

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

**Call to order**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically on Tuesday, April 28, 2020 at 6:00 p.m. by Council President Kermit Williams.

**Invocation** – Deputy Mayor Jane Bais-DiSessa

**Pledge of Allegiance**

**Roll Call**

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

Members Absent: Waterman. (Muted)

Mayor Waterman was present.

Clerk announced a quorum.

**Excuse Councilmembers**

20-152        **Excuse Councilperson Patrice Waterman until unmuted due to technical issues with her connection.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

**Motion Carried.**

**Amendments to the Agenda**

20-153        **Motion to move Item #10 below item #3.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

No: None

**Motion Carried.**

Councilwoman Patrice Waterman was unmuted. She was having technical issues with her connection.

**Approval of the Agenda**

20-154        **Approve the agenda as amended.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

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

No: None

**Motion Carried.**

**Suspend the rules**

20-155           **Suspend the rules.** Moved by Councilperson Pietila and second by Councilperson Miller.

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

No: None

**Motion Carried.**

20-156           **Motion to move item #15 below item #10.** Moved by Councilperson Miller and second by Councilperson Waterman.

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

No: None

**Motion Carried.**

20-157           **Motion to let Matt Gibbs to present before item #10.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Pietila

No: Williams, Carter, Miller, Taylor-Burks and Waterman

**Motion Failed.**

**Approval of the Minutes**

20-158           **Approve corrected meeting minutes for April 14, 2020.** Moved by Councilperson Carter and second by Councilperson Taylor-Burks.

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

No: None

**Motion Carried.**

20-159           **Approve meeting minutes for April 21, 2020.** Moved by Councilperson Carter and second by Councilperson Waterman.

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

No: None

**Motion Carried.**

20-160           **Approve Special meeting minutes for April 23, 2020.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

**Motion Carried.**

**Resolution**

**City Council**

20-161 **Resolution to approve a budget amendment for fiscal year 2019-2020 that Seven Million (\$7,000,000.00) Dollars be taken from the general fund (101) and allocated to the Phoenix Center (585-564-974-035) for parking structure repairs.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

**WHEREAS**, the Emergency Manager seeking to cut costs, sought to demolish the Phoenix Center which triggered a lawsuit with Ottawa Towers; and,

**WHEREAS**, the city's Legal Department, after several unsuccessful appeals, advised the Pontiac City Council to enter into a settlement agreement with Ottawa Towers; and,

**WHEREAS**, the City of Pontiac entered into a settlement agreement with Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust on November 1, 2018; and,

**WHEREAS**, the parties participated in mediation and agreed upon the material terms of the settlement of their disputes; and,

**WHEREAS**, in consideration of the immediate discharge of all liens and encumbrances on the Phoenix Center, the City was required to pay Three Million Five Hundred Thousand (**\$3,500,000.00**) Dollars upon execution of all settlement documents in addition to Three Hundred and Fifty Thousand (**\$350,000.00**) Dollars in full and final reimbursement for all attorney fees and costs; and,

**WHEREAS**, the section entitled Maintenance, Repair and Improvements to the Phoenix Center and Tunnel, more specifically, section 6.2 of the settlement agreement, requires that in addition to the payments set forth in the Agreement, the City shall pay up to Six Million (**\$6,000,000.00**) Dollars over a ten (10) year period beginning as of the Effective Date of the Agreement for the maintenance and capital repair of and improvements to 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).

**NOW, THEREFORE BE IT RESOLVED**, that the Pontiac City Council desires to comply with the settlement agreement and to restore the Phoenix Center to working order,

**BE IT FURTHER RESOLVED**, that the Pontiac City Council in satisfaction of the Settlement Agreement as well as being good stewards and overseers of the funds of the city; hereby requests a budget amendment and that Seven Million (**\$7,000,000.00**) Dollars be taken from the general fund (101) and allocated to the Phoenix Center (585-564-974.035) for parking structure repairs.

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

No: Pietila

**Resolution Passed.**

**Special Presentation**

**Amazon Project Update**

Presentation Presenter: Mike Wilson, Building & Safety Director, Wade Trim

**Discussions**

Proposed City Council Departmental Budget for Fiscal year (FY) 2020/2021

Discussion regarding providing Council with Hard Copies of all Budget Documents for FY 2020-2021 Budget

Discussion regarding the Extension of the Deadline for District 2 Vacancy  
The deadline was not extended.

**Resolutions Cont.**

**City Clerk**

20-162      **Resolution to approve the job description of the Special Assistant to the City Clerk.**

Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

**WHEREAS**, the Home Rule Charter of the City of Pontiac Section 3.120 Control of the City Payroll requires that the City Council approve the salary of all appointees and employees.

**NOW, THEREFORE IT BE RESOLVED**, that the City Council for the City of Pontiac approve the job description and salary of the Special Assistant to the City Clerk.

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

No: None

**Resolution Passed.**

20-163      **Resolution to approve a budget amendment for fiscal year 2019/202 to establish the following account in Medical Marihuana Applications Dept. (255) account #101-255-727-000 office supplies; transfer \$2,500.00 from account #101-255-816-000 Prof. Service-Financial Advisor to the City Clerk to the following account: #101-255-727-00 office supplies.** Moved by Councilperson Pietila and second by Councilperson Miller.

Whereas, the City of Pontiac timely approved the FY 2019-2020 budget on June 25, 2019; and  
Whereas, the adopted FY 2019-2020 General Fund (101) includes Medical Marihuana Applications Dept. (255); and  
Whereas, the City of Pontiac received its first medical marihuana application on August 8, 2019; and  
Whereas, the 21-day application period for provisioning centers was January 6-27, 2020. The City received 103 provisioning center applications. As of March 6, 2020, the City has received a total of 108 medical marihuana applications including 3 grower, 1 processor and 1 secure transporter applications; and  
Whereas, budget amendments to the Medical Marihuana Applications Dept. (255) are necessary to begin the medical marihuana application review process; and  
Whereas, the City Clerk is requesting that Finance establish the following account in Dept. (255) account 101-255-727.000 office supplies; and  
Whereas, the City Clerk is requesting to transfer \$2,500.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following account: 101-255-727.000 office supplies; and  
Whereas, section 5.106 of the Charter states “after adoption of the appropriations ordinance, and upon at least one week’s notice in a newspaper of general circulation in the City, the Council by a resolution of

five members, may amend such ordinance to authorize the transfer of an unused balance appropriated for one purpose to another purpose, or to appropriate available revenues not previously appropriated.”; and Now therefore, be it resolved that the City Council hereby approves a budget amendment for fiscal year 2019-2020 to establish the following account in Dept. (255) account 101-255-727.000 office supplies; transfer \$2,500.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following account: 101-255-727.000 office supplies.

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

No: None

**Resolution Passed.**

20-164      **Resolution to approve a budget amendment for fiscal year 2019/2020 to transfer \$20,000.00 from Elections Dept. (191) account #101-191-702-000 to the following accounts #101-191-727-000 office supplies \$1,000.00; City Clerk Dept. (215) account #101-215-902-004 ordinances \$19,000.00. Moved by Councilperson Waterman and second by Councilperson Pietila.**

Whereas, the City of Pontiac timely approved the FY 2019-2020 budget on June 25, 2019; and  
Whereas, the adopted FY 2019-2020 General Fund (101) Elections Dept. (191) budget includes an appropriation for salaries and wages account 101-191-702.000; and  
Whereas, the City Clerk is requesting to transfer \$20,000.00 from account 101-191-702.000 to the following accounts 101-191-727.000 office supplies \$1,000.00; City Clerk Dept. (215) account 101-215-902.004 ordinances \$19,000.00; and  
Whereas, these transfers are necessary to pay invoices and ensure that the City is in compliance with the Charter by publishing ordinances; and  
Whereas, section 5.106 of the Charter states “after adoption of the appropriations ordinance, and upon at least one week’s notice in a newspaper of general circulation in the City, the Council by a resolution of five members, may amend such ordinance to authorize the transfer of an unused balance appropriated for one purpose to another purpose, or to appropriate available revenues not previously appropriated.”; and  
Now therefore, be it resolved that the City Council hereby approves a budget amendment for fiscal year 2019-2020 to transfer \$20,000.00 from account 101-191-702.000 to the following accounts 101-191-727.000 office supplies \$1,000.00; City Clerk Dept. (215) account 101-215-902.004 ordinances \$19,000.00.

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

No: None

**Resolution Passed.**

**Planning**

20-165      **Resolution to approve payment in lieu of taxes agreement for Wallick Communities, 191 N. Glenwood Ave., PIN 64-14-21-302-001. (The Administration has requested that this item be deferred until May 5, 2020.) Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.**

WHEREAS, the Developer is a developer as evidenced in provided formation documents of a limited dividend housing association limited partnership, formed in Michigan, to own the Project and is typically eligible to be exempt from paying applicable property taxes;

WHEREAS, the Developer, upon being issued all applicable land use entitlements from the City, proposes to develop the real property located at 191 N. Glenwood Avenue (Parcel Number: 64-14-21-302-001 (Property), and plans to build 106 apartment units at the former McCarroll School, with associated site improvements (Project), as shown on the plans attached hereto as Exhibit A;

WHEREAS, it is the intention of the Parties that the Developer make annual payments to the City for the term of this Agreement, in lieu of payment of real property taxes on the Property when the Project is completed, that would have otherwise been received by the City and placed into the City's General Fund, but for the Developer's exemption from payment of real property taxes (Exemption);

WHEREAS, because both the Developer and the City believe it is in their mutual best interests to enter into this Agreement establishing and stabilizing the payments that will be made in lieu of the Exemption for the term of this Agreement to compensate the City for General Fund revenue losses resulting from the Exemption;

WHEREAS, the payments made hereunder in lieu of the Exemption over the life of this Agreement are the real property tax payments payable to the City that would otherwise be required based upon the full and fair cash valuation of the Property with the Project completed;

WHEREAS, in consideration of the recitations set forth above, the City has been authorized by its City Council to enter into this Agreement with the Developer, by adoption of an Ordinance entitled "City of Pontiac Tax Exemption Ordinance for Glenwood Senior Apartments" pursuant to the authority granted under the State Housing Authority Act of 1966 (1966PA346, as amended, MCL125.1401 et seq); and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments set forth herein and other good and valuable consideration, the parties agree as follows:

1) PILOT Term. The term of this Agreement shall continue in accordance with the City of Pontiac Ordinance for Glenwood Senior Apartments, a copy of which is attached hereto as Exhibit A. Notwithstanding anything contrary in this Agreement, If Developer does not purchase the Property on or before December 31, 2023, then this Agreement shall be automatically terminated.

2) Payment in Lieu of Property Taxes. As set forth in the City of Pontiac Ordinance for Glenwood Senior Apartments, this Agreement shall be effective from and after the commencement of construction or rehabilitation, evidenced by a Notice of Commencement.

a) During the PILOT Term, the Developer agrees to pay to the City and the City

agrees to accept from Developer, annual payments calculated in the following manner;

4% of the Annual Shelter Rents actually collected by the Project during each operating year. Annual Shelter Rents mean the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities. Utilities mean charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the Project.

Annual payments are in lieu of real property taxes that would otherwise be payable to the City from real property taxes that would have been attributable to the Property with the completed Project but for the Exemption (the Payments in Lieu of Taxes). Annual Payments in Lieu of Taxes shall be made in advance of the beginning of the City's fiscal year for which the payment applies. In accordance with the City of Pontiac Ordinance for Glenwood Senior Apartments, each Payment In Lieu of Taxes to be paid by the Developer to the City hereunder will be payable to the City on June 30 of each respective year for the previous fiscal year during the Term of this Agreement (the Due Date). In addition, if the Developer fails to make the payment by the applicable Due Date, then a penalty of ten percent of the amount due plus interest at the annual rate of seven percent per annum shall accrue daily on the amount due (excluding any penalties) until the payment (plus penalties and interest) has been paid in full, such penalty assessed and charged without further notice.

b) In the initial year of this Agreement, the Payment in Lieu of Taxes amount shall be pro-rated based on the remaining term of the first year of this Agreement compared with the beginning of the following City fiscal year. The initial pro-rated Payment in Lieu of Tax payment will be due on June 30 of the year following the partial initial year. If the Developer fails to make the payment by the applicable Due Date, then a penalty of ten percent of the amount due plus interest at the annual rate of seven percent per annum shall accrue daily on the amount due (excluding any penalties) until the payment (plus penalties and interest) has been paid in full, such penalty assessed and charged without further notice.

c) The City agrees, during the term of this Agreement, this Agreement will exclusively govern the payments of all real and applicable personal property taxes the Developer would have been obligated to make but for the Exemption; provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the City for services provided by the City to the Project, including, but not limited to, water, solid waste and wastewater services, if any. The City agrees the City will not assess any real property taxes to the Developer regarding the Project or the Property other than the Payments In Lieu of Taxes described in this Agreement. If the Developer at any time is required to pay real property taxes, then the Payment In Lieu of Taxes shall be reduced by the amount of those real property taxes received by the City.

d) Unless otherwise provided for specifically herein, this Agreement shall not be deemed to waive, preempt or make unnecessary any applicable municipal or governmental processes. This includes, but is not limited to zoning, variances, brownfield and economic incentives, assessments or fees and that Owners and/or Users are required to submit and participate for any appropriate process

as provided in the City's ordinances, City Charter, including any applicable City Commission(s) and City Council matters and processes.

- 3) Developer Conditions and Obligations. As express conditions precedent to this Agreement, and as ongoing obligations, the Developer agrees to the following during the term of this Agreement:
- a) *Contracted Trades*. For all construction activity on the site, during construction and as part of the Project's perpetual maintenance, Developer shall use its best efforts to contract, hire and utilize contractors and sub-contractors having their principal place of business in Pontiac or individual trade laborers residing in the City.
  - b) *Workforce Development*. Developer shall use its best efforts to hire Pontiac residents for work and positions within the operations of the Project, both during construction and after.

For conditions 3(a) and 3(b), Developer shall submit a report annually showing the sources of job postings, the number of Pontiac residents interviewed, and at least one local job services center or resource used to assist in screening for hire Pontiac residents. The report shall also include the total number of employees at the Project, and the total number of Pontiac residents employed.

- c) *Security Plan*. In lieu of providing a staffed security guard, Developer's Security Plan includes security cameras throughout the Project, secured property entries, professionally designed exterior site lighting and relationship building with local law enforcement. Developer shall be responsible for and provide ongoing maintenance and support for all security equipment and confirm the then working condition and training of management on its use in the annual reporting described in 3(e)(iii), below. As a condition of waiving a staffed security guard, the Developer shall submit a report to the City, not less than quarterly, indicating that the security cameras, and monitoring equipment, are in working order, and that all staff have been trained in their maintenance and operation.
- d) *Affordability*. Developer shall rent the units of the Project to Low Income Persons and Families in accordance with and as required by Section 42 of the Code, for so long as required by Section 42 of the Code.
- e) *Management and Maintenance*. Day-to-Day management and maintenance of the Project is of significant importance and condition to the ongoing authority of this Agreement and the exemption granted herein. As such;
  - (i) The Developer shall provide the City and the Building Official with the name and address of the Management Company and the name and direct contact information (phone and email) of the Management Company's primary Manager. This information shall be updated at all times and notice of any changes provided to the City within thirty (30) days of any change.
  - (ii) The City may inspect the Project annually for ordinance, code or other lawful



purposes. The Developer shall promptly repair or correct any noticed violations as directed by the City's Building Official. In the event the Project receives three or more noticed violations for the same issue, this Agreement and the exemptions granted herein shall be subject to review as set forth in Sections 4 and 5 below.

(iii) The Developer shall provide an annual report to the City setting forth, at a minimum:

1. Vacancy data and rate of retention and re-leasing;
2. Security incidents, including number of law enforcement call/reports;
3. Any improvements greater than \$10,000 to the Project, whether by permit or otherwise, that occur from and after the date of the Certificate of Occupancy or when all unit has been offered for lease, whichever is sooner.
4. A report showing that all security equipment and measures are in working order and that Management has been trained on their operation and use, such report being a summary report of all quarterly reports.

4) Notice of Non-Compliance. If either Party determines there is noncompliance with this Agreement, said Party must provide the other Party written notice of such noncompliance, which shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so the other Party may address the issues raised in the notice of noncompliance or failure on a point-by-point basis.

5) Response to Notice of Noncompliance. Within thirty (30) days of receipt of the notice of noncompliance, the Party receiving such notice shall respond in writing to the issue raised in the notice of noncompliance on a point-by-point basis. If the noticing Party agrees with and accepts the other Party's response, no further action shall be required. If the noticing Party does not agree with the response, then it shall provide to the other Party written notice of the commencement of the Meet and Confer/Mediation Process within thirty (30) days of the receipt of the response.

- a) Meet and Confer/Mediation Process. Within thirty days (30) days of receipt of a meet and confer notice, the Parties shall initiate a Meet and Confer/Mediation Process pursuant to which the Parties shall meet and confer in good faith in order to determine a resolution acceptable to both Parties of the bases upon which either Party has determined that the other Party has not demonstrated good faith substantial compliance with the material terms of this Agreement.
- b) Hearing Before City Council to Determine Compliance. If after the Meet and Confer/Mediation Process, there still remain outstanding noncompliance issues, the City

Council shall conduct a noticed public hearing pursuant to determine the good faith substantial compliance by Developer with the material terms of this Agreement. At least ten (10) days prior to such hearing, the Building Official shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of the City Council agenda report, agenda related materials and other information regarding Developer's good faith substantial compliance with the material terms of this Agreement and the conclusions supporting a finding of non-compliance. The results and recommendations of the Meet and Confer/Mediation Process shall be presented to the City Council for review and consideration. At such hearing, Developer and any other interested Person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the staff report on, or with respect or germane to, the issue of Developer's good faith substantial compliance with the material terms of this Agreement.

If, after receipt of any written or oral response of Developer, and/or results and recommendations from the Meet and Confer/Mediation Process that may have occurred, and after considering all of the evidence at such public hearing, or a further public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not substantially complied in good faith with the material terms of this Agreement, the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance that shall reasonably reflect the time necessary to adequately bring Developer's performance into good faith substantial compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, and the time for performance is not extended, the City Council may by subsequent noticed hearing terminate or modify this Agreement.

- c) *Remedies.* Upon the occurrence of an Event of Default, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (a) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (b) bring any action at law or in equity as may be permitted by Laws or this Agreement. Notwithstanding the foregoing, however, neither Party shall ever be liable to the other Party for any consequential or punitive damages on account of the occurrence of an Event of Default (including claims for lost profits, loss of opportunity, lost revenues, or similar consequential damage claims), and the Parties hereby waive and relinquish any claims for punitive damages on account of an Event of Default, which waiver and relinquishment the Parties acknowledge has been made after full and complete disclosure and advice regarding the consequences of such waiver and relinquishment by counsel to each Party.

In the event the City requires court action to enforce the above terms, the prevailing party shall be entitled recovery of all costs and fees incurred, at the discretion of the Court.

- 6 Successors and Assigns; Recording. This Agreement will be binding upon, and shall be assigned to, the successors and assigns of the Developer and its related party affiliates; provided, that such successor or assign is an eligible counterparty to this Agreement and the obligations created hereunder will run with the Property and the Project. If Developer sells, transfers, leases or assigns the Property all or substantially all its interest in the Project, then this Agreement will, thereafter,

be assigned to and shall be binding on the purchaser, transferee or assignee; provided, that such party is an eligible counterparty to this Agreement.

7 Statement of Good Faith. The Parties agree the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent such value is determinable as of the date of this Agreement. Each Party was represented by counsel in negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge this Agreement is fair and mutually beneficial to them because it fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The City acknowledges this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

8 Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.

9 Invalidity. If, for any reason, it is ever determined by the state of Michigan, or by any other court of competent jurisdiction, that any material provision of this Agreement is unlawful, invalid or unenforceable, then the Parties shall (i) undertake best efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable, and (ii) if such efforts are unsuccessful, undertake reasonable efforts, including without limitation, seeking all necessary approvals, to replicate the benefits and burdens of this Agreement in the form of an amended agreement.

10 Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via nationally recognized overnight courier delivery service. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

To Developer:

Glenwood Senior Limited Dividend Housing Association, Limited Partnership

April 28, 2020 Approved Minutes

c/o Wallick Communities  
Attn: Asset Management  
160 W. Main Street, Suite 200  
New Albany, OH 43054

To the City:

Office of the Mayor  
47450 Woodward  
Pontiac, MI 48342

Delivery of the Payment In Lieu of Taxes to the City:

City of Pontiac  
Attn: Finance Division  
47450 Woodward  
Pontiac, MI 48342

11 Good Faith. The City and the Developer shall act in good faith to carry out and implement this Agreement.

12 Covenants of Developer. During the term of this Agreement, the Developer will not voluntarily do any of the following:

- a. Seek to invalidate this Agreement except as expressly provided herein;
- b. Fail to pay the City all amounts due hereunder when due in accordance with the terms of this Agreement.

13 Covenants of the City. During the term of this Agreement, the City will not do any of the following:

- a. Seek to invalidate this Agreement;
- b. Seek to collect from the Developer any property tax upon the Property or the improvements thereon in addition to the amounts established herein;
- c. Impose any lien or other encumbrance upon the Property or the improvements thereon except as is expressly authorized by law; or
- d. Take any affirmative action in support of the bifurcation of the taxation of real and personal property.

e. The City shall provide the Municipal Services consistent with services then provided to similar multiple family residential housing developments within the City. The nature, extent and delivery of such services shall be in the final, sole and absolute discretion of the City. This Agreement shall not be construed to impose any additional obligations upon the City to provide such services than otherwise required by law.

14      Representations of City. The City represents and warrants to the Developer (i) it has secured all approvals necessary to duly authorize the execution, delivery and performance of this Agreement and its obligations hereunder, including the valid and enforceable passage of the City of Pontiac Ordinance for Glenwood Senior Apartments, and (ii) it is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of any law, any order of any court or other agency or authority of government, or any agreement or instrument to which the City is a party or by which the City is bound, and (iii) this Agreement and the City of Pontiac Ordinance for Glenwood Senior Apartments are the legal, valid and binding obligation of the City and is enforceable in accordance with their respective terms.

15      Representations of Developer. The Developer represents and warrants to the City (i) it is duly organized and is authorized to conduct business in the State of Ohio, and (ii) it is authorized and has the power under the laws of the State of Ohio to enter into this Agreement and the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and the City of Pontiac Ordinance for Glenwood Senior Apartments, and (iii) the performance of its obligations hereunder or under the City of Pontiac Ordinance for Glenwood Senior Apartments will not violate, result in a breach of, or constitute a default under, any agreement or instrument to which Developer is a party or by which Developer is bound, and this Agreement is a legal, valid and binding obligation of Developer enforceable in accordance with its terms.

Ayes: Pietila, Taylor-Burks, Waterman and Williams

No: Carter and Miller

**Resolution Passed.**

20-166      **Motion to defer Item #12 (Resolution to approve the Annual Michigan Department of Transportation (MDOT) Act 51 Map Report adding Vanguard Dr.) for one week.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

**Motion Carried.**

**Department of Public Works(DPW)**

20-167      **Resolution to authorize the Mayor to sign the MDOT funding agreement for the Center Point Parkway Construction Project.** Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, The City of Pontiac has received the funding agreement from the Michigan Department of Transportation, and;

WHEREAS, The Department of Public Works, Engineering Division has reviewed the subject agreement, and;

WHEREAS, The project is budgeted in the 2020/21 Major Street budget,

NOW, THEREFORE, BE IT RESOLVED, The Pontiac City Council authorized the Mayor or Deputy Mayor to sign the MDOT funding agreement for the CenterPoint Parkway Construction Project.

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

No: Carter

**Resolution Passed.**

**Special Presentation**

Proposed Changes to City's Snow Ordinance and its Impact on DPW Budget and Operations.

Presentation Presenter: Dan Ringo, Interim DPW Director.

**(Limit to 3 minutes.)**

**Public Comment**

Eighteen (18) individuals submitted a public comment that was read by the City Clerk.

**Closing Comments**

Mayor Waterman, Legislative Counsel Monique Sharp, Interim City Clerk Garland Doyle, Councilwoman Patrice Waterman, Councilwoman Mary Pietila, Councilwoman Doris Taylor-Burks, Councilwoman Gloria Miller, Council Pro-Tem Randy Carter and Council President Kermit Williams made closing comments.

**Adjournment**

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

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GARLAND S DOYLE  
INTERIM CITY CLERK