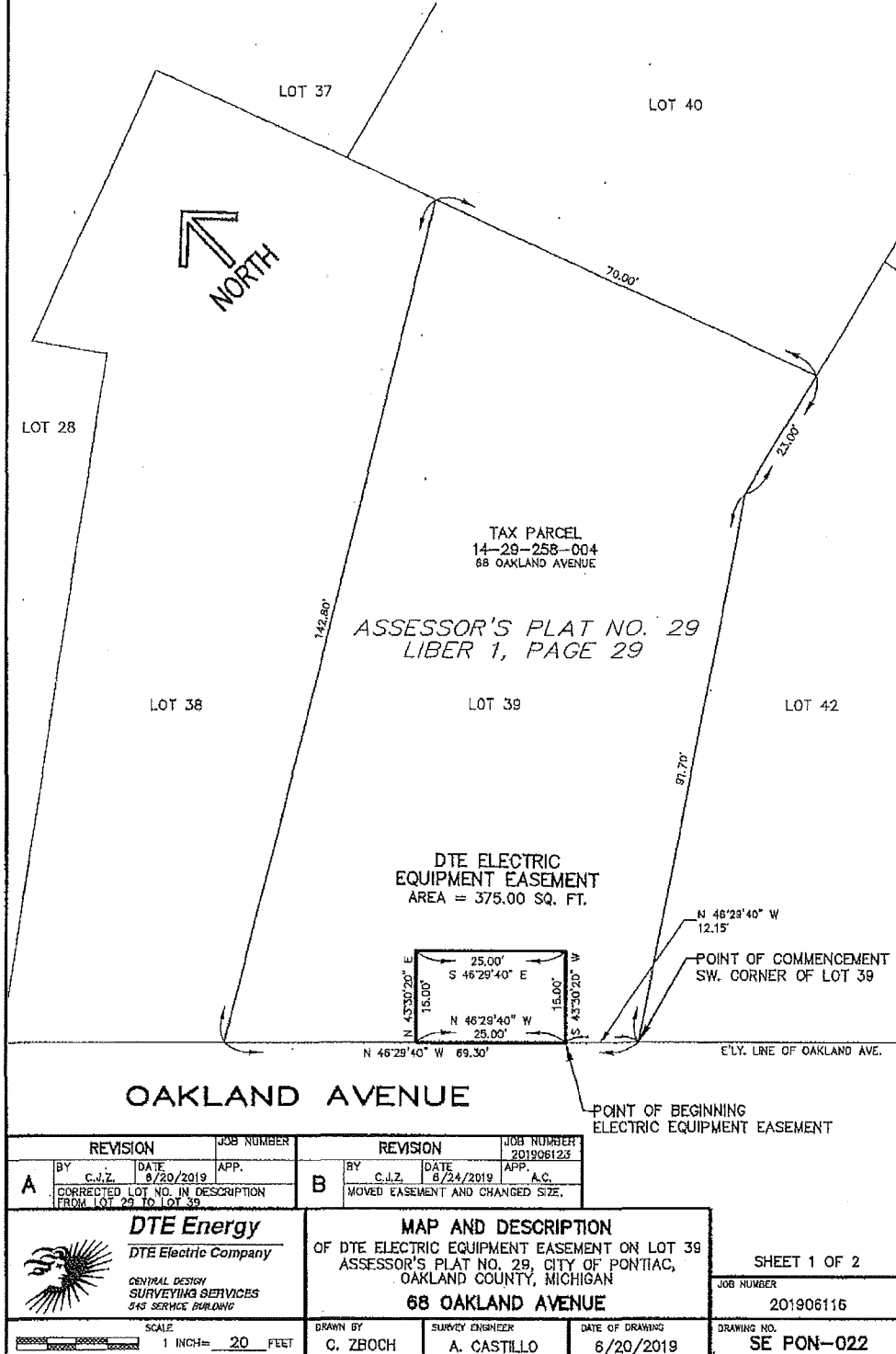


# Exhibit A

## NOTES:

BEARING STRUCTURE IS BASED ON ASSESSOR'S PLAT NO. 29, LIBER 1, PAGE 29, OAKLAND COUNTY RECORDS.

THE PROPERTY LINE INDICATED HEREON ARE FOR REFERENCE ONLY.  
NO BOUNDARY SURVEY WORK HAS BEEN PERFORMED ON THIS SITE AT THIS DATE.




**PARCEL DESCRIPTION (TAX ID: 14-29-258-004)**

Lot 39, ASSESSOR'S PLAT NO. 29, of Parts of the N.E. and S.E. 1/4 of Section 29, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, as recorded in Liber 1 of Assessors Plats, Page 29, Oakland County Records.

**DTE ELECTRIC EQUIPMENT EASEMENT**

An Electric Equipment Easement on part of Lot 39, ASSESSOR'S PLAT NO. 29, of Parts of the N.E. and S.E. 1/4 of Section 29, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, as recorded in Liber 1 of Assessors Plats, Page 29, Oakland County Records, being described as:  
Commencing at the Southwest corner of said Lot 39, thence North 46°29'40" West, 12.15 feet along the Easterly line of Oakland Avenue to the POINT OF BEGINNING; thence continuing along said Easterly line of Oakland Avenue North 46°29'40" West, 25.00 feet; thence North 43°30'20" East, 15.00 feet; thence South 46°29'40" East, 25.00 feet; thence South 43°30'20" West, 15.00 feet to the Point of Beginning. Containing 375.00 square feet of land, more or less.

REVISION			JOB NUMBER		
A	BY	DATE	B	BY	DATE
	C.J.Z.	6/20/2019		C.J.Z.	6/24/2019
CORRECTED LOT NO. IN DESCRIPTION FROM LOT 29 TO LOT 39			MOVED EASEMENT AND CHANGED SIZE		
 <b>DTE Energy</b> CENTRAL DESIGN SURVEYING SERVICES 345 SERVICE BUILDING			<b>MAP AND DESCRIPTION</b> OF DTE ELECTRIC EQUIPMENT EASEMENT ON LOT 39 ASSESSOR'S PLAT NO. 29, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN <b>68 OAKLAND AVENUE</b>		
SCALE 1 INCH = N.A. FEET			SHEET 2 OF 2		
DRAWN BY C. ZBOCH			JOB NUMBER 201906116		
SURVEY ENGINEER A. CASTILLO			DRAWING NO. SE PON-022		
DATE OF DRAWING 6/20/2019					

**#13**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable City Council President Kermit Williams, and City Council Members

**FROM:** Mayor Deirdre Waterman thru the Office of Jane Bais DiSessa, Deputy Mayor

**DATE:** August 29, 2019

**RE:** **Resolution to authorize the Mayor to negotiate the terms of a purchase agreement for the acquisition of the property located on 235 Wesson Street and conduct due diligence for the benefit of the City, at a cost not to exceed \$45,000.**

The following resolution is recommended for your consideration:

Whereas, on or about July 22, 2019 the City of Pontiac was presented with a Real Estate Purchase and Sale Agreement (the "Purchase Agreement") by PLTC I Realty Investment, LLC, a Michigan limited liability company, for the sale by seller and the purchase by the City of multiple parcels of land consisting of: (i) an 8 acre parcel located at 235 Wessen Street upon which the Wessen Tennis Club currently operates ("Parcel A"); (ii) 2 vacant lots at the corner of Wessen and Branch Streets ("Parcel B"); and (iii) 2 vacant lots located at the corner of Houston and Branch Streets ("Parcels C and D") for a recited sale price of \$2,550,000.

Whereas, the City Council's Real Estate Subcommittee referred the Purchase Agreement to the Mayor's Office for further review.

Whereas, council for the Seller has provided the City Attorney with copies of certain items of due diligence which will not be comprehensively reviewed or vetted without the approval of Council.

Whereas, the Mayor's Office cannot, without the approval of Council: (i) determine if the purchase price proposed by the seller is appropriate; (ii) negotiate terms and conditions to the Purchase Agreement so that it may be resubmitted to Council for its consideration and execution if so approved; and (iii) undertake all necessary due diligence inspections and investigations as any purchaser of commercial property would undertake to determine the suitability of the property for the City's contemplated use, which investigations include, without limitation: title and survey review, environmental review and appraisal.

NOW, THEREFORE, IT IS RESOLVED: the Mayor is authorized to negotiate the terms of a purchase agreement for the acquisition of the above-described property for Council's review and consideration and to conduct or obtain, for the benefit of the City, the following items of due diligence:

- A physical inspection of all improvements located upon the property;

- Receipt and review of a title insurance commitment (obtained at the Seller's cost and expense) to ascertain whether the seller has good and marketable title to the property;
- Obtain: (i) a Phase I Environmental Site Assessment and Report; (ii) Phase II Environmental Site Assessment and Report; and because the property has been environmentally impacted; (iii) a Baseline Environmental Site Assessment which would be submitted to the Michigan Department of Environmental Quality of the City proceeded with the purchase of the property;
- A survey of the property being acquired; and
- An appraisal of the property to determine whether the proposed purchase price tendered by the seller is appropriate.

With all related legal fees (associated with the negotiation of the purchase agreement and review of all items of due diligence) and due diligence costs not to exceed \$45,000.00 and to be completed within 60 days of the date of this Resolution.

JBD

**#14**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

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

**FROM:** Hughey Newsome, Interim Finance Director

**Thru:** Office of Deputy Mayor, Jane Bais-DiSessa

**DATE:** 9/5/2019

**RE:** **Resolution to Approve Budget Amendment to transfer amount necessary to fund improvements to Pontiac City Parks – move money from City Council budget to Parks**

The FY 2010-2020 budget as adopted by City Council on June 28, 2019, includes an approved General Fund allocation of \$100,000 for Neighborhood Projects within the Parks Grounds Maintenance department. As such, effective July 1, 2019, these funds were set available to perform specific projects to improve the city's parks.

The Director of the Department of Public Works (DPW) has determined that, due to lack of security in the city parks, the amount of money needed to provide certain amenities (e.g. barbecue pits, picnic tables, restrooms) is well above the \$100,000 allocation.

Recently, the Mayor's Office was made aware that certain members of the City Council were concerned with the lack of equipment at city parks in general. Of course, it would not be prudent to purchase and install equipment that is not secure, given that there is risk of theft and vandalism.

Per direction of the Mayor, the Finance Department has identified certain City Council departmental appropriations that would help fund equipment installation and security. In an effort to match what has already been appropriated, it is being proposed with this budget amendment that the City Council provide an additional \$100,000 to the already appropriated \$100,000. The source of these funds would be the following appropriations:

101-101-808.101	District Projects	\$ 98,000
101-101-804.000	<u>Legal Services</u>	\$ 2,000
<b>Total</b>		<b><u>\$100,000</u></b>

**Memo - Budget Amendments**  
**November 28, 2018**  
**Page 2 of 2.**

As such, with an effective date of proposed effective date of September 10, 2019, the following resolution is recommended:

*Whereas, the City of Pontiac timely approved the FY 2019-2020 budget on June 29, 2019; and*

*Whereas, the adopted FY 2019-2020 General Fund budget includes an approved Parks Ground Maintenance Neighborhoods Projects appropriation of \$100,000 for employee wage increases; and*

*Whereas, the adopted FY 2019-2020 General Fund budget also includes an approved appropriation for City Council District Projects of \$98,000; and*

*Whereas, the adopted FY 2019-2020 General Fund budget also includes an approved appropriation for City Council Legal Services of greater than \$2,000 (actually \$30,000); and*

*Whereas, the account number associated with Parks Ground Maintenance Neighborhoods Projects is 101-818-808.000, the account number associated with City Council District Projects is 101-101-808.101 and the account number associated with City Council Legal Services is 101-101-804.000; and*

*Whereas, the Mayor is proposing to the City Council to decrease the appropriation for 101-101-808.101 by \$98,000 and to decrease the appropriation for 101-101-804.000 by \$2,000 and to increase the appropriation for 101-818-808.000 by \$100,000 for the current fiscal year of 2019-2020.*

*Now therefore, be it resolved that the City Council of the City of Pontiac approves the aforementioned budget amendment for the fiscal year 2018-2019 as requested by the Mayor.*





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable Council President and City Council Members  
**FROM:** Jane Bais DiSessa, Office of the Deputy Mayor  
**Cc:** Mayor Deirdre Waterman, Hughey Newsome, Interim Finance Director, and John Balint, DPW Director  
**DATE:** 9/5/2019  
**RE:** **Budget Amendment for Pontiac City Parks.**

Pursuant to the following facts, that:

- a total of 32 parks are located throughout the City of Pontiac;
- there are no Staff dedicated full-time for park maintenance; and
- no budgetary funds were allocated in the FY 2019/20 Adopted Budget for park capital improvements.

As you all know, the City's park maintenance has been done through worked provided by numerous Volunteer groups, and through the Mayor's Neighborhood Empowerment Program (NEP). The following are a few examples of park improvements made through NEP:

- Friends of Pontic Park/ Argyle Park: Installation of a playscape, bench and table at a total cost of \$16,072.00;
- Friends of Pontiac Park/ Beaudette Park: Upgrade the park by adding three tire swing sets and a climbing structure at a total cost of \$32,111.00;
- Project Pontiac/Mattie McKinney Hatchett Park: Upgrade the Park by removal of the current play structures and installation of a new play structure at a total cost of \$28,055.00;
- We Care Neighborhood Association/Oakland Park: Restoration of the basketball court at a total cost of \$23,000; and
- We Care Neighborhood Association/Charlie Harrison Park: Restoration of the basketball court at a total cost of \$13,990.00.

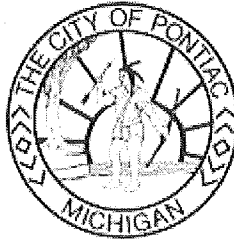
The Mayor respectfully challenges the City Council to match her NEP efforts by approving the recommended \$100,000.00 budget amendment. If approved, these funds may be used for both park maintenance and the acquisition of needed park equipment. Thank you for your consideration. Let me know if any questions arise.

JBD

**#15**

**Report**

## Pontiac City Council Resolution



19-38            **Resolution for Mayor to provide Monthly Check register to City Council.**  
Move by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, Revenue and Expenditure reports are provided to the finance subcommittee monthly;  
and,

Whereas, it is in the best interest of the Pontiac City Council body as a whole, to have an  
opportunity to address any issues or concerns that may arise as it relates to expenditures; and,  
Now, therefore, Be It Resolved, that the Mayor will provide the monthly check register for the  
prior month, to the City Clerk, to be included in the Pontiac City Council Agenda, the first  
meeting of each month, commencing with the March 5, 2019 Agenda.

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

No: None

**Resolution Passed.**

I, Garland S. Doyle, Interim City Clerk of the City of Pontiac, hereby certify that the above  
Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of  
Pontiac on February 5, 2019.

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User: JPETERS

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CHECK REGISTER FOR CITY OF PONTIAC  
CHECK DATE FROM 06/22/2019 - 06/28/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
06/24/2019	12165	10002889	50th District Court	1364453SD F	200.00	Open
06/24/2019	12166	10002889	50th District Court	1906740M F	100.00	Open
06/24/2019	12167	10002889	50th District Court	190284SD COST	25.00	Open
06/24/2019	12168	BOND	BRIAN LAMAR-COOPER GHEE	181467710M R	495.00	Open
06/24/2019	12169	BOND	JASON HAROLD BAUER	190284SD R	225.00	Open
06/24/2019	12170	BOND	MARY BLAIR	191470920N R	50.00	Open
06/24/2019	12171	BOND	STEPHEN EDWARD ASHLEY	170S29820A R	25.00	Open
Total For 06/24/2019:					1,120.00	
06/26/2019	12172	10002889	50th District Court	1908030M 10%	5.00	Open
06/26/2019	12173	10002889	50th District Court	B119177X A	234.00	Open
06/26/2019	12174	10002889	50th District Court	1873757SM C	15.00	Open
06/26/2019	12175	10002889	50th District Court	1906200M A	100.00	Open
06/26/2019	12176	10002889	50th District Court	190131SM A	240.00	Open
06/26/2019	12177	BOND	CAROLE THOMAS	09B278079C R	5.00	Open
06/26/2019	12178	BOND	DEMETRI CORTEZ CLANTON	18M002634A R	20.00	Open
06/26/2019	12179	BOND	ERICA PARKS	181490690M R	1,250.00	Open
06/26/2019	12180	BOND	HOWARD TRAMMELL	190445SM R	250.00	Open
06/26/2019	12181	BOND	JUSTIN EDWARD CLARK	1908030M R	45.00	Open
06/26/2019	12182	BOND	KYRON KIERRE SPILLERS	190S17919A R	53.00	Open
06/26/2019	12183	00002208	OAKLAND COUNTY CLERK	190452FY C	500.00	Open
06/26/2019	12184	BOND	PARIS NICOLE DANDRIDGE	1873757SM R	135.00	Open
Total For 06/26/2019:					2,852.00	
06/27/2019	12185	10002889	50th District Court	170S06204A A	306.00	Open
06/27/2019	12186	10002889	50th District Court	190257SM A	250.00	Open
06/27/2019	12187	10002889	50th District Court	180S27416A A	25.00	Open
06/27/2019	12188	10002889	50th District Court	180S27416B A	25.00	Open
06/27/2019	12189	10002889	50th District Court	181484540M A	20.00	Open
06/27/2019	12190	10002889	50th District Court	181488470M A	20.00	Open
06/27/2019	12191	10002889	50th District Court	CO80692 F	100.00	Open
06/27/2019	12192	10002889	50th District Court	190S07568BC A	355.00	Open
06/27/2019	12193	10002889	50th District Court	B070276 A	235.00	Open
06/27/2019	12194	10002889	50th District Court	SO43378A 10%	5.00	Open
06/27/2019	12195	10002889	50th District Court	170S28791B A	318.00	Open
06/27/2019	12196	BOND	JEREMY MARTIN	190460SM R	500.00	Open
06/27/2019	12197	BOND	MARIA GARCIA	1873552SD R	240.00	Open
06/27/2019	12198	00002208	OAKLAND COUNTY CLERK	1873991FY C	900.00	Open
06/27/2019	12199	BOND	PATRIK IVEZAJ	18M01088 A	20.00	Open
06/27/2019	12200	BOND	SHANTAL LATRECE CHAMBERS	161427110M R	100.00	Open
06/27/2019	12201	BOND	SHEILA JOHNSON	SO43378A R	45.00	Open
Total For 06/27/2019:					3,464.00	
06/28/2019	12202	10002889	50th District Court	1772279SM A	300.00	Open
06/28/2019	12203	10002889	50th District Court	180S41367A A	220.00	Open
06/28/2019	12204	10002889	50th District Court	181482750M 10%	5.00	Open
06/28/2019	12205	10002889	50th District Court	190S01119A A	45.00	Open
06/28/2019	12206	BOND	BARRON DWAYNE BONDS	1772279SM R	75.00	Open
06/28/2019	12207	BOND	GEOFFREY S. WERBER	17168880GC R	20.00	Open
06/28/2019	12208	BOND	JEFFREY POINTER	181482750M R	45.00	Open
06/28/2019	12209	00002208	OAKLAND COUNTY CLERK	190437FD C	500.00	Open
06/28/2019	12210	00002208	OAKLAND COUNTY CLERK	190356FY C	500.00	Open
06/28/2019	12211	00002208	OAKLAND COUNTY CLERK	1873571FY C	1,000.00	Open

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CHECK REGISTER FOR CITY OF PONTIAC  
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/28/2019	12212	BOND	RONNIE JONES SR	181491830M R	250.00	Open
06/28/2019	12213	BOND	WASEEM SAMI KHUDHUR	180S08375A R	5.00	Open
06/28/2019	12214	BOND	ZEMAR ALLEN-REED LYONS JR	B235989Z R	12.21	Open

Total For 06/28/2019:

2,977.21

Total Paper Check:

10,413.21

## BOND TOTALS:

Total of 50 Checks:

10,413.21

Less 0 Void Checks:

0.00

Total of 50 Disbursements:

10,413.21

Bank CONS CONSOLIDATED

Check Type: EFT Transfer

06/24/2019	590 (E)	10004301	PNC Bank	930229351673	18.10	Open
				MIDEAL-461	270.00	Open
				76712	364.00	Open
				Conf#H49IPS	788.10	Open
				#8053499690	599.99	Open
				078915/035723	27.56	Open
				413415751549033	70.45	Open
				EE326478621US	25.50	Open
				12075 01 64902371167	20.00	Open
				3492378	199.00	Open
				26598012Credit	(178.08)	Open

2,204.62

Total For 06/24/2019:

2,204.62

06/28/2019	588 (E)	00000603	Oakland County Treasurer	2018-0630Final	88.88	Open
06/28/2019	589 (E)	10003750	WMHIP-W Michigan Health 8890	July 2019	34,987.96	Open

Total For 06/28/2019:

35,076.84

Total EFT Transfer:

37,281.46

Check Type: Paper Check

06/28/2019	524828	10004360	47 North, Inc.	May 3, 2019	500.00	Open
06/28/2019	524829	10001957	Ajax Material Corporation	235536	82.96	Open
				236861	212.10	Open
				236927	359.10	Open
				236954	225.70	Open
				235699	113.96	Open
				236836	218.40	Open
				237093	343.70	Open
				237097	156.14	Open
				237106	162.40	Open
				237173	224.70	Open

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CHECK REGISTER FOR CITY OF PONTIAC  
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				237189	292.30	Open
				237194	311.54	Open
				237387	465.50	Open
				237484	210.70	Open
					<u>3,379.20</u>	
06/28/2019	524830	00000050	AT & T	248451269506-19	373.50	Open
				248451269506-71519	373.50	Open
					<u>747.00</u>	
06/28/2019	524831	00000050	AT & T	287269014755x61719	860.24	Open
06/28/2019	524832	10002956	Beacon Forms & Labels, Inc.	115511	829.20	Open
06/28/2019	524833	00000119	Bostick Truck Center, LLC	242936	4,400.00	Open
				242619	2,000.00	Open
				242921	2,000.00	Open
					<u>8,400.00</u>	
06/28/2019	524834	10004343	Charles D. Renfrow	0620201821	450.00	Open
06/28/2019	524835	REFUND DEP	Charmika Perkins	R#81390-213050	100.00	Open
06/28/2019	524836	10004277	Christopher James Bogucki	00190503A	500.00	Open
06/28/2019	524837	00012532	City of Pontiac Police&Fire Ret.SysFY18/19 PensionContr		2,133,428.00	Open
06/28/2019	524838	00001244	Comcast Cablevision	825-9035424848-0619	172.38	Open
				825-903542484-0719	150.84	Open
					<u>323.22</u>	
06/28/2019	524839	00000206	Consumers Energy	350-96873280-0619	25.40	Open
				990-96288609-0619	173.43	Open
				70-96511412-0619	193.78	Open
				216-97012165-0619	51.69	Open
				216-97012719-0619	19.14	Open
				97012719	(19.14)	Open
					<u>444.30</u>	
06/28/2019	524840	REFUND DEP	Consumers Energy	R#96105-97298	3,795.00	Open
06/28/2019	524841	10003815	Crystal Vision Communications, LLC	CVC 109	4,000.00	Open
06/28/2019	524842	10003084	Curbco, Inc.	51287	74,560.21	Open
06/28/2019	524843	10004358	D'orsay Creative	1314	300.00	Open
06/28/2019	524844	00001310	D/A Central, Inc.	61389	2,252.63	Open
				61391	1,660.50	Open
					<u>3,913.13</u>	
06/28/2019	524845	10000127	Delta Dental of Michigan	RIS0002335951	908.64	Open
06/28/2019	524846	10004357	Dirk Kroll Music LLC	May 3, 2019	350.00	Open
06/28/2019	524847	REFUND DEP	DJ Demolition	R# 205018	1,000.00	Open
06/28/2019	524848	00010679	DLZ Michigan, Inc -Johnson&Andersor	42663	1,560.00	Open
				42654	240.00	Open
					<u>1,800.00</u>	
06/28/2019	524849	REFUND DEP	Dwayne L. Vernon	R#81357-210493	100.00	Open
06/28/2019	524850	EMP. REIMB	Dwayne Lyons	6-19to21-19	279.56	Open
06/28/2019	524851	10004359	Eric Baker	190503B	500.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/28/2019	524852	00013036	Giarmarco, Mullins & Horton, P.C.	93194-067B-6	3,885.00	Open
				93194-057B-56	1,862.50	Open
				93194-000B-94	46,078.30	Open
				93194-016B-93	23,373.20	Open
					<u>75,199.00</u>	
06/28/2019	524853	00001554	Goldner Walsh, Inc.	123432	780.00	Open
06/28/2019	524854	10000009	Great Lakes Auto Superstore LLC	July 2019	5,833.33	Open
06/28/2019	524855	10004182	Great Lakes Power & Lighting, Inc	19173	28,105.53	Open
				19255	25,855.40	Open
				19256	3,203.37	Open
				19257	3,520.93	Open
				19258	588.00	Open
				19259	1,462.71	Open
				19260	456.00	Open
				19261	680.24	Open
				19262	1,160.16	Open
				19263	621.00	Open
					<u>65,653.34</u>	
06/28/2019	524856	00001591	Guardian Alarm Company of Michigan	20284613	58.16	Open
				20284613Balance	76.08	Open
					<u>134.24</u>	
06/28/2019	524857	00001649	Home Depot/Comm. Credit	0021473	25.90	Open
				1021297	141.45	Open
					<u>167.35</u>	
06/28/2019	524858	10001885	Hubbell, Roth & Clark, Inc.	170585	327.75	Open
				170586	2,268.50	Open
				170588	6,042.64	Open
				170589	218.58	Open
				170587	35,141.98	Open
					<u>43,999.45</u>	
06/28/2019	524859	10004344	Jasmine Brewington	0617201921	150.00	Open
06/28/2019	524860	00010529	Jett Pump & Valve, LLC.	18719	380.00	Open
06/28/2019	524861	10004256	Julius Smith Lawn Service	6-11-2019	1,750.00	Open
				6-25-19	725.00	Open
					<u>2,475.00</u>	
06/28/2019	524862	REFUND DEP	Laura Brinker	R#81387-212986	100.00	Open
06/28/2019	524863	00002024	Michigan Dept. of Transportation	MDOT00279-060419	4,020.45	Open
06/28/2019	524864	00010549	Mutual of Omaha Insurance Company	958219994	6,860.83	Open
06/28/2019	524865	10004048	Nation Home Improvement	350456	600.00	Cleared
06/28/2019	524866	00002229	Oakland County Road Commission	113655	6,542.19	Open
				113768	138.90	Open
					<u>6,681.09</u>	
06/28/2019	524867	00000603	Oakland County Treasurer	14-34-153-023-619	24.68	Open
06/28/2019	524868	00002236	Oakland Press	650152 2019	342.00	Open
06/28/2019	524869	10000078	Occupational HealthCenters of MI	PC712738576	125.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/28/2019	524870	10001123	OfficeTeam-A Robert Half Company	53630777	2,389.49	Open
				53631823	971.96	Open
				53679552	3,042.51	Open
				53680182	1,008.09	Open
					<u>7,412.05</u>	
06/28/2019	524871	00012982	PCM Sales Inc	5678955-00	25,750.00	Open
				900383002	740.00	Open
				900345187	740.00	Open
					<u>27,230.00</u>	
06/28/2019	524872	00000641	Pitney Bowes Global Financial	1013083071	161.49	Open
				3308914459-0619	900.12	Open
					<u>1,061.61</u>	
06/28/2019	524873	10003903	Pontiac Public Library	2018 PPT from State	36,720.87	Open
06/28/2019	524874	REFUND DEP	Power Company Kids Club	R#210935	5,750.00	Open
06/28/2019	524875	10004007	QRS Court Reporting, LLC	90472	780.00	Open
06/28/2019	524876	REFUND DEP	Rashonda D. Byrdo	R#81342-208969	100.00	Open
06/28/2019	524877	REFUND DEP	Raven Handley	R#80798-212962	100.00	Open
06/28/2019	524878	10004362	Renee S. Voit-Porath	00063	300.00	Open
06/28/2019	524879	00001682	Ricoh USA, Inc/IKON Office Solution	5056771482	2,799.55	Open
				1081471348	41.00	Open
					<u>2,840.55</u>	
06/28/2019	524880	00010771	Rodzina Industries, Inc	156112	146.50	Open
06/28/2019	524881	REFUND DEP	S & B Plumbing	R#212965	1,150.00	Open
06/28/2019	524882	10003760	Scott's Lock & Key Shop	0602	13.00	Open
06/28/2019	524883	10004173	Seasonal Property Maintenance LLC	1532	375.00	Open
				1533	575.00	Open
				1534	604.00	Open
				01535	575.00	Open
				1536	545.00	Open
				1537	647.50	Open
				1538	370.00	Open
				1539	185.00	Open
				1540	92.50	Open
				1541	138.75	Open
				1542	185.00	Open
				1543	185.00	Open
				1544	138.75	Open
				1545	92.50	Open
				1546	92.50	Open
				1547	185.00	Open
				1548	92.50	Open
				1549	138.75	Open
				1550	185.00	Open
				1551	185.00	Open
				1552	92.50	Open
				1553	185.00	Open
				1555	277.50	Open
				1556	185.00	Open
				1557	185.00	Open
				1558	277.50	Open



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CHECK REGISTER FOR CITY OF PONTIAC  
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				1559	277.50	Open
				1560	370.00	Open
				1561	355.00	Open
				1562	575.00	Open
				1563	185.00	Open
				1564	231.25	Open
				1565	185.00	Open
				1566	277.50	Open
				1567	185.00	Open
				1568	231.25	Open
				1569	185.00	Open
				1570	185.00	Open
				1571	138.75	Open
				1572	92.50	Open
				1573	92.50	Open
				1574	277.50	Open
				1575	138.75	Open
				1576	370.00	Open
				1577	3,395.00	Open
				1578	1,884.00	Open
				1579	3,427.00	Open
				1580	300.00	Open
				1581	575.00	Open
				1582	138.75	Open
				1583	185.00	Open
				1584	185.00	Open
				1585	185.00	Open
				1586	185.00	Open
				1587	92.50	Open
				1588	249.00	Open
				1589	46.25	Open
				1590	300.00	Open
					<u>22,290.25</u>	
06/28/2019	524884	10004173	VOID			
06/28/2019	524885	10004361	Silverkey LLC	1998	200.00	V Cleared
06/28/2019	524886	00002579	Slade's Printing Company	June 18, 2019	120.00	Open
06/28/2019	524887	10003891	State of MI - Second Injury Fund	R#83700-FAP#5895	99.29	Open
06/28/2019	524888	10003890	State of MI-Silicosis, Dust Disease	R#85125-FAP#5895	16.33	Open
06/28/2019	524889	00010277	State of Michigan- MI Dept of Treas	2019-Escheatment	10,467.99	Open
06/28/2019	524890	10004268	Trinity Morton	Morton, T. 11/24/18	100.00	Open
06/28/2019	524891	10004353	Unique Expressions, LLC	3811350	786.23	Open
06/28/2019	524892	10004077	Unique Food Management. Inc.	15161	195.00	Open
06/28/2019	524893	10003813	Water Resource Commissioner	52-69413-00-0619	329.09	Open
				435-80901-11-0619	582.38	Open
				825-80806-02-0619	1,071.03	Open
				47450-81007-00-0619	1,212.63	Open
					<u>3,195.13</u>	
				Total For 06/28/2019:	<u>2,576,068.26</u>	
				Total Paper Check:	<u>2,576,068.26</u>	

CONS TOTALS:

Total of 69 Checks:  
Less 1 Void Checks:

2,613,349.72  
0.00

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Total of 68 Disbursements:					2,613,349.72	

REPORT TOTALS:

Total of 119 Checks:	2,623,762.93
Less 1 Void Checks:	0.00
Total of 118 Disbursements:	2,623,762.93

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CHECK REGISTER FOR CITY OF PONTIAC  
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
07/03/2019	12215	10002889	50th District Court	1873045SD A	200.00	Open
07/03/2019	12216	10002889	50th District Court	180S27495A A	99.00	Open
07/03/2019	12217	10002889	50th District Court	160S12368A A	110.00	Open
07/03/2019	12218	10002889	50th District Court	131337040M 10%	10.00	Open
07/03/2019	12219	10002889	50th District Court	181468350M A	100.00	Open
07/03/2019	12220	BOND	ANGELA ELENA RUIZ-RODAS	190S17426A R	64.00	Open
07/03/2019	12221	BOND	BRITTANY DAWN SANCHEZ	131337040M R	90.00	Open
07/03/2019	12222	BOND	EARNEST BROCK	190559FY R	1,000.00	Open
07/03/2019	12223	BOND	ERICKA REESE	190392SM R	100.00	Open
07/03/2019	12224	BOND	KAREN TORRES-CONTRERAS	190669SM R	3,500.00	Open
07/03/2019	12225	BOND	MICHELLE MAE SIMMONS	171440190N R	5.00	Open
07/03/2019	12226	BOND	NATHAN ANDREW PARKS	160S27981A R	6.00	Open
07/03/2019	12227	00002208	OAKLAND COUNTY CLERK	190431FY C	500.00	Open
07/03/2019	12228	00002208	OAKLAND COUNTY CLERK	190573FY C	2,750.00	Open
Total For 07/03/2019:					8,534.00	
Total Paper Check:					8,534.00	
BOND TOTALS:						
Total of 14 Checks:					8,534.00	
Less 0 Void Checks:					0.00	
Total of 14 Disbursements:					8,534.00	
Bank CONS CONSOLIDATED						
Check Type: Paper Check						
07/03/2019	524894	00000050	AT & T	8310005335294-0619	2,231.30	Open
				8310005335298-0619	679.02	Open
				8310005335298-0719	1,018.54	Open
					3,928.86	
07/03/2019	524895	00001244	Comcast Cablevision	52-0812853-0519	390.45	Open
				52-0812853-0619	354.37	Open
				52-0812853-0719	354.39	Open
					1,099.21	
07/03/2019	524896	REFUND DEP	Consumers Energy	R#212306	75.00	Open
07/03/2019	524897	REFUND DEP	Consumers Energy	R#212795	75.00	Open
07/03/2019	524898	10004156	Covenant Cemetery Services, Inc.	50860-R	1,350.00	Open
				60279-R	2,500.00	Open
				50862-R	1,350.00	Open
				60280-R	2,500.00	Open
					7,700.00	
07/03/2019	524899	10004363	Edible Education LLC	WO#1094	2,850.00	Open

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 DB: Pontiac

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
07/03/2019	524900	00000284	Elam Service Group	62519	9,143.00	Open
07/03/2019	524901	REFUND DEP	Felicia Benford	R#81362-210809	100.00	Open
07/03/2019	524902	00001591	Guardian Alarm Company of Michigan	20260149	325.00	Open
07/03/2019	524903	REFUND DEP	Joana Moses	R81406-213390	100.00	Open
07/03/2019	524904	REFUND DEP	KT Demolition	R#212721	500.00	Open
07/03/2019	524905	10004048	Nation Home Improvement	350457	3,100.00	Open
07/03/2019	524906	REFUND DEP	Ricky Stitt	R#212861	1,610.00	Open
07/03/2019	524907	00012256	Staples Business Advantage	8054637157-4832	1,100.85	Open
				8054711008-0601	573.09	Open
				8054711008-0602	101.28	Open
				8054711008-0603	25.18	Open
				8054711008-0604	151.50	Open
				8054711008-00605	166.12	Open
				8054711008-00606	83.06	Open
					2,201.08	
07/03/2019	524908	REFUND DEP	Yvone Brown Johnson	R#81374-211958	100.00	Open
Total For 07/03/2019:				32,907.15		
Total Paper Check:				32,907.15		
CONS TOTALS:						
Total of 15 Checks:					32,907.15	
Less 0 Void Checks:					0.00	
Total of 15 Disbursements:					32,907.15	
Bank COURT FIFTH THIRD-COURT OPERATING						
Check Type: Paper Check						
07/03/2019	7725	10002889	50th District Court	6/12/19 DEPOSIT	200.00	Open
07/03/2019	7726	00013053	City of Pontiac	JULY 2019	600,000.00	Open
07/03/2019	7727	10004223	Court Innovations Incorporated	1050	325.00	Open
07/03/2019	7728	10000511	DATA LEGAL	23305	120.00	Open
				23304	89.50	Open
				209.50		
07/03/2019	7729	00001353	Detroit Elevator Co.	181179	274.00	Open
07/03/2019	7730	10004110	Eric Adam Nissani	1161407SL I	92.04	Open
07/03/2019	7731	00000440	Karens Reporting	6/24/19 GROSS	150.00	Open
07/03/2019	7732	00013185	Kristel Group, Inc.	7646	3,311.25	Open
				7640	3,350.75	Open
				6,662.00		
07/03/2019	7733	00000555	M.M.L., Inc -Maria Longley	191754LT I	129.96	Open
07/03/2019	7734	10003931	MADCPO	7/1/19 Rachel	25.00	Open
07/03/2019	7735	10003461	Michigan Supreme Court Finance	JIS Jul-Aug-Sep2019	10,825.13	Open
07/03/2019	7736	00000603	Oakland County Treasurer	JUNE 2019	22,716.60	Open
				MAY 2019 BALANCE	90.00	Open
				22,806.60		

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07/03/2019	7737	10003896	PMP Investments, LLC	2130 REPLACEMENT	93.00	Open
07/03/2019	7738	00012362	STAPLES CREDIT PLAN	2292166401	293.88	Open
				2292267251	5.61	Open
				2304378321	660.51	Open
					<u>960.00</u>	
07/03/2019	7739	00000776	State Of Mich/Treasury	JUNE 2019	80,757.41	Open
07/03/2019	7740	10000944	Stella Reyes	190112SC I	70.00	Open
				190S17924A I	70.00	Open
				190710FY I	70.00	Open
					<u>210.00</u>	
				Total For 07/03/2019:	<u>723,719.64</u>	
				Total Paper Check:	<u>723,719.64</u>	

COURT TOTALS:

Total of 16 Checks:

723,719.64

Less 0 Void Checks:

0.00

Total of 16 Disbursements:

723,719.64

REPORT TOTALS:

Total of 45 Checks:

765,160.79

Less 0 Void Checks:

0.00

Total of 45 Disbursements:

765,160.79

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
07/10/2019	12229	10002889	50th District Court	1906930M A	50.00	Open
07/10/2019	12230	10002889	50th District Court	190381SM 10%	10.00	Open
07/10/2019	12231	10002889	50th District Court	1669696SD A	240.00	Open
07/10/2019	12232	10002889	50th District Court	1568228FY A	12.00	Open
07/10/2019	12233	10002889	50th District Court	1669794SM A	500.00	Open
07/10/2019	12234	10002889	50th District Court	170S29893A A	222.00	Open
07/10/2019	12235	10002889	50th District Court	C110747 A	125.00	Open
07/10/2019	12236	10002889	50th District Court	170S13642D A	300.00	Open
07/10/2019	12237	10002889	50th District Court	170S13642E A	300.00	Open
07/10/2019	12238	10002889	50th District Court	161432500M A	192.00	Open
07/10/2019	12239	10002889	50th District Court	190S19344A A	100.00	Open
07/10/2019	12240	10002889	50th District Court	190S19344B A	100.00	Open
07/10/2019	12241	10002889	50th District Court	160S05751A A	350.00	Open
07/10/2019	12242	10002889	50th District Court	160S05751B A	250.00	Open
07/10/2019	12243	10002889	50th District Court	160S02613A F	250.00	Open
07/10/2019	12244	10002889	50th District Court	160S02613B F	250.00	Open
07/10/2019	12245	10002889	50th District Court	160S02613C F	250.00	Open
07/10/2019	12246	10002889	50th District Court	190304SM F	50.00	Open
07/10/2019	12247	BOND	ANDRE JALEN WINSTON	190381SM R	90.00	Open
07/10/2019	12248	BOND	BRAELEN JOHNSON	190286SM R	100.00	Open
07/10/2019	12249	BOND	DAVID ALLEN SPITSEN	1873612SD R	200.00	Open
07/10/2019	12250	BOND	JOSE DE JESUS ZANZON-ORNELAS	170S20771A R	25.00	Open
07/10/2019	12251	BOND	LELAH MAREE SPEARS	150S26821A R	6.00	Open
07/10/2019	12252	BOND	LINDA ANN WALLACE	170S17908A R	10.00	Open
07/10/2019	12253	BOND	MILLENNIUM REAL ESTATE	191660LT E	350.00	Open
07/10/2019	12254	BOND	MYESHA BREANNA SIMPSON	1909820M R	100.00	Open
07/10/2019	12255	00002208	OAKLAND COUNTY CLERK	190315FY C	100.00	Open
07/10/2019	12256	00002208	OAKLAND COUNTY CLERK	190569FY C	500.00	Open
07/10/2019	12257	BOND	SANDY L. JOHNSON	161432500M R	58.00	Open
Total For 07/10/2019:					5,090.00	
07/11/2019	12258	10002889	50th District Court	1772318SM T	50.00	Open
07/11/2019	12259	10002889	50th District Court	1910440M A	100.00	Open
07/11/2019	12260	10002889	50th District Court	1973832FY 10%	10.00	Open
07/11/2019	12261	10002889	50th District Court	B152709Y A	69.60	Open
07/11/2019	12262	BOND	LAUREN NICOLE GLOVER	1910090M R	500.00	Open
07/11/2019	12263	BOND	MICHAEL WRIGHT	1873832FY R	90.00	Open
07/11/2019	12264	00002208	OAKLAND COUNTY CLERK	190724FY C	2,000.00	Open
07/11/2019	12265	00002208	OAKLAND COUNTY CLERK	1874116FY C	14,000.00	Open
07/11/2019	12266	00002208	OAKLAND COUNTY CLERK	1263723FY C	5,000.00	Open
07/11/2019	12267	BOND	WILLIE JAMES CROSKEY JR	B211068Y R	14.00	Open
Total For 07/11/2019:					21,833.60	
Total Paper Check:					26,923.60	
BOND TOTALS:						
Total of 39 Checks:					26,923.60	
Less 0 Void Checks:					0.00	
Total of 39 Disbursements:					26,923.60	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank CONS CONSOLIDATED						
Check Type: EFT Transfer						
07/11/2019	591(E)	00000598	Oakland County	19-05-278-030-070819	256.15	Open
				Total For 07/11/2019:	256.15	
				Total EFT Transfer:	256.15	
Check Type: Paper Check						
07/11/2019	524909	10002840	21st Century Media Newspapers, LLC	1817830	392.00	Open
				1818781	780.25	Open
					1,172.25	
07/11/2019	524910	00000008	Ace Locksmith's	6/18/19	25.00	Open
07/11/2019	524911	00000918	Acme Sewer Cleaning	6-17-19	1,350.00	Open
07/11/2019	524912	10001957	Ajax Material Corporation	235501	431.90	Open
				236472	354.90	Open
				236678	87.32	Open
				237279	272.32	Open
				237417	217.60	Open
				237599	267.88	Open
				237677	494.90	Open
					2,126.82	
07/11/2019	524913	10004305	Ameena Razia Sheikh	5-14-19 190423SM	240.00	Open
				6-20-19	320.00	Open
				5-30-19a	80.00	Open
				5-30-19 190116SM	240.00	Open
				6-11-19	280.00	Open
				6-13-19	240.00	Open
				6-20-19	240.00	Open
				6-25-19	280.00	Open
				6-27-19	240.00	Open
				7-2-19	240.00	Open
					2,400.00	
07/11/2019	524914	10004326	Amy M. Hopp	6-25-19	240.00	Open
07/11/2019	524915	00000050	AT & T	80025874118-0718	1,749.31	Open
07/11/2019	524916	10002333	Auto Value - APC Store	624131-313	13.23	Open
07/11/2019	524917	00001074	Bedrock Express	88763	569.80	Open
07/11/2019	524918	10004207	Belem Morales Law Office	6-18-19	240.00	Open
07/11/2019	524919	00000119	Bostick Truck Center, LLC	242938	3,600.00	Open
				121142	865.77	Open
					4,465.77	
07/11/2019	524920	10003919	Brittany Anne Costello	6-17-19	240.00	Open
07/11/2019	524921	10003781	Bruce E. Crossman	5-14-19 190279SM	220.00	Open
				6/10/19	240.00	Open
				6-13-19	240.00	Open

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				6-17-19	240.00	Open
				6-25-19am	240.00	Open
				7/2/19	240.00	Open
					<u>1,420.00</u>	
07/11/2019	524922	10003346	City of Auburn Hills	71000518575-0619	19,445.52	Open
07/11/2019	524923	00001244	Comcast Cablevision	52-1022718-0719	259.67	Open
07/11/2019	524924	00013029	CompOne Administrators, Inc.	172520	8,252.57	Open
07/11/2019	524925	00000206	Consumers Energy	6180-96321407-0619	28.37	Open
07/11/2019	524926	REFUND DEP	Consumers Energy	R#212306	25.00	Open
07/11/2019	524927	REFUND DEP	Cooper & Sons Plumbing	R#212735	517.50	Open
07/11/2019	524928	10004348	Cory Westmoreland	6-10-19	240.00	Open
				6-11-19	240.00	Open
				6-13-19	240.00	Open
				6-28-19	240.00	Open
					<u>960.00</u>	
07/11/2019	524929	10003084	Curbco, Inc.	51313	1,780.00	Open
07/11/2019	524930	00001353	Detroit Elevator Co.	179877	177.00	Open
				179880	177.00	Open
				180502	177.00	Open
				180973	447.75	Open
				181082	1,218.69	Open
					<u>2,197.44</u>	
07/11/2019	524931	00010679	DLZ Michigan, Inc -Johnson&Andersorl	140019	97.00	Open
				140068	1,437.50	Open
					<u>1,534.50</u>	
07/11/2019	524932	00000247	DTE Energy	60-910040233652-0619	10,469.23	Open
				910040679979-0619	69,112.35	Open
					<u>79,581.58</u>	
07/11/2019	524933	00000247	DTE Energy	52-7080527-0619	820.52	Open
				52-7080527-070119	27.35	Open
				70-4941404-0619	2,710.34	Open
				70-4941404-070319	301.15	Open
				216-7484267-0619	22.31	Open
				216-7484267-070319	2.48	Open
				435-7849547-0619	80.96	Open
				435-7849547-070319	9.00	Open
				786-2776558-063019	50.95	Open
				827-5543457-0619	96.18	Open
				827-5543457-070119	3.21	Open
				827-7082417-0619	867.71	Open
				827-7082417-070119	28.92	Open
				6180-5436464-707894	279.23	Open
				6180-5436439-0619	87.02	Open
				990-7078596-063019	735.52	Open
				990-7078596-0719	141.45	Open
					<u>6,264.30</u>	
07/11/2019	524934	10004332	Edith Blakney Law Firm, PLLC	6-8-19	60.00	Open



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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				6-10-19	240.00	Open
				6-20-19	240.00	Open
				6-21-19	240.00	Open
				6-25-19	240.00	Open
				6-27-19	240.00	Open
					<u>1,260.00</u>	
07/11/2019	524935	10004306	Erika D. Morgan Law, PLLC	5-21-19	190.00	Open
				5-23-19	180.00	Open
				6-10-19 190197SM	120.00	Open
				6-19-19	480.00	Open
				6-24-19	480.00	Open
				6-27-19	240.00	Open
				6-28-19	240.00	Open
				7-2-19	240.00	Open
					<u>2,170.00</u>	
07/11/2019	524936	10004088	Fidelity Security Life Insurance Co	163953351	194.23	Open
				163953695	378.52	Open
				163954158	148.32	Open
					<u>721.07</u>	
07/11/2019	524937	10004251	Goddard Coatings Company, Inc.	9917	7,995.00	Open
				9918	5,350.00	Open
					<u>13,345.00</u>	
07/11/2019	524938	00000436	Gracey Law Firm, PLLC	6-12-19 190036SM	200.00	Open
				6-12-19 PM	40.00	Open
					<u>240.00</u>	
07/11/2019	524939	00010313	Hastings Air-Energy Control, Inc.	178072	269.95	Open
07/11/2019	524940	10003261	Hillarie F. Boettger, PLLC	6-12-19	240.00	Open
				6-26-19	240.00	Open
					<u>480.00</u>	
07/11/2019	524941	00001649	Home Depot/Comm. Credit	5021842	441.00	Open
				5021843	5.97	Open
				4011612	292.24	Open
				8021687	103.82	Open
					<u>843.03</u>	
07/11/2019	524942	10004337	Idumesaro Law Firm, PLLC	6-11-19	240.00	Open
				6-12-19	320.00	Open
				6-13-19	200.00	Open
				6-17-19	240.00	Open
				6-18-19	240.00	Open
				6/18/19PM	40.00	Open
				6-20-19	80.00	Open
				6-24-19	240.00	Open
				6-26-19	240.00	Open
					<u>1,840.00</u>	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
07/11/2019	524943	00013088	Innovative Software Services, Inc.	2079	38,936.95	Open
07/11/2019	524944	REFUND DEP	Juan Diego Banila	R#212896	1,610.00	Open
07/11/2019	524945	10003866	K and Q Law, PC	6-11-19	240.00	Open
				6-19-19 190249SM	260.00	Open
				6-19-19 1904165SM	160.00	Open
				6-19-19 18149401OM	180.00	Open
				6-24-19	240.00	Open
				7-3-19 MK	240.00	Open
					<u>1,320.00</u>	
07/11/2019	524946	00013185	Kristel Group, Inc.	7636	3,928.25	Open
				7637	4,465.00	Open
				7638	1,393.00	Open
				7639	574.25	Open
				7642	3,928.50	Open
				7643	4,465.00	Open
				7644	1,393.00	Open
				7645	574.25	Open
					<u>20,721.25</u>	
07/11/2019	524947	REFUND DEP	Latoya Quinones	R#81380-212281	100.00	Open
07/11/2019	524948	10003741	Law Offices of Nadine R.Hatten, PLLC	6-28-19	240.00	Open
07/11/2019	524949	00012690	Law Offices of Paulette Michel, PLLI	1991	3,750.00	Open
				6-14-19	240.00	Open
				6-21-19	240.00	Open
					<u>4,230.00</u>	
07/11/2019	524950	10003930	Leslie Tire Services, Inc.	3087170	1,287.00	Open
07/11/2019	524951	00010223	Lisa C Watkins Law Office	6-11-19 190334SM	200.00	Open
				6-11-19 190524SM	160.00	Open
				6-12-19	240.00	Open
				6-13-19	240.00	Open
				6-13-19 PM	160.00	Open
				6-18-19	240.00	Open
				6-20-19	240.00	Open
				6-27-19	240.00	Open
					<u>1,720.00</u>	
07/11/2019	524952	10000123	Marilyn D.Walker	6-7-19 19-0542SM	60.00	Open
				6-12-19 1873686SM	120.00	Open
				6-14-19	240.00	Open
				6-21-19	240.00	Open
				6-26-19	240.00	Open
				7-1-19	240.00	Open
					<u>1,140.00</u>	
07/11/2019	524953	10004366	MGM Legal, PLLC	7-1-19	240.00	Open
				7-3-19	240.00	Open
					<u>480.00</u>	
07/11/2019	524954	00002045	Michigan Municipal Risk Management	M0001038-2019-20	374,750.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				R0001038-2019-20	300,000.00	Open
					674,750.00	
07/11/2019	524955	10003751	MICHIGAN NOTARY SERVICE	2019 Renewal	171.07	Open
07/11/2019	524956	10004329	Nachawati Law, PLLC	6-10-19	240.00	Open
				6-21-19	240.00	Open
				6-26-19	240.00	Open
					720.00	
07/11/2019	524957	10001088	Nelco Supply Co.	10091031	35.70	Open
07/11/2019	524958	00000598	Oakland County	19-05-278-030-070819	256.15	Open
07/11/2019	524959	10000078	Occupational HealthCenters of MI	PC712750457	125.00	Open
				712751600	250.00	Open
				712762836	250.00	Open
					625.00	
07/11/2019	524960	10001123	OfficeTeam-A Robert Half Company	53729534	1,702.70	Open
				53730582	800.04	Open
				53776079	1,487.31	Open
					3,990.05	
07/11/2019	524961	00000622	Oxford Overhead Door Sales	11189	129.00	Open
07/11/2019	524962	10003596	PM Technologies, LLC	126499	967.79	Open
07/11/2019	524963	00011236	PreCise MRM LLC	200-1021359	210.00	Open
07/11/2019	524964	00013315	Rapid Shred, LLC	126571	30.00	Open
07/11/2019	524965	10003774	Revize, LLC.	8268	3,600.00	Open
07/11/2019	524966	10003760	Scott's Lock & Key Shop	0608	29.25	Open
				0603	13.00	Open
					42.25	
07/11/2019	524967	EMP. REIMB	Sekar Bawa	#19070128474688	200.00	Open
07/11/2019	524968	10003769	Service Heating & Plumbing Corp	1906030	69.00	Open
07/11/2019	524969	00002600	Spartan Distributors	22426348	55.97	Open
07/11/2019	524970	00013050	Stacy A. Drouillard	6-6-19 190244SM	160.00	Open
				6-12-19	320.00	Open
				6-13-19 1873787SM	280.00	Open
				6-24-19 190655SM	15.00	Open
				6-18-19 190342SM	260.00	Open
				6/18/19 190557SM	195.00	Open
				6-18-19	240.00	Open
					1,470.00	
07/11/2019	524971	00000773	State of Michigan-Dept. License&Reg	2117170Serial#016892	180.00	Open
07/11/2019	524972	00002749	TruGreen-ChemLawn	101859148	821.94	Open
07/11/2019	524973	10004354	Vecmar Corporation	250727	1,320.92	Open
07/11/2019	524974	10003813	Water Resource Commissioner	70-81023-00-0619	39.89	Open
				70-81022-00-0619	798.79	Open
				10-80898-00-0619	39.89	Open
				110-81011-00-0619	926.23	Open
				216-80906-08-0619	669.70	Open
				216-80907-01-0619	111.03	Open
				216-80909-03-0619	44.83	Open
				440-80919-02-0619	120.90	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
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				990-78699-00-0619	348.74	Open
				216-80908-00-0619	95.73	Open
					<u>3,195.73</u>	
07/11/2019	524975	00002832	Waterford A Charter Township	348-5548109-0519	139.90	Open
				249-96397916-0519	236.89	Open
				348-96397916-0619	67.60	Open
				348-69848-00-0519	369.98	Open
				348-69484-00-0619	369.98	Open
					<u>1,184.35</u>	
07/11/2019	524976	REFUND DEP	Wilber Miller	R#81408-213587	100.00	Open
07/11/2019	524977	10004330	Wilkerson Law, PLLC	6-10-19	40.00	Open
				6-18-19 19050813A-CT	40.00	Open
				6-18-18	240.00	Open
				6-19-19	240.00	Open
				6-20-19	240.00	Open
				7-2-19	240.00	Open
				7-3-19	240.00	Open
					<u>1,280.00</u>	
				Total For 07/11/2019:	<u>925,217.80</u>	
				Total Paper Check:	<u>925,217.80</u>	

CONS TOTALS:

Total of 70 Checks:	925,473.95
Less 1 Void Checks:	256.15
Total of 69 Disbursements:	<u>925,217.80</u>

Bank PAYR PNC PARKING

Check Type: EFT Transfer

07/09/2019	48(E)	10003892	Pontiac Downtown Business Assoc Inc	June 2019	<u>7,500.00</u>	Open
				Total For 07/09/2019:	<u>7,500.00</u>	
				Total EFT Transfer:	<u>7,500.00</u>	

PAYR TOTALS:

Total of 1 Checks:	7,500.00
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>7,500.00</u>

REPORT TOTALS:

Total of 110 Checks:	959,897.55
Less 1 Void Checks:	256.15

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CHECK REGISTER FOR CITY OF PONTIAC  
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Total of 109 Disbursements:					959,641.40	

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CHECK REGISTER FOR CITY OF PONTIAC  
CHECK DATE FROM 07/13/2019 - 07/19/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						

Check Type: Paper Check

07/17/2019	12268	10002889	50th District Court	141353690N A	100.00	Open
07/17/2019	12269	10002889	50th District Court	121309470M A	250.00	Open
07/17/2019	12270	10002889	50th District Court	181486620T A	120.00	Open
07/17/2019	12271	10002889	50th District Court	190553SM A	150.00	Open
07/17/2019	12272	10002889	50th District Court	160S17970A A	120.00	Open
07/17/2019	12273	10002889	50th District Court	160S17970B A	120.00	Open
07/17/2019	12274	10002889	50th District Court	190S15855A A	118.00	Open
07/17/2019	12275	10002889	50th District Court	190379SM A	75.00	Open
07/17/2019	12276	10002889	50th District Court	160S06350A F	350.00	Open
07/17/2019	12277	10002889	50th District Court	B122564Y F	100.00	Open
07/17/2019	12278	BOND	ALEXIS MONIQUE NOBLE	171465730MR	100.00	Open
07/17/2019	12279	BOND	AUTO ZONE	1771622SMR	393.57	Open
07/17/2019	12280	BOND	BRANDY MONTGOMERY	1670284SM R	400.00	Open
07/17/2019	12281	BOND	CHRISTINE MARIE VALDEZ	1873138SMR	3,500.00	Open
07/17/2019	12282	BOND	CHRISTOPHER GERALD LEWIS	1873578SD R	10.00	Open
07/17/2019	12283	BOND	DIAWN JONES	1772512SM R	5.00	Open
07/17/2019	12284	BOND	DONTE JEROME COLEMAN	190S15855AR	22.00	Open
07/17/2019	12285	BOND	DTE ENERGY	1772035SDR	731.00	Open
07/17/2019	12286	BOND	ENTERPRISE RENTAL	1873707SMR	50.00	Open
07/17/2019	12287	BOND	JAMES DOUGLAS DODSON III	170S35768C R	160.00	Open
07/17/2019	12288	BOND	JASMINE MARIE HATCHER	1873821SMR	50.00	Open
07/17/2019	12289	BOND	JERRY LAWRENCE LOFTON	1872528SMR	450.00	Open
07/17/2019	12290	BOND	JOI RASHAWN AUSTIN	1872677FYR	400.00	Open
07/17/2019	12291	BOND	JUSTON MARQUIS MULLEN	190379SM R	25.00	Open
07/17/2019	12292	BOND	MARCO CHAVEZ	1873966SMR	20.00	Open
07/17/2019	12293	BOND	MONIQUE A WILLIAMS	0958087SLR	600.00	Open
07/17/2019	12294	00002208	OAKLAND COUNTY CLERK	190707FY C	1,000.00	Open
07/17/2019	12295	00002208	OAKLAND COUNTY CLERK	190836FT C	250.00	Open
07/17/2019	12296	BOND	RODGER ANTHONY NESTO	1872965SM R	12.00	Open
07/17/2019	12297	BOND	STACY DIONNE JONES	B225050XR	325.00	Open
07/17/2019	12298	BOND	State of Michigan	1669437SMR	200.00	Open
07/17/2019	12299	BOND	TARIS RENEE SMITH	1872544SMR	100.00	Open
07/17/2019	12300	BOND	TRACY KAREN COLEMAN	1771789SMR	150.00	Open
07/17/2019	12301	BOND	TURTLE CREEK APARTMENTS	190084SMR	50.00	Open
07/17/2019	12302	BOND	WILLIAM JOSEPH HERRON	1910440M R	100.00	Open

Total For 07/17/2019: 10,606.57

Total Paper Check: 10,606.57

## BOND TOTALS:

Total of 35 Checks:

Less 0 Void Checks:

Total of 35 Disbursements:

10,606.57

0.00

10,606.57

## Bank CONS CONSOLIDATED

Check Type: EFT Transfer

07/15/2019	592(E)	10004293	North Bay Drywall, Inc	July 2019	14,184.00	Open
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				June 2019 expense	2,364.73	Open
					16,548.73	
				Total For 07/15/2019:	16,548.73	
				Total EFT Transfer:	16,548.73	
Check Type: Paper Check						
07/18/2019	524978	10003826	Encore Performing Arts Center	7-18-19 Gospel Event	1,000.00	Open
07/18/2019	524979	10004335	Natasha Lockhart	Invoice	1,000.00	Open
				Total For 07/18/2019:	2,000.00	
07/19/2019	524980	00013277	Advanced Marketing Partners, Inc.	225487	2,430.00	Open
07/19/2019	524981	10001957	Ajax Material Corporation	235751	223.30	Open
				236133	341.60	Open
				236367	221.90	Open
				236425	210.70	Open
				236759	186.20	Open
				237686	276.76	Open
					1,460.46	
07/19/2019	524982	10004050	Alfred Benesch & Company	136266	12,032.70	Open
07/19/2019	524983	10003879	Amazon.com LLC	245027353	161.86	Open
07/19/2019	524984	10003765	Anderson, Eckstein & Westrick, Inc.	0122043	1,080.00	Open
07/19/2019	524985	00000050	AT & T	248857561207-19	2,214.72	Open
07/19/2019	524986	00000050	AT & T	250472140-0719	79.51	Open
07/19/2019	524987	JUROR	Bell, Keasha	Bell,K 0719	68.70	Open
07/19/2019	524988	00001103	Blue Cross Blue Shield of Michigan	60418-600-0819	55,453.25	Open
				60418-601-0819	14,475.90	Open
				60418-602-0819	45,282.42	Open
				60418-604-0819	4,648.16	Open
				60418-605-0819	10,416.42	Open
					130,276.15	
07/19/2019	524989	00001103	Blue Cross Blue Shield of Michigan	7036880-0004-0819	15,608.56	Open
				7036880-0005-0819	8,012.80	Open
				7036880-0006-0819	188,866.09	Open
				7036880-0007-0819	16,343.46	Open
				7045068-0000-0819	14,069.58	Open
				7045068-0001-0819	868.15	Open
				7045068-0002-0819	2,373.00	Open
					246,141.64	
07/19/2019	524990	EMP. REIMB	Bobo, Kristen D.	7-18-19Check	485.08	Open
07/19/2019	524991	10004261	Brian T. Jackson	935586	225.00	Open
07/19/2019	524992	10004343	Charles D. Renfrow	0713201931	150.00	Open
07/19/2019	524993	10003968	City of Rochester Hills	38352	14,644.96	Open
				38521	276.93	Open
					14,921.89	
07/19/2019	524994	00001244	Comcast Cablevision	990-1024326-070219	260.86	Open

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CHECK REGISTER FOR CITY OF PONTIAC  
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
07/19/2019	524995	JUROR	Counts, April	Counts,A 0719	91.20	Open
07/19/2019	524996	10004156	Covenant Cemetery Services, Inc.	50866-R	1,350.00	Open
				60281-R	2,500.00	Open
				50867-R	1,350.00	Open
				60282-R	2,500.00	Open
					<u>7,700.00</u>	
07/19/2019	524997	00001299	Culligan of Ann Arbor / Detroit	546287	33.99	Open
07/19/2019	524998	00001310	D/A Central, Inc.	60926	735.43	Open
				60927	800.00	Open
				60928	732.28	Open
				60931	680.00	Open
				60932	210.41	Open
				60934	1,160.50	Open
				60935	499.96	Open
				60938	4,057.41	Open
				60940	3,092.72	Open
				60941	477.77	Open
					<u>12,446.48</u>	
07/19/2019	524999	JUROR	Demeere, Danielle	Demeere,D 0719	91.20	Open
07/19/2019	525000	00010679	DLZ Michigan, Inc -Johnson&Andersor	140068	1,437.50	Open
				140019	97.00	Open
					<u>1,534.50</u>	
07/19/2019	525001	JUROR	Droppps, Minerva	Droppps,M 0719	68.70	Open
07/19/2019	525002	00000247	DTE Energy	440-2777841-063019	306.67	Open
				440-2777841-0719	98.13	Open
					<u>404.80</u>	
07/19/2019	525003	10004164	Frank Benion Jr	0713201921	150.00	Open
07/19/2019	525004	JUROR	Frantz, Kelsey	Frantz,K 0719	91.20	Open
07/19/2019	525005	JUROR	Hambly, Jason	Hambly,J 0719	68.70	Open
07/19/2019	525006	10001885	Hubbell, Roth & Clark, Inc.	0169443	4,818.02	Open
				0169444	93.75	Open
				169445	5,007.06	Open
				0169446	3,009.20	Open
				0169856	4,457.15	Open
					<u>17,385.18</u>	
07/19/2019	525007	10004339	Indeed Inc.	23146329	100.00	Open
07/19/2019	525008	00013088	Innovative Software Services, Inc.	2096	38,977.92	Open
07/19/2019	525009	00001731	Jack Golden Associates	745416	9,930.00	Open
07/19/2019	525010	10004344	Jasmine Brewington	0628201921	150.00	Open
07/19/2019	525011	10004163	John C. Bowie	071320197	150.00	Open
07/19/2019	525012	JUROR	Jordon, Erica	Jordon,E 0719	68.70	Open
07/19/2019	525013	JUROR	Kirby, Renethia	Kirby,R 0719	68.70	Open
07/19/2019	525014	00013185	Kristel Group, Inc.	7570	4,675.00	Open
				7582	4,675.00	Open
				7641	4,675.00	Open
				7647	4,675.00	Open
					<u>18,700.00</u>	



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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
07/19/2019	525015	10004210	Lance Alden Davis	071320191	75.00	Open
07/19/2019	525016	JUROR	Latimer, Eva	Latimer,E 0719	91.20	Open
07/19/2019	525017	00001592	Loomis	12446182	68.84	Open
				12446182	809.93	Open
					878.77	
07/19/2019	525018	JUROR	Martinez, Lisa	Martinez,L 0719	68.70	Open
07/19/2019	525019	JUROR	McLemore, Krystle	McLemore,K 0719	91.20	Open
07/19/2019	525020	00002044	Michigan Municipal League	19540	87.48	Open
07/19/2019	525021	00002068	Miller Canfield Paddock & Stone,PL	1442534	6,770.00	Open
07/19/2019	525022	00000551	MISS DIG System, Inc	20190233	2,831.66	Open
07/19/2019	525023	10003957	Mona Storm - Storm Reporting	June 26, 2019	380.00	Open
				May 9, 2019	440.00	Open
					820.00	
07/19/2019	525024	JUROR	Morway, Jessica	Morway,J 0719	30.40	Open
07/19/2019	525025	10004048	Nation Home Improvement	350460	1,600.00	Open
07/19/2019	525026	10001088	Nelco Supply Co.	10091221	189.30	Open
07/19/2019	525027	00002197	Nowak & Fraus, PLLC	100278	7,740.00	Open
				100281	12,465.00	Open
				100274	17,787.00	Open
				100291	12,350.00	Open
					50,342.00	
07/19/2019	525028	00000596	NTH Consultants, Ltd	618843	11,988.02	Open
07/19/2019	525029	00000603	Oakland County Treasurer	10420 30-Jun-19	58,101.85	Open
07/19/2019	525030	10000078	Occupational HealthCenters of MI	PC71277080	125.00	Open
				712706476	357.50	Open
				902963473	149.50	Open
					632.00	
07/19/2019	525031	00010232	Oscar W. Larson Company	SRVCE0000000692526	272.35	Open
				SRVCE0000000692724	250.00	Open
				SRVCE0000000692725	250.00	Open
					772.35	
07/19/2019	525032	00002317	Plante & Moran, PLLC	1705141	8,000.00	Open
07/19/2019	525033	JUROR	Powell, Patricia	Powell,P 0719	68.70	Open
07/19/2019	525034	00002381	Primo Crafts, LLC	32043	497.00	Open
07/19/2019	525035	10000667	Printing Systems, Inc.	207867	437.60	Open
07/19/2019	525036	10000814	Professional Instant Printing, Inc.	76844	550.00	Open
07/19/2019	525037	10004007	QRS Court Reporting, LLC	90489	110.00	Open
07/19/2019	525038	JUROR	Quinones, Sydney	Quinones,S. 0719	91.20	Open
07/19/2019	525039	10004175	Richard Peterson	071320195	275.00	Open
07/19/2019	525040	JUROR	Roque, Mario	Roque,M 0719	68.70	Open
07/19/2019	525041	JUROR	Rush, Denzel	Rush,D 0719	68.70	Open
07/19/2019	525042	JUROR	Schneider, Marc	Schneider, M 0719	68.70	Open
07/19/2019	525043	00002579	Slade's Printing Company	July 2 , 2019	60.00	Open
				July 10, 2019	60.00	Open
					120.00	
07/19/2019	525044	EMP. REIMB	Smith, Tajauana	7-3-19 Check	150.00	Open
07/19/2019	525045	00011704	Spencer Oil Company	1915101-012300	6,585.03	Open

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CHECK REGISTER FOR CITY OF PONTIAC  
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
07/19/2019	525046	JUROR	Spomer, Edwin	Spomer,E 0719	68.70	Open
07/19/2019	525047	00012256	Staples Business Advantage	8054787164-8822	11.18	Open
				8054787164-8823	247.96	Open
				8054860526-6943	83.87	Open
				8054860526-6944	83.06	Open
				8054860526-6945	296.72	Open
					<u>722.79</u>	
07/19/2019	525048	JUROR	Summers, Michael	Summers.M 0719	68.70	Open
07/19/2019	525049	JUROR	Thomas, Denise	Thomas,D 0719	68.70	Open
07/19/2019	525050	JUROR	Thompson, Dequan	Thompson,D 0719	61.20	Open
07/19/2019	525051	00013076	Turner Sanitation	A-47115	180.00	Open
				A-47200	90.00	Open
				A-47201	180.00	Open
				A-47203	180.00	Open
				A-47204	180.00	Open
				A-47226	90.00	Open
				A-47230	90.00	Open
				A-47315	90.00	Open
				A-47205	90.00	Open
				A-47206	180.00	Open
					<u>1,350.00</u>	
07/19/2019	525052	10003496	United Lawnscape, Inc.	225611-225686	20,964.62	Open
07/19/2019	525053	JUROR	Vining, Raymond	Vinning,R 0719	68.70	Open
07/19/2019	525054	00000851	Wade-Trim/Associates	M2015100	138,210.00	Open
07/19/2019	525055	JUROR	Wagner, Helen	Wagner,H 0719	68.70	Open
07/19/2019	525056	JUROR	Whaley, Eyvonne	Whaley,E 0719	91.20	Open
07/19/2019	525057	00002895	Young Supply Co.	20178863-00	19.20	Open
				Total For 07/19/2019:	<u>834,422.91</u>	
				Total Paper Check:	<u>836,422.91</u>	

CONS TOTALS:

Total of 81 Checks:	852,971.64
Less 0 Void Checks:	<u>0.00</u>
Total of 81 Disbursements:	<u>852,971.64</u>

Bank COURT FIFTH THIRD-COURT OPERATING

Check Type: Paper Check

07/17/2019	7741	00000968	AMERI-TIME LLC	61524	435.00	Open
07/17/2019	7742	00000050	AT & T	248322117206	184.38	Open
07/17/2019	7743	00000050	AT & T	248322117406	184.38	Open
07/17/2019	7744	10000593	Bromberg & Associates	13154	255.74	Open
07/17/2019	7745	00001244	Comcast Cablevision	070119	104.85	Open
07/17/2019	7746	10000511	DATA LEGAL	23406	997.24	Open
07/17/2019	7747	BOND	David Zanin	070919	346.62	Open
07/17/2019	7748	10000960	Iron Mountain Incorporated	BTYM904	486.00	Open
07/17/2019	7749	10003425	K&K Mechanical Contractors LLC	6481	1,740.00	Open
07/17/2019	7750	00000440	Karens Reporting	070519	150.00	Open
07/17/2019	7751	10004065	LEXISNEXIS RISK SOLUTIONS	1532762-20190630	207.62	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
07/17/2019	7752	10003909	Maria Fabiana Valy Gialdi	071519	82.44	Open
07/17/2019	7753	00002293	PENGAD, INC.	539835-01	384.78	Open
07/17/2019	7754	00002316	Pitney Bowes Inc	062119	2,041.98	Open
07/17/2019	7755	10004129	Poowanat Tasma	071119	142.20	Open
07/17/2019	7756	10004129	Poowanat Tasma	070919	142.20	Open
07/17/2019	7757	10004129	Poowanat Tasma	063019	136.40	Open
07/17/2019	7758	00002483	ROSE PEST SOLUTIONS	30829320	49.00	Open
07/17/2019	7759	00010900	SHRED-IT USA--DETROIT	8127669316	115.44	Open
07/17/2019	7760	10000944	Stella Reyes	071119	73.00	Open
07/17/2019	7761	10000944	Stella Reyes	071219	73.00	Open
07/17/2019	7762	10000944	Stella Reyes	071119	73.00	Open
07/17/2019	7763	10000944	Stella Reyes	071019	73.00	Open
07/17/2019	7764	10000944	Stella Reyes	070319	70.00	Open
07/17/2019	7765	00000827	Typewriters.com	IN84944	81.00	Open

Total For 07/17/2019: 8,629.27

Total Paper Check: 8,629.27

## COURT TOTALS:

Total of 25 Checks: 8,629.27

Less 0 Void Checks: 0.00

Total of 25 Disbursements: 8,629.27

## REPORT TOTALS:

Total of 141 Checks: 872,207.48

Less 0 Void Checks: 0.00

Total of 141 Disbursements: 872,207.48

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User: JPETERS  
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CHECK REGISTER FOR CITY OF PONTIAC  
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
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Bank BOND FIFTH THIRD BOND ACCOUNT

Check Type: Paper Check

07/31/2019	12303	BOND	SERVEO HART	191596LT E	885.00	Open
Total For 07/31/2019:					885.00	
08/02/2019	12304	10002889	50th District Court	1873830SMR	25.00	Open
08/02/2019	12305	10002889	50th District Court	130S25857B A	300.00	Open
08/02/2019	12306	10002889	50th District Court	15137574OM F	250.00	Open
08/02/2019	12307	10002889	50th District Court	120S21593A F	100.00	Open
08/02/2019	12308	10002889	50th District Court	110S22361B F	250.00	Open
08/02/2019	12309	10002889	50th District Court	180S39147A F	100.00	Open
08/02/2019	12310	10002889	50th District Court	190676ST F	500.00	Open
08/02/2019	12311	10002889	50th District Court	160S23281A F	250.00	Open
08/02/2019	12312	10002889	50th District Court	18149261OM F	100.00	Open
08/02/2019	12313	10002889	50th District Court	190687OM F	100.00	Open
08/02/2019	12314	10002889	50th District Court	1872697SD F	240.00	Open
08/02/2019	12315	10002889	50th District Court	160S19532A F	250.00	Open
08/02/2019	12316	BOND	ALEXIS MONIQUE NOBLE	17146573OMR	50.00	Open
08/02/2019	12317	BOND	CHECKSMART	190504FYR	631.06	Open
08/02/2019	12318	BOND	CLARE U. ANAGONYE	1872984SMR	90.00	Open
08/02/2019	12319	BOND	CLUB ONE OF AUBURN HILLS	1771571SMR	125.00	Open
08/02/2019	12320	BOND	CYNTHIA FRANK	1873788SMR	200.00	Open
08/02/2019	12321	BOND	DEREK MANN	1466921SMR	3.54	Open
08/02/2019	12322	BOND	DONNELL RAMON REED	190619SM R	675.00	Open
08/02/2019	12323	BOND	MISSIONARY BAPTIST CHURCH	17146427OIR	100.00	Open
08/02/2019	12324	00002208	OAKLAND COUNTY CLERK	1771909SMR	200.00	Open
08/02/2019	12325	BOND	OAKLAND COUNTY SHERIFF'S OFFICE	1771613SMR	63.00	Open
08/02/2019	12326	BOND	REGINALD FRANKLIN	190S02136AR	50.00	Open
08/02/2019	12327	BOND	STORAGE ONE	1263442SMR	90.00	Open
08/02/2019	12328	BOND	TENESHA TAYLOR	1873761FYR	25.00	Open
08/02/2019	12329	BOND	TODD ENTERPRISES LLC	1669512FYR	763.00	Open
08/02/2019	12330	BOND	UNITED STATES POSTAL SERVICE	1160165SLR	150.00	Open
Total For 08/02/2019:					5,680.60	
Total Paper Check:					6,565.60	

BOND TOTALS:

Total of 28 Checks:	6,565.60
Less 0 Void Checks:	0.00
Total of 28 Disbursements:	6,565.60

Bank CONS CONSOLIDATED

Check Type: EFT Transfer

07/29/2019	593(E)	00000603	Oakland County Treasurer	2019-0715TD	569,752.03	Open
07/29/2019	594(E)	10003903	Pontiac Public Library	2019-0715LIBRARY	36,538.89	Open
07/29/2019	595(E)	00012890	Pontiac Schools	2019-0715MESSA	18,824.28	Open
07/29/2019	596(E)	00012890	Pontiac Schools	2019-0715Operating	386,477.10	Open
07/29/2019	597(E)	00012890	Pontiac Schools	2019-0715Sinking	123,699.37	Open
Total For 07/29/2019:					1,135,291.67	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
07/30/2019	598 (E)	10003750	WMHIP-W Michigan Health 8890	August 2019	34,167.49	Open
				Total For 07/30/2019:	34,167.49	
				Total EFT Transfer:	1,169,459.16	
Check Type: Paper Check						
08/02/2019	525131	10001957	Ajax Materials Corporation	235601	586.60	Open
				235636	124.44	Open
				237411	423.50	Open
				237426	78.88	Open
				237495	405.52	Open
				237576	49.70	Open
				237938	176.40	Open
				238008	483.70	Open
				238011	212.20	Open
				238098	136.00	Open
				238099	176.40	Open
				238103	228.66	Open
				238160	247.52	Open
				238172	167.30	Open
				238264	150.50	Open
				238265	161.00	Open
				238392	300.56	Open
				238395	207.90	Open
				238833	150.50	Open
				238852	147.70	Open
					4,614.98	
08/02/2019	525132	10004372	Alicia Chatman	0727201918	125.00	Open
08/02/2019	525133	10003765	Anderson, Eckstein & Westrick, Inc.	0122425	360.00	Open
08/02/2019	525134	REFUND DEP	Andrea Brown	R#81422-215496	100.00	Open
08/02/2019	525135	10001187	Ant Doctor Pest Control	19-0606	175.00	Open
08/02/2019	525136	00000050	AT & T	831000535294-063019	687.72	Open
				8310005335294-0719	1,543.58	Open
				8310005335298-0719	1,770.94	Open
					4,002.24	
08/02/2019	525137	10002333	Auto Value - APC Store	624902-313	33.44	Open
				626188	136.19	Open
				626199-313	135.09	Open
					304.72	
08/02/2019	525138	00001074	Bedrock Express	91923	569.80	Open
08/02/2019	525139	00000119	Bostick Truck Center, LLC	121075	5,481.37	Open
08/02/2019	525140	EMP. REIMB	Carmen Ratliff	Ratliff 7-30-19	35.00	Open
08/02/2019	525141	00001244	Comcast Cablevision	52-0812853-0819	290.14	Open
08/02/2019	525142	REFUND DEP	Complete Building Restoration	R#214511	575.00	Open
08/02/2019	525143	00000206	Consumers Energy	70-96511412-0719	55.17	Open
				70-96511412-0719	99.31	Open
				216-97012165-0719	7.41	Open
				216-97012165-0719	13.34	Open
				216-97012719-0719	15.67	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				216-97012719-0719	(15.67)	Open
					175.23	
08/02/2019	525144	00001267	Contractors Connection	7133279	121.60	Open
08/02/2019	525145	10004156	Covenant Cemetery Services, Inc.	50871-R	1,350.00	Open
				60284-R	2,500.00	Open
					3,850.00	
08/02/2019	525146	10003084	Curbco, Inc.	51392	52,762.14	Open
08/02/2019	525147	REFUND DEP	Earlene Adams	R#94896	12,056.00	Open
08/02/2019	525148	00000284	Elam Service Group	071019	9,970.00	Open
08/02/2019	525149	10004088	Fidelity Security Life Insurance Co	163987712	194.23	Open
				163988514	398.53	Open
				163988642	148.32	Open
					741.08	
08/02/2019	525150	10004164	Frank Benion Jr	0713271921	350.00	Open
08/02/2019	525151	00001526	Gabriel, Roeder, Smith & Co	448385	564.00	Open
08/02/2019	525152	REFUND TAX	Garcia, Stella L	14-20-353-002-072919	11.22	Open
08/02/2019	525153	00013036	Giarmarco, Mullins & Horton, P.C.	93194-016B-94	19,454.54	Open
				93194-067B-7	1,695.00	Open
				93194-057B-57	3,037.50	Open
				93194-032B-82	1,989.50	Open
				93194-000B-95	36,040.40	Open
					62,216.94	
08/02/2019	525154	10000009	Great Lakes Auto Superstore LLC	RO# 2382	1,245.98	Open
08/02/2019	525155	00001649	Home Depot/Comm. Credit	3020050	46.91	Open
				7024453	11.36	Open
				6025607	80.83	Open
				9023484	101.85	Open
				4023775	39.94	Open
				9023440	57.60	Open
				4023776	68.52	Open
				9023452	81.84	Open
				9023457	10.96	Open
					499.81	
08/02/2019	525156	10000136	Howard E Nyhart Company Inc.	0152170	2,675.00	Open
08/02/2019	525157	10004339	Indeed Inc.	24761276	100.00	Open
08/02/2019	525158	10000960	Iron Mountain Incorporated	BTXD182	237.87	Open
				BTXD571	224.93	Open
				BTXD645	298.32	Open
				201919848	310.79	Open
					1,071.91	
08/02/2019	525159	10004163	John C. Bowie	072720197	300.00	Open
08/02/2019	525160	10004279	Johnny Borders	0727201917	125.00	Open
08/02/2019	525161	10004256	Julius Smith Lawn Service	July 26, 2019	1,400.00	Open
08/02/2019	525162	REFUND DEP	Kenyada Bowman	R#81419-215366	100.00	Open
08/02/2019	525163	10004210	Lance Alden Davis	072720191	225.00	Open
08/02/2019	525164	REFUND TAX	Lum, Jerry	14-33-154-004-072919	19.16	Open
08/02/2019	525165	00010549	Mutual of Omaha Insurance Company	000974080627	11,385.63	Open
08/02/2019	525166	10001088	Nelco Supply Co.	10091446	38.40	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
08/02/2019	525167	00002197	Nowak & Fraus, PLLC	100534	14,147.00	Open
				100537	30,911.00	Open
				100531	3,064.50	Open
					<u>48,122.50</u>	
08/02/2019	525168	00000598	Oakland County	SHF00056730T	79,397.93	Open
				SHF0005673	948,657.70	Open
					<u>1,028,055.63</u>	
08/02/2019	525169	00002221	Oakland County Executive Office	2019-0715Brownsfield	211,377.47	Open
08/02/2019	525170	00002217	Oakland County Legal News	1691265	93.80	Open
				1691266	93.80	Open
				1691267	93.80	Open
				1691268	93.80	Open
				1691269	93.80	Open
					<u>469.00</u>	
08/02/2019	525171	00002229	Oakland County Road Commission	114374	340.00	Open
08/02/2019	525172	10001123	OfficeTeam-A Robert Half Company	53793259	890.09	Open
				53916020	1,531.13	Open
				53916218	1,106.05	Open
					<u>3,527.27</u>	
08/02/2019	525173	00012982	PCM Sales Inc	5683209-00-July2019	25,750.00	Open
				900460131	752.00	Open
					<u>26,502.00</u>	
08/02/2019	525174	10001941	Perry's Party Rentals	59909-6	546.43	Open
08/02/2019	525175	REFUND TAX	Premier Title Agency LLC	13-36-276-014-072919	177.67	Open
08/02/2019	525176	00002386	Pro-Graphics, Inc.	46371	28.86	Open
				48857	204.48	Open
					<u>233.34</u>	
08/02/2019	525177	10004007	QRS Court Reporting, LLC	90497	880.00	Open
				90501	430.00	Open
					<u>1,310.00</u>	
08/02/2019	525178	10004175	Richard Peterson	072720195	500.00	Open
08/02/2019	525179	REFUND DEP	Rose Reeves	R#80789-212563	100.00	Open
08/02/2019	525180	10004173	Seasonal Property Maintenance LLC	1630	2,400.00	Open
				1631	575.00	Open
				1632	875.00	Open
				1633	249.00	Open
				1634	277.50	Open
				1635	355.00	Open
				1636	92.50	Open
				1637	975.00	Open
					<u>5,799.00</u>	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
08/02/2019	525181	10003769	Service Heating & Plumbing Corp	1906053	322.00	Open
				1906060	255.11	Open
					<u>577.11</u>	
08/02/2019	525182	00012256	Staples Business Advantage	8054935785-418739542	17.76	Open
				8054935785-418739545	222.12	Open
				8054935785-418739546	282.99	Open
				8054935785-418739547	27.34	Open
				8055015633-419299614	38.99	Open
				8055015633-419299615	42.99	Open
					<u>632.19</u>	
08/02/2019	525183	00002630	State of Michigan	2019-0715SET	762.76	Open
08/02/2019	525184	00000773	State of Michigan-Dept. License&Reg	CashierCode:100401	200.00	Open
08/02/2019	525185	EMP. REIMB	Sydney Carr	Carr 7-30-19	12.00	Open
08/02/2019	525186	10004140	Techniserve Inc.	39507-July 2019	530.00	Open
				39533-Aug 2019	530.00	Open
				39484 June 2019	530.00	Open
					<u>1,590.00</u>	
08/02/2019	525187	00002743	Tri-County / C&S Motors, Inc.	FS82086	10,618.62	Open
08/02/2019	525188	10004077	Unique Food Management. Inc.	15320	105.00	Open
08/02/2019	525189	10003496	United Lawnscape, Inc.	237132-237188	33,157.62	Open
08/02/2019	525190	00002783	University Lawn Equipment, Inc.	1559	6.09	Open
08/02/2019	525191	10003813	Water Resource Commissioner	52-69413-00-063018	139.06	Open
				52-69413-00-0719	130.37	Open
				435-80905-11-063019	164.79	Open
				435-80905-11-0719	154.50	Open
				825-80806-02-063019	585.05	Open
				825-80806-02-0719	548.49	Open
				47450-81007-00-63019	800.24	Open
				47450-81007-00-0719	750.22	Open
				20181280-04292019	180.00	Open
				10-80898-00-063019	12.23	Open
				10-80898-00-0719	29.88	Open
				70-81022-00-063019	210.46	Open
				70-81022-00-0719	514.47	Open
				70-81023-00-063019	12.23	Open
				70-81023-00-0719	29.88	Open
				110-81011-00-063019	190.53	Open
				110-81011-00-0719	465.74	Open
				216-80906-08-063019	128.50	Open
				216-80906-08-0719	314.10	Open
				216-80907-01-063019	24.44	Open
				216-80907-01-0719	59.74	Open
				216-80908-00-063019	30.17	Open
				216-80908-00-0719	73.75	Open
				216-80909-03-063019	7.46	Open
				216-80909-03-0719	18.24	Open
				110-81011-00-63019CR	(190.53)	Open
				110-81011-00-0719CR	(465.74)	Open
					<u>4,918.27</u>	
08/02/2019	525192	00002832	Waterford A Charter Township	July 3 2019	793.75	Open
08/02/2019	525193	10004368	Y.E.S., Your Emerging Space	0000039	150.00	Open
					<u>1,559,221.07</u>	

Total For 08/02/2019:

1,559,221.07



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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
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Total Paper Check:					1,559,221.07	
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CONS TOTALS:

Total of 69 Checks:	2,728,680.23
Less 1 Void Checks:	35.00
Total of 68 Disbursements:	2,728,645.23

Bank COURT FIFTH THIRD-COURT OPERATING

Check Type: Paper Check

08/01/2019	7766	00000050	AT & T	248857950107	31.43	Open
08/01/2019	7767	10004373	Barbara Jill Palulian	072519	100.00	Open
08/01/2019	7768	10000511	DATA LEGAL	23457	763.85	Open
08/01/2019	7769	10003909	Maria Fabiana Valy Gialdi	072519	102.26	Open
				072519	84.76	Open
					187.02	
08/01/2019	7770	00000603	Oakland County Treasurer	INF0002457	500.00	Open
08/01/2019	7771	10001573	Oakland Schools	GR19072515139	168.21	Open
08/01/2019	7772	10004191	Ogletree Deakins Nash Smoak & Stew	90018482	94.50	Open
08/01/2019	7773	00012982	PCM Sales Inc	900483169	888.00	Open
				900487784	780.00	Open
					1,668.00	
08/01/2019	7774	00000641	Pitney Bowes Global Financial	3309308785	400.05	Open
08/01/2019	7775	00002316	Pitney Bowes Inc	072119	4,201.56	Open
08/01/2019	7776	10001809	RACHEL HUFF	071819	10.44	Open
08/01/2019	7777	10004185	Shari Morton	111	150.00	Open
08/01/2019	7778	00012362	STAPLES CREDIT PLAN	2311564571	398.26	Open
				2315690581	14.67	Open
				2315785551	911.79	Open
				2315902081	84.98	Open
					1,409.70	
08/01/2019	7779	10000944	Stella Reyes	072619	73.00	Open
				072419	73.00	Open
				071719	73.00	Open
				073119	73.00	Open
					292.00	
				Total For 08/01/2019:	9,976.76	
08/02/2019	7780	00000603	Oakland County Treasurer	JULY 2019	9,223.30	Open
08/02/2019	7781	00000776	State Of Mich/Treasury	JULY 2019	74,744.87	Open
				Total For 08/02/2019:	83,968.17	
				Total Paper Check:	93,944.93	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
COURT TOTALS:						
Total of 16 Checks:					93,944.93	
Less 0 Void Checks:					0.00	
Total of 16 Disbursements:					93,944.93	
Bank PNCMM PNC MONEY MARKET						
Check Type: EFT Transfer						
07/29/2019	133(E)	00013053	City of Pontiac	2019-0715TD	733,182.51	Open
Total For 07/29/2019:					733,182.51	
Total EFT Transfer:					733,182.51	
PNCMM TOTALS:						
Total of 1 Checks:					733,182.51	
Less 0 Void Checks:					0.00	
Total of 1 Disbursements:					733,182.51	
REPORT TOTALS:						
Total of 114 Checks:					3,562,373.27	
Less 1 Void Checks:					35.00	
Total of 113 Disbursements:					3,562,338.27	

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DB: Pontiac

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
08/09/2019	12331	10002889	50th District Court	190S23051A A	118.00	Open
08/09/2019	12332	10002889	50th District Court	190912SM A	150.00	Open
08/09/2019	12333	10002889	50th District Court	1873895SM A	200.00	Open
08/09/2019	12334	10002889	50th District Court	1910910M A	100.00	Open
08/09/2019	12335	10002889	50th District Court	1910900M A	100.00	Open
08/09/2019	12336	10002889	50th District Court	190S15306A A	25.00	Open
08/09/2019	12337	10002889	50th District Court	19HO07521A A	180.00	Open
08/09/2019	12338	10002889	50th District Court	1909110M 10% A	110.00	Open
08/09/2019	12339	10002889	50th District Court	190S09632A A	100.00	Open
08/09/2019	12340	10002889	50th District Court	1904930T A	100.00	Open
08/09/2019	12341	10002889	50th District Court	190446SM F	200.00	Open
08/09/2019	12342	10002889	50th District Court	0761022X F	2.40	Open
08/09/2019	12343	10002889	50th District Court	09B276549A A	210.00	Open
08/09/2019	12344	10002889	50th District Court	1910110M A	100.00	Open
08/09/2019	12345	10002889	50th District Court	160S19195A A	160.00	Open
08/09/2019	12346	10002889	50th District Court	12E715020A F	250.00	Open
08/09/2019	12347	10002889	50th District Court	0702746X A	50.00	Open
08/09/2019	12348	10002889	50th District Court	190783SM A10%	500.00	Open
08/09/2019	12349	10002889	50th District Court	1872897SM 10%	50.00	Open
08/09/2019	12350	10002889	50th District Court	1873854SM A	618.00	Open
08/09/2019	12351	10002889	50th District Court	B167864X F	100.00	Open
08/09/2019	12352	10002889	50th District Court	12X492163A A	250.00	Open
08/09/2019	12353	10002889	50th District Court	130S23666A F	45.00	Open
08/09/2019	12354	10002889	50th District Court	17HO03663B F	45.00	Open
08/09/2019	12355	10002889	50th District Court	160S33482A F	100.00	Open
08/09/2019	12356	10002889	50th District Court	170S26754A F	85.00	Open
08/09/2019	12357	10002889	50th District Court	120S22772A F	250.00	Open
08/09/2019	12358	10002889	50th District Court	1568068SM A	100.00	Open
08/09/2019	12359	10002889	50th District Court	B141399Z F	93.00	Open
08/09/2019	12360	BOND	ALEASA HIGH	1873854SM R	482.00	Open
08/09/2019	12361	BOND	AMBER REYES	180S35423A R	100.00	Open
08/09/2019	12362	BOND	ASHLEY NICOLE FELDER	140S26815B R	45.00	Open
08/09/2019	12363	BOND	BARBARA BUTLER	161431690M R	100.00	Open
08/09/2019	12364	BOND	BEYDOUN GHADA	190S21158A R	30.00	Open
08/09/2019	12365	BOND	CENTENNIAL LAMONT FULLER	1262212SD R	2.13	Open
08/09/2019	12366	BOND	CHIQUITA ANN CARTER	191902GZ R	75.00	Open
08/09/2019	12367	BOND	CHRISTOPHER SCOTT ZEUNER	190S17204A R	165.00	Open
08/09/2019	12368	BOND	DANIEL JAMES HAIR	1872897SM R	450.00	Open
08/09/2019	12369	BOND	DAVID MACK	190S23049A R	4.00	Open
08/09/2019	12370	BOND	FRANCISCO H LOPEZORTIZ	180S01844A R	35.00	Open
08/09/2019	12371	BOND	GABRIELA BALBUENA	1770986SM R	100.00	Open
08/09/2019	12372	BOND	KENMONTE STANLEY	190S03054A R	350.00	Open
08/09/2019	12373	BOND	Keonna J Kirksey	120S06783A R	50.00	Open
08/09/2019	12374	BOND	KEONNA KIRKEY	130S04606A A	0.80	Open
08/09/2019	12375	BOND	KURT ERIC CHURCHILL	190340SD R	100.00	Open
08/09/2019	12376	BOND	NORTH HILL FARMS	17184576LT T	25.00	Open
08/09/2019	12377	00002208	OAKLAND COUNTY CLERK	1873063FY C	1,100.00	Open
08/09/2019	12378	00002208	OAKLAND COUNTY CLERK	190842FY C	500.00	Open
08/09/2019	12379	00002208	OAKLAND COUNTY CLERK	190636FY C	250.00	Open
08/09/2019	12380	00002208	OAKLAND COUNTY CLERK	190840FY C	250.00	Open
08/09/2019	12381	00002208	OAKLAND COUNTY CLERK	190776FY C	1,300.00	Open
08/09/2019	12382	00002208	OAKLAND COUNTY CLERK	190705FY C	250.00	Open
08/09/2019	12383	00002208	OAKLAND COUNTY CLERK	190198FY C	6,000.00	Open
08/09/2019	12384	00002208	OAKLAND COUNTY CLERK	190928FY C	250.00	Open
08/09/2019	12385	BOND	PATRICE YEVETTE MORRIS	17000074 R	45.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
08/09/2019	12386	BOND	RASHIMME OMAR BONDS	09B276549A R	90.00	Open
08/09/2019	12387	BOND	REAL DEAL MANAGEMENT	12162533LT T	25.00	Open
08/09/2019	12388	BOND	REAL DEAL MANAGEMENT PONTIAC 2	15175439LT T	800.00	Open
08/09/2019	12389	BOND	SADARRYA NEAL	17145703OM R	500.00	Open
08/09/2019	12390	BOND	TORIANO RADON KYLES	19OS15306A R	330.00	Open
08/09/2019	12391	BOND	TROY ELVIS MILLER	18OS42755A R	3.00	Open
08/09/2019	12392	BOND	WALTON DEV CO LLC	17181535LT T	188.00	Open
08/09/2019	12393	BOND	WASIF JAVAID	19OS23051A R	37.00	Open
08/09/2019	12394	BOND	ZACHARY JOHN BEACH	15138531OMR	100.00	Open

Total For 08/09/2019: 18,523.33

Total Paper Check: 18,523.33

BOND TOTALS:

Total of 64 Checks:	18,523.33
Less 0 Void Checks:	0.00
Total of 64 Disbursements:	18,523.33

Bank CONS CONSOLIDATED

Check Type: EFT Transfer

08/08/2019	599(E)	10004232	Level One Bank	July 2019 CD	2,000,000.00	Open
08/08/2019	600(E)	00000603	Oakland County Treasurer	8/8/2019	2,730,000.00	Open
Total For 08/08/2019:					4,730,000.00	
Total EFT Transfer:					4,730,000.00	

Check Type: Paper Check

08/09/2019	525194	10002840	21st Century Media Newspapers, LLC AD#1833328		6,340.00	Open
08/09/2019	525195	10004050	Alfred Benesch & Company	138178 138179	13,287.64 3,400.00	Open Open
					16,687.64	
08/09/2019	525196	10003733	Alliance Payment Solutions, Inc	317583 317434 317483	957.71 3.75 3.80	Open Open Open
					965.26	
08/09/2019	525197	10001187	Ant Doctor Pest Control	19-0730	75.00	Open
08/09/2019	525198	10002333	Auto Value - APC Store	626997 627684-313	33.09 60.69	Open Open
					93.78	
08/09/2019	525199	10004124	Azteca Systems, LLC	16759	2,200.00	Open
08/09/2019	525200	REFUND DEP	Betty Esnault	R#81394-213172	100.00	Open
08/09/2019	525201	EMP. REIMB	Carmen Ratliff	Ratliff 7-30-19 Cor	30.00	Open
08/09/2019	525202	10003346	City of Auburn Hills	71000518575-0719	19,440.28	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
08/09/2019	525203	00001244	Comcast Cablevision	52-1022718-0819	260.86	Open
08/09/2019	525204	00000206	Consumers Energy	6180-96321407-63019 6180-96321407-0719	1.76 12.79 <u>14.55</u>	Open Open
08/09/2019	525205	10004156	Covenant Cemetery Services, Inc.	50872-R 60285-R 50899-R	1,350.00 2,500.00 4,000.00 <u>7,850.00</u>	Open Open Open
08/09/2019	525206	10002298	Crane Roofing, Inc.	19-1086	215.00	Open
08/09/2019	525207	00000247	DTE Energy	60-910040233652-6301 60-910040233652-0719 910040679979-0719	1,800.25 13,051.84 73,206.27 <u>88,058.36</u>	Open Open Open
08/09/2019	525208	00000284	Elam Service Group	July 31, 2019	7,473.00	Open
08/09/2019	525209	00001649	Home Depot/Comm. Credit	4031993 9025192 3032132 4024808 4024809 3023862 6024622 7024444 6221917 7024447 6221918	45.96 4.72 32.94 107.38 57.96 66.06 197.00 341.91 78.71 50.56 (4.46) <u>978.74</u>	Open Open Open Open Open Open Open Open Open Open Open
08/09/2019	525210	10001885	Hubbell, Roth & Clark, Inc.	171262 171265 171268 171266 171264	655.50 2,121.58 1,879.58 217.32 80,932.01 <u>85,805.99</u>	Open Open Open Open Open
08/09/2019	525211	REFUND DEP	Ideal Contracting	R#211219	504.76	Open
08/09/2019	525212	REFUND DEP	James Thomas	R#81424-215583	100.00	Open
08/09/2019	525213	10004093	JTW Event Management LLC	PPW 2019-1003	3,000.00	Open
08/09/2019	525214	10003425	K&K Mechanical Contractors LLC	6451 6453	300.00 1,148.00 <u>1,448.00</u>	Open Open
08/09/2019	525215	REFUND DEP	Kayra Henry	R81418-215273	100.00	Open
08/09/2019	525216	REFUND DEP	Marcus Reece	R#81402-213374	100.00	Open
08/09/2019	525217	10004369	Metrix Food Solutions, Inc.	6-12-2019	5,645.00	Open
08/09/2019	525218	00002024	Michigan Dept. of Transportation	MDOT00279-	36,006.29	Open
08/09/2019	525219	00002068	Miller Canfield Paddock & Stone,PLC	1443753	10,140.15	Open
08/09/2019	525220	10001088	Nelco Supply Co.	10092007	134.60	Open
08/09/2019	525221	10000449	Nichols Heating & Cooling	62318	233.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
08/09/2019	525222	00002229	Oakland County Road Commission	114792	45,087.40	Open
				114907	430.01	Open
					<u>45,517.41</u>	
08/09/2019	525223	10001123	OfficeTeam-A Robert Half Company	53964359	1,425.55	Open
				53964794	639.97	Open
					<u>2,065.52</u>	
08/09/2019	525224	00002317	Plante & Moran, PLLC	1713727	24,100.00	Open
08/09/2019	525225	10000667	Printing Systems, Inc.	208202	99.51	Open
				208198	350.65	Open
					<u>450.16</u>	
08/09/2019	525226	00000716	S&S Worldwide, Inc.	IN100190964	1,480.68	Open
08/09/2019	525227	10003760	Scott's Lock & Key Shop	0644	13.00	Open
				0645	26.00	Open
					<u>39.00</u>	
08/09/2019	525228	10004173	Seasonal Property Maintenance LLC	1514	75.00	Open
				1638	1,750.00	Open
				1639	1,800.00	Open
				1640	600.00	Open
				1641	75.00	Open
				1642	231.25	Open
				1643	46.25	Open
				1644	900.00	Open
				1645	150.00	Open
				1646	675.00	Open
				1647	525.00	Open
				1648	1,200.00	Open
				1649	92.50	Open
				1650	575.00	Open
				1651	355.00	Open
				1652	575.00	Open
				1653	575.00	Open
				1654	575.00	Open
				1655	575.00	Open
				1656	249.00	Open
				1657	50.00	Open
				1658	185.00	Open
				1659	825.00	Open
				1660	875.00	Open
				1661	575.00	Open
				1662	355.00	Open
				1663	90.00	Open
				1664	249.00	Open
				1665	249.00	Open
				1666	249.00	Open
				1667	249.00	Open
				1668	249.00	Open
				1669	575.00	Open
				1670	90.00	Open
				1671	249.00	Open
				1672	90.00	Open
				1673	90.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				1674	1,662.50	Open
				1675	150.00	Open
					<u>18,705.50</u>	
08/09/2019	525229	10004173	VOID			Open
08/09/2019	525230	10003769	Service Heating & Plumbing Corp	1907007	513.79	Open
08/09/2019	525231	REFUND DEP	Silvia Bates	R81411-214026	100.00	Open
08/09/2019	525232	00012256	Staples Business Advantage	8055091860-6186	1,961.63	Open
				8055091860-6188	458.41	Open
				8055091860-6191	20.07	Open
				8055091860-6193	437.18	Open
				8055091860-6195	275.17	Open
				8055165518-6126	(148.84)	Open
				8055165518-6127	(148.84)	Open
				8055165518-6129	(42.99)	Open
					<u>2,811.79</u>	
08/09/2019	525233	00013076	Turner Sanitation	47611	90.00	Open
				47612	180.00	Open
				47614	180.00	Open
				47615	180.00	Open
				47616	90.00	Open
				47617	180.00	Open
				47642	91.39	Open
				47647	91.39	Open
				47720	91.61	Open
					<u>1,174.39</u>	
08/09/2019	525234	00000851	Wade-Trim/Associates	2015359-July 2019	138,210.00	Open
08/09/2019	525235	10003813	Water Resource Commissioner	440-80919-02-063019	4.45	Open
				440-80919-02-0719	124.48	Open
				990-78699-00-063019	59.34	Open
				990-78699-00-0719	553.85	Open
					<u>742.12</u>	
08/09/2019	525236	00002895	Young Supply Co.	20180458-00	1,566.56	Open
				Total For 08/09/2019:	<u>531,477.18</u>	
				Total Paper Check:	<u>531,477.18</u>	
CONS TOTALS:						
Total of 45 Checks:					5,261,477.18	
Less 1 Void Checks:					0.00	
Total of 44 Disbursements:					<u>5,261,477.18</u>	
Bank PAYR PNC PARKING						
Check Type: EFT Transfer						
08/08/2019	49(E)	10003892	Pontiac Downtown Business Assoc Inc	July 2019	5,260.00	Open
				Total For 08/08/2019:	<u>5,260.00</u>	

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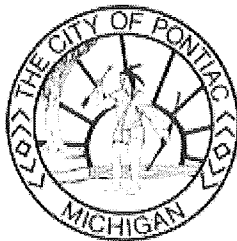
Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Total EFT Transfer:					5,260.00	
PAYR TOTALS:						
Total of 1 Checks:					5,260.00	
Less 0 Void Checks:					0.00	
Total of 1 Disbursements:					5,260.00	
REPORT TOTALS:						
Total of 110 Checks:					5,285,260.51	
Less 1 Void Checks:					0.00	
Total of 109 Disbursements:					5,285,260.51	



# **#16**

# **Report**

## Pontiac City Council Resolution



**19-61 Resolution for Mayor to provide the City Council with a monthly Report on City Personnel.** Moved by Councilperson Carter and second by Councilperson Taylor-Burks.

WHEREAS, in an effort to keep apprised of staffing and staffing changes, the Pontiac City Council believes it is in the best interest of the Council to be routinely informed of City of Pontiac employment and or vacancies.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council requests that the Mayor provide census of employment changes, effective date, job title, hire date, and last day worked (if applicable) each month, to be included in the Pontiac City Council Agenda, the first meeting of each month, commencing with the March 5, 2019 Agenda.

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

No: None

**Resolution Passed.**

I, Garland S. Doyle, Interim City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on February 26, 2019.

**#17**

**Report**

**Pontiac City Council Resolution**



**19-62 Resolution for Mayor to Provide the City Council with Monthly Credit Card Statement.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller

WHEREAS, Revenue and Expenditure reports are provided to the finance subcommittee monthly; and,

WHEREAS, it is in the best interest of the Pontiac City Council body as a whole, to have an opportunity to address any issues or concerns that may arise as it relates to expenditures; and,

NOW, THEREFORE BE IT RESOLVED, that the Mayor will provide the monthly credit card statements for the prior month, to the City Clerk, to be included in the Pontiac City Council Agenda, the first meeting of each month, commencing with the March 5, 2019 Agenda.

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

No: None

**Resolution Passed.**

I, Garland S. Doyle, Interim City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on February 26, 2019.

**#18**

**Report**

# Memorandum

To: Pontiac City Council  
From: Mayor Deirdre Waterman  
Date: September 12, 2019  
Re: Mayor's Report

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## **Check Registry:**

Check registers are processed and recorded online according to the procedure determined by the Finance Department.

The Interim Finance Director has finalized training of the new procedures related to Purchase Orders.

## **New Hires:**

No new hires to report for the past month but the H/R manager has submitted her resignation in the in action to the video posted which Pro-Tem Randy Carters publicly defamed the female women of this administration in voguer terms.

## **Credit Card:**

Credit card statement is verified monthly and are given directly to Council at their request.