

PONTIAC CITY COUNCIL

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



Patrice Waterman, District 1
George Williams, 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."

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

STUDY SESSION

December 17, 2019

6:00 P.M.

130th Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. December 6, 2019 Special Meeting
2. December 10, 2019 Formal Meeting
3. December 12, 2019 Special Meeting

Public Comment

Communications from the Mayor

4. Phoenix Center Report Update
 - a. Overview of Request for Proposal (RFP) Process for the Selection of the Architect and Engineering Services for the Phoenix Center.
 - b. Update of the Public Private Partnership RFP for the Phoenix Center.

Resolutions

City Council

5. Resolution to approve 2020 Meeting Schedule

Department of Public Works (DPW)

6. Resolution to appoint Dan Ringo as the City of Pontiac official representative to the No-Haz Advisory Board to work with Oakland County Waste Resource Management Division as needed to plan the NoHaz program for 2020.

50th District Court

7. Resolution for approve Interlocal Agreement for Mandated Michigan Indigent Defense Commission Continuing Legal Education Requirements between the City of Pontiac and Oakland County and authorize the Mayor to sign the Agreement

Finance

8. Resolution to approve the revised Federal Poverty Guidelines for 2020 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption consideration.

Planning/Community Development

9. Resolution to approve Zoning Map Amendment request for 3111 Centerpoint Parkway, also known as Parcel Number 64-19-03-427-007, to amend site zoning from C-4 Suburban Commercial to M-1 Light Manufacturing. **(This item was deferred for one week at the Council Meeting on December 10, 2019.)**
10. Resolution to approve the vacating of Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel Numbers 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004. **(This item was deferred for one week at the Council Meeting on December 10, 2019.)**
11. Resolution Approving an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended an Industrial Development District located on 2501 Centerpoint Parkway, Pontiac, MI Parcel No. 64-19-03-200-021 **(This item was deferred for one week at the Council Meeting on December 10, 2019.)**
12. Resolution approving Application of Challenge Manufacturing Company, LLC 2501 Centerpoint Parkway, Pontiac, MI for Industrial Facilities Exemption Certificate for a new facility parcel 19-03-200-021. **(This item was deferred for one week at the Council Meeting on December 10, 2019.)**
13. Resolution approving the Letter of Agreement and Affidavit of Fees between the City of Pontiac and Challenge Manufacturing Company, LLC

Communication from the City Clerk

14. Medical Marihuana Application Process Question and Answer Forum on Wednesday, December 18, 2019 4:00 p.m.-6:00 p.m. in the City Council Chambers

Adjournment

#1

12-6-19

MINUTES

December 6, 2019 Special

**Official Proceedings
Pontiac City Council
127th Session of the Tenth Council**

A Special Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Friday, December 6, 2019 at 4:07 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

Members Present: Miller, Taylor-Burks, G. Williams and K. Williams.

Members Absent: Carter, Pietila and Waterman.

Mayor Waterman was present.

Clerk announced a quorum.

Council Pro-Tem Randy Carter arrived at 4:08 p.m.

19-597 **Excuse Councilperson Patrice Waterman and Mary Pietila for personal reasons.**

Moved by Councilperson Taylor-Burks and second by Councilperson G. Williams.

Ayes: Miller, Taylor-Burks, G. Williams, K. Williams and Carter

No: None

Motion Carried.

19-598 **Approval of the agenda.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, G. Williams, K. Williams, Carter and Miller

No: None

Motion Carried.

Council President requested that “and prohibits the Mayor from accepting provisioning center applications and instructs the Mayor and City Attorneys to adhere to the ordinance” be stricken from the resolution. Moved by Councilperson Taylor-Burks and second by Councilperson Miller. The resolution never received a vote.

Three (3) individuals addressed the body during public comment.

Council President Kermit Williams adjourned the meeting at 5:13 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

#2

12-10-19

MINUTES

December 10, 2019 Formal

**Official Proceedings
Pontiac City Council
128th Session of the Tenth Council**

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

Call to Order

Invocation

Pledge of Allegiance

Roll Call

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

Members Absent: Waterman.

Mayor Waterman was absent.

Clerk announced a quorum.

19-599 **Excuse Councilperson Patrice Waterman for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Taylor-Burks, G. Williams, K. Williams and Carter

No: None

Motion Carried.

19-600 **Motion to add the 10th Council Rules and Procedures to the agenda as item #23.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, G. Williams, K. Williams, Carter and Miller

No: None

Motion Carried.

Motion for another Moratorium for the Medical Marihuana Applications. Moved by Councilperson Miller, no second. Motion Fails.

19-601 **Motion to add a special meeting regarding an update on the Medical Marihuana Court Hearing on Thursday, December 12, 2019, at 12:00 noon to the agenda as item #22.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

Ayes: G. Williams, K. Williams, Carter, Miller and Taylor-Burks

No: Pietila

Motion Carried.

December 10, 2019 Formal

19-602 **Motion to add MDOT Woodward Loop discussion to the agenda as item #24.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila and Taylor-Burks

No: None

Motion Carried.

19-603 **Motion to add Ottawa Towers Contract to the agenda as item #25.** Moved by Councilperson Pietila and second by Councilperson G. Williams.

Ayes: K. Williams, Carter, Pietila, Taylor-Burks and G. Williams

No: None

Motion Carried.

19-604 **Approval of the agenda as amended.** Moved by Councilperson Pietila and second by Councilperson G. Williams.

Ayes: Carter, Miller, Pietila, Taylor-Burks, G. Williams and K. Williams

No: None

Motion Carried.

19-605 **Approval of meeting minutes of December 3, 2019.** Moved by Councilperson G. Williams and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Taylor-Burks, G. Williams, K. Williams and Carter

No: None

Motion Carried.

Subcommittee Reports

Received Law/50th District – December 3, 2019

President Kermit Williams opened up public hearing to establish an Industrial Facilities Tax Exemption Certificate for Challenge Manufacturing Company, LLC at 6:22 p.m.

Two individuals addressed the body during the public hearing.

1. Minister Kathalee James 1579 Marshbank Dr., Pontiac, MI
Minister James spoke about the need to track the hiring of Pontiac residents.
2. H. Bill Maxey 1053 Oxford Rd., Pontiac, MI
Mr. Maxey spoke about the need to track Pontiac residents hiring. He also talked about a letter of understanding for job training and scholarships. Where is the Contract Compliance Enforcement

December 10, 2019 Formal

Officer? He would like to see an Executive Order outlining requirements for companies seeking tax incentives.

Council President closed public hearing at 6:28 p.m.

President Kermit Williams opened up public hearing to consider an Application for an Industrial Facilities Tax Exemption Certificate for Challenge Manufacturing Company, LLC at 6:48 p.m.

Three individuals addressed the body during the public hearing.

1. Billie Swazer 1619 Marshbank Dr., Pontiac, MI
Ms. Swazer spoke against a 12 year tax abatement. She also stated that Ms. Riley is the Contract Compliance Officer.
2. Carlton Jones 1323 Oaklawn Dr., Pontiac, MI
Mr. Jones talked about opportunities for citizens. The need to develop talent for all types of employment and the OU Pontiac Initiative.
3. Minister Kathalee James 1579 Marshbank Dr., Pontiac, MI
Minister James spoke in support of the project.

Council President closed public hearing at 6:53 p.m.

Special Presentation

Pontiac Sun Time Bank

Presentation Presenter: Mary Hogan and Edith Carter

City's Blight Program Update

Presentation Presenter: Jane Bais-DiSessa, Deputy Mayor

Pro Tem Randy Carter requested a spreadsheet identifying all properties from 2015 to date.

Council President Kermit Williams asked what was the cost and how many properties are owned by Oakland County?

****Council will like Blight Program brought back on January 14, 2020****

Phoenix Center Update Regarding RFP Bids for Public/Private Partnership

Presentation Presenter: Mayor Deirdre Waterman

19-606 **Suspend the rules and defer item #13 and #14 (Challenge Manufacturing) for one week.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, G. Williams and K. Williams

No: Carter and Miller

Motion Carried.

19-607 **Adoption of an Ordinance to Amend Chapter 74 Article III Preservation of Historic Buildings Ordinance to include Language and Historic District Commission Powers that are in Accordance to the Michigan Zoning Enabling Act 110 of 2006 and to Repeal Sections 74-51 through 74-62.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, G. Williams, K. Williams, Carter, Miller and Pietila

No: None

Ordinance Passed.

****Ordinance is attached as Exhibit A after minutes****

19-608 **Resolution for “Junior Grand Marshall” Shalom Byrd.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

WHEREAS, It is the sense of this legislative body to honor an outstanding, young adult of remarkable character, who is inspirational and who serves as a role-model to others; and,

WHEREAS, Shalom Byrd has the unique distinction and privilege of representing the City of Pontiac as the 2019 Junior Grand Marshal and is the winner of the Fran Anderson Making a Difference Scholarship; and,

WHEREAS, Shalom Byrd is a Pontiac resident and attends International Technology Academy; and,

WHEREAS, Shalom Byrd is an exceptional student who has a passion for serving the “underprivileged and underrepresented;” and,

WHEREAS, Shalom Byrd has received the Student of the Month Award, Academic Achievement Award, inducted into the National Honors Society and Achievement in Math and Science Award; and,

WHEREAS, Shalom Byrd is a member of Midnight Golf, Kids Standard Publication and has been bestowed with the honor and responsibility of acting as trip planner and adviser for her senior class, is associated with Project Upward Bound, is an Alpha Kappa Alpha Teen, a Leaders of the Future activist, and Kids Standard Publication president; and,

WHEREAS, Shalom Byrd also sings in the choir at Trinity Missionary Baptist Church, volunteers at Nicks Corner on Thanksgiving and is a Gleaner’s Food Bank volunteer; and,

WHEREAS, Shalom Byrd is a rising star who mentors children in reading, writing and mathematics; and,

WHEREAS, Shalom Byrd's contributions of leadership, selflessness and commitment to our community are invaluable and inevitably will contribute to making the community a better place.

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Junior Grand Marshal, Shalom Byrd for a job well done and for truly representing the City of Pontiac. Congratulations.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila and Taylor-Burks

No: None

Resolution Passed.

19-609 **Resolution to approve No-Haz Contract with Oakland County with a "no-fee" option.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

WHEREAS, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

WHEREAS, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale, and

WHEREAS, Oakland County, through its Waste Resource Management Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NoHaz), and

WHEREAS, the NoHaz Consortium has developed a household hazardous waste collection program, and

WHEREAS, a NoHaz Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NoHaz program, and,

WHEREAS, the NoHaz Interlocal agreement establishes a NoHaz advisory board to assist and advise Oakland County in the development of the NoHaz program.

Now Therefore be it Resolved: That our community, City of Pontiac, hereby approves the attached NoHaz Interlocal Agreement and authorizes its signature, and

Be it Further Resolved: That we will not charge residents to participate in NoHaz events in 2020.

Ayes: G. Williams, K. Williams, Pietila and Taylor-Burks

No: Carter and Miller

Resolution Passed.

19-610 **Defer items #11 (budget amendment) and #12 (Clean Net of Greater Michigan) until December 23, 2019.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Ayes: K. Williams, Carter, Miller, Pietila, Taylor-Burks and G. Williams

No: None

Motion Carried.

19-611 **Resolution to approve the submission of the Community Development Block Grant (CDBG) Program Year (PY) 2020 application with the proposed allocations to the Oakland County and Home Improvement Division.** Moved by Councilperson Carter and second by Councilperson G. Williams.

WHEREAS the City Council has received the Community Development Department recommendations for projects for the CDBG PY 2020; and

WHEREAS the City Council held a public hearing on the proposed allocations for PY 2020 on December 3, 2019, and

WHEREAS the Community Development Department has recommended that the 2020 CDBG funding allocation of \$799,257.00 be allocated as follows:

- \$265,000.00 Senior Centers for the replacement of parking lots for the City's Senior Centers (Robert Bowen's and Ruth Peterson);
- \$234,257.00 for Sidewalk Repairs throughout the City of Pontiac;
- \$250,000.00 for Rehabilitation Multi-Unit Residential for the Pontiac Housing Commission's RAD project, Carriage Circle; and
- \$50,000.00 for Public Services General - House Keeping to assist Senior Citizens to "age in place" and continue an independent lifestyle.

NOW BE IT THEREFORE RESOLVED that the Pontiac City Council approve the submission of the CDBG PY 2020 application with the proposed allocations to the Oakland County Community and Home Improvement Division.

Ayes: Carter, Miller, Pietila, Taylor-Burks, G. Williams and K. Williams

No: None

Resolution Passed.

19-612 **Motion to approve a Resolution to revisit the 2020 Community Development Block Grant Funds on February 18, 2019. (Agenda add-on)** Moved by Councilperson G. Williams and second by Councilperson Taylor-Burks.

Be It Resolved, that the Pontiac City Council wants to revisit our Community Development Block Grant (CDBG) Funds Year 2020 on February 18, 2019 in the amount of \$799, 257 not to be contracted prior to this date mention above.

Ayes: Miller, Pietila, Taylor-Burks, G. Williams, K. Williams and Carter

No: None

Resolution Passed.

19-613 **Defer for one week the resolution to approve Zoning Map Amendment request for 3111 Center Point Parkway, also known as parcel # 64-19-06-427-007, to amend site zoning from C-4 Suburban Commercial to M-1 Light Manufacturing.** Moved by Councilperson Miller and second by Councilperson G. Williams.

Ayes: Taylor-Burks, G. Williams, K. Williams, Carter and Miller

No: None

Motion Carried.

Councilperson Pietila was absent during the vote.

19-614 **Defer resolution to approve the vacating of Campus Drive between Center Point Parkway and Opdyke Road abutting parcel # 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.** Moved by Councilperson Miller and second by Councilperson G. Williams.

Ayes: Taylor-Burks, G. Williams, K. Williams, Carter, Miller and Pietila

No: None

Motion Carried.

19-615 **Resolution to approve request to revise the Pontiac Fee Schedule, as part of the approved City of Pontiac 2019-2020 Budget to add a Fifty [\$50.00] Dollar fee for historic District Commission Administrative review and two hundred Seventy Five [\$275.00] Dollar fee for each Redevelopment Liquor License Application review.** Moved by Councilperson G. Williams and second by Councilperson Taylor-Burks.

Whereas, the City Planning Division request to revise the City of Pontiac Fee Schedule; 1) Historic District Commission Administrative review fee, and 2) Redevelopment Liquor License Application review fee, following the Planning Division's assessment of neighboring community's Fee Schedules. Now, Therefore, Be It Resolved, that the City Council for the City of Pontiac approve the Planning Division recommendation to revise the Fee Schedule, as part of the approved City of Pontiac 2019/2020 Budget to add a Fifty [\$50.00] Dollar fee for each Historic District Commission Administrative review and a Two Seventy Five [\$275.00] Dollar fee for each Redevelopment Liquor License Application review.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila and Taylor-Burks

No: None

Resolution Passed.

19-616 **Defer Planning Commission Appointments until the second week of January along with other Planning Commission Appointments.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila and Taylor-Burks

No: None

Motion Carried.

19-617 **Motion to direct the City Clerk to publish the notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment for the Pontiac Youth Recreation and Enrichment Center (PYREC) for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund - Recreation Facility Department (756) Personnel Accounts. The breakout of these funds into accounts is as follows; \$34,666.67 to Salaries and Wages account 208-756-702.00, \$2,652 to F.I.C.A – City Contribution account 208-756-715.000, \$9,320.50 to Medical Insurance account 208-756-716.000, \$438.36 to Life Insurance account 208-756-717.000, \$2,333.33 to MERS Employer Contribution account 208-756-718.500, \$1,866.67 to Workers Compensation Insurance account 208-756-719.000, and lastly \$178.56 to Dental Insurance account 208-756-719.001. The total funds amount of \$51,456.09 are to be used to restore the Pontiac Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full-time status.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: K. Williams, Carter, Miller, Pietila, Taylor-Burks and G. Williams

No: None

Motion Carried.

19-618 **Motion to schedule a special meeting Thursday, December 12, 2019 at 12:00 noon for an update on the Medical Marihuana Court Hearing. (Agenda add-on)** Moved by Councilperson G. Williams and second by Councilperson Taylor-Burks.

Ayes: Carter, Miller, Pietila, Taylor-Burks, G. Williams and K. Williams

No: None

Motion Carried.

19-619 **Motion to approve the 10th Council Rules and Procedures Amendments. (Agenda add-on)** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Taylor-Burks, G. Williams, K. Williams and Carter

No: None

Motion Carried.

****The Amended 10th Council Rules are attached as Exhibit B after minutes****

19-620 **Motion to schedule a special meeting on January 27, 2020 at 3:00 p.m. for the MDOT Woodward Loop Discussion. (Agenda add-on)** Moved by Councilperson Taylor-Burks and second by Councilperson G. Williams.

Ayes: Pietila, Taylor-Burks, G. Williams, K. Williams, Carter and Miller

No: None

Motion Carried.

December 10, 2019 Formal

19-621 **Motion to add a resolution for Ottawa Towers Contract Extension for Phoenix Center Maintenance.** Moved by Councilperson Pietila and second by Councilperson G. Williams.

Whereas, The City of Pontiac has contacted Ottawa towers and requested an extension of the current operations and maintenance agreement for the Phoenix Center, and;

Whereas, The Ottawa Towers has agreed to extend the current services at the same cost as originally agreed upon and extend those services until March 31, 2020, and;

Now, Therefore, Be It Resolved that the Pontiac City Council authorized the Mayor or deputy Mayor to sign the attached contract extension with Ottawa Towers for the operations and maintenance of the Phoenix Center Garage for the cost of \$9,810 per month.

Ayes: G. Williams, K. Williams, Carter, Miller and Pietila

No: Taylor-Burks

Resolution Passed.

Five (5) individuals addressed the body during public comment.

Mayor Waterman, Councilman George Williams, Councilwoman Mary Pietila, Councilwoman Doris Taylor-Burks, Councilwoman Gloria Miller, Council Pro-Tem Randy Carter and Council President Kermit Williams made closing comments.

Council President Kermit Williams adjourned the meeting at 9:31 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

**CITY OF PONTIAC
ORDINANCE NO. 1**

AN ORDINANCE TO AMEND CHAPTER 74 ARTICLE III PRESERVATION OF HISTORIC BUILDINGS ORDINANCE TO INCLUDE LANGUAGE AND HISTORIC DISTRICT COMMISSION POWERS THAT ARE IN ACCORDANCE TO THE MICHIGAN ZONING ENABLING ACT 110 OF 2006 AND TO REPEAL SECTIONS 74-51 THROUGH 74-62.

THE CITY OF PONTIAC ORDAINS:

~~74-63~~ Article III. Preservation of Historic Buildings

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~~74-64~~~~74-63~~ PURPOSE AND INTENT

Historic preservation is hereby declared to be a public purpose and the Historic District Commission of the City of Pontiac may hereby regulate the construction, addition, alteration, repair, moving, excavation, and demolition of resources in historic districts within the City limits. The purpose of this Ordinance is to:

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1. Safeguard the heritage of the City of Pontiac by preserving districts which reflect elements of its history, architecture, archaeology, engineering, or culture.
2. Stabilize and improve property values in each district and surrounding areas.
3. Foster civic beauty.
4. Strengthen the local economy.
5. Promote the use of historic districts for the education, pleasure, and welfare of the citizens of the City of Pontiac and of the State of Michigan.

The City of Pontiac may by Ordinance establish one or more historic districts. The historic district(s) shall be administered by the Historic District Commission and pursuant to this Ordinance.

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~~74-65~~~~74-64~~ DEFINITIONS

1. "Alteration" means work that changes the detail of a resource but does not change its basic size or shape.
2. "Certificate of Appropriateness" means the written approval of a permit application for work that is appropriate and does not adversely affect a resource.
3. "Commission" means the Historic District Commission of the City of Pontiac.
- ~~3-4.~~ "Demolition" means the razing or destruction, whether entirely or in part, of a resource and includes, but is not limited to, demolition by neglect.

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- 4.5. **"Demolition by Neglect"** means neglect in maintaining, repairing, or securing a resource that results in deterioration of an exterior feature of the resource or the loss of structural integrity of the resource.
- 5.6. **"Denial"** means the written rejection of a permit application for work that is inappropriate and that adversely affects a resource.
- 6.7. **"Fire Alarm System"** means a system designed to detect and annunciate the presence of fire or by-products of fire. Fire alarm system includes smoke alarms.
- 7.8. **"Historic District"** means an area, or group of areas, not necessarily having contiguous boundaries, that contains one resource or a group of resources that are related by history, architecture, archaeology, engineering, or culture.
- 8.9. **"Historic Preservation"** means the identification, evaluation, establishment, and protection of resources significant in history, architecture, archaeology, engineering, or culture.
- 9.10. **"Historic Resource"** means a publicly or privately owned building, structure, site, object, feature or open space that is significant in the history, architecture, archaeology, engineering, or culture of the city of Pontiac, state of Michigan, or the United States.
- 10.11. **"Notice to Proceed"** means the written permission to issue a permit for work that is inappropriate and that adversely affects a resource, pursuant to a finding under Section 399.205(6) of Public Act 169 of 1970, as amended.
11. **"Open Space"** means undeveloped land, a naturally landscaped area, or a formal or man-made landscaped area that provides a connective link or buffer between other resources.
12. **"Ordinary Maintenance"** means keeping a resource unimpaired and in good condition through ongoing minor intervention, undertaken from time to time, in its exterior condition. Ordinary maintenance does not change the external appearance of the resource except through the elimination of the usual and expected effects of weathering. Ordinary maintenance does not constitute work for the purposes of this Ordinance.
13. **"Proposed Historic District"** means an area, or group of areas not necessarily having contiguous boundaries, that has delineated boundaries and that is under review by a committee or a standing committee for the purpose of making a recommendation as to whether it should be established as a historic district or added to an established historic district.
14. **"Repair"** means to restore a decayed or damaged resource to good or sound condition by any process. A repair that changes the external appearance of a resource constitutes work for the purposes of this Ordinance.
15. **"Resource"** means one or more publicly or privately owned historic or non-historic buildings, structures, sites, objects, features, or open spaces located within a historic district.

16. **"Smoke Alarm"** means a single-station or multiple-station alarm responsive to smoke and not connected to a system. As used in this subdivision, "single-station alarm" means an assembly incorporating a detector, the control equipment, and the alarm sounding device into a single unit, operated from a power supply either in the unit or obtained at the point of installation. "Multiple-station alarm" means 2 or more single-station alarms that are capable of interconnection such that actuation of 1 alarm causes all integrated separate audible alarms to operate.
17. **"Work"** means construction, addition, alteration, repair, moving, excavation, or demolition.

74-6674-65 THE HISTORIC DISTRICT COMMISSION

- a) City Council may establish by ordinance a commission to be called a Historic District Commission. The Commission may be established at any time, but not later than the time the first historic district is established. Each member of the Commission shall reside within the city limits. The Commission shall consist of seven (7) members. Members shall be appointed by the Mayor. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Members shall be appointed for a term of three (3) years, except the initial appointments of three (3) members for a term of two (2) years and two (2) members for a term of one year. Subsequent appointments shall be for three-year terms. Members shall be eligible for reappointment. In the event of a vacancy on the Commission, interim appointments shall be made by the City Council within sixty (60) calendar days to complete the unexpired term of such position. Two (2) members shall be appointed from a list submitted by duly organized local historic preservation organizations. If such a person is available for appointment, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan. The commission shall have no less than three members who are property owners within the historic districts. Any member who has three unexcused absences during the course of one year will be considered to have resigned from the Commission and the Mayor may make an interim appointment to complete the unexpired term of such position. A member may be removed from the Commission by the Mayor for misfeasance, malfeasance, or nonfeasance in the office after having the opportunity to be heard before the City Council, and upon an affirmative vote of majority of the seated Council.
- b) The Mayor may prescribe powers and duties of the Commission, in addition to those prescribed in this Ordinance, that foster historic preservation activities, projects, and programs in the local unit.
- c) Coordination between the county historic commission and the city historic commission shall be maintained. The overall historical preservation plan of the city shall be submitted to the county historic commission for review, and county plans submitted to the city's historic district commission. Day-to-day activities of legal commissions concerning alteration and restoration decisions need not be submitted to the county but only those plans which have other than strictly local significance.
- d) To the extent any Historic District Commission(s) were created under prior legislation authorizing such creation, they shall remain in full force and effect and be governed and have the authorities established herein.

74-6774-66 ACCEPTANCE OF GIFTS OR GRANTS

The City Council may accept state or federal grants for historic preservation purposes; may participate in state and federal programs that benefit historic preservation, and may accept public or private gifts for historic preservation purposes. The City Council may appoint the Historic District Commission to accept and administer grants, gifts, and program responsibilities.

74-6874-67 ESTABLISHING ADDITIONAL, MODIFYING, OR ELIMINATING HISTORIC DISTRICTS

1. The City Council may at any time establish by ordinance additional historic districts, including proposed districts previously considered and rejected, may modify boundaries of an existing historic district, or may eliminate an existing historic district. Before establishing, modifying, or eliminating a historic district, a historic district study committee appointed by the City Council shall follow the procedures as stated in Section 399.203 (1-3) of Public Act 169 of 1970, as amended. To conduct these activities, the City Council may retain the initial committee, establish a standing committee, or establish a committee to consider only specific proposed districts and then be dissolved. The committee shall consider any previously written committee reports pertinent to the proposed action.
2. In considering elimination of a historic district, a committee shall follow the procedures set forth in Section 399.203 (1-3) of Public Act 169 of 1970, as amended for the issuance of a preliminary report, holding a public hearing, and issuing a final report but with the intent of showing one or more of the following:
 - a. The historic district has lost those physical characteristics that enabled the establishment of the district.
 - b. The historic district was not significant in the way previously defined.
 - c. The historic district was established pursuant to defective procedures.

74-6974-68 HISTORIC DISTRICT STUDY COMMITTEE AND THE STUDY COMMITTEE REPORT

Before establishing a historic district(s), the Mayor shall appoint a Historic District Study Committee. A majority of the persons appointed to the Study Committee shall have a clearly demonstrated interest in or knowledge of historic preservation. The Study Committee shall contain representation of at least one member appointed from one or more duly organized local historic preservation organizations. The Study Committee shall do all of the following:

- A. Conduct a photographic inventory of resources within each proposed historic district following procedures established by the State Historic Preservation Office of the Michigan Historical Center.
- B. Conduct basic research of each proposed historic district and historic resources located within that district.
- C. Determine the total number of historic and non-historic resources within a

proposed historic district and the percentage of historic resources of that total. In evaluating the significance of historic resources, the Committee shall be guided by the selection criteria for evaluation issued by the United States Secretary of the Interior for inclusion of resources in the National Register of Historic Places, as set forth in 36 CFR part 60, and criteria established or approved by the State Historic Preservation Office of the Michigan Historical Center.

- D. Prepare a preliminary Historic District Study Committee report that addresses at a minimum all of the following:
1. The charge of the Committee.
 2. The composition of Committee membership.
 3. The historic district(s) studied.
 4. The boundaries of each proposed historic district in writing and on maps.
 5. The history of each proposed historic district.
 6. The significance of each district as a whole, as well as a sufficient number of its individual resources to fully represent the variety of resources found within the district, relative to the evaluation criteria.
 7. Transmit copies of the preliminary report for review and recommendations to the local planning body, the State Historic Preservation Office of the Michigan Historical Center, the Michigan Historical Commission, and the State Historic Preservation Review Board.
 8. Make copies of the preliminary report available to the public pursuant to Section 399.203 (4) of Public Act 169 of 1970, as amended.
- E. Not less than sixty (60) calendar days after the transmittal of the preliminary report, the Historic District Study Committee shall hold a public hearing in compliance with Public Act 267 of 1976, as amended. Public notice of the time, date and place of the hearing shall be given in the manner required by Public Act 267. Written notice shall be mailed by first class mail not less than fourteen (14) calendar days prior to the hearing to the owners of properties within the proposed historic district, as listed on the most current tax rolls. The report shall be made available to the public in compliance with Public Act 442 of 1976, as amended.
- F. After the date of the public hearing, the Committee and the City Council have not more than one year, unless otherwise authorized by the City Council, to take the following actions:
1. The Committee shall prepare and submit a final report with its recommendations and the recommendations, if any, of the local planning body to the City Council as to the establishment of a Historic District(s). If the recommendation is to establish a Historic District(s), the final report shall include a draft of the proposed ordinance(s).
 2. After receiving a final report that recommends the establishment of a Historic District(s), the City Council, at its discretion, may introduce and pass or reject an ordinance(s). If the City Council passes an ordinance(s) establishing one or more Historic Districts, the City shall file a copy of the ordinance(s), including a legal description of the property or properties located within the Historic District(s) with the Register of Deeds. The City Council shall not

pass an ordinance establishing a contiguous historic district less than 60 days after a majority of the property owners within the proposed historic district, as listed on the tax rolls of the local unit, have approved the establishment of the historic district pursuant to a written petition.

- G. A writing prepared, owned, used, in the possession of, or retained by a committee in the performance of an official function of the Historic District Commission should be made available to the public in compliance with Public Act 442 of 1976, as amended.

74-7074-69 HISTORIC DISTRICT COMMISSION MEETINGS, RECORDKEEPING & RULES OF PROCEDURE

1. The Historic District Commission shall meet at monthly or more frequently at the call of the Commission.
2. The business that the Commission may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended. Public notice of the date, time, and place of the meeting shall be given in the manner required by Public Act 267. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the Commission.
- 4.3. At least four (4) members of the Historic District Commission shall constitute a quorum for the transaction of business. The passage of any resolution, motion, or other action by the commission shall be a majority vote.
- 5.4. The Commission shall keep a record of its resolutions, proceedings and actions. A writing prepared, owned, used, in the possession of, or retained by the Commission in the performance of an official function shall be made available to the public in compliance with the Freedom of Information, Public Act 442 of 1976, as amended.
- 6.5. The commission shall adopt its own rules of procedure and shall adopt design review standards and guidelines to carry out its duties under this act.

74-7174-70 DELEGATION OF MINOR CLASSES OF WORK

The commission may delegate the issuance of Certificates of Appropriateness for specified minor classes of work to its staff, or to another delegated authority. The Commission shall provide to its delegated authority specific written standards for issuing Certificates of Appropriateness under this subsection. The Commission shall review the Certificates of Appropriateness issued by the delegate on at least a quarterly basis to determine whether or not the delegated responsibilities should be continued.

74-7274-71 ORDINARY MAINTENANCE

Nothing in this Ordinance shall be construed to prevent ordinary maintenance or repair of a resource within a historic district or to prevent work on any resource under a permit issued by the inspector of buildings or other duly delegated authority before the Ordinance was enacted.

74-7374-72 REVIEW BY THE COMMISSION

The Commission shall review and act upon only exterior features of a resource and shall not review and act upon interior arrangements unless specifically authorized to do so by the City Council or unless interior work will cause visible change to the exterior of the resource. The Commission shall not disapprove an application due to considerations not prescribed in subsection 399.205 (3) of Public Act 169 of 1970, as amended.

- a) The historic district commission shall approve or disapprove the plans submitted under this article and, if approved, shall issue a certificate of approval which is to be signed by the chairman and the relevant plans, if any, shall be stamped by the commission signifying its approval thereof, and such certificate and plans shall be transmitted to the building and safety engineering division and/or the planning commission if applicable.
- (b) No work shall begin until the certificate of approval is filed, but in the case of rejection, the certificate is binding on the building and safety engineering division or other duly delegated authority and no permit shall be issued in such case. If the historic district commission disapproves the application, it shall state its reasons for doing so and shall transmit a record of such action, together with the reasons therefor, in writing to the building and safety engineering division and the applicant. The commission may advise the applicant in a transmittal of the changes in the proposed plans which are necessary to obtain commission approval. The applicant may make modifications to any plans disapproved and shall have the right to resubmit his application thereafter for commission approval.
- (c) After the certificate of approval has been issued and the building permit, if any, granted to the applicant, the designated building inspector shall from time to time inspect the construction, alteration, repair, moving or demolition approved by such certificate and shall take action as is necessary to force compliance with the plans as approved.
- (d) The failure of the historic district commission to act within 30 days after the date a properly completed application has been filed with the planning and community renewal division, unless an extension is agreed upon mutually by the applicant and the commission, shall be deemed to constitute approval.

74-7474-73 DESIGN REVIEW STANDARDS AND GUIDELINES

1. In reviewing plans, the Commission shall follow the U.S. Secretary of Interior's *Standards for Rehabilitation* and guidelines for rehabilitating historic buildings as set forth in 36 C.F.R. part 67. Design review standards and guidelines that address special design characteristics of historic districts administered by the Commission may be followed if they are equivalent in guidance to the Secretary of Interior's *Standards* and guidelines and are established or approved by the State Historic Preservation Office of the Michigan Historical Center.
2. In reviewing plans, the Commission shall also consider all of the following:
 - A. The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.
 - B. The relationship of any architectural features of the resource to the rest of the resource and to the surrounding area.
 - C. The general compatibility of the design, arrangement, texture, and materials proposed to be used.

- D. Other factors, such as aesthetic value, that the commission finds relevant.
- E. Whether the applicant has certified in the application that the property where the work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

74-7574-74 PERMIT APPLICATIONS FOR CONSTRUCTION, REPAIR, MOVING, DEMOLITION AFFECTING EXTERIOR APPEARANCE OF HISTORIC SITES, STRUCTURES, OR OBJECTS LOCATED WITHIN HISTORICS DISTRICTS

A permit shall be obtained before any work affecting the exterior appearance of a resource is performed within a historic district. The person, individual, partnership, firm, corporation, organization, institution, or agency of government proposing to do that work shall file an application for a permit with the inspector of buildings. Upon receipt of a complete application, the inspector of buildings shall immediately refer the application, along with all required supporting materials that make the application complete to the commission. A permit shall not be issued and proposed work shall not proceed until the Commission has acted on the application by issuing a Certificate of Appropriateness or a Notice to Proceed as prescribed in this Ordinance. A commission shall not issue a certificate of appropriateness unless the applicant certifies in the application that the property where work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

3. The Commission shall file Certificates of Appropriateness, Notices to Proceed, and Denials of applications for permits with the inspector of buildings. A permit shall not be issued until the Commission has acted as prescribed by this Ordinance.
4. If an application is for work that will adversely affect the exterior of a resource the Commission considers valuable to the City of Pontiac, the state of Michigan, or the nation, and the Commission determines that the alteration or loss of that resource will adversely affect the public purpose of the city, state, or nation, the Commission shall attempt to establish with the owner of the resource an economically feasible plan for the preservation of the resource.
5. The failure of the Commission to act on an application within sixty (60) calendar days after the date a complete application is filed with the Commission, unless an extension is agreed upon in writing by the applicant and the Commission, shall be considered to constitute approval.
6. The Commission may charge a reasonable fee to process a permit application.

74-7674-75 DENIALS

If a permit application is denied, the decision shall be binding on the inspector or other authority. A Denial shall be accompanied by a written explanation by the Commission of the reasons for denial and, if appropriate, a notice that an application may be re-submitted for Commission review when the suggested changes have been made. The Denial shall also include the notification of the applicant's right to appeal to the State Historic Preservation Review Board and to the circuit court.

74-7774-76 NOTICE TO PROCEED

Work within a historic district shall be permitted through the issuance of a Notice to Proceed by the Commission if any of the following conditions prevail and if the proposed work can be demonstrated by a finding of the Commission to be necessary to substantially improve or correct any of the following conditions:

- A. The resource constitutes a hazard to the safety of the public or to the structure's occupants.
- B. The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances.
- ~~D.C.~~ Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district, have been attempted and exhausted by the owner.
- ~~E.D.~~ Retaining the resource is not in the interest of the majority of the community.

74-7874-77 APPEAL OF A COMMISSION DECISION

1. An applicant aggrieved by a decision of the Commission concerning a permit application may file an appeal with the State Historic Preservation Review Board. The appeal shall be filed within sixty (60) calendar days after the decision is furnished to the applicant. The appellant may submit all or part of the appellant's evidence and arguments in written form. The State Historic Preservation Review Board shall consider an appeal at its first regularly scheduled meeting after receiving the appeal. A permit applicant aggrieved by the decision of the State Historic Preservation Review Board may appeal the decision to the circuit court having jurisdiction over the historic district commission whose decision was appealed to the State Historic Preservation Review Board.
2. Any citizen or duly organized historic preservation organization in the City of Pontiac, as well as resource property owners, jointly or severally aggrieved by a decision of the historic district commission may appeal the decision to the circuit court, except that a permit applicant aggrieved by a decision rendered under this Ordinance may not appeal to the court without first exhausting the right to appeal to the State Historic Preservation Review Board.

74-7974-78 WORK WITHOUT A PERMIT

When work has been done upon a resource without a permit, and the Commission finds that the work does not qualify for a Certificate of Appropriateness, the Commission may require an owner to restore the resource to the condition that the resource was in before the inappropriate work or to modify the work so that it qualifies for a Certificate of Appropriateness. If the owner does not comply with the restoration or modification requirement within a reasonable time, the Commission may seek an order from the circuit court to require the owner to restore the resource to its former condition or to modify the work so that it qualifies for a Certificate of Appropriateness. If the owner does not comply or cannot comply with the order of the court, the Commission or its agents may enter the property and conduct work necessary to restore the resource to its former condition or modify the work so that it qualifies for a Certificate of Appropriateness in accordance with the court's order. The costs of the work done shall be charged to the owner, and may be levied by the City of Pontiac as a special assessment against the property. When acting pursuant to an order of the circuit court, the Commission or its agents may enter a property for purposes of this section.

74-8074-79 DEMOLITION BY NEGLECT

Upon a finding by the Commission that a historic resource within a historic district or a proposed historic district subject to its review and approval is threatened with Demolition by Neglect, the Commission may do either of the following:

1. Require the owner of the resource to repair all conditions contributing to demolition by neglect.
2. If the owner does not make repairs within a reasonable time, the Commission or its agents may enter the property and make such repairs as necessary to prevent Demolition by Neglect. The costs of the work shall be charged to the owner, and may be levied by the City of Pontiac as a special assessment against the property. The Commission or its agents may enter the property for purposes of this section upon obtaining an order from the circuit court.

74-8174-80 REVIEW OF WORK IN PROPOSED DISTRICTS

Upon receipt of substantial evidence showing the presence of historic, architectural, archaeological, engineering, or cultural significance of a proposed historic district, the City Council may, at its discretion, adopt a resolution requiring that all applications for permits within the proposed historic district be referred to the Historic District Commission as prescribed in Section 12 of the Ordinance. The Historic District Commission shall review permit applications with the same powers that would apply if the proposed historic district was an established historic district. The review may continue in the proposed historic district for not more than one year, or until such time as the City Council approves or rejects the establishment of the historic district by ordinance, whichever occurs first.

74-8274-81 EMERGENCY MORATORIUM

If the City Council determines that pending work will cause irreparable harm to resources located within an established or proposed historic district, the City Council may by resolution declare an emergency moratorium on all such work for a period not to exceed six (6) months. The City Council may extend the emergency moratorium for an additional period not to exceed six (6) months, upon finding that the threat of irreparable harm to resources is still present. Any pending permit application concerning a resource subject to an emergency moratorium may be summarily denied.

74-8374-82 PENALTIES FOR VIOLATIONS

1. A person, individual, partnership, firm, corporation, organization, institution, or agency of government that violates this act is responsible for a civil violation and may be fined not more than \$5,000.00.
2. A person, individual, partnership, firm, corporation, organization, institution, or agency of government that violates this act may be ordered by the court to pay the costs to restore or replicate a resource unlawfully constructed, added to, altered, repaired, moved, excavated or demolished.

74-174-83 ACQUISITION OF HISTORIC RESOURCES

If all efforts by the Commission to preserve a resource fail, or if it is determined by the City Council that public ownership is most suitable, the City Council, if considered to be the public interest, may acquire the resource using public funds, public or private gifts, grants or proceeds from the issuance of revenue bonds. The acquisition shall be based upon the recommendation of the Commission. The Commission is responsible for maintaining publicly owned resources using its own funds, if not specifically designated for other purposes, or public funds committed for that use by the City Council. Upon recommendation of the Commission, the City may sell resources acquired under this section with protective easements included in the property transfer documents, if appropriate.

74-8374-84 HISTORIC DISTRICT BOUNDARY

The historic district commission shall designate certain properties located within historic districts as historic sites after due consideration of such property's:

- (a) Quality of significance in American, state and/or city history, architecture, archaeology, engineering and culture;
- (b) Integrity of location, design, setting, materials, workmanship, feeling and association;
- (c) Relationship to events that have made a significant contribution to the broad patterns of our history;
- (d) Association with the lives of persons significant in our past;
- (e) Distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; and
- (f) Potential for restoration.

The following described properties are hereby designated as historic districts:

- (1) Franklin Boulevard Historic District: Lots 12 through 19 and lots 22 through 61 of Assessor's Plat No. 41; lots 32 through 42, the north 117.92 feet of lot 43, lot 44 exc. the south 48 feet, and lots 57 through 64 of Assessor's Plat No. 112; lots 25 through 31 and lots 37 through 40 of Assessor's Plat No. 115; lots 1 through 20 of Assessor's Plat No. 129; lots 1 through 5, the north 125 feet of lot 6, lot 7 exc. the south 55 feet, lot 8 exc. the east 10 feet of the south 55 feet, lots 9 and 10 exc. the south 45 feet, and lots 11 through 48 of Forest Lawn Addition; and lots 1 through 8 of Johnson Addition; City of Pontiac, Oakland County, Michigan, as recorded in the Oakland County Records.
- (2) Fairgrove Avenue Historic District: Oakland County Agricultural Society's Addition, lots 3 through 11, north 95 feet of lot 12, lots 13 through 31, east 45 feet of lot 32, the easterly 47.4 feet of lot 99 and lots 100 through 102; Assessor's Plat No. 26, lot 9; Assessor's Plat No. 27, lot 12.
- (3) Modern Housing Corporation Addition Historic District: Modern Housing Corporation Addition, lots 130 through 414, 613, 618 through 622, 624 through 634, and 638 through 645.
- (4) Seminole Hills Historic District: Seminole Hills Subdivision, lots 21 through 35, and 37 through 556; Crofoot's Western Addition, block 4, lots 1, 2, 3, 6, 7, 10, 11, 14, 15 and 18; and Roberts Subdivision, lots 1 through 36.

- (5) Pontiac Commercial Historic District: Original plat, lots 1 through 5, 17 through 22 excluding the north 10.5 feet of lot 22, the north 30 feet of lot 28, lots 36 through 69, the north 30 feet of lot 77, lots 79 through 95, 118, 119 and 131 through 141; Assessor's Plat No. 28, lots 14, 21, and 22; Assessor's Plat No. 46, lots 1, 2, 3, 48, 49 and 50, excluding the southerly 12 feet of said lots 48 and 49; Assessor's Plat No. 112, lots 11 through 19; Assessor's Plat No. 113, lots 1 through 8 and 26 through 30; Assessor's Plat No. 119, lots 79 and 80; and Huron Addition, lots 1 through 5.
- (6) Horatio N. Howard House Historic District: Stockwell and Tregent's Addition, block 1, east 170 feet of lot 13, exc. south 44 feet.
- (7) Wisner House Historic District: Assessor's Plat No. 4, lot 7 exc. beginning at the northeast corner of lot 249, Assessor's Plat No. 140, City of Pontiac, Michigan, thence south 45 degrees 11 minutes 10 seconds east 181.55 feet; thence north 43 degrees 56 minutes 40 seconds east along the northerly line of lot 246, Assessor's Plat No. 140, 20 feet; thence north 45 degrees 11 minutes 10 seconds west 91.7 feet; thence north 28 degrees 39 minutes 10 seconds west 52.5 feet; thence north 35 degrees 21 minutes 10 seconds west 41 feet to the point of curve to the left, having a radius of 23.23 feet a central angle of 100 degrees 30 minutes 50 seconds, thence around the arc of curve a distance of 40.75 feet to the point of tangency of such curve; thence south 44 degrees 08 minutes west 47.95 feet; thence north 88 degrees 20 minutes east along the northerly line of lot 249, Assessor's Plat No. 140, 40.05 feet to the point of beginning, also exc. a strip of land lying northeasterly of a line 60 feet southwesterly of and parallel to the centerline of Oakland Avenue as now established for Oakland Avenue widening.
- (8) St. Vincent DePaul Church Complex Historic District: Assessor's Plat No. 134, lot 50 and the north 220 feet of lot 51.
- (9) First United Methodist Church Historic District: Assessor's Plat No. 130, lots 16, 17, 18 and also all that part of vacated Judson Street lying adjacent.
- (10) Central School Historic District: Assessor's Plat No. 142, lot 3, exc. that part lying westerly of the easterly line of Perimeter Road as now laid out.
- (11) Cook Nelson, American Legion Post No. 20 Historic District: Assessor's Plat No. 136, lots 3 through 9.

(12) Oakhill Cemetery Historic District: Assessor's Plat No. 19, lots 1 and 2, exc. that part lying south of the north line of permanent right-of-way of Pontiac Clinton Drain No. 2; Assessor's Plat No. 20, lot 15; and Assessor's Plat No. 145, lots 2, 3, and 4.

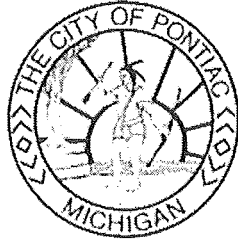
(13) Eastern Michigan Asylum Historic District: Those parts of the south half of Section 19 and the north half of Section 30, Township 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, more particularly described as follows:

Commencing at the southwest corner of said Section 19; thence south 89 degrees 15 minutes 33 seconds east 500.00 feet to the point of beginning; thence south 0 degrees 13 minutes 24 seconds east, 1200.00 feet; thence south 89 degrees 15 minutes 33 seconds east 1350.00 feet; thence south 0 degrees 13 minutes 24 seconds east 500.00 feet; thence south 89 degrees 15 minutes 33 seconds east 1600.00 feet; thence north 23 degrees 13 minutes 36 seconds east 924.20 feet; thence north 43 degrees 47 minutes 15 seconds west 2100.00 feet; thence north 47 degrees 53 minutes 39 seconds east 1000.00 feet to a point on the southwesterly right-of-way line of the Grand Trunk Western Railroad, said point lying northwesterly along said railroad right-of-way line 3700.00 feet from the point of intersection of said railroad right-of-way line with northerly right-of-way line of Johnson Avenue (99 feet wide); thence north 43 degrees 47 minutes 15 seconds west 1022.11 feet along said railroad right-of-way line; along a curve to the right, radius equal to 973.14 feet, arc distance 211.98 feet, long chord bearing south 21 degrees 46 minutes 23 seconds east 210.77 feet; thence north 79 degrees 46 minutes 59 seconds west 1531.00 feet; thence south 0 degrees 00 minutes 14 seconds east 754.13 feet; thence north 86 degrees 45 minutes 45 seconds west 564.40 feet; thence south 0 degrees 08 minutes 40 seconds east 595.43 feet; thence south 19 degrees 40 minutes 35 seconds 148.12 feet; thence south 53 degrees 48 minutes 53 seconds east 235.87 feet; thence south 0 degrees 19 minutes 40 seconds east 515.69 feet; thence north 89 degrees 15 minutes 33 seconds west 55.42 feet to the point of beginning.

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The 10th Pontiac City Council Rules and Procedures

All meetings of the city council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

Meeting Times

The city council meetings will be held every *Tuesday* of each month beginning at 6:00 p.m. at City Hall in the Council Chambers for formal meetings *and for* Study Session meetings unless otherwise rescheduled by resolution of the council. The *Tenth* Council has decided to implement Study Sessions and Formal Meetings. These meeting will alternate week to week.

Formal Meeting

During the formal meetings the City Council proceed through the formal agenda and take action on agenda items.

Special meetings

A special meeting shall be called by the mayor or any two members of council. A 24 hours written notice to each member of the council served personally or left at the councilmember's usual place of residence is required. However, any special meeting at which all council members are present or have given written consent shall be a legal meeting for such purposes, without such written notice. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the council unless the item has been stated in the notice of such meeting.

Posting requirements for regular and special meetings

- a. Within 10 days after the first meeting of the council following the election, a public notice stating the dates, times and places of the regular monthly council meetings will be posted at the City Clerk's Office and on the City's web page.
- b. For a rescheduled regular or special meeting of the council, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting at the City Clerk's Office and on the City's web site. Special meeting notices shall also state the purpose of the meeting.
- c. The notice described above is not required for a meeting of the council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the council determine that delay would be detrimental to the city's efforts in responding to the threat.

Minutes of regular and special meetings

The clerk shall attend the council meetings and record all proceedings and resolutions of the council in accordance with the Open Meetings Act. In the absence of the clerk, the deputy clerk shall perform the clerk's duties.

At a minimum, the minutes shall indicate the date, place, type (regular or special), and time of meeting; the names of all elected city officials present at roll call; the name and time of arrival of any elected official not present at roll call; the name and time of departure of any elected official before adjournment; the maker and supporter of all motions and resolutions which are voted upon by the council; an indication of how each council member present voted on a motion or resolution; the call of the chair as to the passage or failure of the motion or resolution; and the time of adjournment. For public comment, only the number of individuals speaking need be included in the minutes. For a public hearing, the name of the person addressing the council and *the topic of the comments*.

A copy of the minutes of each regular or special council meeting shall be available for public inspection at the City Clerk's Office during regular business hours.

Conduct of meetings

Meetings to be public

All regular and special meetings of the council shall be open to the public. Citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the council and its committees shall be open to the public, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

Agenda preparation

An agenda for each regular council meeting shall be prepared by the city clerk with the following order of business: The agenda will be as follows for the Formal Meetings.

Formal Meetings

1. Call to order
2. Invocation
3. Pledge of Allegiance *to the Flag of the United States*
4. Roll Call
5. Authorization to Excuse Members from the Meeting
6. Amendments to and *approval* of the agenda
Motions to amend the agenda are not debatable.
7. Approval of the Minutes
8. Subcommittee Report (As needed)
9. Special Presentation (If any)

Any presentations with prepared materials must be presented in print to the Council members. Specifically any power point presentations must be in printed form and distributed to the Council members prior to the beginning of the presentation.

10. Public Hearings (If any)
11. Recognition of Elected Officials (If any)
12. Agenda Address (2 Minute Limit)
13. Agenda Items
14. Public Comment (3 Minute Limit)
15. Mayor, Clerk and Council Closing Comments (3 Minute Limit)
16. Adjournment

The Agenda will be as follows for **Study Session Meetings**

Study Session

1. Call to order
2. Roll Call
3. Authorization to Excuse Members from the Meeting
4. Approval of the Agenda
5. Approval of the Minutes
6. Public Comment
7. Review of all agenda items
8. Adjournment

All items presented to the city council for action shall be placed on the first possible agenda by the city clerk. The deadline to submit an item to the clerk to place on the agenda shall be noon on the **Thursday** before a Study Session Meeting. The clerk shall distribute the agenda by email no later than 5:00 p.m. on Friday. Complete agenda packets, excluding confidential information, shall be posted on the City's web site concurrent with distribution of the agenda packet to the council members. Any councilmember shall have the right to add items to the regular agenda before it is approved.

Agenda distribution

The clerk is responsible for the agenda distribution, which is emailed to each councilmember forty-eight (48) hours or more prior to each council meeting. In addition, the clerk posts each agenda to the city website 48 hours prior to each meeting for public access. Agendas for special meetings shall be distributed with the notice of special meeting and posted on the City's website.

Quorum

A majority of the entire elected or appointed and sworn members of the council shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice. The council may adopt an ordinance to prescribe penalties.

Attendance at council meetings

Council is empowered by Article III – Legislative Branch, Section 3.107 of the charter to adjourn a meeting if a quorum is not present and compel attendance in a manner prescribed by its ordinance. In the event that the member's absences continue for more than five consecutive regular meetings of the council, the council may declare the seat vacant in accordance with Section 3.119 of the charter.

Role of the Mayor (Charter 4.101 "The Mayor or the Deputy Mayor shall attend all meetings of the Council and respond to questions from Council members and Citizens, make reports and present

proposals.”) The Mayor shall not speak on Council agenda items unless the Mayor is asked a question on that item.

Presiding officer

The presiding officer shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The council president is ordinarily the presiding officer. If the Council President is absent, The Council President Pro Tem will preside over the meeting. In the absence of both the Council President and the Council President Pro Tem at the same meeting, the council member presiding over the meeting shall rotate by District, starting with District one. In the event of a resignation or other permanent absence, that the position shall be filled by nomination and affirmative vote of the majority of Council members serving.

Disorderly conduct

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

Closed meetings

Purpose

Closed meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- a. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting.
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- d. To consult with the municipal attorney or another attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the council.
- e. To review the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting.
- f. To consider material exempt from discussion or disclosure by state or federal statute.

Calling closed meetings

At a regular or special meeting, the councilmembers elected or appointed and serving, by a two-thirds roll call vote may call a closed session under the conditions outlined in the Open Meetings Act. The roll call vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

Minutes of closed meetings

A separate set of minutes shall be taken by the clerk or the designated secretary of the council at the closed session. These minutes will be retained by the clerk, shall not be available to the public, and shall only be disclosed if required by civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

Discussion and voting

Rules of parliamentary procedure

The rules of parliamentary practice, as contained in the *most recent edition of Robert's Rules of Order Newly Revised*, shall govern the council in all cases to which they are applicable, provided they are not in conflict with these rules, city ordinances or applicable state statutes. *The Parliamentarian shall be a Professional Registered Parliamentarian with the National Association of Parliamentarians.* The chair shall preserve order and decorum and may speak to points of order in preference to other councilmembers. If a point of order is given, it should not exceed two (2) minutes.

Conduct of discussion

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

The Council members may decide by majority vote to limit or determine the time to be devoted to the discussion of a pending motion or item for discussion.

Interruptions of Votes

Interruptions during the taking of a vote are permitted only before any councilmember has actually voted.

Rule against Explanation by Councilmembers During Voting

A councilmember has no right to "explain their vote" during voting, which would be the same as debate at such a time.

Changing One's Vote

A member has a right to change their vote up to the time the result is announced. After that the member can make the change only by the unanimous consent of the remaining councilmembers present.

Ordinances and resolutions

A vote on all ordinances and resolutions shall be taken by a roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or by council rules.

Abstentions

Except as otherwise specified in the City Charter or in matters relating to a direct financial conflict of interest no Councilmember shall abstain from voting on any question.

Roll Call

In all roll call votes, the names of the members of the council shall be called in rotating alphabetical order.

Disposition of Agenda Items

When an agenda item has been rejected by a vote of Council vote it may not be returned to the agenda unless the Councilmembers request, by majority vote, to give it further consideration.

Disposition of Agenda Item: An item may be not be returned for at least 30 days and by a Councilmembers request, by majority vote to give it further consideration.

Citizen participation

Each regular and special council meeting agenda shall provide reserved time for citizen participation. During citizen participation, each individual shall address the City Council in an orderly and dignified manner and shall not engage in conduct or language that disrupts, makes fun of, or otherwise impedes the orderly conduct of the Council Meeting. In addition, members of the audience shall not engage in disorderly or boisterous activity including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language, cheering, whistling, ***clapping***, or any other acts that disturb, disrupt, or impede, or otherwise interfere with the orderly conduct of the City Council Meeting.

Agenda Address

The Council has included in its agenda a time for Agenda Address. Agenda Address will allow the audience to comment on agenda items on the agenda of the City Council Meeting. The individuals addressing the body will have 2 minutes to complete the Agenda Address. All individuals wishing to participate in the Agenda Address will have to fill out an Agenda Address Card, which will be located in the City Clerk's Office. The Agenda Address Card shall require the person to identify himself or herself, a method of contact, and the subject matter of their comments and such other information the Council President may require. The Agenda Address Card has to be completed and turned in to the Clerk's Office by ***Tuesday*** at 4:30 p.m. to be considered for the following council meeting. Individuals who have submitted an Agenda Address Card to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak.

Public Comment

The Council has included in its agenda a time for Public Comments. The Public Comment portion of the agenda will allow individuals to comment on non-agenda items. The individuals addressing the body will have 3 minutes to complete public comment. All individuals wishing to participate during public comment will have to complete the Public Comment Sign-In Sheet, which will be located in the City Council Chambers on a clipboard.

The Public Comment Sign In-Sheet shall require the person to identify himself or herself, a method of contact, and the subject matter of their comments and such other information the Council President may require. The Public Comment Sign-In Sheet will be picked up before the call of order of the meeting. If your name is not on the Public Comment Sign-In Sheet once picked up, you will not be allowed to speak during Public Comment. Individuals who have submitted their information on the sign in sheet to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak. *A person having been called on to speak may not yield their time to another person.*

At the time of Public Comment on the agenda, the chair has the flexibility to determine that the time should be limited to less than three minutes for each speaker.

During Public Comment speakers shall not expressly advocate a vote for or against a candidate or ballot issue. (Sec. 57 Michigan Campaign Finance Act)

During Public Comment, council members shall not respond to any speaker. Responses to public comments are appropriate during closing comments prior to the adjournment of the meeting.

City of Pontiac employees cannot give public comments while on the clock and while receiving compensation from the City of Pontiac.

Only individuals signed up for public comment can be provided 3 minutes to speak, no add ons.

Miscellaneous

Suspension of rules

The rules of the council may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that council actions shall conform to state statutes and to the Michigan and United States Constitutions.

Annual Review of the Rules

Each January the Councilmembers shall review these Rules and they may be revised by a majority vote of the councilmembers.

Committees

Standing and special committees of council

The city shall have the following standing committees:

Finance/Human Resource Committee: Responsible for meeting with the Finance Director to review periodic financial reports; responsible for reviewing the proposed budget. This committee will meet once a month or as needed.

Public Safety Committee: Responsible for meeting with the Mayor and representatives of the City's police, fire, and emergency medical transport service providers. This committee will meet once a month or as needed.

Community Development Committee: Responsible for meeting with the Mayor and Community Development Director concerning the operations and functions of the Community Development Department. This committee will be meeting once a month or as needed.

Public Works/Parks and Recreation Committee: Responsible for meeting with the Mayor and Public Works Director concerning the operations and functions of the Public Works Department. This committee will meet once a month or as needed

Information Technology Subcommittee: Responsible for meeting with the Mayor and the IT Department concerning the operations and function of the IT Department. This committee will be meeting as needed.

Law and 50th District Court Subcommittee- Responsible for meeting with Judges or Court Reps concerning the operations and functions of the 50th Court. This committee will be meeting as needed.

Forensic Audit Subcommittee- This committee will meet as needed.

Real Estate Subcommittee-This committee will meet as needed.

Cable Subcommittee-This committee will meet as needed.

Committee members will be appointed by the president. They shall be members of the council. The president shall fill any committee vacancies. The committee member shall serve for a term of one year and may be re-appointed. Committees shall be comprised of at least three council members and one alternate who may attend if a regular member is unable to attend. Committees can discuss policy with department heads. Committees cannot make final decisions, but may recommend actions to the Council. Committees may determine their own meeting schedule. Committee meetings at which department heads will be present shall be scheduled at a time mutually acceptable to both the committee and the department head.

Committees shall present both oral and written reports. The committee shall designate a member to prepare the written report for the committee. The written report shall indicate the date and time of the committee meeting, all persons present, and the subject matter of discussion with some detail. If a committee is making a recommendation to the Council as a body, then at least two of the three members of the committee must be noted as being in support of the recommendation.

Special committees may be established for a specific period of time by the president or by a resolution of the council, which specifies the task of the special committee and the date of its dissolution. Special committees shall present reports in the same manner as standing committees.

Only the Pontiac City Council can give Public Service Announcements (PSA's) in the Council Chambers.

Effective April 24, 2018

Amended November 27, 2018

Amended December 4, 2018

Amended December 10, 2019

#3

12-12-19

MINUTES

December 12, 2019 Special

**Official Proceedings
Pontiac City Council
129th Session of the Tenth Council**

A Special Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, December 12, 2019 at 12:00 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

Members Present: Carter, Miller, Taylor-Burks, G. Williams and K. Williams.

Members Absent: Pietila and Waterman.

Mayor Waterman was absent.

Clerk announced a quorum.

19-622 **Excuse Councilperson Mary Pietila and Patrice Waterman for personal reasons.**
Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Miller, Taylor-Burks, G. Williams, K. Williams and Carter

No: None

Motion Carried.

19-623 **Approval of the agenda.** Moved by Councilperson G. Williams and second by
Councilperson Taylor-Burks.

Ayes: Taylor-Burks, G. Williams, K. Williams, Carter and Miller

No: None

Motion Carried.

Medical Marihuana Court Hearing Update

No public comment.

Council President Kermit Williams adjourned the meeting at 12:09 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

#4a

**COMMUNICATION
FROM THE
MAYOR**



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, Director of Public Works/City Engineer

DATE: December 12, 2019

RE: **Phoenix Center A/E-RFP**

The City of Pontiac has partnered with AUCH Construction to issue and evaluate potential vendors for the renovation and repairs required under the Consent Agreement between the City of Pontiac and Ottawa Towers. An RFP was issued earlier this year. From this issuance approximately ten vendors responded with bid/proposals. Bids/proposals were publicly opened and read from a representative in the City Clerk's Office.

A selection committee was formed consisting of a representative from AUCH, DPW and Purchasing. The received bids were all reviewed by the selection committee and from this evaluation narrowed down to three (3). The three highest scoring bids were offered a chance to interview and explain in detail their proposal. A question was provided to the three candidates ahead of their interview. Interviews were held on 12/09/19 and 12/10/19 at AUCH Offices in Pontiac, Michigan.

After all interviews were completed the selection committee evaluated the interviews relative to the proposal and selected one firm to recommend to the Mayor. A comprehensive report on this process is being compiled by Purchasing and AUCH and should be completed no later than Friday of this week. Once completed and accepted an email notifying the remaining parties of the committee's recommendation.

JVB/dr

#4b

**COMMUNICATION
FROM THE
MAYOR**



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: December 12, 2019

RE: **Phoenix Center Public/Private Partnership – Lease RFP**

The City has developed and publically advertised an RFP for Leasing, Management or Public Private Partnership for the Phoenix Center Facility. Responses to this RFP are due on Monday, February 16, 2019 at 2:00 PM in the office of the City Clerk. The responses to this RFP will be reviewed by a team consisting of the Department of Public Works, the City Attorney, the Administration, the Planning Department and the Finance Department. The review is scheduled to take place on Tuesday, December 17th at 11:00 am. Results of the RFP's will be reviewed and discussed with the City Council as soon as a complete and thorough review has taken place.

To review, the City is requesting options in lieu of bonding for the required repairs to the facility. Other options are to lease the structure, obtain a management agreement with a private company, or enter into a public-private partnership for the future operations, maintenance and development of the facility and surrounding area.

Attached for your reference is a copy of the RFP that has been advertised and posted.

JVB

attachments



Financial Services – Purchasing Division

NOTICE

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

**REQUEST FOR PROPOSALS FOR THE LEASING, MANAGEMENT, OR PUBLIC PRIVATE
PARTNERSHIP
OF THE
PHOENIX CENTER FACILITY**

If your firm plans to bid on this project, please send an e-mail response to
JMassey@pontiac.mi.us with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

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



Financial Services – Purchasing Division

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on ***Monday, December 16th 2019 at 2:00 pm*** prevailing local time in the City Hall Lion's Den Conference Room at 47450 Woodward Ave for:

LEASING, MANAGEMENT, OR PUBLIC PRIVATE PARTNERSHIP OF THE PHOENIX CENTER FACILITY

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave, Pontiac, MI 48342 by ***2:00 pm December 16th 2019***. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

Sealed bid: ***Leasing, Management, or Public Private Partnership of The Phoenix Center Facility***

For Opening: ***Monday, December 16th 2019 at 2:00 pm***

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

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

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

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

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

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

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the Parking Lot Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan **until 2:00 pm December 16th 2019**, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as **"Leasing, Management, or Private Public Partnership of The Phoenix Center Facility"**, and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac, 47450 Woodward, Pontiac, MI 48342.

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

1.2 Examination of Bid Documents

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

1.3 Withdrawal of Bids

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

1.4 Bid Form

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

1.5 Selection Process

A. Schedule

Given the scope and complexity of this RFP, the City intends to use the following process to request, receive, and evaluate Proposals and select a Proposer:

Process	Proposed Timeline
Proposer's Questions Due to City	December <u>2</u> , 2019 at 5:00pm ET
Responses to Proposer's Questions Posted	December <u>9</u> , 2019 at 5:00pm ET
PROPOSALS DUE	December <u>16</u>, 2019 at 2:00pm ET
Selection Committee Screening of Proposals	Weeks of December <u>23</u> and <u>30</u> , 2019
Notification of Short-Listed Proposers	January <u>3</u> , 2019
Pre-Registration Deadline for Mandatory Tour	January <u>8</u> , 2020
Mandatory Tour	January <u>15</u> , 2020
In-Person Interviews	January <u>16th-17th</u> , 2020
Sealed BAFO Due	January <u>22</u> , 2020
BAFO Evaluation	January <u>24</u> , 2020
Letter of Intent Executed with Selected Proposer	To be Determined
City Council Approval	To be Determined

B. Proposer's Questions

At or before 5:00 pm ET on December 2, 2019, Proposers may submit written requests of clarification of this RFP and/or questions to the City by utilizing the form provided in Appendix 4 of this RFP and submit the completed form via email to [JMassey@pontiac.mi.us]. Written responses to properly submitted, relevant requests for clarification and questions from Proposers will be posted by the City on the City's website or BidNet by 5:00 pm ET on December 9, 2019. **Solicitation of information or contact with any City elected official, appointee, board member, employee, or agent of the City, or other associated personnel concerning this RFP other than through the designated form and process described herein is prohibited and may result in disqualification of the Proposer and its proposal.**

C. Selection Process

The selection of the Proposer will involve a three-part selection process:

1. Round I | Request For Proposals

Proposers must submit Proposals meeting the RFP requirements, which will be evaluated and scored by the Selection Committee. The highest scoring Proposers, the number of which is at the City's discretion, may be short-listed for further evaluation which will include

a mandatory tour of the Phoenix Center (see Section II. C. 2.), an in-person interview with the Selection Committee, and the submission of a Best and Final Offer (BAFO).

2. Round II | Mandatory Tour and In-Person Interview

A short-listed Proposer will be invited to attend a **mandatory** tour of the Phoenix Center to be held on January 15, 2020. Each Proposer member wishing to attend the mandatory tour must **pre-register** by completing the Registration and Release of Liability Form as provided in Appendix 5 of this RFP and submit the completed form via email to [JMassey@pontiac.mi.us] on or before January 8, 2020. Each copy of the Registration and Release of Liability Form can accommodate the signature of one person. **Proposer team members who do not pre-register will not be allowed to attend the tour.**

Pre-registered Proposer members will first meet and check-in for the mandatory tour at the Phoenix Center located at 47251 Woodward Avenue, Pontiac, MI 48342 on the date and time provided in the invitation. The City will provide a guided tour of the Phoenix Center. The tour is expected to last two (2) hour. **At least one member of the Proposer's team must attend the tour. All attendees must pre-register and attend the mandatory tour or their Proposal may be disqualified.**

The short-listed Proposers may also be invited to an in-person interview with the Selection Committee. An invitation letter will be sent via email with the date, time, and location of the interview. The invitation to interview will include a list of questions to be addressed in order at the interview and the form to submit the BAFO. The interview will last for 90 minutes and consist of 60 minutes for presentation and 30 minutes for questions and answers. The Selection Committee will rank the short-listed Proposer's interviews.

At the beginning of the in-person interview, the short-listed Proposer shall submit their completed BAFO in a sealed envelope to the Selection Committee.

3. Round III | Evaluation of BAFO

At a later date, after all short-listed Proposers have concluded their interviews and submitted their sealed BAFOs, the Selection Committee will open, evaluate, and analyze the BAFOs. If necessary, the Selection Committee may ask a short-listed Proposer to clarify its BAFO.

4. Letter of Intent

The City intends to execute a Letter of Intent with the selected Proposer. Should the City be unable to successfully negotiate a lease, management agreement or a public private partnership agreement with the selected Proposer, it reserves the right to cancel the selection and negotiate with the next Proposer. The City also reserves the right to cancel this RFP at any time and reject any and all Proposals at its sole discretion.

1.6 Bid Bond

A bid bond is not required.

1.7 Pre-Bid Meeting

A Pre-Bid Meeting is not required.

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

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

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

2.2 Non-Discrimination

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

2.3 Indemnification

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

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

Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

2.4 Jurisdictional Authority

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

2.5 Severability

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

2.6 Income Taxes

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

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

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.

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

2.7 Compensation and Payment

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

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

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

Payment Terms – Net 30

2.8 General Conditions

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

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection.

All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

2.9 Quotations/Proposals

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals must be submitted utilizing the following format requirements and process:

A. Submission

In responding to this RFP, Proposers must submit the following:

- Five (5) printed originally signed copies of the Proposal
- One (1) electronic PDF copy of the Proposal on a flash drive

Proposals may be disqualified if the printed and electronic copies are not simultaneously submitted by the Due Date and/or if the contents of the Proposals are not the same.

PROPOSALS ARE DUE BY 2:00 PM ET ON December 16, 2019 (Due Date).

Proposals received after the Due Date will not be accepted or will be marked late, unopened, and returned to sender. Copies of the Proposals shall be sealed in an envelope/box containing the Proposals and flash drive and clearly labeled "Request for Proposals – Phoenix Center" and delivered to the following address:

City of Pontiac
Department of Purchasing
47450 Woodward Avenue
Pontiac, MI 48342

B. Format

Proposals should be spiral bound, printed on single-sided 8.5"x11" paper, either portrait or landscape, with a minimum of one-inch margins and a font size of 11-points. For legibility purposes, site plans, schedules, or other relevant proposal documents may be printed on 11"x17" paper folded to be equivalent to 8.5"x11" paper.

C. Criteria

Proposals will be evaluated on the following criteria: 1) Team; 2) Relevant Experience, Certification, and Past Performance; 3) Financial Capabilities; 4) Concept and Design, and; 5) Implementation Strategy, Budget, and Schedule.

The Selection Committee will compile the results of the short-listed Proposers' three scored components: 1) Proposal (weighted 20% of total score); 2) Interview (weighted 30% of total score) and; 3) BAFO (weighted 50% of total score).

D. Content of the Proposal

Proposals must include the following information:

1. Introduction Letter (2 page maximum, excluded from page limit)

The introduction letter should identify each firm included in the Proposer Team, affirmatively commit each firm of the Proposer Team to complete the Project Component the Proposer Team desires to complete. The introduction letter **must be signed by an authorized officer of each firm of the Proposer Team.**

The Proposal should contain responses to the following categories:

2. Proposer Information

Please provide the following information for **each firm** included in the Proposer Team:

a. Company Information

- i. Firm Name
- ii. Contact Person
- iii. Business Address (no P.O. boxes)
- iv. Phone Number
- v. Email Address
- vi. Website (if applicable)
- vii. Type of Business Organization (Corporation, LLC, etc.)
- viii. Number of Years in Business
- ix. Roles and Responsibilities for the Project Component(s)
- x. Identify if the Firm is a Minority Business Enterprise (MBE) or
Disabled Veteran-Owned Business (DVB)

b. Resumes

- i. Please provide the names, resumes, and roles/responsibilities of all individuals who will serve as the key day-to-day contacts for the Project Component(s)

c. Workload and Capacity

- i. Please identify each firm's current commitments and anticipated new engagements throughout the duration of the Project Component
 - ii. Please identify how potential overlap and capacity issues would be addressed to ensure a successful Project Component for the City
- d. Minority Business Enterprise and Disabled Veteran-Owned Business (MBE/DVB) Participation
 - i. Please describe the Proposer Team's goals and action plan to encourage MBE/DVB participation on a Project Component

3. Relevant Experience, Certification, and Past Performance

- a. Demonstration of Experience with All Components of this Project
 - i. Please identify at least three (3) similar or relevant projects, either completed previously or currently under engagement by at least one member firm of the Proposer Team, that includes a parking structure and or amphitheater and matches at least one of the Project Components: 1) Lease; 2) Management Agreement, and/or; 3) Public Private Partnership (P3), if the Proposal includes such aspect.
 - ii. For each of the projects listed in 3. a. i. above:
 - 1. Describe the Proposer Team's roles and responsibilities, and;
 - 2. Provide an end-user reference (name, title, company/municipality, telephone number, and email address)

4. Financial Capabilities and Other Required Documents

Proposals must address the Team's financial capability or provide a viable alternative to meet the City's obligations under the Agreement and to complete the Project Components by demonstrating:

- a. Recent experience securing financing for project(s) of similar size and complexity, specifically; satisfactory evidence of having obtained financing for project(s) with a total cost of \$20 million or more in the last five (5) years
- b. Letter(s) of interest from potential lenders
- c. Ability to obtain sufficient bonding capacity and insurance for the Project Component
- d. Balance sheet and evidence of cash and/or cash equivalents (e.g. working capital) sufficient to implement the Project Component
- e. Attestation that no member firm of the Proposer Team has filed for bankruptcy in the last ten (10) years or is currently in bankruptcy

- f. List and explanation of any litigations arising from similar projects within the last 10 years.

5. Concept and Utilization of the Phoenix Center Facility

Proposals must include an overall master plan Phoenix Center Facility that incorporates its highest and best use and maximizes value to the City. This master plan should describe:

- a. Use mix that maximizes value to the City and is economically viable;
- b. Parking and Transit Oriented Features that meet City needs and provide value;
- c. Community Connectivity,
- d. Sustainable Utilization,
- e. How the new facility fits into the surrounding area and community, and
- f. How the Phoenix Center Facility compliments other municipal or commercial services.

6. Implementation Strategy, Budget, and Schedule

Proposals must outline the Proposer's strategy and method to implement the Project including:

- a. Project Component Phasing, Construction Schedule, and Occupancy/Utilization;
- b. Project Budget, Proforma, and Cash Flow Projections;
- c. Estimates of the Overall Economic Impact of this Project, and;
- d. Current Zoning, Path for Public Approvals, and Community Outreach Plan.

2.10 Minor Deviations

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

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

2.11 Bonds and Insurance

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

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

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

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 10,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac at the time the contracts are returned by for execution, certificates and policies as listed below:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. If so requested, Certified Copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Pontiac at least ten (10) days prior to the expiration date.

2.12 Performance Bond

No performance bond shall be required.

2.13 Payment Bond

No payment bond shall be required.

2.14 Maintenance and Guarantee Bond

No maintenance and guarantee bond shall be required.

2.15 Subcontracting

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

3. DESCRIPTION OF SERVICES

3.1 BACKGROUND AND OVERVIEW

On November 1, 2018, the City of Pontiac, County of Oakland, State of Michigan (the "City") was party to certain lawsuits in the Oakland County Circuit Court (case nos. 2012-130331-CH and 2014-139761-CH and entered into a Settlement Agreement and Release (the "Agreement") by and among Ottawa Tower II, LLC and North Bay Drywall, Inc. Profit Sharing Plan & Trust (the

“Plaintiff”) and the City, Louis Schimmel, former Emergency Manager of the City, Oakland County, and Oakland County Building Authority (the “Defendants”). The terms of the Agreement require the City to make certain improvements to the Phoenix Center consisting of a parking garage, amphitheater, and plaza (the “Phoenix Center”). The Signature Copy of the Agreement is included at Appendix 1 of this Request for.

Pursuant to the following resolutions duly adopted by the City Council of the City on September 10, 2019, the Mayor of the City is authorized to issue a Request for Proposals to invite qualified parties to submit proposals to:

1. Lease the Phoenix Center; see Resolution 19-467 in Appendix 2.1 or on the City’s website [\[click here\]](#);
2. Manage the Phoenix Center; see Resolution 19-468 in Appendix 2.2 or on the City’s website [\[click here\]](#); or
3. Enter into a Public Private Partnership for the Phoenix Center; see Resolution 19-469 in Appendix 2.3 or on the City’s website [\[click here\]](#).

The following Request for Proposals (RFP) is being issued by the City through its Department of Purchasing for potential qualified development teams, joint ventures, or parties (a “Proposer”) to:

1. Lease the Phoenix Center;
2. Manage the Phoenix Center; or
3. Enter into a Public Private Partnership for the Phoenix Center.

A Proposer may submit a proposal for one or all of the above requests.

The City is seeking cost-effective Proposals that detail the Proposer’s: qualifications; relevant and proven experience with parking and or entertainment facilities; financial capability; design, construction, and development approach; and implementation strategy that meets or exceeds the City’s requirements as outlined in this RFP. The selected Proposer must:

- Understand the City’s obligations under the Agreement
- Understand the principles and goals identified in this RFP
- Assign a team of professionals with demonstrated experience of working together
- Possess the capacity to manage a parking garage and or an amphitheater
- Add/maximize value in the management, design, development, construction, and or delivery of a high-quality amphitheater and parking garage
- Possess the capacity to secure the required financing, if necessary, to comply, at a minimum, with the obligations described in the Agreement

A. Scope

The existing Phoenix Center located in the downtown business district of the City of Pontiac consists of a parking structure having 2,250 parking spaces in 874,000 square feet and an amphitheater located atop the parking structure consists of a stage, seating for 1,000, and concession stands in 292,000 square feet. The Phoenix Center is owned by the City but has been closed since 2011.

With the execution of the Agreement and the adoption of the resolutions by City Council, the City would like to maximize the utilization and positive net revenue generation of the Phoenix Center by soliciting proposals for the leasing, management, and or entering into a public private partnership with a Proposer. Accordingly, the City intends to evaluate proposals received from qualified Proposers that meet the needs and expectations outlined in this RFP.

B. Project Status

Since the Phoenix Center has been shuttered since 2011, the City commissioned a facility assessment of the existing Phoenix Center Parking Deck and Rooftop Amphitheater, for the purpose of evaluating and identifying items which require renewal, repair, upgrades or replacement. Field survey work was conducted on August 7, 2018, August 21, 2018 and August 24, 2018 by Integrated Design Solutions, LLC (IDS). The facility was surveyed with the assistance of City personnel.

The Facility Condition Assessment dated September 2018 and revised October 8, 2018 (the "FCA") compiled a list of all deficient structural, architectural, mechanical and electrical items that, in IDS's professional opinion, would require replacement, enhancement and/or repair in order to meet the goals of preserving and improving the assets of the Phoenix Center. Itemized deficiencies listed in the table below are not meant to change the facility layouts or functions. Furthermore, IDS did not perform any forensic evaluations or destructive testing. A copy of the FCA is in Appendix 3.

Cost Summary of Phoenix Center Facility Condition Assessment (October 8, 2018)

Category	Parking Deck	Amphitheater	Total Cost
Structural	\$1,728,837	\$0	\$1,728,837
Architectural	\$2,992,894	\$426,981	\$3,419,875
Mechanical	\$1,506,845	\$465,185	\$1,972,030
Electrical	\$3,939,512	\$565,800	\$4,505,312
Soft Cost (includes Contingency)	\$4,448,697	\$510,288	\$4,958,985
Total Project Cost	\$14,616,785	\$1,968,254	\$16,585,039

Project Components

Proposals in response to this RFP must address how it will deliver at least one of the following Project Components:

1. Lease the Phoenix Center Facility

The City would receive a Proposal from a Proposer to lease the Phoenix Center Facility for an initial period and renewal periods as mutually agreed to between the City and the Proposer on a triple net basis which provides the City with the maximum, positive revenue on an annual basis. The lessee would be responsible or provide a viable alternative to perform the City's obligations under the Agreement and facilitate any other operations and improvements to make the Phoenix Center functional.

2. Manage the Phoenix Center Facility

The City would receive a Proposal from a Proposer to manage the Phoenix Center Facility for an initial period and renewal periods as mutually agreed to between the City and the Proposer for the parking structure and or the amphitheater on a triple net basis which provides the City with the maximum, positive revenue on an annual basis. The Proposer would be responsible or provide a viable alternative to perform the City's obligations under the Agreement and facilitate any other operations and improvements to make the Phoenix Center functional.

3. Public Private Partnership (P3)

The City would receive a Proposal from a Proposer to enter into a Public Private Partnership for the Phoenix Center Facility which provides the City with the maximum, positive revenue on an annual basis. The Proposer would be responsible or provide a viable alternative to perform the City's obligations under the Agreement and facilitate any other improvements to make the Phoenix Center functional.

3.2 TERM OF CONTRACT

The length of contract shall be proposed by the contractor with an explanation of the basis of proposal. City hall shall have the option to extend the contract at its discretion, subject to mutual agreement in writing by the parties.

3.3 NON-ASSIGNMENT OR TRANSFER

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

3.4 CITY RULES

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

3.5 PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

4. OTHER CONSIDERATIONS AND RESERVATION OF RIGHTS

4.1 OTHER CONSIDERATIONS

1. Procuring and Contracting Agency

The City's Department of Purchasing is the authorized agent for this Project. The City Council will authorize the final selection made for the Project. All negotiations relative to this Project may only be conducted with the City's designated contact.

2. Lease, Management, or Public Private Partnership Agreement

To facilitate the maximum, annual, net positive revenue to the City, the Proposer should address and show how the Proposal meets or exceeds each of the following characteristics, if applicable, which are critical in the evaluation and award process. Notwithstanding, the City reserves the right to change the legal mechanism used to execute an agreement to deliver this Project.

- a. Lease Rate: The lease rate shall be quoted as a triple net (NNN) rate based upon a 20-year lease period with two (2), 5-year renewal options. The proposed rental rate should not include general operating expenses including, but not limited to, utilities, common area maintenance and repairs, grounds maintenance and repairs, property taxes, etc.
- b. Capital Expenditures: Lessee will be responsible for all capital expenditures and maintaining a capital reserve fund.

3. Prevailing Wage

The Proposer shall comply with prevailing wage requirements, if applicable.

4. Minority Business Enterprise and Disabled Veteran-Owned Business (MBE/DVB) Participation

Minority Business Enterprises (MBE) and Disabled Veteran Owned Businesses (DVB) are encouraged to respond to this RFP. Provide MBE or DVB certification as an appendix to your proposal.

4.2 RESERVATION OF RIGHTS

The City reserves the right, in its sole and absolute discretion and as it may deem necessary, appropriate, or beneficial to the City with respect to the RFP, to:

- Cancel, withdraw, or modify the RFP
- Modify or issue clarifications to the RFP prior to the Proposal Due Date; in the event the RFP is modified it will be posted on the City's website or BidNet and all Proposers will be provided a chance to revise their Proposals
- Request submission of additional information from some or all Proposers following its review of one or more Proposals
- Waive any irregularity or defect in any submission
- Reject any Proposals it deems incomplete or unresponsive to the RFP requirements
- Reject all Proposals that are submitted
- Reissue the original RFP, issue a modified RFP, or issue a new RFP, whether any Proposals have been received in response to the initial RFP.

1. Site Conditions

The Phoenix Center facility is "as-is" condition, without representation or warranty as to physical or environmental condition of the land or any existing structure.

The City makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of any work, re-development, or construction of the property.

2. Predevelopment and Development Costs

The City is not liable for any costs incurred by a Proposer in replying to this RFP.

In addition, Proposers should be aware of the following:

- a. Proposers should draw independent conclusions concerning conditions that may affect the methods or cost of development or management of the Phoenix Center;
- b. Proposer shall be solely responsible for all pre-development (including demolition of existing improvements and due diligence studies such as traffic, geotechnical, storm water management, and other site preparations) and development costs associated with the Project;

- c. Proposer shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time, and;
- d. All equity and self-funded project pre-development money expended by a Proposer is at the sole risk of the Proposer. The City shall under no circumstances be responsible to reimburse same, whether pre- or post-selection.

3. Change in Proposer's Information

If there are any changes to any of Proposer's team members or new financial information, the Proposer must notify the City in writing and provide updated information in the same format as prescribed in the RFP for the appropriate section of the Proposal. The City reserves the right to evaluate the modified Proposal, eliminate the Proposer from further consideration, or take other action as City may deem appropriate.

4. Ownership and Use of Proposal

Once submitted, all Proposals shall be the property of the City. The City may use any and all ideas and materials included in any Proposal, whether the Proposal is selected or rejected.

5. Communications with Media, Government Agencies, and Community

The Proposers shall not initiate or pursue any discussions or communications with the media, government agencies, and/or the community relating to the Project without first coordinating with and receiving the approval of the City.

6. Selection Non-Binding

The City's selection of a Proposer indicates only its intent to negotiate with the selected Proposer, and the selection does not constitute a commitment by the City to execute a final agreement or contract with that Proposer. Proposers therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on any action by the City, or its contractor, representative, or employee's actions for any costs or liabilities incurred as a result of responding to this RFP.

7. Freedom of Information

All information in a Proposer's Proposal is subject to the provisions of Michigan's Freedom of Information Act (Act 442 of 1976, as amended) [[click here](#)]. Any information or data in the Proposal that the Proposer claims as proprietary and confidential and should not be disclosed by the City to third parties shall be clearly identified in their Proposal (each page shall be marked as "Proprietary and Confidential") and specified on the Designation of Confidential and Proprietary Information Form as provided in Appendix 6 of this RFP.

8. State Law

Any agreement between the City and the successful Proposer arising from this RFP will be governed, construed, and interpreted in accordance with the laws of the State of Michigan. Proposers are advised that under such laws, the City will not indemnify the successful Proposer against claims, demands, suits, actions, proceedings, liabilities, damages, losses, costs, or expenses of any kind by reason of injury or death to any person or for property damage arising out of or relating to the work to be performed.

THIS ENDS THE ABOVE SECTION

FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2019

To All Here Present:

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

NOTE: This proposal is solicited on a unit price or lump sum for work actually completed.

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

BIDDER ACKNOWLEDGES RECEIPT OF ANY ADDENDUM: (if issued)

ADDENDUM NO: _____ Dated: _____

Bid amounts are to be expressed as a unit price on a per cut basis as specified in the Bid Proposal Form. Bid Prices are to include cost of all labor, materials, equipment, insurance and bonds necessary to comply and perform under these specifications. Prices for individual properties may be requested for selected properties.

Related Project Experience:

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last t (5) years:

1) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

2) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

3) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

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

CITY OF PONTIAC - BID PROPOSAL

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

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

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX# _____

Federal Tax Identification Number: _____

Date: _____

SIGNATURE COPY: 11/01/2018

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into effective as of the 1 day of November, 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 ("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 Building Authority held title to the Phoenix Center. However, during the pendency of the case, the Building Authority 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 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. The City represents that no approval is required from the State of Michigan, the Michigan Department of Treasury or any Transition Advisory Board.

2.0 CONSENT JUDGMENT, DISCHARGE OF LIENS AND DISMISSAL OF OAKLAND COUNTY DEFENDANTS.

2.1 The Parties agree that the consent judgment in substantially the same form attached hereto as Exhibit 1 (the "Consent Judgment") and the Stipulation and Order for Dismissal With Prejudice as to Defendants Oakland County and Oakland County Building Authority, only, also attached as Exhibit 1 shall be submitted to the Court for entry upon execution of this Agreement in resolution of all pending claims and closes Case No. 12-130331-CH. The Stipulated Order for Dismissal also attached hereto as Exhibit 1 shall be submitted to the Court for entry upon execution of this Agreement in resolution of all pending claims and closes Case No. 14-139761-CC. Prior to submission of the Consent Judgment and the Stipulated Order for Dismissal to the Court, the City shall pay in full to Plaintiffs' counsel the settlement payments as set forth in Section 3.1.1, 3.1.3, and the first installment payment set forth in Section 3.1.2. Plaintiffs' counsel shall hold the settlement payments in escrow in the Maddin Hauser Roth & Heller, PC-IOLTA Client Trust Account until the Consent Judgment and the Stipulated Order of Dismissal are entered by the court and, upon entry, Plaintiffs' counsel is authorized to disburse the settlement payments to Plaintiffs. 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, 3.1.3 and the first installment payment set forth in Section 3.1.2 and disbursement of such funds to Plaintiffs, 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 the Consent Judgment to be entered in 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 the Stipulated Order attached as Exhibit 1 to close the 2014 Case.

3.2 To secure all or a portion of the payments due to Plaintiffs in Section 3.1.2. above, the City reserves the right to issue its judgment bonds (the "Judgment Bonds") in an amount sufficient to pay all or a portion of the costs described in Section 3.1.2 above, plus the costs of issuance of the Judgment Bonds. The issuance of any Judgment Bonds shall not have any effect on the timing of payments due under 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 MAINTENANCE, REPAIR AND IMPROVEMENTS TO 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 (i) maintenance of (the "Maintenance") and (ii) capital repair of and improvements to (the "Improvements" and together with the Maintenance, the "Work"), the Phoenix Center 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"). Only the portions of the Work that are Improvements may be paid for with the bond proceeds.

6.3 The Work that the City commits to make shall include all electrical, lighting, elevator and structural repairs and improvements 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 2 attached hereto. The Work 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 2 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 2** 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 performing the Work to 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.

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 3** 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 4**. The City shall install a card-reader system (or equivalent) and thereafter issue parking cards to the Ottawa Towers as set forth on **Exhibit 4**. 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 4**.

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 5**, 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

date the City undertakes the sole day-to-day property management activities for the Deck, Tunnel, and Plaza as described on **Exhibit 5**; 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, all to be at 10% overhead and 10% profit. 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 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 6**. 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 such rights are set forth in the Amended Declaration of Easements attached as **Exhibit 3**.

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: The City of Pontiac
Attn: John Balint, Director of Public Works
47450 Woodward Ave.
Pontiac, MI 48342
Email: jbalint@pontiac.mi.us

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

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

With a copy to: Maddin Hauser Roth & Heller, PC
Attn: Steven D. Sallen, Esq.

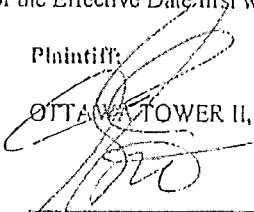
SIGNATURE COPY: 11/01/2018

28400 Northwestern Hwy., Suite 200
Southfield, MI 48034
Email: ssallen@maddinhauser.com

SIGNATURE COPY: 11/01/2018

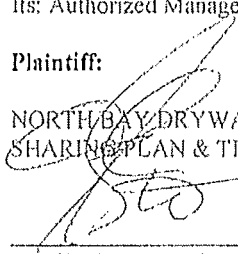
IN WITNESS WHEREOF, the Parties acknowledge and agree that each is acting of their own free will to cause the execution of this Agreement as of the Effective Date first written above.

Plaintiff:


OTTAWA TOWER II, LLC

By: Charles R. Stephens
Its: Authorized Manager

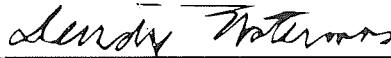
Plaintiff:


NORTH BAY DRYWALL, INC. PROFIT
SHARING PLAN & TRUST

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



By: Deirdre Waterman
Its: Mayor, duly authorized and approved by City
Council Resolution No. 18-406
approved 10/30, 2018

OAKLAND COUNTY

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

OAKLAND COUNTY BUILDING
AUTHORITY

By:
Its:

SIGNATURE COPY: 11/01/2018

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.

Plaintiff:

OTTAWA TOWER II, LLC

By: Charles R. Stephens
Its: Authorized Manager

Plaintiff:

NORTH BAY DRYWALL, INC. PROFIT
SHARING PLAN & TRUST

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

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

OAKLAND COUNTY

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

Corporation Counsel

OAKLAND COUNTY BUILDING
AUTHORITY

By: ~~Jay Shah~~ *Andy Meisner*
Vice-Chairperson ~~Chairperson~~, Oakland
County Building Authority

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.

**CONSENT
JUDGMENT**

CITY OF PONTIAC, a Michigan Municipal
Corporation, LOUIS SCHIMMEL, an individual
acting as the Emergency Manager of the City of
Pontiac,

Defendants/Counter-Plaintiffs.

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

JOHN C. CLARK (P51356)
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

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

CONSENT JUDGMENT

WHEREAS, Ottawa Towers II, LLC, a Michigan Limited Liability Company, and North Bay Drywall, Inc. Profit Sharing Plan & Trust, a California Pension and Profit Sharing Trust (collectively "Plaintiffs") have entered into a Settlement Agreement with Defendants City of Pontiac, a Michigan Municipal Corporation, and Louis Schimmel, an individual acting as the Emergency Manager of the City of Pontiac, , that results in a full and complete resolution of all claims pled by all Parties in this action ;

WHEREAS, the terms of the Settlement Agreement call for:

- (a) Defendant City of Pontiac to pay Plaintiffs the amounts set forth therein, of which \$7,350,000 (the "Cash Settlement Amount") represents payment in consideration of the discharge of liens and encumbrances on the Phoenix Center and the payment of attorneys' fees;
- (b) Defendant City of Pontiac to pay Plaintiffs the Cash Settlement Amount in the amounts, and at the times, specified in the Settlement Agreement;
- (c) Plaintiffs to dismiss the above-captioned action, and waive and release all claims as set forth in the Settlement Agreement upon payment as provided therein; and
- (d) A provision authorizing Defendant City of Pontiac to issue bonds pursuant to MCL §600.6097 for the purposes of paying all or a portion of the Cash Settlement Amount.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

- 1. The Settlement Agreement is hereby approved;
- 2. Judgment is entered in favor of Plaintiffs and against Defendant City of Pontiac in the amount of \$7,350,000 (inclusive of attorney fees and all taxable or other costs);
- 3. This Consent Judgment constitutes a judgment under the Revised Judicature Act;

4. This Consent Judgment authorizes Defendant City of Pontiac, if it so determines, to issue bonds pursuant to MCL § 600.6097 (Section 6097 of the Revised Judicature Act), or such other applicable statute, in an amount sufficient and necessary to pay all or a portion of the amounts set forth in Paragraph 2, above, plus the costs of issuance thereof.

This Consent Judgment resolves all pending claims in this matter and closes this 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

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 November 1, 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 \$7,350,000.00, 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 November 14, 2018.

Deirdre Waterman

City of Pontiac

By: Deirdre Waterman

Its: Mayor, duly authorized and approved by

City Council Resolution No. 18-406

Approved 10/30, 2018

STATE OF MICHIGAN)

) ss:

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14 day of Nov., 2018 by Deirdre Waterman, as Mayor of the City of Pontiac.

Sheila R. Grandison Notary Public
Oakland County, Michigan

Acting in the County of

My commission expires 8/27/2019

SHEILA R. GRANDISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Aug. 27, 2019
Acting in the County of Oakland

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,

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

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 OF
DEFENDANTS' RENEWED MOTION FOR REIMBURSEMENT OF FEES AND COSTS**

THIS MATTER is before the court by Defendants' Renewed Motion for Reimbursement
of Fees and Costs; and upon the stipulation of counsel for the parties and with the Court being

duly advised that the parties have now settled the only remaining issue in this case pursuant to the terms of a Settlement Agreement, and with the Court being otherwise advised in the premises:

IT IS HEREBY ORDERED that Defendants Renewed Motion for Reimbursement of Fees and Costs is dismissed and all claims by Defendants for attorney fees and costs under MCL 213.66 or any other applicable statute or court rule have now been satisfied.

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/ Thomas J. McCarthy

Thomas J. McCarthy (P36755)
Attorney for Plaintiff

/s/ Michelle C. Harrell

Michelle C. Harrell (P48768)
Attorney for Defendants

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,

Plaintiffs/Cross Defendants,

-vs-

Case No. 12-130331-CH

Hon. Michael Warren

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/Cross Plaintiffs.

**STIPULATED ORDER FOR
DISMISSAL WITH PREJUDICE
AND WITHOUT COSTS OR
FEES AS TO DEFENDANTS
COUNTY OF OAKLAND AND
OAKLAND COUNTY BUILDING
AUTHORITY ONLY**

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BRIAN A. NETTLEINGHAM (P58966)
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Co-Counsel for Plaintiffs
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**STIPULATED ORDER FOR DISMISSAL WITH PREJUDICE AND
WITHOUT COSTS OR FEES AS TO DEFENDANTS COUNTY
OF OAKLAND AND OAKLAND COUNTY BUILDING
AUTHORITY ONLY**

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 as to Defendants Oakland County and Oakland County Building Authority only.

This is not a Final Order and does not resolve the last pending claim or close the case.

Circuit Court Judge

I hereby stipulate to the entry of the above Order.

MICHELLE C. HARRELL (P48768)
BRIAN A. NETTLEINGHAM (P58966)
MADDIN HAUSER WARTELL ROTH
& HELLER PC
Attorneys for Plaintiff

DAVID B. TIMMIS (P40539)
CHRISTIAN E. HILDEBRANDT (P46989)
VANDEVEER GARZIA, P.C.
Attorneys for Defendant Oakland County

J. TRAVIS MIHELICK (P73050)
JOHN C. CLARK (P51356)
STEPHEN J. HITCHCOCK (P15005)
JOHN L. MILLER (P71913)
Attorneys for Pontiac and Schimmel

EXHIBIT 2 – SCHEDULE OF IMPROVEMENTS

- (A) The City shall pay up to Six Million (\$6,000,000) Dollars to do all Maintenance and Improvements (as such terms are defined in the Settlement Agreement) 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) Maintenance and Improvements to the third (3rd) 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 Maintenance and Improvements 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 twelve (12) months of the date that City is served written notice of such lease execution ("Notice of Lease"), complete the following Maintenance and Improvements to the Deck:
- 1) all electrical and structural Maintenance and Improvements on the south side of the Deck;
 - 2) two elevators on the south side of the Deck;
 - 3) make both electrical and structural Maintenance and Improvements to have the 3rd 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 the fire suppression service pumping equipment from the 31 Judson Tower. There are 175 parking spaces within this secured parking area on the second floor of the Deck; the City agrees to provide 175 parking spaces within the Deck, free of charge to the owner of the 31 Judson Tower, their tenants and employees, until such time as City completes the work to disconnect/reconnect the fire suppression system as above described.

EXHIBIT 3 – 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 November, 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 foregoing, 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: 11/14, 2018

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

By: Deirdre Waterman
Dr. Deirdre Waterman

Its: Mayor

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

Acknowledged before me on 11/14, 2018, by Dr. Deirdre Waterman, Mayor, for the
City of Pontiac.

[SEAL]

Sheila R. Granichan
_____, Notary Public
Oakland County, Michigan
Acting in Oakland County, MI
My Commission Expires: 8/27/2019

Dated: November 1, 2018

PLEASE SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGEMENT FORM

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

By: Charles Stephens
Its: Trustee

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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

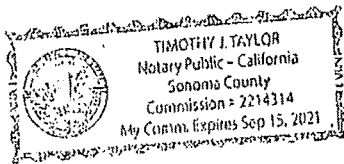
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sonoma)
 On 11-1-18 before me, Timothy J. Taylor Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Charles Stephens
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amended to declaration of escheat

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Dated: November 1, 2018

PLEASE SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGEMENT FORM

OTTAWA TOWER II, LLC, a Michigan
limited liability company

By: [Signature]
Charles Stephens
Its: MANAGER

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, 2nd Floor
Southfield, Michigan 48034
248-827-1861

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

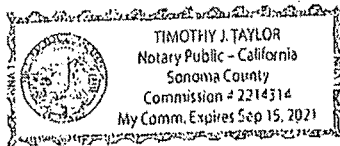
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State of California)
 County of Sonoma)
 On 11-1-18 before me, Timothy T. Taylor Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Charles Stephens
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document:
 Title or Type of Document: Amendment to declaration of trust
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT 4 –PARKING AGREEMENT

PARKING AGREEMENT

This Agreement is entered into effective as of November ____, 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 and six (6) months 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 1,183 cards 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 618 cards. If Plaintiffs or any subsequent owners of Plaintiffs' buildings require any replacement cards in excess of 1,800, 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 owners to any party other than Plaintiffs 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: 11/14, 2018

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

By: Deirdre Waterman
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: November 1, 2018

PLEASE SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGEMENT FORM

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

By: _____
Charles Stephens
Its: Trustee

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: November 1, 2018

PLEASE SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGEMENT FORM

OTTAWA TOWER II, LLC, a Michigan
limited liability company

By: _____
Charles Stephens
Its: Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

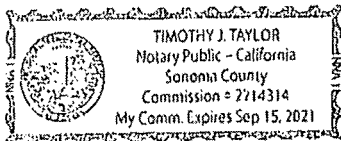
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sonoma)
 On 11-1-18 before me, Timothy J. Taylor Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Charles Stephens
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Packaging Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

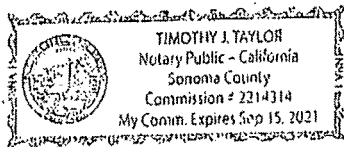
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State of California)
 County of Sonoma)
 On 11-1-18 before me, Timothy J. Taylor Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Charles Stephens
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Parking Agreement
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

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, 2nd Floor
Southfield, Michigan 48034
248-827-1861

EXHIBIT 5 – 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 the 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 6
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: 11/14, 2018

GRANTOR:

CITY OF PONTIAC,
a Michigan Municipal Corporation

By: Deirdre Waterman
Deirdre Waterman

Its: Mayor

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me 11/14, 2018 by Deirdre Waterman, the Mayor of the City of Pontiac.

Sheila R. Grandison

Notary Public, Oakland County, MI
My Commission Expires: 8/27/2019

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

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

SHEILA R. GRANDISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Aug. 27, 2019
Acting Notary County of Oakland

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

Appendix 2 – Authorizing Resolutions to Issue Request for Proposals

2.1 Resolution 19-467 | Leasing of the Phoenix Center

Pontiac City Council Resolution



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.

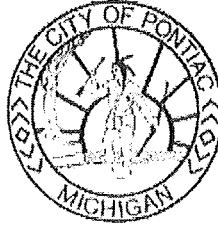
I, Sheila R. Grandison, Deputy City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on September 10, 2019.


SHEILA R. GRANDISON, Deputy City Clerk

November 21, 2019



Pontiac City Council Resolution



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

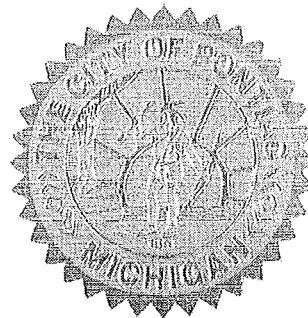
No: Carter

Resolution Passed.

I, Sheila R. Grandison, Deputy 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 September 10, 2019.


SHEILA R. GRANDISON, Deputy City Clerk

November 21, 2019



2.3 Resolution 19-469 | Public Private Partnership for the Phoenix Center

Pontiac City Council Resolution



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.

I, Sheila R. Grandison, Deputy 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 September 10, 2019.



SHEILA R. GRANDISON, Deputy City Clerk



November 21, 2019

Appendix 3 – Facility Condition Assessment

Phoenix Center Parking Deck and Rooftop Amphitheater
Facility Condition Assessment
September 2018
Revised October 2, 2018

City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan

IDS Project No. 18193-1000

Introduction

Integrated Design Solutions, LLC (IDS) was commissioned by the City of Pontiac to conduct a facility assessment of the existing Phoenix Center Parking Deck and Rooftop Amphitheater, for the purpose of evaluating and identifying items which require renewal, repair, upgrades or replacement. Field survey work was conducted on August 7, 2018, August 21, 2018 and August 24, 2018. The facility was surveyed with the assistance of City of Pontiac personnel.

The report compiled a list of all deficient structural, architectural, mechanical and electrical items that, in our professional opinion, would require replacement, enhancement and/or repair in order to meet the goals of preserving and improving the assets of the facility. Itemized deficiencies are not meant to change the facility layouts or functions.

The IDS survey team has reviewed all documents provided by the City of Pontiac. The findings are limited to the information provided within the site and by facility personnel during the site visit. Additionally, there were no forensic evaluations or destructive testing of any kind performed.

The IDS survey team evaluated each deficiency discovered during the survey period and assigned a score. The scores range from the most critical items that are considered to be a hazard to life, health or safety to the least critical, such as aesthetics.

Facility Overview

Use.....Rooftop Amphitheater and Parking Deck
Parking Deck Year Built 1980/1981
Amphitheater Year Built2000
Parking Deck Area874,000 square feet
Amphitheater Area292,000 square feet

Findings

The assessment recommends multiple repairs that include both short-term and long-term items that address the improvement goals of the facility. The recommendations should not be construed as meaning the entire building is deficient. Rather, over time, the systems upgrades have not kept pace with comparable facilities. Additionally, the facility has been subject to vandalization and several systems have been scavenged.

The following is a summary of recommended repairs/corrections identified in the assessment:

Structural

- Repair failed post tension cables.
- Replace precast concrete panel supports.

Architectural

- Replace elevators.
- Replace corroded doors and frames.
- Replace damaged interior finishes.
- Replace roofing systems.

Mechanical

- Replace above ground storm drainage system.
- Replace above ground sanitary drainage system.
- Replace plumbing fixtures.
- Replace HVAC systems, including heaters, furnaces and fans.
- Replace domestic water system.

Fire Protection

- Replace diesel fire pump.
- Replace standpipe water service pit.

Electrical

- Replace parking garage primary system.
- Replace substations.
- Replace lighting systems.
- Replace emergency power generation system.
- Replace fire alarm system.
- Replace telephone/data systems and wiring.
- Replace security system.
- Replace existing electrical devices, conduits and wiring.

Prioritization and Cost

"Scores" have been assigned to each item; providing a proposed order of implementation. Therefore, an item with a score of 1 should be implemented within a first phase of construction, and a score of 3 would be implemented in a final phase of construction. Additionally, the score categorizes the urgency of need; ranging from Critical (Level 1) to Recommended (Level 3).

Scores are:

Level 1: Critical (1-3 years)

Includes all immediate scope to preserve the building structure and envelope, provide major electrical, HVAC, and plumbing infrastructure systems, and provide a safe environment for occupants.

Level 2: Necessary (4-6 years)

Includes deferred scope relating to safety and security required to make or keep the building functional for occupant use. If not accomplished in the near future, additional function could be lost and greater expense incurred.

Level 3: Recommended (+7 years)

Includes work that is not as time sensitive as items listed in Levels 1 and 2. This scope of work should be appropriately planned and budgeted for. If not accomplished, these items could lead to future failure of equipment and deterioration of property, loss of equipment efficiency, higher utility expenses and increased maintenance costs. This work is essential to protect, preserve, or restore facilities and equipment over the long term.

Additional estimates of probable costs were calculated for each deficiency. The following tables summarize the estimated costs to correct the identified deficiencies based on the "category" of the deficiency and the "score" of the deficiency.

Tables and graphs for the Parking Deck, the Amphitheater and the entire facility are provided.

Forensic Investigation

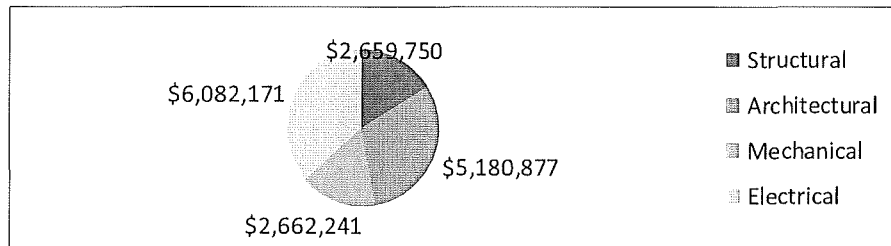
In addition to the assessment, a forensic investigation has been commissioned to determine the cause of the post tension cable failures which continue to occur in the parking structure deck. Walker Consultants has been retained to perform the investigation. Additional repairs and preventative measures were recommended in their investigative report. The associated costs for these recommendations have been incorporated in this summary.

Phoenix Center Parking Deck and Rooftop Amphitheater

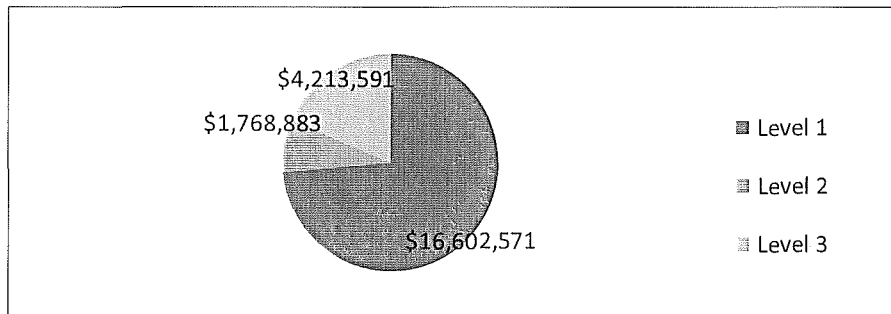
Summary

Building	2018 Construction Costs (No Mark-ups)				Sub Total	35% Project Mark-ups & Fees	2018 Project Costs
	Structural	Architectural	Mechanical	Electrical			
Phoenix Center Parking Deck and Rooftop Amphitheater	\$ 1,728,837	\$ 3,367,570	\$ 1,972,030	\$ 4,505,312	\$ 11,573,749	\$ 5,011,290	\$ 16,585,039
35% Project Mark-ups & Fees	\$ 930,913	\$ 1,813,307	\$ 690,211	\$ 1,576,859	\$ 5,011,290		
Grand Total	\$ 2,659,750	\$ 5,180,877	\$ 2,662,241	\$ 6,082,171	\$ 16,585,039		

Deficiencies by Category Type



Deficiencies by Score

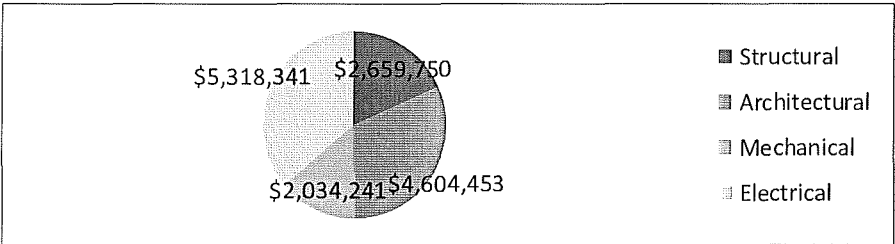


Phoenix Center Parking Deck

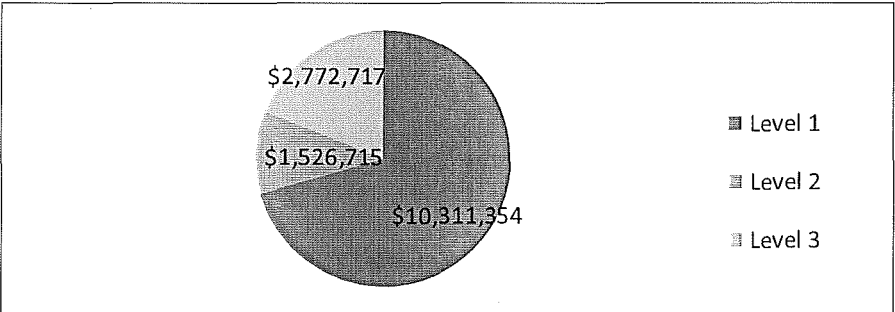
Summary

Building	2018 Construction Costs (No Mark-ups)				Sub Total	35% Project Mark-ups & Fees	2018 Project Costs
	Structural	Architectural	Mechanical	Electrical			
Phoenix Center Parking Deck	\$ 1,728,837	\$ 2,992,894	\$ 1,506,845	\$ 3,939,512	\$ 10,168,088	\$ 4,448,697	\$ 14,616,785
35% Project Mark-ups & Fees	\$ 930,913	\$ 1,611,559	\$ 527,396	\$ 1,378,829	\$ 4,448,697		
Grand Total	\$ 2,659,750	\$ 4,604,453	\$ 2,034,241	\$ 5,318,341	\$ 14,616,785		

Deficiencies by Category Type



Deficiencies by Score

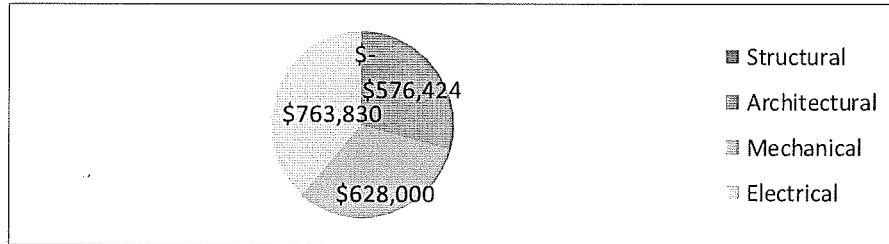


Phoenix Center Rooftop Amphitheater

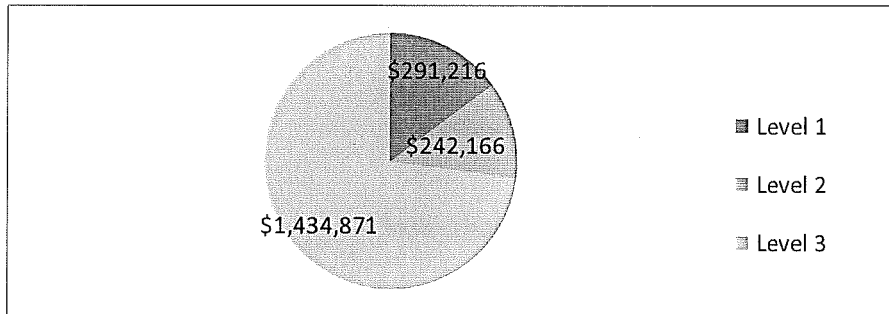
Summary

Building	2018 Construction Costs (No Mark-ups)				Sub Total	35% Project Mark-ups & Fees	2018 Project Costs
	Structural	Architectural	Mechanical	Electrical			
Phoenix Center Rooftop Amphitheater	\$ -	\$ 426,981	\$ 465,185	\$ 565,800	\$ 1,457,965	\$ 510,288	\$ 1,968,253
35% Project Mark-ups & Fees	\$ -	\$ 149,443	\$ 162,815	\$ 198,030	\$ 510,288		
Grand Total	\$ -	\$ 576,424	\$ 628,000	\$ 763,830	\$ 1,968,253		

Deficiencies by Category Type



Deficiencies by Score



Appendix 4 – Form to Submit Proposer's Questions

Instructions: At or before **5:00 pm ET on December 2, 2019**, Proposers may submit written requests for clarification of this RFP and/or questions to the City by utilizing this form. Please submit the completed form via email to [JMassey@pontiac.mi.us]. Written responses to properly submitted relevant requests for clarification and/or questions from Proposers will be posted by the City's website or BidNet by 5:00 pm ET on December 9, 2019. **Solicitation of information or contact with any City elected official, appointee, board member, employee, or agent of the City, or other associated personnel concerning this RFP other than through the designated form and process described herein is prohibited and may result in disqualification of the Proposer and its proposal.**

* * *

Contact Information: All fields must be completed by the Proposer submitting the form.

Name (Please Print): _____

Proposer Team: _____

Company/Affiliation: _____

Email Address: _____

Telephone Number: _____

RFP Section/ Appendix No.	Page No.	Request for Clarification and/or Question

Appendix 5 – Registration and Release of Liability Form

Instructions: Any Proposer that submitted a Proposal and intends to submit a Best and Final Offer (BAFO) must attend a **mandatory** tour of the Phoenix Center Facility to be held on **January 15, 2020 at 1:00 pm ET**. Each Proposer member wishing to attend the mandatory tour **must pre-register** by completing this form and submit the completed form via email to: [JMassey@pontiac.mi.us] Five (5) business days before the scheduled mandatory tour. This Registration and Release of Liability Form can accommodate the signature of one person. **Proposer members who do not pre-register will not be allowed to attend the tour.**

Pre-registered Proposer members will first meet and check-in for the site tour at the Phoenix Center Facility located at 47251 Woodward Avenue, Pontiac, MI 48342. The tour is expected to last two (2) hours. **At least one member of the Proposer's team must pre-register and attend the mandatory tour or their Proposal may be disqualified.**

* * *

The undersigned hereby releases the City of Pontiac, Michigan, including all departments, agencies, boards, employees, and/or any tenant(s), from liability for any injury and/or damages (if any) resulting from the undersigned's tour of the Phoenix Center Facility.

The undersigned also agrees to take reasonable precautions to prevent any damage to the Phoenix Center Facility arising from their tour thereof and to replace, or fully compensate the City at replacement value for any damages to the Phoenix Center Facility arising from the tour of the Phoenix Center Facility.

Signature: _____ Date: _____

Name (Please Print): _____

Proposer Team: _____

Company/Affiliation: _____

Telephone Number: _____ E-mail: _____

Company Address: _____

Do you require special tour accommodations for a disability? (check one) Yes: _____ No: _____

If yes, please describe: _____

Appendix 6 – Designation of Confidential and Proprietary Information Form

The attached material submitted in response to this RFP includes proprietary and confidential information or is otherwise material that can be kept confidential under the Michigan Freedom of Information Act (Act 442 of 1976, as amended). As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when proposals are opened, and therefore cannot be kept confidential.

We request that the following pages not be released:

Item	Section	Page(s)	Topic
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

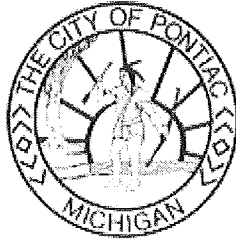
Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The City considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the City harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name:	
Authorized Representative (Signature)	
Authorized Representative (Type or Print Name):	
Date:	

#5

RESOLUTION

Pontiac City Council Resolution



NOW THEREFORE BE IT RESOLVED that the Pontiac City Council approves its 2020 meeting schedule.



The Pontiac City Council

Announces

THE SCHEDULE OF MEETINGS OF THE PONTIAC CITY COUNCIL

To comply with the Michigan Open Meeting Act (MCL 15.265)

The Pontiac City Council will hold its regular meeting on Tuesday evenings at 6:00 p.m. in the Council Chambers of City Hall 47450 Woodward Ave Pontiac, Michigan 48342 unless otherwise noted.

Internet website where meetings are posted www.pontiac.mi.us

The dates are as follows:

Thursday, January 7, 2020 6:00 p.m. Formal Session
Tuesday, January 14, 2020 6:00 p.m. Study Session
Tuesday, January 21, 2020 Noon Formal Meeting
Monday, January 27, 2020 3:00 p.m. Special Meeting
Tuesday, January 28, 2020 6:00p.m. Study Session
Tuesday, February 4, 2020 6:00 p.m. Formal Meeting
Tuesday, February 11, 2020 6:00 p.m. Study Session
Tuesday, February 18, 2020 6:00 p.m. Formal Meeting
Tuesday, February 25, 2020 6:00 p.m. Study Session
Tuesday, March 3, 2020 6:00 p.m. Formal Meeting
Thursday, March 12, 2020 Noon Study Session
Tuesday, March 17, 2020 6:00 p.m. Formal Meeting
Tuesday, March 24, 2020 6:00 p.m. Study Session
Tuesday, March 31, 2020 6:00 p.m. Formal Meeting
Tuesday, April 7, 2020 6:00 p.m. Study Session
Tuesday, April 14, 2020 6:00 p.m. Formal Meeting
Tuesday, April 21, 2020 6:00 p.m. Study Session
Tuesday, April 28, 2020 6:00 p.m. Formal Meeting
Tuesday, May 5, 2020 6:00 p.m. Study Session
Tuesday, May 12, 2020 6:00 p.m. Formal Meeting
Tuesday, May 19, 2020 6:00 p.m. Study Session
Tuesday, May 26, 2020 6:00 p.m. Formal Meeting
Tuesday, June 2, 2020 6:00 p.m. Study Session
Tuesday, June 9, 2020 6:00 p.m. Formal Meeting
Tuesday, June 16, 2020 6:00 p.m. Study Session

Tuesday, June 23, 2020 6:00 p.m. Formal Meeting
Tuesday, June 30, 2020 6:00 p.m. Study Session
Tuesday, July 7, 2020 6:00 p.m. Formal Meeting
Tuesday, July 14, 2020 6:00 p.m. Study Session
Tuesday, July 21, 2020 6:00 p.m. Formal Meeting
Tuesday, July 28, 2020 6:00 p.m. Study Session
Thursday, August 6, 2020 Noon Formal Meeting
Tuesday, August 11, 2020 6:00 p.m. Study Session
Tuesday, August 18, 2020 6:00 p.m. Formal Meeting
Tuesday, August 25, 2020 6:00 p.m. Study Session
Tuesday, September 1, 2020 6:00 p.m. Formal Meeting
Tuesday, September 8, 2020 6:00 p.m. Study Session
Tuesday, September 15, 2020 6:00 p.m. Formal Meeting
Tuesday, September 22, 2020 6:00 p.m. Study Session
Tuesday, September 29, 2020 6:00 p.m. Formal Meeting
Tuesday, October 6, 2020 6:00 p.m. Study Session
Tuesday, October 13, 2020 6:00 p.m. Formal Meeting
Tuesday, October 20, 2020 6:00 p.m. Study Session
Tuesday, October 27, 2020 6:00 p.m. Formal Meeting
Thursday, November 5, 2020 Noon Study Session
Tuesday, November 10, 2020 Noon Formal Session
Tuesday, November 17, 2020 6:00 p.m. Study Session
Tuesday, November 24, 2020 Noon Formal Session
Tuesday, December 1, 2020 6:00 p.m. Study Session
Tuesday, December 8, 2020 6:00 p.m. Formal Meeting
Tuesday, December 15, 2020 6:00 p.m. Study Session
Tuesday, December 22, 2020 Noon Formal Meeting
Tuesday, December 29, 2020 Noon Study Session

City of Pontiac 47450 Woodward Avenue Pontiac, Michigan 48342 248-758-3200

#6

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: December 12, 2019

RE: **Resolution to Appoint DPW Deputy Director to NoHaz Committee Rep**

WHEREAS, the city of Pontiac is committed to the protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, a NoHAZ Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the City and the participating communities, and identifies Oakland County's role in administering and managing the NoHaz program,

WHEREAS, the NoHaz Interlocal agreement establishes a NoHaz advisory board to assist and advise Oakland County in the development of the NoHaz program.

Now Therefore be it Resolved: That the City of Pontiac through this resolution appoint Dan Ringo as its official representative to the NoHaz Advisory Board, to work with the Oakland County Waste Resource Management Division as needed to plan the NoHaz program for 2020.

JVB

attachments

#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Ashley Johnson, MIDC Executive

Thru: Office of Deputy Mayor, Jane Bais-DiSessa

Cc: Anthony Chubb, City Attorney for the City of Pontiac, Lynette Ward 50th District Court Administrator, Chief Judge Cynthia Walker

DATE: November 14, 2019

RE: **Interlocal Agreement for Mandated Michigan Indigent Defense Commission Continuing Legal Education Requirements**

For your consideration is attached the Interlocal Agreement for Mandated Michigan Indigent Defense Commission Continuing Legal Education Requirements the agreement has been reviewed and approved by the City Attorney, Anthony Chubb. Pursuant to the MIDC Standard 1 – Education and Training, requires local funding units to fund, establish, implement, and monitor basic and continuing legal education (CLE) requirements for attorneys who represent indigent defendants. In order to effectively and efficiently comply with the MIDC Standard 1, the County and the other local funding units have identified a collaboration with the Oakland County Bar Association to provide the mandated continuing legal education programming for attorneys who represent indigent defendants within the County.

The Interlocal Agreement provides that the County will apply for grants from the MIDC, receive all MIDC CLE grant funding and will act as the grant administrator for all local funding units within the County for the purposes of complying with MIDC Standard 1. The Interlocal Agreement further provides that the County will contract with a single provider, the Oakland County Bar Association, to provide continuing legal education programming and compliance monitoring for all attorneys who represent indigent defendants within the County in compliance with MIDC.

As such, the following resolution is respectfully recommended for City Council consideration:

WHEREAS MIDC Standard 1 – Education and Training, requires local funding units to fund, establish, implement, and monitor basic and continuing legal education (CLE) requirements for attorneys who represent indigent defendants; and

WHEREAS to effectively and efficiently comply with the MIDC Standard 1, the County and the other local funding units have identified a collaboration with the Oakland County Bar Association to provide the mandated continuing legal education programming for attorneys who represent indigent defendants within the County; and

Memo – Interlocal Agreement for MIDC Continuing Education Requirements
November 14, 2019
Page 2 of 2.

WHEREAS the Interlocal Agreement provides that the County will apply for grants from the MIDC, receive all MIDC CLE grant funding and will act as the grant administrator for all local funding units within the County for the purposes of complying with MIDC Standard 1; and

WHEREAS the Interlocal Agreement further provides that the County will contract with a single provider, the Oakland County Bar Association, to provide continuing legal education programming and compliance monitoring for all attorneys who represent indigent defendants within the County in compliance with MIDC Standard 1; and

WHEREAS the County may terminate or cancel the Interlocal Agreement, in whole or in part, immediately upon notice to local funding units if the third-party funding for Standard 1 from the MIDC is reduced or eliminated.

NOW THEREFORE BE IT RESOLVED that the City Council approves and authorizes the attached Interlocal Agreement.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor and/or designee to execute the attached Interlocal Agreement between the County and any local funding unit within the County that signs the Agreement.

BE IT FURTHER RESOLVED that no budget amendment is required at this time.

INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF PONTIAC
REGARDING GRANT APPLICATION SERVICES
FOR MIDC CONTINUING LEGAL EDUCATION REQUIREMENTS

This Agreement ("Agreement") is made between the County of Oakland, ("County"), a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph, Pontiac, Michigan 48341 and the City of Pontiac, ("Funding Unit"), whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342. In this Agreement, the County and Funding Unit may also be referred to jointly as the "Parties."

PURPOSE OF AGREEMENT. The County and Funding Unit enter into this Agreement pursuant to Michigan law to comply with the Michigan Indigent Defense Commission Act of 2013, 2013 Public Act 93, MCL 780.981 *et seq.* regarding continuing legal education for court appointed criminal defense attorneys.

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

1. **DEFINITIONS.** In addition to any other defined terms in this Agreement (e.g., "Agreement," "County," "Funding Unit," "Party," or "Parties," etc.), the following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, and interpreted as follows:
 - 1.1. **Claim(s)** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Funding Unit, or for which County or Funding Unit may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.2. **CLE** means continuing legal education.
 - 1.3. **CLE Program** means the Continuing Legal Education Program provided by the Oakland County Bar Association ("OCBA") pursuant to a contract between the County and OCBA and is more fully described in Exhibit 1 of this Agreement.

- 1.4. County means Oakland County, a municipal and constitutional corporation, including, but not limited to, its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5. County Agent means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the County, including any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.6. Day means calendar day, which shall always begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.7. Exhibits mean the following documents, which this Agreement includes and incorporates:
 - 1.7.1. Exhibit I: Scope of CLE Program
- 1.8. Funding Unit means the City of Pontiac which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its division, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For the purposes of this Agreement, Funding Unit includes any Michigan court when acting in concert with its Funding Unit to obtain indigent defense counsel services through the County.
- 1.9. Funding Unit Employee means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Funding Unit, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have responsibility for the delivery of indigent defense services under this Agreement. "Funding Unit Employee" shall also include any person who was a Funding Unit Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.10. Michigan Indigent Defense Commission (MIDC) means the public body created by the Michigan Defense Commission Act, MCL 780.981 *et seq.*
- 1.11. Michigan Indigent Defense Commission Act (MIDCA) means 2013 Public Act 93, MCL 780.981 *et seq.*, as amended.
- 1.12. Points of Contact mean the individuals designated by the Funding Unit and the County to act as primary contacts for communication and other purposes as described herein.
2. EFFECTIVE DATE AND DURATION OF THE AGREEMENT.
 - 2.1. Effective Date. This Agreement and any amendments to this Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. All amendments to this Agreement shall be in writing. The approval of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

- 2.2. **Agreement Duration.** This Agreement shall remain in effect until December 31, 2020 or until cancelled or terminated pursuant to section 8.1.
3. **COUNTY SERVICES FOR THE FUNDING UNIT.** Subject to the terms and conditions in this Agreement, and except as otherwise provided by law, the County shall provide the below services for the Funding Unit and is not obligated or required to provide any additional services. Additional services may be contracted by mutual agreement between the Parties.
- 3.1. County shall apply to the MIDC on behalf of Funding Unit and act as grant administrator for a grant to cover the entire cost of the CLE Program for the Funding Unit to meet the requirements in MIDC Standard One.
- 3.2. County shall provide grant funds received from the MIDC directly to the OCBA pursuant to Exhibit 1.
- 3.3. The County shall designate a primary point of contact to the Funding Unit, who shall have the following responsibilities: (1) direct communication and interaction with the Funding Unit regarding the subject matter of this Agreement and (2) other responsibilities as set forth in this Agreement.
4. **FUNDING UNIT OBLIGATIONS.**
- 4.1. The Funding Unit shall comply with all requirements and obligations of any grant awarded by the MIDC for the CLE Program, including, but not limited to, all reporting obligations required by the County and the MIDC. The Funding Unit shall cooperate with and provide all necessary assistance, documentation, and information to County regarding applying for and complying with MIDC grant(s) for the CLE Program.
- 4.2. The Funding Unit shall not apply to the MIDC for any training grants or continuing legal education funds for their individual court appointed attorneys in their MIDC compliance plans.
- 4.3. Except for the County services expressly set forth in this Agreement, the Funding Unit is responsible for complying with all requirements and obligations of the MIDCA.
- 4.4. The Funding Unit shall designate a primary point of contact to the County, who shall have the following responsibilities: (1) direct communication and interaction with the County regarding the subject matter of this Agreement and (2) other responsibilities as set forth in this Agreement.
5. **CLE PROGRAM PARTICIPATION**
- 5.1. If the MIDC awards full grant funding for the CLE Program and the CLE Program is offered and available, the Funding Unit may participate in the CLE Program to have the OCBA perform the Funding Unit's continuing legal education requirements that are required by MIDC Standard One for Funding Unit's criminal defense attorneys that provide indigent criminal defense services.
6. **ASSURANCES/LIMITATIONS**
- 6.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 6.4, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.

- 6.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. **Costs, Fines, and Fees for Noncompliance.** The Funding Unit shall be solely responsible for all costs, fines and fees associated with noncompliance with this Agreement by it and its Funding Unit Employees.
- 6.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules and requirements applicable to its activities performed under this Agreement, including but not limited to laws relating to nondiscrimination and conflicts of interests.
- 6.8. **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 6.9. **Services "As Is"/Disclaimer of Warranty.** THE SERVICES PROVIDED THROUGH THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THAT THE SERVICES WILL MEET THE NEEDS OR REQUIREMENTS OF THE FUNDING UNIT.
- 6.10. **No Warranty for Services.** County makes no warranty that services provided under this Agreement will be uninterrupted, secure, error-free, or available at all times.
- 6.11. **Contingency of CLE Program.** The CLE Program is contingent on full grant funding for the cost of the CLE Program being awarded by the MIDC. The CLE Program may not be offered or available if full grant funding for the cost of the CLE Program is not awarded by the MIDC. The County shall not be responsible or liable to the Funding Unit, or any other person, if the CLE Program is not offered or available.
- 6.12. **Liability for Grant Funding.** The County shall not be responsible or liable to the Funding Unit, or any other person, if any of the grant funds that the County applies for are not awarded, are disallowed, are ineligible, or are required to be refunded or returned to the MIDC, for any reason. Any ineligible grant obligations or disallowed costs incurred by the Funding Unit shall be the sole responsibility of the Funding Unit. The County has no obligation to pay for the CLE Program for Funding Unit.
- 6.13. **Liability for Obligations under MIDCA.** The County shall not be responsible or liable for the Funding Unit's obligations under the MIDCA, or for the education, training, or qualifications mandated by the MIDC of the Funding Unit's indigent defense attorneys.

6.14. Liability for CLE Program. The County shall not be responsible or liable to the Funding Unit, or any other person, for the CLE Program or the OCBA, including, but not limited to, any errors, omissions, inaccuracies, misrepresentations, or deficiencies with the CLE Program or by the OCBA.

7. DISPUTE RESOLUTION.

7.1. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Deputy County Executive and Funding Unit's Point of Contact for possible resolution. County's Deputy County Executive and Funding Unit's Point of Contact may promptly meet and confer in an effort to resolve such dispute.

7.2. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

8. TERMINATION OR CANCELLATION OF AGREEMENT.

8.1. County Termination. The County may terminate or cancel this Agreement, in whole or in part, immediately, upon notice to Funding Unit, if third-party funding from the MIDC is reduced or terminated, or if the OCBA terminates its contract with County under the terms of the contract between the OCBA and County.

9. DELEGATION OR ASSIGNMENT. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

10. NO EMPLOYEE-EMPLOYER RELATIONSHIP. Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Funding Unit or between the Funding Unit Employees and the County Employees.

11. NO THIRD-PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity, including but not limited to attorneys representing indigent defendants.

12. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

13. RECORD RETENTION AND ACCESS AND AUDITING. The Parties shall maintain records related to this Agreement in accordance with state law and applicable grants. Upon request by a Party, all records, including financial records, related to this Agreement shall be available at any reasonable time for examination or audit by the other Party or as required by law or applicable grant agreements.

14. SEVERABILITY. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

15. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
16. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
18. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 18.1. If Notice is sent to County, it shall be addressed and sent to the following three persons/officials: (1) the Oakland County Executive, 2100 Pontiac Lake Road, Waterford, Michigan 48328; (2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341; and (3) Oakland County Corporation Counsel, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 18.2. If Notice is sent to the Funding Unit, it shall be addressed to: City of Pontiac, 47450 Woodward Avenue, Pontiac, Michigan 48342.
- 18.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
19. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is presumptively proper in the courts set forth above.
20. **ENTIRE AGREEMENT.**
- 20.1. **Entire Agreement.** Except as provided by law, this Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all

other oral or written agreements between the Parties regarding the subject matter of this Agreement.

20.2. Construction of Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned hereby acknowledges that he/she has been authorized by the City of Pontiac to execute this agreement on behalf of the City of Pontiac and hereby accepts and binds the City of Pontiac to the terms and conditions of this Agreement.

CITY OF PONTIAC

BY: *Deirdre Harrison* DATE: 5/24/19
m hys

BY: _____ DATE: _____

The undersigned hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

THE COUNTY OF OAKLAND

BY: *David T. Woodward* DATE: 7-8-19

David T. Woodward, Chairperson
Oakland County Board of Commissioners

EXHIBIT I

SCOPE OF CONTINUING LEGAL EDUCATION PROGRAM

The Continuing Legal Education ("CLE") Program will be provided by the Oakland County Bar Association ("OCBA") pursuant to a contract between the County and the OCBA (referred to in this Exhibit as the "Contract").

DEFINITIONS

In addition to any other defined terms in the Agreement, the following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined, and interpreted as follows:

"Non-County Funded Courts" means all State District Courts located in Oakland County except for the 52nd District Courts. "Non-County Funded Courts" includes the court that Funding Unit is the local funding unit for.

PROJECT MANAGERS

Project Manager for the County: Project Manager for the County has the authority to amend the payment schedule if OCBA set-up costs and deliverables exceed any quarterly payment, but does not have the authority to amend the "Not to Exceed Amount."

Project Managers for OCBA: Jennifer Roosenberg and Merri Lee Jones or their respective successors and if none, the President of the OCBA.

CONTINUING LEGAL EDUCATION COMPLIANCE

The OCBA will develop a two-pronged approach to comply with the Proposed Minimum Standard One for assigned counsel in Oakland County at the circuit court and district court levels:

1. Development and delivery of OCBA CLE curriculum, and
2. Tracking and reporting OCBA Defense Counsel CLE credits earned through attendance at OCBA seminars.

This approach assumes the existing effort of .15 FTE existing full-time OCBA staff members who will continue to perform CLE responsibilities and the addition of a 1.0 FTE (and related costs) to perform additional curriculum development, record-keeping and reporting requirements. This approach also assumes Oakland County assigned counsel will receive all CLE credits through the Oakland County Bar Association (and its CLE partners, where applicable).

Development of OCBA CLE curriculum

The OCBA will provide 24 hours of training over the course of a calendar year – January through December. These trainings will include 10 to 12 brown bag seminars, joint seminars with other CLE providers and additional stand-alone seminars prepared by OCBA criminal law committee throughout the year as topics of interest arise. This policy continues the OCBA's long-standing tradition of organic collaborative curriculum development by its committees. While live training will be encouraged, videos of skills-based training will be available for viewing throughout the calendar year.

Curriculum for new criminal attorneys (those attorneys with less than two years' experience) will be delivered in partnership with the Criminal Defense Association of Michigan to meet the standards set forth by the MIDC. This training will be live-only.

The OCBA's training will take advantage of the expertise of local practitioners as well as notable experts, jurists and other professionals to provide content that is universally applicable and also uniquely Oakland County-specific. This curriculum will provide appointed counsel with the best substantive and practical information available to represent clients in Oakland County Courts.

Initially, the OCBA will provide an inventory to attorneys currently on the assigned counsel list to determine their deficiencies and interests. The OCBA will survey the county judiciary to determine what they observe to be areas for improvement in defense representation. The OCBA will develop a curriculum according to those needs in addition to the standard curriculum required by the MIDC.

The curriculum will include specific course descriptions, learning objectives, goals, and evaluation for each training session. The courses will change each year with the addition or elimination of topics as needed to effectively address deficits/challenges identified in the field by LARA, by the courts and by defense counsel, and to continue to meet MIDC standards. Formative and summative evaluations will be used to determine specific course content and structure of the curriculum.

Performance-based training courses

Courses will be delivered by experts - notable and knowledgeable attorneys in the field of criminal defense, ethics, forensic science, etc. Courses will be performance-based and will be delivered using adult learning theory principles. Learning reinforcement, such as verbal feedback, role plays, short written work, etc. will be incorporated throughout each session. Competency will be assessed using a variety of methods as applicable, such as pre-test/post-test, quizzes, experiential activities and content-based evaluations. Any courses delivered via webinar and/or video will include knowledge assessments before, during and after viewing.

Evaluation

Content evaluations will be used to determine learning transfer after each training session. Evaluations will be conducted up to six months post-training to ascertain whether the information is being used effectively and to determine future training topics. Evaluations will also be used to change and improve course content, presentation methodology and learning re-enforcement as indicated by the evaluations. Periodic surveys of the bench will be conducted to gather feedback to determine the performance level and needs of defense counsel.

Certification of Course Content

The OCBA awaits direction from the MIDC regarding the manner in which courses will be certified.

Planned Curriculum

The OCBA will develop curriculum based upon the topics outlined by the MIDC in Standard One and its accompanying White Paper: Knowledge of the Law; Knowledge of Scientific Evidence and Applicable Defenses; Knowledge of Technology. Additional coursework may be developed throughout the year, based upon needs determined by the OCBA criminal law committee.

Knowledge of the Law

1. Basic legal overview
 - a. Knowledge of substantive Michigan, federal and constitutional law and applicability to criminal defense
 - b. Importance of the initial interview
2. Rules of criminal procedure
3. Rules of evidence
 - a. State
 - b. Federal
4. Oral advocacy
5. Written advocacy
6. Best practices in criminal defense
7. Special considerations in serving the indigent client
8. Annual case law update
9. New development in criminal defense
10. Sentencing guidelines
11. Placement/treatment options

Knowledge of Scientific Evidence and Applicable Defenses

1. Overview of forensic evidence
 - a. Medical evidence
 - b. Electronic evidence
 - c. Crime scene evidence
 - d. Financial/banking
2. Reasonable defenses
3. Relevant research studies
 - a. Scientific, biological/psychological/social research updates
 - b. Interpretation of data
 - c. Effectively using research studies in defense
4. Risk assessments
5. Overview of substance abuse and applicability to criminal defense
 - a. Effective treatment modalities
6. Overview of sex offender treatment
 - a. Efficacy and applicability to criminal defense

Knowledge of Technology

1. Office automation
 - a. Overview of products, usage and risks
2. Legal case management software
 - a. Overview of products, usage and risks
3. Accounting software
4. E-filing process
5. Social media
 - a. Effective use as evidence
 - b. Use in investigations
 - c. Ethical guidelines and considerations

New Attorneys

Curriculum for new attorneys (those practicing criminal law for two years or less) will be delivered in partnership with the Criminal Defense Association of Michigan and will include but is not limited to the "basic skills acquisition" training as outlined by the MIDC:

1. The unique role of indigent counsel
2. Client-centered values and ethics
3. Client and witness interviews
4. Witness examinations
5. Arguing the theory of one's case
6. Pretrial motion practice
7. Introduction of evidence
8. Effective objections
9. Jury selection
10. How to advise and advocate in guilty plea proceedings and sentencings

TRACKING AND REPORTING CLES

The OCBA will track participation in training provided by the OCBA and issue certificates of completion for all attendees. Transcripts will also be available through the OCBA website for all attendees. The OCBA will create a compiled report of completed OCBA coursework for all appointed counsel and make it available to the governing authority and the funding units as required. Credits, certificates of completion and transcripts will only be given for OCBA coursework. The OCBA will supply participating attorneys with a certificate of completion at the end of each course and provide the MIDC with all attorney training records.

Tracking and certifying training

The OCBA will track training participation in the OCBA's CLE training using a software program that links seamlessly with our existing customer relationship management software. This software enables us to provide a transcript to the attorney and/or the governing authority as required. The OCBA will also provide compiled reports or other verification to the governing authority upon request. Transcripts and attendance records will be available online to participating attorneys 24 hours a day. In addition, the OCBA will provide to all funding units an end-of-year report, if requested, listing all attorneys who have fulfilled their CLE requirements through the OCBA as outlined in MIDC Standard 1. Credit will only be given for the OCBA's coursework that has been completed.

Partnerships

The OCBA will consider partnerships with CDAM as well as other training providers to offer seminars to assigned counsel.

PROPOSED PRICING SUMMARY AND PERFORMANCE OF DELIVERABLES:

The cost proposal for this pilot program is based upon the mandate for 12 hours of CLE training per year. The OCBA will provide 24 hours of training over the course of a calendar year – January through December – so that assigned counsel will have the opportunity to easily earn the required number of CLE hours.

It is also based on our best estimate of time and effort required to meet requirements for CLE content development, delivery and evaluation, as well as currently defined reporting requirements.

As of the effective date of the Contract, the OCBA intends to provide CLE programming for all court funding units in Oakland County: Sixth Judicial Circuit and 52nd District Courts, 43rd District Courts (Madison Heights, Hazel Park and Ferndale), 44th District Court, 45th District Court, 46th District Court, 47th District Court, 48th District Court, 50th District Court and 51st District Court. An analysis of the attorney lists, including eliminating any duplicates from these lists and the likelihood of adding new attorneys at all county district courts because of the increased need for arraignment only attorneys seven days a week, reveals that up to 500 attorneys will receive their CLE training through the Oakland County Bar Association.

The County will pay the OCBA an amount not to exceed \$175,000 through MIDC grant funding, which is contingent on the training of up to 500 attorneys (\$25,000 Start-up Cost Fee and \$150,000 Programming Fees for up to 500 attorneys at \$300 per participating attorney). The County will make payments to the OCBA under the following schedule:

- a) Payment 1 – \$25,000 Start-up Cost Fee and quarterly Programming Fee of \$37,500 - Contract start date;
- b) Payment 2 – second quarter Programming Fee of \$37,500 – date TBD
- c) Payment 3 – third quarter Programming Fee of \$37,500 – date TBD
- d) Payment 4 – fourth quarter Programming Fee of \$37,500 – date TBD

The OCBA shall track all programming costs related to implementation of the program.

Attorneys that do not attend any of the programming during the annual year of the Contract shall result in unused funding at the rate of \$300 per non-participating attorney. OCBA shall use any unused funding to cover the cost of attorneys that are added to the CLE program after the start of the annual year of the Contract.

The County agrees to amend the first Quarterly payment upon mutually acceptable documentation that the OCBA's software purchases, technology implementations and start-up costs exceed the amount of the Start-up Cost Fee and first quarterly Programming Fee. Any acceleration of quarterly Programming Fees shall reduce the subsequent quarterly payment by same amount.

The OCBA agrees to meet with all county funding units once every calendar year to review compliance by assigned counsel and provide a status report of the training program.

The OCBA further agrees to provide all assigned counsel with notice of CLE credits earned and a reminder of training deadlines in any manner that OCBA determines (email, phone, letter, etc.) by October 1st of every calendar year.

The OCBA agrees that all services under this contract shall be performed consistent with the MIDC Act, MCL 780.991 *et al.* and the MIDC Minimum Standards.

#8

RESOLUTION



MEMORANDUM

City of Pontiac

Controller's Office

47450 Woodward Avenue

Pontiac, Michigan 48342

Telephone: (248) 758-3118

Fax: (248) 758-3197

DATE : 12/10/19

TO: Honorable Mayor and City Council

FROM: Danielle Kelley, Plante & Moran - Controller's Office

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: Resolution to approve the revised Federal Poverty Guidelines for 2020 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption consideration.

On an annual basis, the General Property Tax Act requires the governing body to adopt guidelines for the Board of Review to follow when considering applications for hardship exemptions. Homeowners granted hardship exemptions by the Board of Review are not required to pay 100% of the property taxes assessed against their homestead property in 2020.

Please note that special assessments and the sanitation fee cannot be waived or reduced. Applicants must meet the standards established by an income level test and an asset level test. The proposed guidelines identify the federal poverty guidelines for the income level test and establish a threshold that varies depending on the family size. For example, a family of four has a threshold of \$25,750 in 2020 (based on the 2020 Federal Poverty Guidelines). A copy of the Federal Poverty Guidelines for 2020 is attached for your information.

At this time, the City Council is requested to adopt the following resolution:

WHEREAS, In accordance with State of Michigan Act No. 390 Public Acts of 1994, approved December 29, 1994, General Property Section 211. 7u (4). "The governing assessing unit shall determine and make public the policy and guidelines the uses for the granting of exemptions. The guidelines shall include but not specific income and asset levels of the household income assets;" and,

WHEREAS, The Pontiac City Council approved said Hardship Exemption Guidelines for 2019; and,

WHEREAS, said Hardship Guidelines should be amended annually to reflect the new Federal Poverty Guidelines, NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby approves the attached revised Federal Poverty guidelines for the 2020 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption consideration.

ATTACHMENT



City of Pontiac, Michigan

Department of Finance

Mayor Deirdre Waterman

January 2020

TO: PROPERTY OWNERS APPLYING FOR HARDSHIP EXEMPTION (FINANCIAL)
FROM THE CITY OF PONTIAC BOARD OF REVIEW

The Board of Review for the City of Pontiac has adopted uniform guidelines for determining poverty exemptions. Taxpayers whose income falls below a determined level may apply for a reduced assessment, based on income, assets and family size. The goal of this procedure is to adopt consistent standards for granting tax relief based on hardship. Please note: This application may reduce the taxable value of your property; however, it does not affect the homestead exemption affidavits, which reduces the tax rate. (Property taxes – taxable value x tax rate / 1,000).

Attached is a schedule, which outlines the eligibility guidelines as established by the Pontiac City Council. Please note that the State of Michigan Homestead Property Tax Credit and all pertinent income and expense data shall be used in the determination of eligibility. Attached is the Economic Hardship Exemption application form.

When the application is returned to the Treasurer's Office at City Hall or the Oakland County Equalization Office, 250 Elizabeth Lake Road in Pontiac, you shall also submit completed copies of your Federal and State Income Tax Returns, the General Homestead Property Tax Claim Form, MI-1040 CR-4, and the Senior Citizen Homestead Property Tax Form, MI-1040 CR-1.

It is not necessary for you to appear in person before the Board of Review. The Oakland County Equalization Office will submit your application to the Board for their consideration.

In order to provide time to review this application, it must be returned to the Treasurer's Office at City Hall or the Oakland County Equalization Office **ON OR BEFORE MARCH 1ST, JULY 1ST, OR DECEMBER 1ST, 2020**. Please also note: You may only submit (on one of the days listed above) one application per year.

If you have any questions or need assistance, please contact the Oakland County Equalization Office at (248) 858-0776.

CITY OF PONTIAC
HARDSHIP EXEMPTION GUIDELINES

For Applicants requesting consideration for Property Tax Hardship Exemptions.

- 1) Applicant(s) shall obtain the hardship application form from the City of Pontiac Treasurer's Office or the Oakland County Equalization Department. Handicapped or disabled applicants may call the Assessor's Office to make necessary arrangements for assistance.
- 2) Applicant(s) must own and occupy the property as a homestead
 - a. Must produce a driver's license or other acceptable method of identification and determination of address.
 - b. Must produce a deed, land contract or other evidence of ownership.
- 3) Applicant(s) must complete the application form in its entirety and return to this office. Any application form submitted to the Board of Review which has not been filled out in its entirety shall be denied by the Board of Review. Appeals of said denial shall be made to the Michigan Tax Tribunal.
- 4) Applicant(s) and other personal residing in the homestead must submit copies of current year's (City will make copies if necessary) of the following:
 - a. Federal Income Tax Return – 1040, 1040A or 1040EZ
 - b. Michigan Income Tax Form MI-1040, MI-1040A or MI-1040EZ
 - c. Senior Citizens Homestead Property Tax Form MI-1040CR-1
 - d. General Homestead Property Tax Claim MI-1040CR-4
 - e. ADC Annual Budget letter
 - f. Benefit Statement (pension, retirement or Social Security)
 - g. Social Security Card (any persons 18 years of age or under)
- 5) A hardship exemption shall not be granted to any applicant who has not owned and occupied the homestead for a minimum of three (3) years prior to the date of application.
- 6) A hardship exemption shall not be granted to any applicant who owns salable property other than their own homestead no matter where located.
- 7) A hardship exemption shall not be granted to any applicant whose assets exceed \$100,000. An applicant's homestead shall be excluded from consideration as an asset.
- 8) Applicant(s) shall not be eligible for consideration if they do not meet the Income Limitation Guidelines adopted by the City of Pontiac:

Size of Family Unit	Poverty Guidelines
1	\$12,490
2	\$16,910
3	\$21,330
4	\$25,750
5	\$30,170
6	\$34,590
7	\$39,010
8	\$43,430
For each additional person, add	\$4,420

NOTE: IF YOU EXPECT UNUSUAL PERSONAL OR FAMILY EXPENSES WHICH WILL AFFECT YOUR INCOME, THE BOARD OF REVIEW MAY CONSIDER ADJUSTMENTS TO YOUR INCOME LEVEL.

- 9) The MAXIMUM allowed reduction for hardship exemption shall be 50% of the net property taxes due after the State Homestead Credit applied based on Taxable Value of the homestead for the tax year.
- 10) All hardship exemptions shall be granted for the current tax year only.
- 11) Applications may be reviewed and acted upon by the Board of Review without applicant(s) being present. However, the Board may request that any or all applicants be physically present to respond to any questions the Board of Review or Assessor may have. This means that an applicant may be called to appear on short notice.
- 12) Applicant(s) should be prepared to answer questions regarding their financial affairs, health, the status of people living in their home, etc.
- 13) Pursuant to state law, applicant(s) may apply for Hardship Exemption to only one (1) session of the Board of Review (March, July **OR** December) and any appeal of the Board's decision shall be made to the Michigan Tax Tribunal.
- 14) The Board of Review shall have the authority to grant an exemption to applicant(s) who do not meet the residency requirement of the exemption guidelines of the City of Pontiac if they are paraplegic, quadriplegic, hemiplegics, or totally and permanently disabled **AND** have owned and occupied the property in the City of Pontiac prior to becoming handicapped or permanently disabled.

**CITY OF PONTIAC
47450 WOODWARD
PONTIAC, MI 48342**

REQUIRED DOCUMENTS

Hardship Exemption applicants shall submit **COPIES** of the documents listed below in order to be considered for eligibility. Please attach these **COPIES** to your application.

1. WARRANTY DEED
 or LAND CONTRACT
 or QUIT CLAIM DEED
2. HOMEOWNER'S INSURANCE POLICY
3. CURRENT FEDERAL INCOME TAX
4. CURRENT MICHIGAN INCOME TAX
5. GENERAL HOMESTEAD PROPERTY TAX MI-1040 CR *or* SENIOR CITIZEN
 HOMESTEAD PROPERTY TAX
6. **INCOME OF ALL PERSONS LIVING IN THE HOME:**
 ADC BUDGET LETTER
 PENSION BENEFITS
 SOCIAL SECURITY STATEMENT
 ALIMONY, CHILD SUPPORT
 FIP, DHS, DISABILITY, & WORKERS' COMPENSATION
 OTHER INCOME
 W-2 (WAGES UNDER \$5,000)
7. EMPLOYER'S NAME, ADDRESS
8. DRIVER'S LICENSE
9. SOCIAL SECURITY CARD (all persons living in the home).



CITY OF PORTIAC
HARDSHIP EXEMPTION APPLICATION

PETITION NO. _____ PARCEL ID _____
YEAR _____ ADDRESS _____
PETITIONER _____ TELEPHONE NO. _____
S.E.V. VALUE _____ TAXABLE VALUE _____

OWNER'S INFORMATION

ARE YOU AND YOUR SPOUSE THE SOLE OWNERS OF THE SUBJECT PROPERTY?

YES _____ NO _____ (If no, please explain _____)

NAME	
ADDRESS	
TELEPHONE NO.	
DATE OF BIRTH	
AGE LAST BIRTHDAY	
MARITAL STATUS SINGLE MARRIED WIDOWED SEPARATED DIVORCED	
PETITIONER'S EMPLOYMENT FULL-TIME PART-TIME RETIRED DISABLED UNEMPLOYED LAID-OFF OTHER	
OCCUPATION EMPLOYER ADDRESS CITY/STATE/ZIP CODE TELEPHONE NO.	
SPOUSE'S EMPLOYMENT FULL-TIME PART-TIME RETIRED DISABLED UNEMPLOYED LAID-OFF OTHER	
OCCUPATION EMPLOYER ADDRESS CITY/STATE/ZIP CODE TELEPHONE NO.	

DISABILITY OR HEALTH PROBLEMS

RESIDENT STATUS (List all persons residing in homestead)

NAME			
AGE			
RELATIONSHIP			
OCCUPATION			
CLAIMED AS DEPENDENT			

MORTGAGE INFORMATION

PURCHASE DATE	
PURCHASE PRICE	
MORTGAGE/LAND CONTRACT BALANCE	
NO. OF YEARS REMAINING	

DOES PAYMENT INCLUDE PROPERTY TAXES? YES _____ NO _____
 ARE PROPERTY TAXES PAID? YES _____ NO _____

HAVE ANY IMPROVEMENTS, CHANGES OR ADDITIONS BEEN MADE TO THE PROPERTY
 IN THE LAST TWO YEARS? IF YES, PLEASE EXPLAIN YES _____ NO _____

DO YOU ANTICIPATE SELLING THE HOMESTEAD PROPERTY IN THE NEXT YEAR?
 YES _____ NO _____

DID YOU APPLY FOR POVERTY TAX EXEMPTION IN THE LAST THREE (3) YEARS?
 YES _____ NO _____

IF YES, PLEASE LIST YEAR POVERTY TAX EXEMPTION WAS GRANTED:

ASSET INFORMATION

DESCRIPTION	BALANCE
CASH	
SAVINGS ACCOUNTS, CERTIFICATES & MONEY MARKETS	
CHECKING ACCOUNTS	
INSURANCE	
OTHER	
VEHICLES, TRUCKS, BOATS, TRAILERS, ETC	
BALANCE OWING	

DO YOU HAVE AN OWNERSHIP INTEREST IN ANY OTHER REAL ESTATE IN MICHIGAN OR ANYWHERE ELSE? IF YES, PLEASE LIST: YES _____ NO _____

LOCATION	
PARCEL ID	
CURRENT SEV	
ESTIMATED CURRENT VALUE	
PURCHASE DATE	
PURCHASE PRICE	

INCOME INFORMATION

DESCRIPTION	YEARLY	MONTHLY
WAGES, SALARIES, TIPS, SICK, STRIKE, SUB-PAY		
RETIREMENT PENSION, ANNUITY AND/OR RAILROAD RETIREMENT BENEFITS		
SOCIAL SECURITY OR SSI		
ADC AND/OR GA BENEFITS		
UNEMPLOYMENT COMPENSATION AND/OR TRA		
WORKER'S COMP AND/OR VETERAN'S DISABILITY		
NET RENT, BUSINESS OR ROYALTY INCOME		
ALIMONY AND OTHER TAXABLE INCOME		
CHILD SUPPORT		
OTHER PUBLIC ASSISTANCE PAYMENTS		
INCOME FROM RENTING A PORTION OF THE HOMESTEAD		
OTHER NON-TAXABLE INCOME		
TOTAL INCOME FROM ALL SOURCES OF EVERYONE LIVING IN YOUR HOUSEHOLD		
TOTAL INCOME		

DO YOU RENT ANY PORTION OF THE HOMESTEAD TO NON-FAMILY MEMBERS:

YES _____ NO _____

DO YOU ANTICIPATE ANY MAJOR CHANGES IN INCOME FOR THE COMING YEAR?

IF YES, PLEASE EXPLAIN

YES _____ NO _____

EXPENSE INFORMATION

DESCRIPTION	BALANCE	MONTHLY PAYMENT
MORTGAGE/LAND CONTRACT		
CAR PAYMENT		
CHILD CARE		
UTILITIES - GAS		
UTILITIES - ELECTRIC		
TELEPHONE		
CABLE		
WATER/SEWER		

DESCRIPTION	BALANCE	MONTHLY PAYMENT
INSURANCE		
CAR		
HEALTH		
HOMEOWNER		
PROPERTY TAXES		
OTHER PROPERTY TAXES		
FOOD		
CLOTHING		
MEDICAL		
CREDIT CARDS		
OTHER		
OTHER		
TOTAL EXPENSES		

DO YOU HAVE ANY MAJOR OR UNUSUAL EXPENSES?

YES _____ NO _____

IF YES, PLEASE EXPLAIN

PLEASE READ CAREFULLY

I/We am/are unable to pay the full property taxes on the above described property and hereby make application for property tax relief in accordance with Section 211.7u of the Michigan Compiled Laws/General Property Tax Act.

I/We have read this application and fully understand the contents thereof. I/We declare that the statements made herein are complete, true, and correct to the best of my/our knowledge.

I/We further understand that if any information contained herein is found to be false or incomplete, I/We will be subject to liability for perjury as provided in Sections 211.118 and 211.119 of Michigan Compiled Laws.

Date

Petitioner

Date

Petitioner

Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u.

INSTRUCTIONS: When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, _____, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

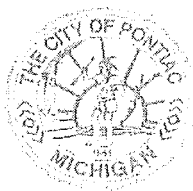
Address of Principal Residence: _____

Signature of Person Making Affidavit

Date

#9

RESOLUTION



CITY OF PONTIAC
Department of Building Safety & Planning
PLANNING DIVISION

47450 Woodward Ave | Pontiac, Michigan 48342
TELEPHONE: (248) 758-2800

Mayor Deirdre Waterman

TO: HONORABLE MAYOR, COUNCIL PRESENT, AND CITY COUNCIL

FROM: VERN GUSTAFSSON, PLANNING MANAGER
THROUGHT THE OFFICE OF DEPUTY MAYOR JANE BAIS-DISESSA

SUBJECT: ZMA 19-15 ZONING MAP AMENDMENT
ETKIN MANAGEMENT LLC
3111 CENTERPOINT PARKWAY | PIN 64-19-03-427-007
C-4 SUBURBAN COMMERCIAL TO M-1 LIGHT MANUFACTURING

DATE: NOVEMBER 18, 2019

The City of Pontiac is in receipt of application ZMA 19-15 for a Zoning Map Amendment [rezoning] parcel Number 64-19-03-427-007, of approximately three acres located on the north side of Centerpoint Parkway, west of Opdyke Road. Etkin Management LLC, the applicant requests a rezoning from C-4 Suburban Commercial to M-1 Light Manufacturing. At the November 4, 2019 meeting of the Planning Commission recommended to City Council the approval of the Zoning Map Amendment.

Existing Land Uses

The subject site is located on a single vacant parcel. To the north of the subject site is Challenge Manufacturing auto supplier and Williams International and to the east is Residence Inn. South of the site is Canadian National Railway and Auburn Hills Marriott and to the west is Canadian National Railway.

Master Plan

According to the City's 2014 Master Plan Update, Pontiac is staking a claim to a new destiny. It is a City with extraordinary assets and bright economic prospects on which to build a revised destiny. It is with this spirit that is embedded in the Master Plan update.

The subject site is designated as Entrepreneurial: Industrial, Commercial & Green land use category. The primary goal of this category is to provide flexibility that encourages diverse, positive uses in the City. Areas to the north, east, south and west are also planned as Entrepreneurial: Industrial, Commercial & Green. The Zoning Map Amendment request complies with the requirements found within the Master Plan's Entrepreneurial district classification, which is to provide flexibility that encourages the use of vacant properties in strategic locations around the City.

Existing Zoning Districts

Abutting properties to the north are zoned M-1 Light Manufacturing. East and south of subject site is zoned C-4 Suburban Commercial. West of the site is zoned C-4 and M-1. The proposed Zoning Map Amendment provides a perfect balanced, transition between commercial hospitality and light manufacturing zoned areas.

Rezoning Criteria

The Pontiac Planning Commission must consider any of the following criteria [section 6.804, A-J] that apply to the rezoning application in making findings, recommendations, and a decision to amend the Official Zoning Map [Section 6.804]. Additionally, the section also stipulates that the Planning Commission may also consider other factors that are applicable to the application, but are not listed among the ten criteria. To assist in the evaluation of these and other criteria, we offer the following findings of fact for your consideration.

Section 6.804 provides review criteria for the Planning Commission to utilize in making its findings, recommendations, and formulating a decision. The *ten stated criteria* are listed below with our findings:

1. *Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.*
The subject site will conform to the goals and objectives included in the City's Master Plan. The Master Plan created Entrepreneurial districts to develop/redevelop vacant, underutilized irregularly shaped parcels.
2. *Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.*
The site has been cleared so it's geological, hydrological, and other environmental features are no longer present on the site, except for a vegetative buffer of trees at the north edge of the site, which will be removed.
3. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.*
The existing site itself is not conducive to develop as a suburban commercial use. It is clear that the small, irregular shape parcel could not provide a reasonable return on investment.
4. *Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.*
The development of a self storage facility is compatible with uses allowed within the M-1 zoning district and will not negatively impact density, traffic or property values.
5. *The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City.*
The City's utilities does have capacity and services will be sufficient to accommodate the proposed self storage facility and not compromise the City's health, safety, and welfare.

6. *The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.*
Centerpoint Parkway is a City Major Road. The proposed development will not impact the ability of this street and adjoining roads to handle potential traffic.
7. *The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.*
The boundaries of the rezoning are reasonable in relationship to surroundings and zoning district dimensional requirements.
8. *If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.*
With all the previous findings of fact, the boundaries of the proposed M-1 zoning district are reasonable from the City's perspective and comply with the vision found in the City's Master Plan.
9. *If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.*
It would be inappropriate to amend the zoning text for C-4 Suburban Commercial zoning district with its primary goal of creating settings for commercial development to allow self storage facilities within the C-4 zoning district.
10. *The requested rezoning will not create an isolated or incompatible zone in the neighborhood.*
The proposed rezoning does not create an incompatible 'spot zone' within the area and it proposes reasonable continuation of light manufacturing zoning to the west and north.

Recommendation

Per the review requirements found in Section 6.804 of the Zoning Ordinance and our findings, the Planning Commission request City Council to approve the following resolution to rezone Parcel Number 64-19-03-427-007 [application ZMA 19-15] from C-4 Suburban Commercial to M-1 Light Manufacturing.

ZA 19-15 - Zoning Map Amendment
Address: 3111 Centerpoint Parkway
Parcel: 64-19-03-427-007

Resolution

Whereas, The City has received an application for a Zoning Map Amendment for 3111 Centerpoint Parkway, identified as Parcel No. 64-19-03-427-007 from Etkin Management LLC and the applicant's petition is for the rezoning of the aforementioned parcel; and

Whereas, The Planning Division has reviewed the applicant's rezoning request in regards to the City's Master Plan and the request conforms to the goals and vision contained within the plan; and

Whereas, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

Whereas, In accordance with the procedures outlined in the Zoning Ordinance, Sections 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, On November 6, 2019, a Public Hearing was held and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment request for 3111 Centerpoint Parkway approving the change from the current C-4 Suburban Commercial to M-1 Light Manufacturing; and

Now Therefore, Be It Resolved, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 19-15) request for 3111 Centerpoint Parkway, also known as Parcel No. 64-19-03-427-007, to amend the current site zoning C-4 Suburban Commercial to M-1 Light Manufacturing.



CITY OF PONTIAC
Department of Building Safety & Planning
Planning Division

Mayor Deirdre Waterman

TO: PONTIAC PLANNING COMMISSION

FROM: VERN GUSTAFSSON, PLANNING MANAGER
PLANNING DIVISION

SUBJECT: ZMA 19-15 ZONING MAP AMENDMENT
ETKIN MANAGEMENT LLC
3111 CENTERPOINT PARKWAY | PIN 64-19-03-427-007
C-4 SUBURBAN COMMERCIAL TO M-1 LIGHT MANUFACTURING

DATE: OCTOBER 21, 2019

The City of Pontiac is in receipt of application ZMA 19-15 for a Zoning Map Amendment [rezoning] parcel Number 64-19-03-427-007, of approximately three acres located on the north side of Centerpoint Parkway, west of Opdyke Road. Etkin Management LLC, the applicant requests a rezoning from C-4 Suburban Commercial to M-1 Light Manufacturing. The rezoning would ensure that the proposed Self Storage Facility is properly zoned. In accordance with Section 6.802 of the City Zoning Ordinance, the request for Zoning Map Amendment requires a technical review, Public Hearing, recommendation by the Planning Commission, and a final decision by City Council.

Summary

1. The applicant requests rezoning the subject site from C-4 Suburban Commercial to M-1 Light Manufacturing.
2. The Master Plan identifies the subject site as Entrepreneurial: Industrial, Commercial & Green. The proposed zoning designation is consistent with this future land use designation.
3. The subject property is compatible with M-1 zoning standards.
4. If the Zoning Map Amendment is approved, the applicant would be required to comply with Article 6, Chapter 2, and Section 6.204 Site Plan Review of the Pontiac Zoning Ordinance.

Existing Land Uses

The subject site is located on a single vacant parcel. To the north of the subject site is Challenge Manufacturing auto supplier and Williams International and to the east is Residence Inn. South of the site is Canadian National Railway and Auburn Hills Marriott and to the west is Canadian National Railway.

Master Plan

According to the City's 2014 Master Plan Update, Pontiac is staking a claim to a new destiny. It is a City with extraordinary assets and bright economic prospects on which to build a revised destiny. It is with this spirit that is embedded in the Master Plan update.

The subject site is designated as Entrepreneurial: Industrial, Commercial & Green land use category. The primary goal of this category is to provide flexibility that encourages diverse, positive uses in the City. Areas to the north, east, south and west are also planned as Entrepreneurial: Industrial, Commercial & Green. The Zoning Map Amendment request complies with the requirements found within the Master Plan's Entrepreneurial district classification, which is to provide flexibility that encourages the use of vacant properties in strategic locations around the City.

Existing Zoning Districts

Abutting properties to the north are zoned M-1 Light Manufacturing. East and south of subject site is zoned C-4 Suburban Commercial. West of the site is zoned C-4 and M-1. The proposed Zoning Map Amendment provides a perfect balanced, transition between commercial hospitality and light manufacturing zoned areas.

Rezoning Criteria

The Pontiac Planning Commission must consider any of the following criteria [section 6.804, A-J] that apply to the rezoning application in making findings, recommendations, and a decision to amend the Official Zoning Map [Section 6.804]. Additionally, the section also stipulates that the Planning Commission may also consider other factors that are applicable to the application, but are not listed among the ten criteria. To assist in the evaluation of these and other criteria, we offer the following findings of fact for your consideration.

Section 6.804 provides review criteria for the Planning Commission to utilize in making its findings, recommendations, and formulating a decision. The *ten stated criteria* are listed below with our findings:

1. *Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.*
The subject site will conform to the goals and objectives included in the City's Master Plan. The Master Plan created Entrepreneurial districts to develop/redevelop vacant, underutilized irregularly shaped parcels.
2. *Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.*
The site has been cleared so it's geological, hydrological, and other environmental features are no longer present on the site, except for a vegetative buffer of trees at the north edge of the site, which will be removed.
3. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.*
The existing site itself is not conducive to develop as a suburban commercial use. It is clear that the small, irregular shape parcel could not provide a reasonable return on investment.

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

The development of a self storage facility is compatible with uses allowed within the M-1 zoning district and will not negatively impact density, traffic or property values.

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

The City's utilities does have capacity and services will be sufficient to accommodate the proposed self storage facility and not compromise the City's health, safety, and welfare.

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

Centerpoint Parkway is a City Major Road. The proposed development will not impact the ability of this street and adjoining roads to handle potential traffic.

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

The boundaries of the rezoning are reasonable in relationship to surroundings and zoning district dimensional requirements.

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

With all the previous findings of fact, the boundaries of the proposed M-1 zoning district are reasonable from the City's perspective and comply with the vision found in the City's Master Plan.

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

It would be inappropriate to amend the zoning text for C-4 Suburban Commercial zoning district with its primary goal of creating settings for commercial development to allow self storage facilities within the C-4 zoning district.

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

The proposed rezoning does not create an incompatible 'spot zone' within the area and it proposes reasonable continuation of light manufacturing zoning to the west and north.

Recommendation

Per the review requirements found in Section 6.804 of the Zoning Ordinance and our findings, we suggest that the Planning Commission consider recommending to City Council the request from Etkin Management LLC to rezone Parcel Number 64-19-03-427-007 [application ZMA 19-15] from C-4 Suburban Commercial to M-1 Light Manufacturing.



Application for Zoning Map Amendment

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: 3111 Centerpoint Parkway

Sidwell Number: 19-03-427-007

Date: _____

Office Use Only

PF Number: _____

Instructions: Completed applications with appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least 30 days prior to the regularly scheduled Planning Commission meeting. Applications must be complete in all respects with supporting documents such as site plan, property survey etc. Planning staff will schedule the application for consideration by the Planning Commission in accordance with the attached schedule. Incomplete applications will delay the review process.

Applicant (please print or type)

Name	Etkin Management, LLC; Agent for Owner		
Address	150 W. 2nd Street, Suite 200		
City	Royal Oak		
State	Michigan		
ZIP Code	48067		
Telephone	Main: (248) 358-0800	Cell:	Fax: (248) 358-2180
E-Mail	jsuardini@etkinllc.com		

Project and Property Information

Name of Proposed Development: Centerpoint Self Storage Facility

The subject property is location at 3111 Centerpoint Parkway on the N / S / E / W side of Centerpoint Parkway between S. Opdyke Rd and Woodward Ave.

The property is zoned: C-4

Proposed Zoning District: M-1

It is proposed that the property will be used as: A Self Storage Facility

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

19-03-427-007 Unit 24 of the Centerpoint Business Campus Condominium

Property Owner Information

Name	Centerpoint Associates, LLC		
Address	150 W. 2nd Street, Suite 200		
City	Royal Oak		
State	Michigan		
ZIP Code	48067		
Telephone	Main: (248) 358-0800	Cell:	Fax: (248) 358-2180
E-Mail	jsuardini@etkinllc.com		

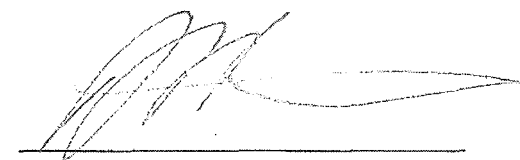
Are you the _____ Owner ☒ Agent/rep. of the owner _____ Other _____

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

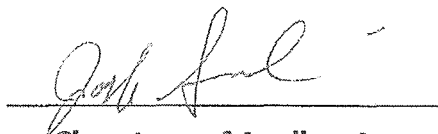
The proposed use will be a three (3) story climate controlled self storage facility.

State the reason for the Zoning Map Amendment, particularly the manner in which the City will benefit if the amendment is approved and why such change will not be detrimental to the public welfare and/or the property rights of other persons located in the vicinity of the site.

A zoning map amendment is needed to ensure that the Use for the property is approved. The zoning classification change to M-1 is not detrimental to the public or the neighbors given the location within the park as well as it being a similar or like zoning classification to nearby properties.



Signature of Owner



Signature of Applicant

State of Michigan
County of Oakland

On this _____ day of _____, A.D., 20____, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

Notary Public, Oakland County, Michigan
My Commission Expires: _____

#10

RESOLUTION



CITY OF PONTIAC
Department of Building Safety & Planning
Planning Division

47450 Woodward Ave • Pontiac, Michigan 48342
Telephone: (248) 758-2800

Mayor Deirdre Waterman

TO: HONORABLE MAYOR, COUNCIL PRESIDENT, AND CITY COUNCIL

FROM: VERN GUSTAFSSON, PLANNING MANAGER
THROUGH THE OFFICE OF DEPUTY MAYOR JANE BAIS-DISESSA

RE: VSA 18-06 STREET VACATION – CAMPUS DRIVE, Between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

DATE: NOVEMBER 18, 2018

The City of Pontiac is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004. At the November 6, 2019 Planning Commission meeting, the Commission recommended City Council to approve the vacation of Campus Drive.

1. **APPLICANT:** 4GW Real Estate Investments LLC & 3937 Campus Drive Investments LLC
2. **REQUEST:** To vacate West Campus Drive and the south half of East Campus Drive on or adjacent to 4GW Real Estate Investments LLC properties and vacate the north half of East Campus Drive adjacent to the south edge of 3937 Campus Drive Investments LLC development.
3. **LEGAL DESCRIPTION:** See attached legal description dated August 12, 2019 prepared by David P. Smith & Associates.
4. **RELATIONSHIP TO PONTIAC 2014 MASTER PLAN UPDATE:** The City of Pontiac's 2014 Master Plan Future Land Use map illustrates Entrepreneurial: Industrial Commercial & Green land uses for the adjoining properties to the north and south of the proposed street vacation.

Within this Entrepreneurial District major portions have been acquired by various private interests and developed/redeveloped over the course of the past number of years. These developments and tenants

have reinvigorated this area and has become a catalyst for other new investment and development. This street vacation addresses several Master Plan, Entrepreneurial District objectives by removing the Campus Drive for future expansion of each site(s).

5. **ADMINISTRATIVE REVIEW COMMITTEE COMMENTS:** The Oakland County Water Resources Commission [WRC] noted that a water main and sanitary sewer is in the Campus Drive right-of-way [see attached letter]. WRC requested that a permanent easement be reserved over and across the entire drive vacation for the benefit of Oakland County for the construction, operation, maintenance and repair and replacement of these utilities.

The new owners are required to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.

Also, the new owners are requested to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive. The present location of the power source for these four street lights on the east side of Enterprise Drive between South Boulevard and campus Drive is unknown.

6. **PLANNING STAFF FINDINGS:**

- a) Campus Drive is not necessary for the access to adjacent properties or is not needed for any necessary services.
- b) The vacation of Campus Drive would not make access to nearby properties more substantially difficult, time consuming or inconvenient and the vacation will not be substantially detrimental to the value and/or utility of adjacent or nearby properties.
- c) Other existing streets including Centerpoint Parkway, South Boulevard, Enterprise Drive and Opdyke Road will provide access to all parcels that may be served by Campus Drive.
- d) The requested vacation is not necessary to provide access to police, fire or other public safety services.
- e) All adjacent property owners have signed the street vacation petition.

VSA 18-06

CAMPUS DRIVE – BETWEEN CENTERPOINT PARKWAY AND OPDYKE ROAD

RESOLUTION

The City of Pontiac is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

WHEREAS, the Pontiac Planning Commission finds that the subject street is not required to remain for access to adjoining property owners; and

WHEREAS, the Pontiac Planning Commission finds that the proposed street vacation will not have an adverse effect on the surrounding properties; and

WHEREAS, the Pontiac Planning Commission at the November 6, 2019 Planning Commission meeting, the Commission recommended City Council to approve the vacation of Campus Drive; and

WHEREAS, the Pontiac City Council requires that all permanent utility easements be obtained and recorded after City Council approval; and

WHEREAS, the Pontiac City Council require the new owners to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road; and

WHEREAS, the Pontiac City Council require the new owners to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive; and

NOW, THEREFORE BE IT RESOLVED that the City Council for the City of Pontiac approve the Planning Commission recommendation to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.



CITY OF PONTIAC
Department of Building Safety & Planning
Planning Division

47450 Woodward Ave • Pontiac, Michigan 48342
Telephone: (248) 758-2800

Mayor Deirdre Waterman

TO: PONTIAC PLANNING COMMISSION

FROM: VERN GUSTAFSSON
PLANNING MANAGER

DATE: OCTOBER 21, 2019

RE: VSA 18-06 STREET VACATION – CAMPUS DRIVE, Between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

1. **APPLICANT:** 4GW Real Estate Investments LLC & 3937 Campus Drive Investments LLC
2. **REQUEST:** To vacate West Campus Drive that cross 4GW Real Estate Investments LLC properties and vacate East Campus Drive that runs along the south edge of 3937 Campus Drive Investments LLC development.
3. **LEGAL DESCRIPTION:** Vacation of the westerly part of West Campus Drive lying west of Enterprise Drive to Centerpoint Parkway abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023, 19-03-200-023 and 19-03-226-004 [see attached legal description dated August 12, 2019 prepared by David P. Smith & Associates].
4. **RELATIONSHIP TO PONTIAC 2014 MASTER PLAN UPDATE:**
The City of Pontiac's 2014 Master Plan Future Land Use map illustrates Entrepreneurial: Industrial Commercial & Green land uses for the adjoining properties to the north and south of the proposed street vacation.

Within this Entrepreneurial District major portions have been acquired by various private interests and developed/redeveloped over the course of the past number of years. These developments and tenants have reinvigorated this area and has become a catalyst for other new investment and development. This street vacation addresses several Master Plan, Entrepreneurial District objectives by removing the Campus Drive for future expansion of each site(s).

5. ADMINSTRATIVE REVIEW COMMITTEE COMMENTS:

The Oakland County Water Resources Commission [WRC] noted that a water main and sanitary sewer is in the Campus Drive right-of-way [see attached letter]. WRC requested that a permanent easement be reserved over and across the entire drive vacation for the benefit of Oakland County for the construction, operation, maintenance and repair and replacement of these utilities.

The new owners are required to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.

Also, the new owners are requested to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive. The present location of the power source for these four street lights on the east side of Enterprise Drive between South Boulevard and campus Drive is unknown.

6. PLANNING STAFF FINDINGS:

- a) Campus Drive is not necessary for the access to adjacent properties or is not needed for any necessary services.
- b) The vacation of Campus Drive would not make access to nearby properties more substantially difficult, time consuming or inconvenient and the vacation will not be substantially detrimental to the value and/or utility of adjacent or nearby properties.
- c) Other existing streets including Centerpoint Parkway, South Boulevard, Enterprise Drive and Opdyke Road will provide access to all parcels that may be served by the right-of-way proposed for vacation.
- d) The requested vacation is not necessary to provide access to police, fire or other public safety services.
- e) All adjacent property owners have signed the street vacation petition.

7. RESOLUTIONS FOR APPROVAL AND DENIAL:

Resolutions for approval and denial are attached for your consideration.

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

VSA 18-06

**PONTIAC PLANNING COMMISSION
REQUEST FOR STREET VACATION
RESOLUTION OF DENIAL**

The Pontiac Planning Commission is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

WHEREAS, the Pontiac Planning Commission finds that the subject street is required to remain for access to adjoining property owners; and

WHEREAS, the Pontiac Planning Commission finds that the proposed street vacation will have an adverse effect on the surrounding properties; and

WHEREAS, the Pontiac Planning Commission finds that the existing street right-of-way contain utilities, and the right-of-way may be required to service these utilities; and

NOW, THEREFORE BE IT RESOLVED that the vacation of Campus Drive between Centerpoint Parkway and Opdyke Road hereby recommended for denial to the City Council.

PONTIAC PLANNING COMMISSION
REQUEST FOR ALLEY VACATION
RESOLUTION OF APPROVAL

The Pontiac Planning Commission is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

WHEREAS, the Pontiac Planning Commission finds that the subject street is not required to remain for access to adjoining property owners; and

WHEREAS, the Pontiac Planning Commission finds that the proposed street vacation will not have an adverse effect on the surrounding properties; and

WHEREAS, the Pontiac Planning Commission finds that all permanent utility easements be obtained and recorded prior to City Council approval; and

WHEREAS, the Pontiac Planning Commission require the new owners to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.

WHEREAS, the Pontiac Planning Commission require the new owners to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive.

NOW, THEREFORE BE IT RESOLVED on November 6, 2019, that the vacation of Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004, is hereby recommended for approval to the City Council, subject to the property owners providing any and all necessary permanent utility easements and the property owners will salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.



Jim Nash

October 24, 2019

Attn: Mr. Donovan Smith
City of Pontiac Planning Commission
47450 Woodward Avenue
Pontiac, Michigan 48342

Re: Vacation of Street/Alley – 2000 Centerpoint – Campus Drive

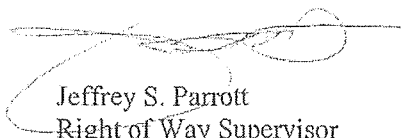
Dear Mr. Smith:

Please be advised the Oakland County Water Resources Commissioner's office has a water supply system and sanitary sewer system under its jurisdiction located within the proposed street vacation.

Therefore, this office objects to the street vacation unless an easement is reserved for the benefit of the County of Oakland for operation, maintenance, repair or replacement of the water supply system and sanitary sewer system.

If you have any questions, please feel free to contact me.

Sincerely,



Jeffrey S. Parrott
Right of Way Supervisor
parrottj@oakgov.com
248-452-2162





Application for Vacation or Closure of Street, Alley or Easement

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: _____

Sidwell Number: _____

Office Use Only

PF Number: _____

Date: _____

Instructions: Applications for vacation or closure of street, alley, easement or Public right-of-way shall be filed with the Office of Land Use and Strategic Planning along with a \$1,500.00 fee and a map of the area requested for vacation at least 30 days before the regularly scheduled Planning Commission Meeting. Applications shall be signed by property owners abutting the street or alley requested for vacation where possible. Incomplete applications will delay the review process. Recommendation of the Planning Commission will be forwarded to the City Council for final action.

Applicant (please print or type)

Name	46W REAL ESTATE INVESTMENTS LLC		
Address	2000 CENTERPOINT PARKWAY		
City	PONTIAC		
State	MI		
ZIP Code	48342		
Telephone	Main: 248.624.5200	Cell: 248.960.2700	Fax:
E-Mail	gschoopa@46wre.com		

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

SEE ATTACHED

I (We) the undersigned, do hereby respectfully petition the City of Pontiac for vacation of the Right-of-Way or Easement described above (attach additional sheet if necessary):

Name	Street & Number	Lot No. & Subdivision	Signature
GARY SCHOFER	VP, 46W REI, LLC		Gary Schofer
KEN TROM	REPRESENTATIVE	46W REI, LLC	Kenneth P. Trom

Reason for Vacation of Right of Way or Easement:

SEE ATTACHED

☐ Attached is a map indicating the area for which vacation is requested and the location of the applicants property.

4600 REAL ESTATE INVESTMENTS, LLC

Gary Scheraga

Signature of Applicant

GARY SCHERAGA
VICE PRESIDENT

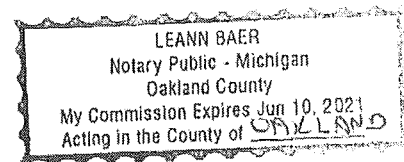
State of Michigan
County of Oakland

On this 23rd day of AUGUST, 2012, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge except as to the matters therein stated to be upon information and belief and as to those matters he/she believes it to be true.

Leann Baer

Notary Public - Oakland County, Michigan

My Commission Expires JUNE 10, 2021



8-20-2019 pm

A) BOTH ADJOINING OWNERS:

1) 4GW REAL ESTATE INVESTMENTS LLC

2) 3937 Campus Drive Investments LLC

B) MUTUALLY AGREE TO VACATE AND ABANDON CAMPUS DRIVE, BEING A PART OF

"CENTERPOINT BUSINESS CAMPUS CONDOMINIUM "OCCP # 1004 L.16667 P. 011,

LOCATED IN THE NE ¼ OF SECTION 3, T2N, R10E, CITY OF PONTIAC, OAKLAND CO., MI.

AS SHOWN ON SURVEY LABELED "PARCEL RECOMBINATION & PROPOSED VACATION OF CAMPUS DRIVE
" BY DAVID P. SMITH & ASSC., INC, JOB # 18-051501 DATED 8-12-2019.

THE REVERSIONARY PARTS OF CAMPUS DRIVE WILL BE RECOMBINED WITH THE ADJOINING PARCELS.

C) THE VACATION WILL ACCOMMODATE FUTURE EXPANSION OF EACH SITE.

D) ALL ADJOINING PARCELS HAVE ACCESS TO PUBLIC ROADS.

E) BOTH ADJOINING OWNERS WILL GRANT A 20' WIDE WATERMAIN AS SHOWN AS SAID SURVEY TO THE
DRAIN COMMISSION OF OAKLAND COUNTY.

F) ALL OTHER EXISTING UTILITIES ARE PRIVATE .



Application for Vacation or Closure of Street, Alley or Easement

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: _____

Sidwell Number: _____

Date: _____

Office Use Only

PF Number: _____

Instructions: Applications for vacation or closure of street, alley, easement or Public right-of-way shall be filed with the Office of Land Use and Strategic Planning along with a \$1,500.00 fee and a map of the area requested for vacation at least 30 days before the regularly scheduled Planning Commission Meeting. Applications shall be signed by property owners abutting the street or alley requested for vacation where possible. Incomplete applications will delay the review process. Recommendation of the Planning Commission will be forwarded to the City Council for final action.

Applicant (please print or type)

Name	3937 Campus Drive Investments, LLC		
Address	150 W. 2nd Street, Suite 200		
City	Royal Oak		
State	Michigan		
ZIP Code	48067		
Telephone	Main: 248-358-0800	Cell:	Fax: 248-358-2180
E-Mail			

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

See attached

I (We) the undersigned, do hereby respectfully petition the City of Pontiac for vacation of the Right-of-Way or Easement described above (attach additional sheet if necessary):

Name	Street & Number	Lot No. & Subdivision	Signature
Douglas M. Elkin			

Reason for Vacation of Right of Way or Easement:

☒ Attached is a map indicating the area for which vacation is requested and the location of the applicants property, Unit 27

3937 Campus Drive Investments, LLC



Signature of Applicant

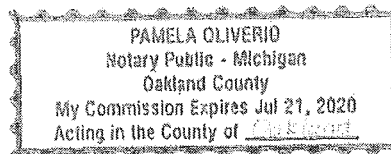
Douglas M. Etkin, Manager

State of Michigan
County of Oakland

On this 27 day of August, A.D., 2019, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as in these matters he/she believes it to be true.

Pamela Oliverio
Notary Public, Oakland County, Michigan

My Commission Expires: July 21, 2020



8-20-2019 pm

A) BOTH ADJOINING OWNERS:

1) 4GW REAL ESTATE INVESTMENTS LLC

2) 3937 Campus Drive Investments LLC

B) MUTUALLY AGREE TO VACATE AND ABANDON CAMPUS DRIVE, BEING A PART OF

"CENTERPOINT BUSINESS CAMPUS CONDOMINIUM "OCCP # 1004 L.16667 P. 011,

LOCATED IN THE NE ¼ OF SECTION 3, T2N, R10E, CITY OF PONTIAC, OAKLAND CO., MI.

AS SHOWN ON SURVEY LABELED "PARCEL RECOMBINATION & PROPOSED VACATION OF CAMPUS DRIVE
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THE REVERSIONARY PARTS OF CAMPUS DRIVE WILL BE RECOMBINED WITH THE ADJOINING PARCELS.

C) THE VACATION WILL ACCOMMODATE FUTURE EXPANSION OF EACH SITE.

D) ALL ADJOINING PARCELS HAVE ACCESS TO PUBLIC ROADS.

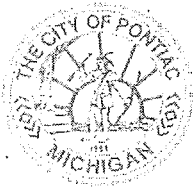
E) BOTH ADJOINING OWNERS WILL GRANT A 20' WIDE WATERMAIN AS SHOWN AS SAID SURVEY TO THE
DRAIN COMMISSION OF OAKLAND COUNTY.

F) ALL OTHER EXISTING UTILITIES ARE PRIVATE.

[illegible]

#11

RESOLUTION



CITY OF PONTIAC
Department of Building Safety & Planning
Planning Division

47450 Woodward Ave • Pontiac, Michigan 48342
Telephone: (248) 758-2800

Mayor Deirdre Waterman

TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL

FROM: VERN GUSTAFSSON – PLANNING MANAGER
THROUGH THE OFFICE OF DEPUTY MAYOR, JANE BAIS-DISESSA

SUBJECT: CHALLENGE MANUFACTURING COMPANY

**RESOLUTION APPROVING PURSUANT TO THE PROVISIONS OF PA 198 OF 1974,
ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT LOCATED ON 2501
CENTERPOINT PARKWAY | PARCEL NO. 64-19-03-200-021**

**RESOLUTION APPROVING OF CHALLENGE MANUFACTURING COMPANY FOR INDUSTRIAL
FACILITIES EXEMPTION CERTIFICATE FOR A NEW FACILITY**

DATE: DECEMBER 4, 2019

The City of Pontiac received an application dated October 23, 2019 from Challenge Manufacturing Company for Exemption of New Real Property under Michigan Public Act 198 of 1974 [see attached application]. The request relates to an estimated \$13,635,232 dollar real property investment the Company is making in a 57,000 square foot building addition of its manufacturing facility located in the City of Pontiac and expects to add 35 new jobs at the facility within two years of completion. Challenge Manufacturing Company is seeking a new 12 year Industrial Facilities Tax Exemption Certificate for the improvements they will be making next year. In addition, Challenge Manufacturing Company request to establish a new Industrial Development District of their entire property located on 2501 Centerpoint Parkway, parcel no. 64-19-03-200-021 [see attachment from Warner Norcross + Judd dated November 15, 2019].

2501 Centerpoint Parkway has been designed as a Brownfield in effect until 2031, but may be terminated quicker if Challenge Manufacturing Company is repaid quicker. The property assessed value at time of Brownfield designation was zero on all the property parcels. Once the Brownfield is terminated all property taxes will flow to the City's general fund. The City of Pontiac and Challenge Manufacturing Company will prepare a Development Agreement that will acceptable to all parties.

As you know, a new Industrial Development District would have to be established for Challenge Manufacturing Company to be eligible for the 50% abatement on the property taxes on the expansion and this remaining 50% would go into the Brownfield and eventually would be reimbursed to Challenge Manufacturing Company. The financial advantage to the City would benefit from, would be the ½% income tax on the 35 individuals to be hired as part of the building addition, the 150 employees backfilled into the existing operation, corporate income tax, plus any collateral benefit to businesses in the area.

**ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT LOCATED ON 2501
CENTERPOINT PARKWAY, PARCEL NO. 64-19-03-200-021**

Minutes of a regular meeting of the City Council of City of Pontiac, Michigan held on December 10, 2019, at Pontiac City Hall Council Chamber, 47450 Woodward Avenue, Pontiac, Michigan 48342 at 6:00 PM:

PRESENT:

ABSENT:

The following preamble and resolution were offered by: _____ and supported by: _____.

Resolution Establishing an Industrial Development District for Challenge Manufacturing Company

WHEREAS, pursuant to PA 198 of 1974, as amended, this City Council has the authority to establish "Industrial Development Districts" within City of Pontiac, Michigan ; and

*WHEREAS, Challenge Manufacturing Company has petitioned the City Council to establish an Industrial Development District on its property located in City of Pontiac, Michigan hereinafter described; and

**WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Oakland Press and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on December 10, 2019 a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of City of Pontiac, Michigan were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Pontiac, Michigan to establish the Industrial Development District as proposed; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Pontiac, Michigan that the following described parcel of land situated in City of Pontiac, Oakland County, and State of Michigan, to wit:

Legal Description [see EXHIBIT A, attached]

is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, an Industrial Development District located on 2501 Centerpoint Parkway, Parcel No. 64-19-03-200-021.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Pontiac, County of Oakland, Michigan, as a regular meeting held on December 10, 2019.

Interim City Clerk

December 10, 2019

Exhibit A

Legal Description

LEGAL DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING ALL THAT PART OF LOTS 8-11 AND PART OF BELT LINE RAIL ROAD, AS PLATTED, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2 N., R.10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED BY NOWAK & FRAUS 04-05-07), T. 2 N., R.10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN: THENCE S. 00°36'21" W. ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N. 89°23'39" W. 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S. 00°36'21" W. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENDMENTS THERETO, AS LAST AMENDED BY EIGHTH AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, AND 40 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S. 89°35'13" W. 35.00 FEET, AND (2) N. 00°24'47" W., 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56°12'23", LONG CHORD BEARS S. 61°29'01" W., 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, CENTRAL ANGLE 57°36'46", LONG CHORD BEARS S. 62°11'13" W., 216.83 FEET), AND (5) N. 89°00'24" W., 706.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF UNIT 40 AND 24 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, N. 89°00'24" W., 716.42 FEET TO A POINT ON THE EASTERLY LINE OF CENTERPOINT PARKWAY (WIDTH VARIES); THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID EASTERLY LINE OF CENTERPOINT PARKWAY: (1) N. 45°10'30" W., 432.89 FEET, AND (2) 519.48 FEET ALONG A CURVE TO THE RIGHT (RADIUS 400.00 FEET, CENTRAL ANGLE 74°24'38", LONG CHORD BEARS N. 07°58'11" W., 483.74 FEET), AND (3) N. 29°14'08" E., 299.59 FEET, AND (4) 364.33 FEET ALONG A CURVE TO THE LEFT (RADIUS 750.00 FEET, CENTRAL ANGLE 27°49'59", CHORD BEARS N. 15°19'08" E., 360.76 FEET), AND (5) N. 01°24'09" E., 423.92 FEET; THENCE LEAVING THE EASTERLY LINE OF CENTERPOINT PARKWAY, S. 89°00'24" E., 870.00 FEET; THENCE S. 00°59'36" W., 1815.00 FEET BACK TO THE POINT OF BEGINNING. THIS DESCRIBED PARCEL CONTAINS 40.3019 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

#12

RESOLUTION

**RESOLUTION APPROVING OF CHALLENGE MANUFACTURING
COMPANY FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
FOR A NEW FACILITY**

Minutes of a regular meeting of the City Council of City of Pontiac, Michigan held on December 10, 2019, Pontiac City Hall Council Chamber, 47450 Woodward Avenue, Pontiac, Michigan at 6:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____
and supported by _____.

**Resolution Approving Application of Challenge Manufacturing Company for
Industrial Facilities Exemption Certificate for a New Facility**

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on December 10, 2019, this City Council by resolution established an Industrial Development District located on 2501 Centerpoint Parkway, Parcel No. 64-19-03-200-021; and

WHEREAS, Challenge Manufacturing Company has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be installed within the Industrial Development District located on 2501 Centerpoint Parkway, Parcel No. 64-19-03-200-021; and

WHEREAS, before acting on said application, the City Council held a hearing on December 10, 2019, at City Hall Council Chamber, on 47450 Woodward Avenue, Pontiac, Michigan, at 6:00 PM, at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before December 10, 2019, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in City of Pontiac, Michigan; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Pontiac, Michigan, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Pontiac, Michigan that:

1. The City of Pontiac, Michigan finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Pontiac, Michigan, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Pontiac, Michigan.

2. The application from Challenge Manufacturing Company for an Industrial Facilities Exemption Certificate, with respect to a New Facility on the following described parcel of real property situated within the Industrial Development District, to wit: Legal Description [see EXHIBIT A attached] be and the same is hereby approved.

3. The City of Pontiac and Challenge Manufacturing Company will prepare a Development Agreement that will be acceptable to all parties.

4. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of twelve (12) years.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of City of Pontiac, County of Oakland, Michigan, at a regular meeting held on December 10, 2019.

Interim City Clerk

Exhibit A

Legal Description

LEGAL DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING ALL THAT PART OF LOTS 8-11 AND PART OF BELT LINE RAIL ROAD, AS PLATTED, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2 N., R.10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED BY NOWAK & FRAUS 04-05-07), T. 2 N., R.10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN: THENCE S. 00°36'21" W. ALONG THE EAST LINE OF SAID SECTION 3, 1216.50 FEET; THENCE N. 89°23'39" W. 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S.00°36'21" W. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENDMENTS THERETO, AS LAST AMENDED BY EIGHTH AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, AND 40 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S. 89°35'13" W. 35.00 FEET, AND (2) N. 00°24'47" W., 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56°12'23", LONG CHORD BEARS S. 61°29'01" W., 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, CENTRAL ANGLE 57°36'46", LONG CHORD BEARS S. 62°11'13" W., 216.83 FEET), AND (5) N. 89°00'24" W., 706.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF UNIT 40 AND 24 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, N. 89°00'24" W., 716.42 FEET TO A POINT ON THE EASTERLY LINE OF CENTERPOINT PARKWAY (WIDTH VARIES); THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID EASTERLY LINE OF CENTERPOINT PARKWAY: (1) N. 45°10'30" W., 432.89 FEET, AND (2) 519.48 FEET ALONG A CURVE TO THE RIGHT (RADIUS 400.00 FEET, CENTRAL ANGLE 74°24'38", LONG CHORD BEARS N. 07°58'11" W., 483.74 FEET), AND (3) N. 29°14'08" E., 299.59 FEET, AND (4) 364.33 FEET ALONG A CURVE TO THE LEFT (RADIUS 750.00 FEET, CENTRAL ANGLE 27°49'59", CHORD BEARS N. 15°19'08" E., 360.76 FEET), AND (5) N. 01°24'09" E., 423.92 FEET; THENCE LEAVING THE EASTERLY LINE OF CENTERPOINT PARKWAY, S. 89°00'24" E., 870.00 FEET; THENCE S. 00°59'36" W., 1815.00 FEET BACK TO THE POINT OF BEGINNING. THIS DESCRIBED PARCEL CONTAINS 40.3019 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.



Challenge

Main Office - Walker
 Challenge Mfg. Company
 3079 Three Mile Rd NW
 Walker, MI 49534
 Tele: 616-735-6500
 Fax: 616 735-6700

October 23, 2019

City Clerk, Garland Doyle
 City of Pontiac
 47450 Woodward Ave
 Pontiac, MI 48342

Subject: Michigan Public Act 198 of 1974, as amended ("Act"); Application for Industrial Facilities Tax Exemption Certificate

Attn: City Clerk, Garland Doyle

Challenge Mfg. Company, LLC is hereby respectfully requesting two things, as follows:

First, the acceptance of the attached Application for Exemption of New Real Property under Michigan Public Act 198 of 1974. The purpose of the request relates to the estimated \$13,635,232 real property investment the Company is making in the 57,000 square foot expansion of its manufacturing facility located within the City. The site of the facility will be at 2501 Centerpoint Parkway. The Company is requesting that the acceptance of this application to help reduce some of the capital costs of the project and believes the savings will help the initial success and sustainability of the project, a situation that benefits all parties. As such, we appreciate your consideration of the Challenge Mfg. Company, LLC Public Act 198 application.

Second, the Company is also requesting that the City confirm the established Industrial Development District ("District") in a signed Resolution. The Act requires that the City provide to the State, as part of the approved Certificate Application package, a certified copy of the Resolution establishing the District. The Company's records show that the District was initially established on November 5, 1984, but neither the Company nor the City is able to locate a copy of the signed City Resolution. Therefore, we request that a new Resolution be signed by the City to confirm the existing District and the date it was initially established, so that the Company's enclosed Application complies with the requirements of the Act.

Please inform me and our legal counsel of the date and time of the public hearing to consider this Application, so that a representative of the Company will be available to answer questions. Our legal counsel contact information is as follows:

Melissa N. Collar
 Warner Norcross + Judd
 1500 Warner Building
 150 Ottawa Avenue NW
 Grand Rapids, MI 49503
mcollar@wnj.com
 (616) 752-2209

Very truly yours,
 CHALLENGE MFG. COMPANY, LLC

Michael F. Rodgers

Michael F. Rodgers
 CFO

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 196 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and one copy of this form and the required attachments (two complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires one complete set (one original). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Challenge Mfg. Company, LLC		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3460	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 2501 Centerpoint Parkway, Pontiac, Michigan, 48341		1d. City/Township/Village (Indicate which) City of Pontiac	1e. County Oakland
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Pontiac	
		3b. School Code 63030	
		4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

See Exhibit B attached.

6a. Cost of land and building improvements (excluding cost of land).....	13,635,232
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures.....	0
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs.....	13,635,232
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	11/05/2019	08/30/2020	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements			<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project. N/A - No impact to existing jobs	10. No. of new jobs at this facility expected to create within 2 years of completion. 35
---	---

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	
b. TV of Personal Property (excluding inventory)	
c. Total TV	

12a. Check the type of District the facility is located in:

☒ Industrial Development District ☐ Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 11/05/1984	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Michael F. Rodgers	13b. Telephone Number (616) 735-6559	13c. Fax Number	13d. E-mail Address
14a. Name of Contact Person Michael F. Rodgers	14b. Telephone Number (616) 735-6559	14c. Fax Number	14d. E-mail Address
15a. Name of Company Officer (No Authorized Agents) Michael F. Rodgers			
16b. Signature of Company Officer (No Authorized Agents) <i>Michael F. Rodgers</i>		15c. Fax Number	15d. Date 10/23/2019
15e. Mailing Address (Street, City, State, ZIP Code) 3200 Fruit Ridge Avenue, NW Walker, MI 49544		15f. Telephone Number (616) 735-6500	15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
1. LUCI Code	2. Begin Date Real	3. Begin Date Personal	4. End Date Real	5. End Date Personal

EXHIBIT A

Property

LEGAL DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING ALL THAT PART OF LOTS 8-11 AND PART OF BELT LINE RAIL ROAD, AS PLATTED, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2 N., R. 10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED BY NOWAK & FRAUS 04-05-07), T. 2 N., R. 10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN: THENCE S. 00°36'21" W. ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N. 89°23'39" W. 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S. 00°36'21" W. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENDMENTS THERETO, AS LAST AMENDED BY EIGHTH AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, AND 40 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S. 89°35'13" W. 35.00 FEET, AND (2) N. 00°24'47" W., 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56°12'23", LONG CHORD BEARS S. 61°29'01" W., 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, CENTRAL ANGLE 57°36'46", LONG CHORD BEARS S. 62°11'13" W., 216.83 FEET), AND (5) N. 89°00'24" W., 706.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF UNIT 40 AND 24 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, N. 89°00'24" W., 716.42 FEET TO A POINT ON THE EASTERLY LINE OF CENTERPOINT PARKWAY (WIDTH VARIES); THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID EASTERLY LINE OF CENTERPOINT PARKWAY: (1) N. 45°10'30" W., 432.89 FEET, AND (2) 519.48 FEET ALONG A CURVE TO THE RIGHT (RADIUS 400.00 FEET, CENTRAL ANGLE 74°24'38", LONG CHORD BEARS N. 07°58'11" W., 483.74 FEET), AND (3) N. 29°14'08" E., 299.59 FEET, AND (4) 364.33 FEET ALONG A CURVE TO THE LEFT (RADIUS 750.00 FEET, CENTRAL ANGLE 27°49'59", CHORD BEARS N. 15°19'08" E., 360.76 FEET), AND (5) N. 01°24'09" E., 423.92 FEET; THENCE LEAVING THE EASTERLY LINE OF CENTERPOINT PARKWAY, S. 89°00'24" E., 870.00 FEET; THENCE S. 00°59'36" W., 1815.00 FEET BACK TO THE POINT OF BEGINNING. THIS DESCRIBED PARCEL CONTAINS 40.3019 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

A legal description for the Property as provided by Vern Gustafsson is also attached on the pages that follow.



(64) 19-03-200-021

CVT:	City of Pontiac	PIN:	(64) 19-03-200-021
Status:	Active	Parcel Type:	Land
Add Date:	6/23/2014 2:26:52 PM	Delete Date:	
		Last Activity:	3/2/2016 11:31:43 AM

Task Description	
1	T2N, R10E, SEC 3
2	ASSESSORS PLAT NO 110
3	PART OF
4	LOTS 8 THRU 11 INCL &
5	PART OF BELT LINE RR
6	ALL DESC AS
7	BEG AT PT DIST
8	S 00-36-21 W 1215.50 FT &
9	N 89-23-39 W 60 FT &
10	S 00-36-21 W 2060.01 FT &
11	S 00-24-47 E 901.82 FT &
12	S 89-35-13 W 35 FT &
13	N 00-24-47 W 20 FT &
14	S 61-29-01 W 202.56 FT &
15	S 62-11-13 W 216.83 FT &
16	N 89-00-24 W 706.20 FT
17	FROM NE SEC COR,
18	TH N 89-00-24 W 716.42 FT,
19	TH N 45-10-30 W 432.89 FT,
20	TH ALG CURVE TO RIGHT,
21	RAD 100 FT, CHORD BEARS
22	N 07-58-11 W 483.74 FT,
23	DIST OF 519.48 FT,
24	TH N 29-14-08 E 299.59 FT,
25	TH ALG CURVE TO LEFT,
26	RAD 750 FT, CHORD BEARS
27	N 15-19-08 E 360.76 FT,
28	DIST OF 364.33 FT,
29	TH N 01-24-09 E 423.92 FT,
30	TH S 89-00-24 E 870 FT,
31	TH S 00-59-36 W 1815 FT
32	TO BEG
33	4-15-14 FR 019

Land Lineage									
		Parent			Child			Split	
CVT	PIN	Status	Date	CVT	PIN	Status	Date	Date	
64	19-03-200-019	Inactive	06/23/14	64	19-03-200-021	Active	06/23/14	04/16/14	



(64) 19-03-200-021

Address Information			
Primary Mailing Address	Site Address Indicator	Addressee(s)	Address
<input checked="" type="checkbox"/>		★ Challenge Pontiac	3200 Fruit Ridge Ave NW Walker MI 49544-9707
		★ Challenge Pontiac	2501 Centerpoint Pkwy Pontiac MI 48341

Related Parcels			
Case	PIN	Parcel Type	Status
64	IN-14-100-447	Special Act	Active
64	99-00-015-086	Business Account	Active

Address Info Legend

<input checked="" type="checkbox"/>	= Primary Mailing
	= Primary Site
	= Extra Site
★	= Primary
◆	= Secondary
⊗	= Care Of
⊙	= Other
Black	= Individual
Brown	= Organization
Green	= Trust

Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government within six months of commencement of project.)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital):

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs (see sample). Detail listing of machinery and equipment must match amount shown on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad

valorem real and/or personal property tax liability.

The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. (The local unit must verify that the school district listed on all IFT applications is correct.)]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit - see sample).
5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).
6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be

incorporated into the Letter of Agreement (see sample).

7. Treasury Form 3222 (if applicable - *Fiscal Statement for Tax Abatement Request*.)

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: www.legislature.mi.gov/. For more information and Frequently Asked Questions, visit www.michigan.gov/propertytaxexemptions.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

Exhibit B

Detailed Description

Challenge Mfg. Company, LLC ("Challenge", or the "Company") is a manufacturer of welded assemblies and engineered metal formed products for the automotive industry. Challenge was founded in 1981 and currently operates five Michigan-based production facilities, including three in Walker, MI (where the company is headquartered), and one in Holland, MI. The company currently has approximately 2,065 Michigan-based employees, and is a valued tier-1 supplier to several automotive Original Equipment Manufacturers.

The Pontiac, MI facility, which launched in 2016, was the first Challenge facility in Southeast Michigan. The existing facility is 360,000 sq. ft manufacturing facility houses robotic assembly of several component parts to be sold to an OEM production facility in the metro-Detroit area. Due to recent new business awards, Challenge is seeking to expand its operations on the 40-acre site on the southwest corner of a 160-acre vacant property that previously housed General Motors' Pontiac assembly plant site.

As part of the Project referenced in this PA 198 application, Challenge plans to invest an estimated \$13,635,232 to expand its local capabilities to include metal stamping. The press room and supporting infrastructure is estimated to require a 57,000 addition to the current building.

Challenge anticipates creating 35 new jobs from the investment in the Pontiac site, all of which will be above the local living wage and include a mix of both higher-paying skilled positions and unskilled jobs with a lower barrier to entry.

Exhibit C

Real Property Schedule

Construction Description	Beginning Date of Installation	Expected Completion of Installation	Expected Cost
Earthwork & Utilities	11/5/2019	4/6/2020	2,229,565
Concrete	12/3/2019	5/29/2020	4,072,493
Structural Steel	3/3/2020	4/13/2020	3,326,205
Masonry	5/4/2020	7/10/2020	99,079
Woods, Plastics, Composites	4/14/2020	5/25/2020	37,291
Thermal & Moisture	11/5/2019	5/22/2020	1,263,475
Openings	12/31/2019	7/10/2020	164,490
Finishings	6/1/2020	7/10/2020	321,405
Specialties	11/5/2019	5/25/2020	7,833
Fire Supression	4/28/2020	5/20/2020	201,670
Plumbing	4/28/2020	6/2/2020	578,891
Heating, Ventilating, and Air Conditioning	4/28/2020	6/2/2020	466,875
Electrical	4/28/2020	6/2/2020	865,960
Total			\$ 13,635,232

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description
and all TAXES on same are paid for five years payable to the
date of this instrument as appears by the records in the office
except as stated.

MAY 29 2014

mb 1.00

ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 206, 1893 as amended

105037
LIBER 47091 PAGE 571
\$16.00 DEED - COMBINED
\$4.00 RENOVATIONATION
06/04/2014 07:54:15 A.M. RECEIPT# 52130
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

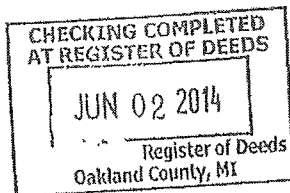
004685

COVENANT DEED (3)

THIS INDENTURE is made on May 20, 2014 between MMP GROUP-ASSEMBLY, LLC, a Michigan limited liability company, with an address at 1999 Centerpoint Parkway, Suite 300, Pontiac, Michigan 48341 ("Grantor"), and CHALLENGE PONTIAC, LLC, a Delaware limited liability company, with an address at 3079 Three Mile Road NW, Walker, Michigan 49534 ("Grantee").

WITNESSETH, That Grantor, for and in consideration of the sum of ten dollars and 00/100 (\$10.00) and other good and valuable consideration (see Real Estate Transfer Tax Valuation Affidavit filed herewith) to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, conveyed, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, convey, bargain, sell, remise, release, alien and confirm unto Grantee, and to its heirs and assigns, forever, all of that certain piece or parcel of land situated, lying and being in the City of Pontiac, Oakland County, Michigan more particularly described on Exhibit A attached hereto (the "Property") subject to matters of zoning, easements, restrictions and rights-of-way of record and the lien for taxes and assessments not yet due and payable; together with all and singular the hereditaments and appurtenances thereunto belonging or in any way appertaining; and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances; to have and to hold the premises as before described, with the appurtenances, unto Grantee, its heirs and assigns, forever. And Grantor, for itself, its successors and assigns, does covenant and agree to and with Grantee, its heirs and assigns, that Grantor has not heretofore done, committed, or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part hereof, is, are or shall, or may be charged or encumbered in title estate or otherwise howsoever, except as hereinabove recited.

SIGNATURE AND NOTARIZATION ON THE FOLLOWING PAGE.



REVENUE TO BE AFFIXED
AFTER RECORDING

OK - LG

TS

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
JUN -2 PM 12:40

SPR

SIGNATURE PAGE TO COVENANT DEED

Executed on May 20, 2014.

MMP GROUP-ASSEMBLY, LLC,
a Michigan limited liability company

By: _____

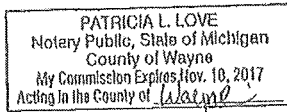
Thomas Dyze

Its: Authorized Signatory

STATE OF MICHIGAN)

COUNTY OF Wayne) ss

The foregoing instrument was acknowledged before me on May 20, 2014, by Thomas Dyze, the Authorized Signatory of MMP Group-Assembly, LLC., a Michigan limited liability company, as his free act and deed on behalf of said limited liability company.



Notary Public, Wayne County, Michigan.

Acting in Wayne County

My commission expires: 11-18-2017

County Treasurer's Certificate		City Treasurer's Certificate
When recorded return to: <u>John V. Dyl, Esq.</u> <u>Warner Norcross & Judd LLP</u> <u>111 Fifth Third Center</u> <u>Suite 900</u> <u>Grand Rapids, MI 49503-2487</u>	Send subsequent tax bills to: Grantee	Drafted by: Thomas R. August, Esq. Jackier Gould, P.C. 121 W. Long Lake Rd., Suite 200 Bloomfield Hills, MI 48304 (248) 642-0500

Recording Fee: \$ _____

Tax Parcel Nos.: _____

State Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

County Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

When Recorded Return to:

Title Source, Inc. -

Commercial Team

662 Woodward Avenue

Detroit, MI 48226

TS# 58968866-1CB

EXHIBIT A
LEGAL DESCRIPTION

Land Situated in the City of Pontiac in the County of Oakland in the State of MI

DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL:

Being all that part of Lots 8-11 and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, Town 2 North, Range 10 East, as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, lying within the following described parcel: Commencing at the Northeast property controlling corner of Section 3 (as previously surveyed by Nowak & Fraus 04-05-07), Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan; Thence South 00 degrees 36 minutes 21 seconds West along the East line of said Section 3, 1215.50 feet; thence North 89 degrees 23 minutes 39 seconds West 60.00 feet to a point, said point being the intersection of the South line of Campus Drive (width varies) with the West line of Opdyke Road (120 feet wide); thence South 00 degrees 36 minutes 21 seconds West along the West line of Opdyke Road, 2060.01 feet to a point of Deflection; thence South 00 degrees 24 minutes 47 seconds East along the West line of Opdyke Road, 901.82 feet to the Northeast corner of Unit 5 of Centerpoint Business Campus Condominium, a condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, and any amendments thereto, as last amended by Eighth Amendment to Master Deed recorded in Liber 35596, Page 855, Oakland County Records; thence the following five (5) courses along the North line of said Unit 5 and Units 21, 22, and 40 of said Centerpoint Business Campus Condominium: (1) South 89 degrees 35 minutes 13 seconds West 35.00 feet, and (2) North 00 degrees 24 minutes 47 seconds West, 20.00 feet, and (3) 210.91 feet along a curve to the left (radius 215.00 feet, central angle 56 degrees 12 minutes 23 seconds, long chord bears South 61 degrees 29 minutes 01 seconds West, 202.56 feet) to a point of reverse curvature, and (4) 226.24 feet along a curve to the right (radius 225.00 feet, central angle 57 degrees 36 minutes 46 seconds, long chord bears South 62 degrees 11 minutes 13 seconds West 216.83 feet), and (5) North 89 degrees 00 minutes 24 seconds West, 706.20 feet to the point of beginning; thence continuing along the North line of Unit 40 and 24 of said Centerpoint Business Campus Condominium, North 89 degrees 00 minutes 24 seconds West, 716.42 feet to a point on the Easterly line of Centerpoint Parkway (width varies); thence the following five (5) courses along said Easterly line of Centerpoint Parkway: (1) North 45 degrees 10 minutes 30 seconds West, 432.89 feet, and (2) 519.48 feet along a curve to the right (radius 400.00 feet, central angle 74 degrees 24 minutes 38 seconds, long chord bears North 07 degrees 58 minutes 11 seconds West, 483.74 feet), and (3) North 29 degrees 14 minutes 08 seconds East, 299.59 feet, and (4) 364.33 feet along a curve to the left (radius 750.00 feet, central angle 27 degrees 49 minutes 59 seconds, chord bears North 15 degrees 19 minutes 08 seconds East, 360.76 feet), and (5) North 01 degrees 24 minutes 09 seconds East, 423.92 feet; thence leaving the Easterly line of Centerpoint Parkway, South 89 degrees 00 minutes 24 seconds East, 870.00 feet; thence South 00 degrees 59 minutes 36 seconds West, 1815.00 feet back to the point of beginning.

Together with an easement for ingress, egress and utilities as set forth in an Easement Agreement between MMP Group-Assembly, LLC and Challenge Pontiac, LLC, dated May 21, 2014 and recorded on May 27, 2014 in Liber 47069 Page 25, Oakland County Records.

P/N: 19-03-200-021

Developer

WALBRIDGE
777 WOODWARD AVENUE
SUITE 100
DETROIT, MICHIGAN 48226
CONTACT:
MR. JOHN LINENBURG
PHONE: (313) 555-5500
EMAIL: JLINENBURG@WALBRIDGE.COM

Civil Engineer

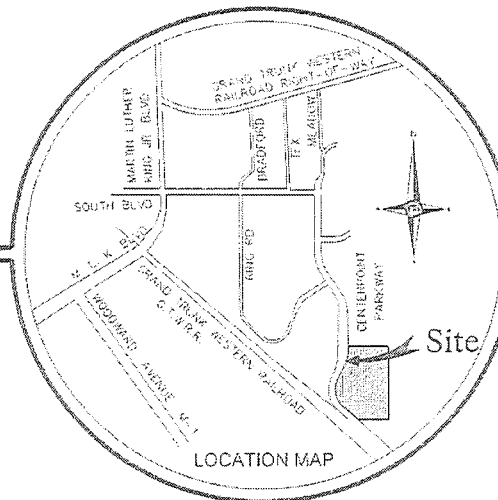
NOWAK & FRAUS ENGINEERS
1677 WOODWARD AVENUE
PONTIAC, MICHIGAN 48142
CONTACT:
MR. JASON R. LONGHURST, P.E.
PHONE: (248) 512-7511
EMAIL: JLONGHURST@NFB-ENG.COM

Landscape Architect

NOWAK & FRAUS ENGINEERS
1677 WOODWARD AVENUE
PONTIAC, MICHIGAN 48142
CONTACT:
MR. GEORGE A. OSTROWSKI, RLA, LEED AP
PHONE: (248) 512-7511
EMAIL: GOSTROWSKI@NFB-ENG.COM

City of Pontiac, Oakland County, Michigan PRELIMINARY SITE PLAN DOCUMENTS Prepared For WALBRIDGE

PART OF THE SOUTHEAST 1/4 OF SECTION 3,
CITY OF PONTIAC,
OAKLAND COUNTY, MICHIGAN



REVISIONS:
2019-10-30 ISSUED FOR OWNER REVIEW

SHEET INDEX
00 Cover Sheet
01 Topographic Survey
02 Overall Site Plan
03 Site Plan

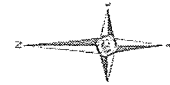
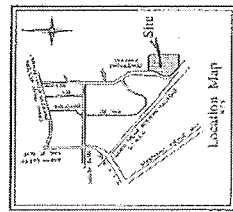
Project Name

CHALLENGE MANUFACTURING BUILDING ADDITION

CITY OF PONTIAC NOTE
FOR THE WORK SHOWN ON THE CITY OF PONTIAC'S LAND
OWNERSHIP AND PLANNING MAP.



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
NOWAK & FRAUS ENGINEERS
1677 WOODWARD AVE
PONTIAC, MI 48142-5012
TEL: (248) 512-7511
FAX: (248) 512-9357
WWW.NFWA-ENG.COM



50 YEARS
NOWAK & FRANK
 ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS
 4270 NOTCHWOOD AVE
 SUITE 100
 FARMINGTON, CT 06031
 TEL: (860) 632-2372
 FAX: (860) 632-2373
 WWW.NOWAKFRANK.COM



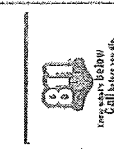
PROJECT
 Challenge Mall entrance
 Building Addition

OWNER
 Wal-Mart
 277 Woodfield Ave
 Farmington, CT 06031
 203-631-0826

CONTACT:
 Brian L. Frank
 Project Engineer
 bfrank@nowakfrank.com

LOCATION:
 East of the Southeast 1/4 of
 Section 3, Town 2 North,
 Range 16 East,
 6th Principal Meridian,
 Oldham County, Kentucky

DATE:
 Overall Site Plan



NOTES:
 1. SEE EXISTING SITE PLAN
 2. SEE EXISTING SITE PLAN
 3. SEE EXISTING SITE PLAN

REVISIONS:

DATE:

BY:

DATE:

BY:

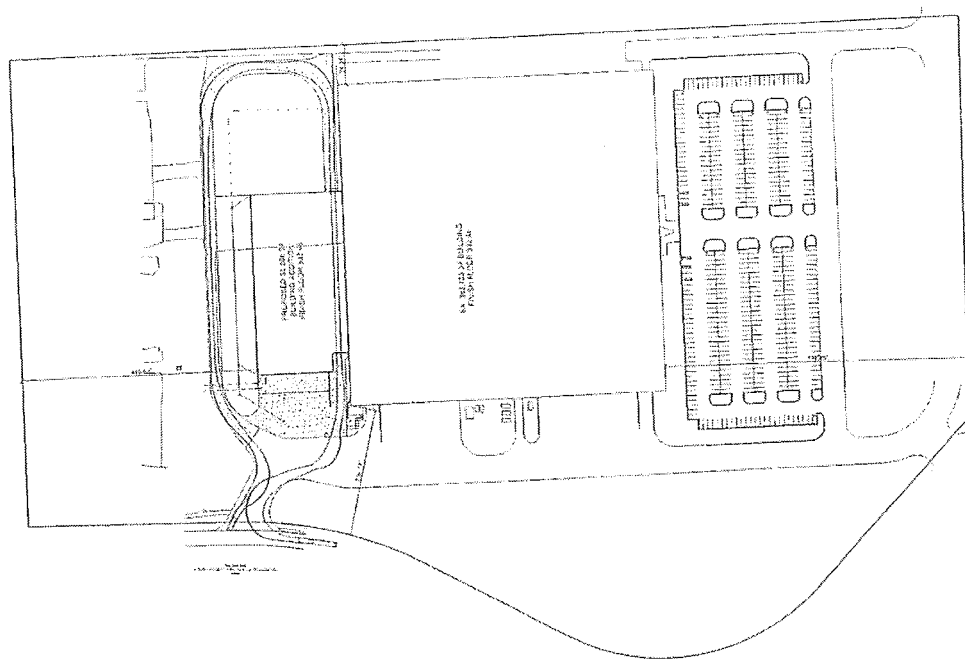
DATE:

BY:

DATE:

BY:

DATE:



SITE DATA

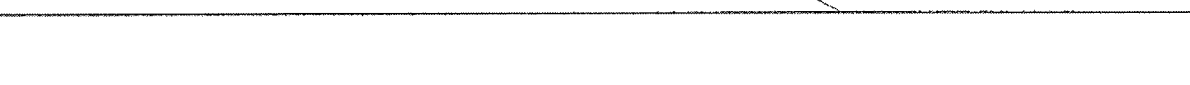
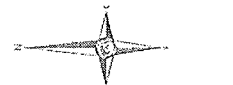
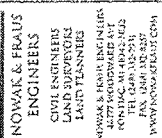
Property	Value
Acres	1.14
Lot Size	114,000 sq. ft.
Frontage	1,140 ft.
Depth	100 ft.
Area	114,000 sq. ft.
Volume	114,000 cu. ft.
Weight	114,000 lbs.
Force	114,000 lbs.
Pressure	114,000 psi.
Temperature	114,000 °F.
Humidity	114,000 %.
Wind Speed	114,000 mph.
Wave Height	114,000 ft.
Current Speed	114,000 mph.
Water Level	114,000 ft.
Soil Type	114,000 ft.
Rock Type	114,000 ft.
Vegetation	114,000 ft.
Wildlife	114,000 ft.
Human Activity	114,000 ft.
Transportation	114,000 ft.
Communication	114,000 ft.
Energy	114,000 ft.
Materials	114,000 ft.
Manufacturing	114,000 ft.
Research	114,000 ft.
Development	114,000 ft.
Construction	114,000 ft.
Maintenance	114,000 ft.
Operation	114,000 ft.
Use	114,000 ft.
Impact	114,000 ft.
Benefit	114,000 ft.
Cost	114,000 ft.
Value	114,000 ft.
Price	114,000 ft.
Quality	114,000 ft.
Quantity	114,000 ft.
Frequency	114,000 ft.
Duration	114,000 ft.
Intensity	114,000 ft.
Direction	114,000 ft.
Location	114,000 ft.
Time	114,000 ft.
Space	114,000 ft.
Form	114,000 ft.
Color	114,000 ft.
Texture	114,000 ft.
Sound	114,000 ft.
Smell	114,000 ft.
Taste	114,000 ft.
Touch	114,000 ft.
Thought	114,000 ft.
Feeling	114,000 ft.
Understanding	114,000 ft.
Knowledge	114,000 ft.
Wisdom	114,000 ft.
Love	114,000 ft.
Peace	114,000 ft.
Harmony	114,000 ft.
Unity	114,000 ft.
Wholeness	114,000 ft.
Completeness	114,000 ft.
Perfection	114,000 ft.
Truth	114,000 ft.
Beauty	114,000 ft.
Goodness	114,000 ft.
Rightness	114,000 ft.
Justice	114,000 ft.
Kindness	114,000 ft.
Generosity	114,000 ft.
Compassion	114,000 ft.
Love	114,000 ft.
Peace	114,000 ft.
Harmony	114,000 ft.
Unity	114,000 ft.
Wholeness	114,000 ft.
Completeness	114,000 ft.
Perfection	114,000 ft.
Truth	114,000 ft.
Beauty	114,000 ft.
Goodness	114,000 ft.
Rightness	114,000 ft.
Justice	114,000 ft.
Kindness	114,000 ft.
Generosity	114,000 ft.
Compassion	114,000 ft.
Love	114,000 ft.

PAVING LEGEND

Symbol	Description
1	Asphalt
2	Concrete
3	Gravel
4	Grass
5	Water
6	Other

LEGEND

Symbol	Description
1	Asphalt
2	Concrete
3	Gravel
4	Grass
5	Water
6	Other

[illegible][illegible]

PAVING LEGEND

☐ 1.5" CR. CONC. (100% FILL)
☐ 1.5" CR. CONC. (75% FILL)
☐ 1.5" CR. CONC. (50% FILL)
☐ 1.5" CR. CONC. (25% FILL)
☐ 1.5" CR. CONC. (0% FILL)

[illegible][illegible]

NSA
 ARCHITECTS
 ENGINEERS
 PLANNERS
 25001 Research Drive
 Farmington Hills, MI 48335
 248.477.2444
 248.477.2445 fax
 www.nsa-architects.com
 Founded 1960

**CHALLENGE
 MANUFACTURING
 COMPANY**

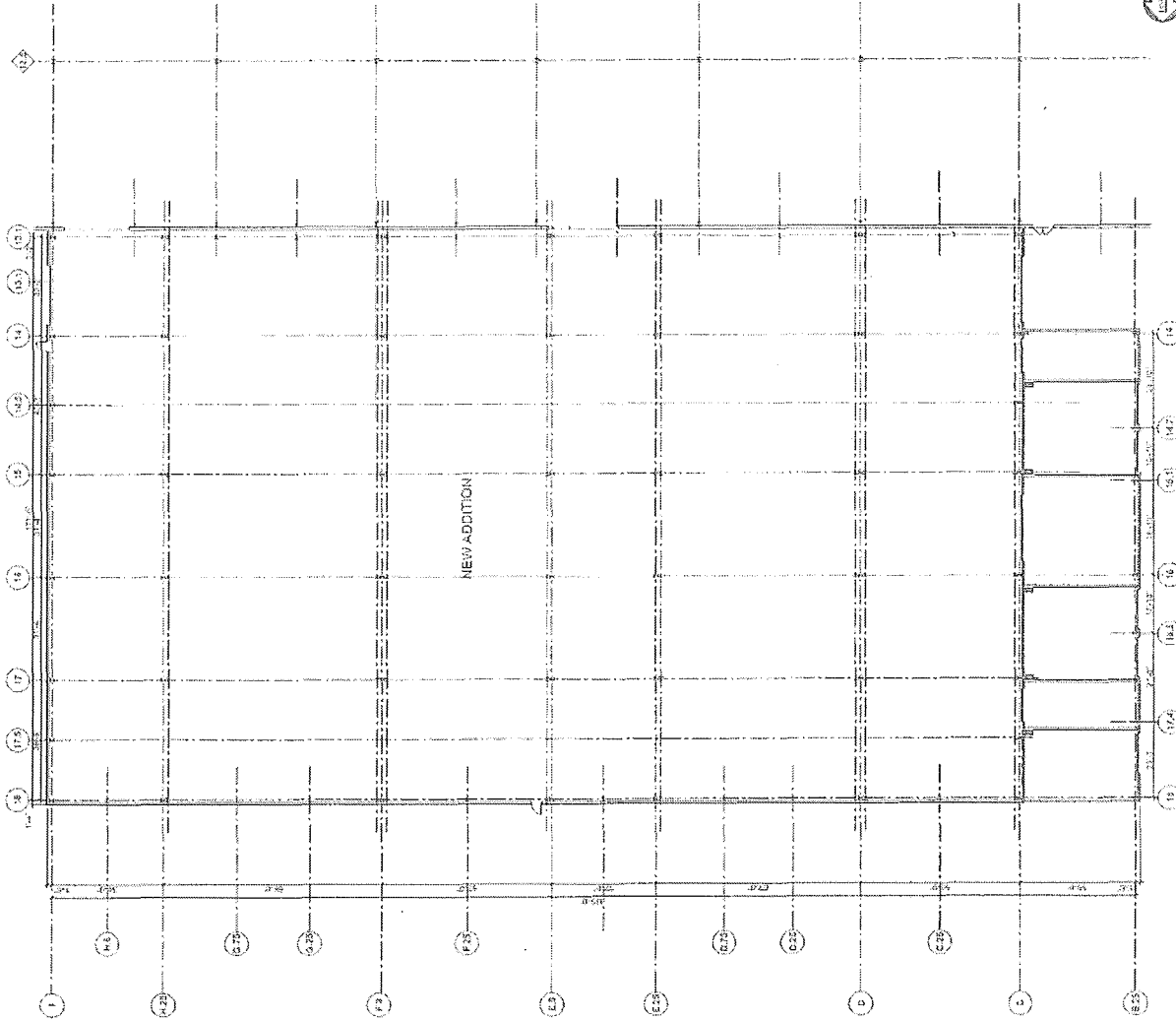
Walbridge

**DAVID HARPER MICHIGAN
 ARCHITECTS
 PLANT & BUILDING
 ADDITION
 PONTIAC, MICHIGAN**

**DATE: 11/11/10
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]**

**DATE: 11/11/10
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 CAD: [illegible]
 219939.00
 ENLARGED ADDITION
 PLAN**

Sheet Number: A-101



**ADDITION PLAN
 SCALE: 1/8" = 1'-0"**

NSA
 ARCHITECTS
 ENGINEERS
 PLANNERS
 2201 Russell Drive
 Farmington Hills, Michigan 48334
 248.477.2444
 248.477.2445 fax
 www.nsa-ec.com
 Founded 1960



**CHALLENGE
 MANUFACTURING
 COMPANY**
 Walbridge

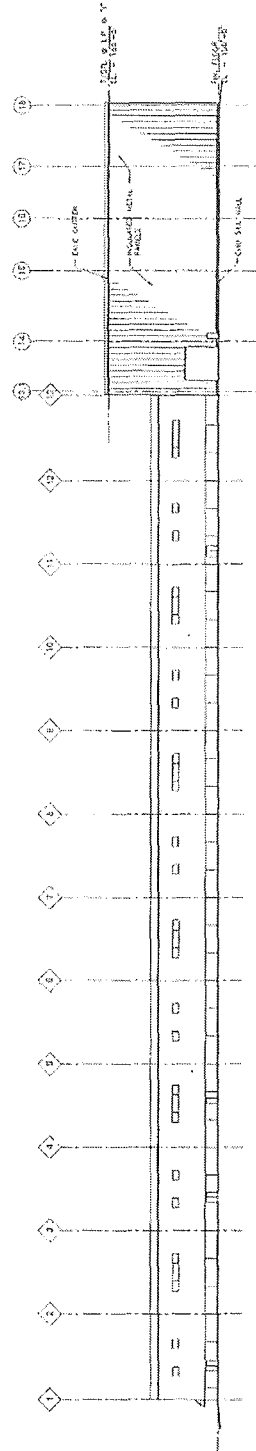
GRAND RAPIDS, MICHIGAN
 PLANT & BUILDING
 ADDITION
 PONTIAC, MICHIGAN

DATE: 1/28/09
 BY: J. J. HANCOCK

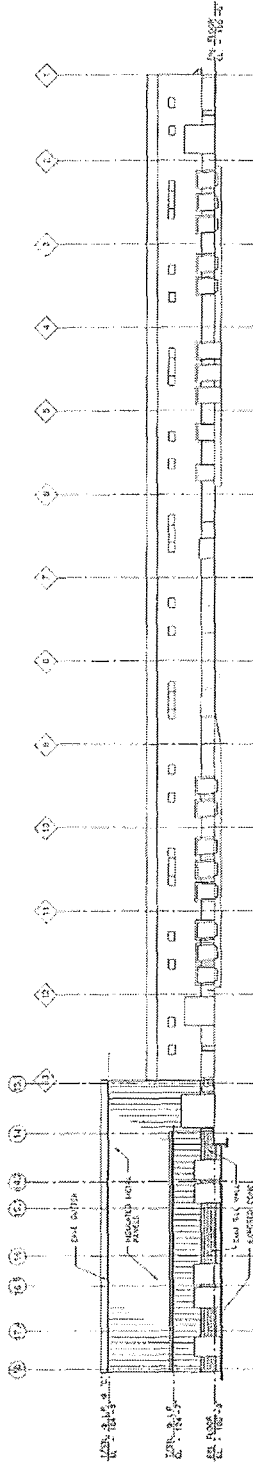
OWNER: CHALLENGE
 CONTRACT: 211039.00
 PROJECT NUMBER: 211039.00
 PROJECT NAME: CHALLENGE MANUFACTURING COMPANY
 PROJECT ADDRESS: 2201 RUSSELL DRIVE, FARMINGTON HILLS, MI 48334

**EXTERIOR
 ELEVATIONS**

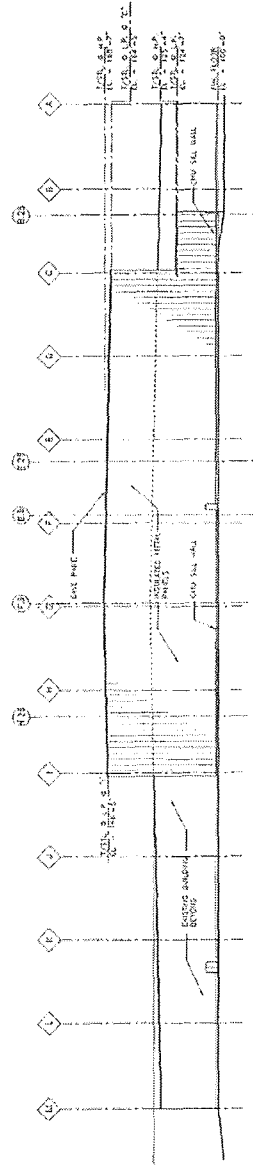
Sheet No. **A-201**



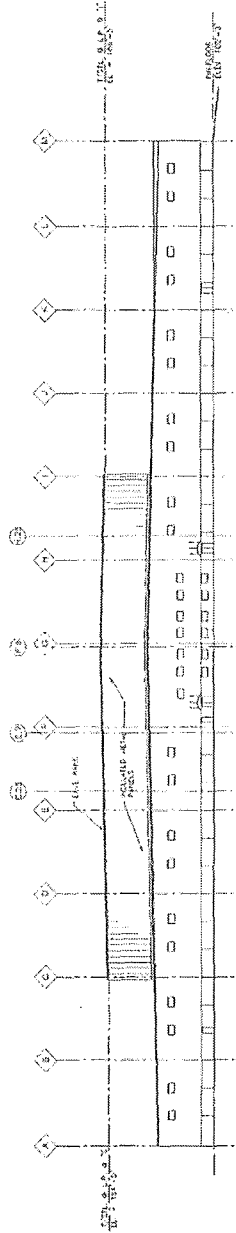
EAST ELEVATION
 SCALE 1/4" = 1'-0"



WEST ELEVATION
 SCALE 1/4" = 1'-0"



NORTH ELEVATION
 SCALE 1/4" = 1'-0"



SOUTH ELEVATION
 SCALE 1/4" = 1'-0"

#13

RESOLUTION



CITY OF PONTIAC
Department of Building Safety & Planning
Planning Division

47450 Woodward Ave, Pontiac MI 48342
T: 248.758.2800 | F: 248.758.2827

Mayor Deirdre Waterman

TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL

FROM: VERN GUSTAFSSON – PLANNING MANAGER
THROUGH THE OFFICE OF DEPUTY MAYOR, JANE BAIS-DISESSA

SUBJECT: DRAFT DEVELOPMENT AGREEMENT | CHALLENGE MANUFACTURING COMPANY

DATE: DECEMBER 13, 2019

Attached is a draft Development Agreement between the City of Pontiac and Challenge Manufacturing Company LLC, as part of their request to grant an Industrial Facilities Tax Exemption Certificate on the property to support Challenge Manufacturing's development of the project. The Development Agreement includes the required Affidavit of Fee statement and is subject to negotiation with Challenge Manufacturing.

Please submit any questions in writing to the City Attorney.

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is effective as of _____, 2019, between the City of Pontiac ("City"), a Michigan municipal corporation, and Challenge Manufacturing Company, LLC ("Developer"), a Michigan limited liability company.

Recitals:

WHEREAS, the Developer owns real property commonly known as 2501 Centerpoint Parkway, Pontiac, in Oakland County, Michigan ("Property");

WHEREAS, the Developer desires to make substantial improvements to and redevelop the Property for future use ("Project");

WHEREAS, the Developer has applied for and received approval from the Oakland County Brownfield Redevelopment Authority of a brownfield plan ("Brownfield Plan") to facilitate redevelopment of the Project;

WHEREAS, the Brownfield Plan captures property taxes corresponding to the increased taxable value of the Project and reimburse the Developer for eligible activities; and

WHEREAS, the City has been requested to grant an Industrial Facilities Tax Exemption Certificate on the Property to support the Developer's development of the Project; and

WHEREAS, the City is executing this Agreement, in part, to induce the Developer to further develop the Project, and the parties acknowledge that further development of the Project will contribute significantly to the economy of the City of Pontiac; and

WHEREAS, the City's Mayor and City Council have determined that this Agreement is appropriate for the proposed development of the Project, is consistent with the public health, safety and welfare of the City's residents and businesses, and will result in positive impacts and benefits for the City and its residents and businesses;

NOW THEREFORE, for good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, the City and the Developer agree as follows:

1. **Recitals.** The Recitals as set forth herein are represented to be true and accurate and are hereby incorporated as material terms of this Agreement.

2. **No Preemption.** Unless otherwise expressly provided herein, this Agreement shall not be deemed to waive, preempt, supersede, or render ineffective any applicable municipal or governmental laws, ordinances, codes, regulations or processes, including but not limited to zoning, brownfield and economic incentives, taxes, assessments or fees, and Developer shall be subject to all review and approval processes required under the City's ordinances, regulations and rules.

3. **Community Benefits.**

A. In connection with the development and construction of the Project, Developer shall implement, or require its general or prime contractor(s) to implement, a local hiring policy which provides (1) a preference for such general or prime contractor(s) to hire Pontiac Based Businesses (as defined below) as subcontractors and suppliers for jobs relating to the development and construction of the Project, and (2) a preference for such general or prime contractor(s), and, to the extent possible, their subcontractors and suppliers, to hire City residents to perform jobs relating to the development and construction of the Project. Further, the Developer may retain Pontiac Based Businesses to provide architectural, engineering, environmental and other professional and consulting firms services relating to the development and construction of the Project. For purposes of this Agreement, a "Pontiac Based Business" shall mean a business that is either (i) headquartered in the City, or (ii) has an office, store or other facility within the City. Developer shall require its general or prime contractors to advertise available on-site jobs in local media and electronically on a City-sponsored website and social media, including but not limited to: <http://www.pontiac.mi.us/about/jobpipeline.php> provided such other resources exist. In addition, Developer shall consult with and provide written notice to at least two (2) local hiring organizations, which may include non-profit organizations involved in referring eligible applicants for job opportunities, including through the Pontiac Jobs Pipeline which is operated through the City's Economic Development Department. Developer shall require its general or prime contractors to consider in good faith all applications submitted by City residents and businesses and maintain a preference for hiring City residents and businesses that are qualified to perform the on-site jobs relating to the Project and construction of the Project. Developer shall, in its agreements with its general or prime contractors, include a requirement for this local hiring policy, and, in connection therewith, Developer will introduce such contractors to, and encourage such contractors to participate in, the "Community Ventures" program offered by the Michigan Economic Development Corporation.

B. Developer shall hold a workforce symposium within the City; make all possible efforts to notify residents of the City, discuss the open positions and help City residents find work on the project.

C. Developer work with the City to identify residents to whom Developer shall provide apprenticeship opportunities and periodically report on the progress of same.

D. The City acknowledges the Developer has collective bargaining agreements with employees, and that nothing herein shall be deemed to supersede those obligations.

4. **Additional Requirements of City and Developer.** Both the City and Developer further agree as follows:

A. This Agreement is not intended to create a contractual right for third parties.

B. This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

C. This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior written consent to such an assignment is received from City, which consent shall not be unreasonably withheld, conditioned or delayed. The City's failure to consent to a proposed assignment because the proposed assignee lacks the creditworthiness or development experience of the Developer or lacks creditworthiness or experience affirming its ability to complete the Project shall not be deemed to be unreasonable.

D. This agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and all applicable City ordinances. The venue for any action arising under this agreement shall be a court of appropriate jurisdiction in Oakland County.

E. The City, as a one-stop ready community, will expeditiously review and when appropriate, approve Developer's requests for permits, licenses, consents and approvals sought by Developer in connection with the Project.

F. The parties agree that no communications will be made to the media or the public regarding this Agreement, the Project or the relationship between the City and the Developer unless mutually agreed in writing by both parties. Notwithstanding the foregoing, Developer acknowledges that this Agreement is subject to disclosure under the Michigan Freedom of Information Act.

G. Affidavit of Fees: We swear and affirm by our signatures below that no payment of any kind in excess of the fee allowed by PA 198 of 1974, as amended by PA 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certification application.

5. **Force Majeure.** The Developer shall not be considered in default in the timely performance of any of its obligations under this Agreement if the delay or prevention is due to any events or causes beyond the Developer's reasonable control including, but not limited to, acts of God, wars, civil insurrections, acts or omissions of any governmental or quasi-governmental authority (including the City and other permitting authorities), inability to obtain utilities or failure of utilities, laws or other governmental requirements, delays by the other party, fires, floods, unusually severe weather, epidemics, freight embargos, unavailability of materials, strikes, labor problems or delays of contractors, subcontractors or materialmen or acts or omissions of any third parties. By way of example and not limitation, notwithstanding anything to the contrary contained in this Agreement, in no event shall Developer be in breach of this Agreement for failure to meet any of the construction completion deadlines set forth in section 8 above if the delay is due to factors beyond Developer's reasonable control. If a foregoing event or cause occurs, time deadlines and time for performance under this Agreement shall be extended for a reasonable period of time, not less than the time of prevention or delay caused by such unforeseeable event or cause.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns.

7. **Reporting and Monitoring.** Developer shall provide annual reports in a manner mutually agreed upon by the parties demonstrating compliance with its obligations under this Agreement. Additionally, the City may make reasonable requests for information establishing Developer compliance with this Agreement, which Developer shall respond to in writing within thirty (30) days.

8. **Notice.** All notices, requests, consents and other communications under this Agreement must be in writing, shall be addressed to the receiving party's address set forth below or to any other address a party may designate by notice under this Agreement, and shall be either (i) delivered by hand, (ii) sent by nationally recognized overnight courier, or (iii) sent by certified mail, postage prepaid:

If to City:

City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342
Attention: Deputy Mayor
Telephone: 248-758-3000

If to Developer:

Challenge Manufacturing Company, LLC
3200 Fruit Ridge Avenue NW
Walker, MI 49544
Attention: Doug Bradley, President/CEO
Telephone: 616-735-6559

The undersigned have executed this Agreement to be effective as of the date first written above.

CITY:

CITY OF PONTIAC, a Michigan
municipal corporation

By: _____

Deirdre Waterman

Its: Mayor

Date: _____, 2019

DEVELOPER:

Challenge Manufacturing Company
LLC, a Michigan limited liability
company

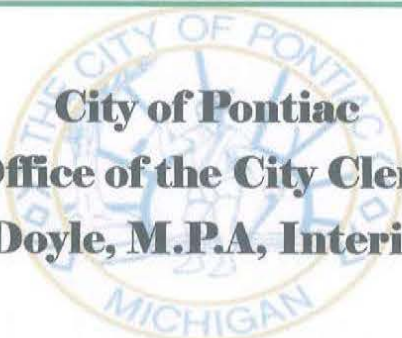
By: _____

Its:

Date: _____, 2019

#14

**COMMUNICATION
FROM THE
CITY CLERK**



City of Pontiac
Office of the City Clerk
Garland S. Doyle, M.P.A., Interim City Clerk

MEDICAL MARIHUANA APPLICATION PROCESS QUESTION AND ANSWER FORUM

Application Evaluation, Scoring and Ranking Process

Meet the Professional Experts

Financial Advisor to the City Clerk
Sherman J Taylor, JD CPA, SRT Consulting, LLC
Legal Advisor to the City Clerk
Klint Kesto, Esq., Kesto Law, P.L.L.C

Community Benefits

Wednesday, December 18, 2019 4:00 p.m.— 6:00 p.m.

City Council Chambers 2nd Floor

Pontiac City Hall

47450 Woodward Pontiac, MI 48342

Now Accepting Applications for:

Grower

Processor

Safety Compliance

Secure Transporter



21 Day Application Period for

Provisioning Centers

January 6 – 27, 2020

Applications will be accepted

Monday—Friday 9:00 a.m. — 4:00 p.m.
during the application period
in the Office of the City Clerk



For more information and to RSVP call (248) 758-3200