



NOTICE OF PONTIAC CITY COUNCIL MEETING

August 11, 2020

at 6:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a Study Session on August 11, 2020 at 6:00 p.m. This meeting will be held electronically pursuant to the Open Meetings Act and Governor Whitmer's Executive Order 2020-154. The agenda of the Study Session is attached. Pursuant to Executive Order 2020-129, the Pontiac City Council gives notice of the following:

1. **Reason for Electronic Meeting.** The Pontiac City Council is meeting electronically because of Executive Order 2020-154.
2. **Procedures.** The public may view the meeting electronically through the following method.
<http://pontiac.mi.us/council/pontiacvtv/index.php>
3. **Public Comment.** For individuals who desire to make a public comment, please submit your name and comment in writing to publiccomments@pontiac.mi.us. Additionally, you may submit your public comment in writing directly to the Office of the City Clerk during regular business hours. All public comments must be received no later than 5:30 p.m. on August 11, 2020. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
4. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or clerk@pontiac.mi.us at least 24 hours in advance of the meeting.

Dated 8-7-2020, 5:00 p.m.

Garland S. Doyle, Interim City Clerk

City of Pontiac

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

PONTIAC CITY COUNCIL

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



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

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

Website: http://pontiac.mi.us/council/meeting_agendas_and_minutes/index.php

STUDY SESSION

August 11, 2020

6:00 P.M.

184th 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. August 6, 2020

Public Comment

Agenda Items

Resolutions

City Clerk

2. Resolution to authorize the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to increase account 101-255-702.000 Salaries & Wages from \$15,000 to \$30,000. This increase is due to allocating the majority of the Special Assistant to the Clerk work hours to the Medical Marijuana application review process. The Special Assistant to the Clerk salary will not change.
3. Resolution to Approve the Salary Change for the Part-Time Customer Service Representative (CSR)-City Clerk's Office from \$5000.00 to \$16,762. The increase is due to increasing the number of work hours for the CSR to accommodate having to allocate the majority of the Special Assistant to the Clerk time to the Medical Marijuana application review process.

Economic Development

4. Resolution to approve the following contracts as recommended by the George W. Auch Company per their letter dated July 23, 2020: (1) Structural Repairs to DRV Contractors, LLC, in the amount of \$2,793,345.00; (2.)

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

Office of the City Clerk 47450 Woodward Pontiac, Michigan 48342 Phone (248) 758-3200

Website: <http://pontiaccityclerk.com>

Concrete Foundation to CI Contracting in the amount of \$15,620.00; (3.) Masonry to Davenport Masonry in the amount of \$24,400.00; (4.) Architectural Renovations to Dennco Construction in the amount of \$108,300.00; (5.) Painting to Accurate in the amount of \$94,800.00; (6.) Fire Suppression to Professional Sprinkler in the amount of \$199,980.00; (7.) Plumbing to Tempco Mechanical in the amount of \$106,800.00; and (8.) Underpass Licensing to Ferndale Electric in the amount of \$487,800.00. Furthermore, that the Mayor be authorized to sign and execute these contracts on behalf of the City of Pontiac.

Communications from the Mayor

5. William's International Development Agreement - Student Scholarships.
6. Update: CARES Act.

Adjournment

Upcoming Special Presentations

August 18, 2020

1. Rehmann Robson Audit Report
2. Update: Parks and Recreation, Neighborhood Empowerment Projects (NEP) and other partnerships

September 1, 2020

1. Medical Marihuana Monthly Application Review Process Update from the Office of the City Clerk
2. Village at Bloomfield Development Update
3. Pontiac Votes Community Challenge

#1

MINUTES

**Official Proceedings
Pontiac City Council
183th Session of the Tenth Council**

Call to order

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically on Thursday, August 6, 2020 at 12:00 p.m. by Council President Kermit Williams.

Pledge of Allegiance

Roll Call

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

Mayor Waterman was present.

Clerk announced a quorum.

Amendments to and approval of the Agenda

20-365 **Motion to add discussion about Census Concerts at City Hall as item #18.** Moved by Councilperson Miller and second by Councilperson Pietila.

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

No: None

Motion Carried

Motion to move items 4, 5, 7 & 8 above item 6. Moved by Councilperson Waterman and second by Councilperson Pietila. Councilperson Waterman withdrew her motion and Councilperson Pietila withdrew her second.

20-366 **Motion to move items 4, 5, 7, & 8 before item 2.** Moved by Councilperson Williams and second by Councilperson Shramski.

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

No: None

Motion Carried

20-367 **Motion to approve the amended Agenda.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

Approval of the Minutes

20-368 **July 28, 2020 Minutes.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Ordinances

Finance Department

20-369 **Adoption of an Emergency Ordinance to Amend Emergency Ordinance 2346 to extend \$400 Supplemental Payment for Health to General Employees Retirement System- GERS retirees until August 31, 2021.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

Whereas, the temporary increase to certain members of the GERS pension system is set to expire on August 31, 2020; and,

Whereas, the City Council desires that this temporary increase continues for at least one more year; and,

Whereas, such ordinance if approved will take effect from September 1, 2020 and expire on August 31, 2021, or when the CPREA health care litigation is resolved and health insurance will be provided to retiree class, whichever comes first, and,

Whereas, the Pontiac City Council considers this an emergency.

The City of Pontiac ordains:

Section 1. Amendments.

The General Employee Retirement System ordinance shall be amended to read as follows: a. Section 17.6 shall be amended to add the following language: Temporary Pension Increase: "All persons who are receiving retirement benefits as of August 1, 2018 and who enter pay status through August 1, 2019, shall be entitled to receive an increase in their monthly allowance of four hundred dollars (\$400.00) per month beginning September 1, 2020 through August 31, 2021, or when the CPREA litigation is resolved and health insurance will be provided to the retiree class, whichever comes first."

Section 2. Severability.

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

Section 3. Repealer.

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

Section 4. Publication.

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

Ayes: Williams, Pietila, Shramski and Taylor-Burks

No: Carter

Abstain: Miller and Waterman

Ordinance Passed.

20-370 **Adoption of an Emergency Ordinance to Amend Emergency Ordinance 2369 to extend \$400 Supplemental Payment for Health to Police and Fire retirees until August 31, 2021.**
Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

An ordinance to provide for a limited increase in pension payments for certain members of the Police and Fire Retirement System (PFRS).

The City of Pontiac ordains:

Section 1. Amendments.

The Code of Ordinances shall be amended to read as follows:

- a. Section 92-122.2 shall be amended to add the following language:

Temporary Pension Increase:

"All persons who retired before August 22, 1996, and who are receiving retirement benefits as of September 1, 2019 and who enter pay status through August 1, 2020 shall be entitled to receive an increase in their monthly allowance of four hundred dollars (\$400.00) per month beginning September 1, 2020 through August 31, 2021. Should the City of Pontiac, as the result of litigation or settlement thereto, will provide retiree health insurance to the group or a compensation that is understood as an alternative healthcare benefit, the monthly allowance of \$400 per month ends."

Section 2. Severability.

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

Section 3. Repealer.

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

Section 4. Publication.

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

Section 5. Emergency Declaration and Effective Date.

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

Ayes: Pietila, Shramski, Taylor-Burks and Williams

No: Carter

Abstain: Miller and Waterman

Ordinance Passed.

Economic Development

20-371 **Adoption of an Ordinance to provide a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions for the State Housing Development Authority Act of 1966 (1966 PA 340,**

as amended, MCL 125.1401, *et seq*, the "Act"), also known as the "Tax Exemption Ordinance for Carriage Place Apartments". Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*; the "Act").

THE CITY OF PONTIAC
ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "Tax Exemption Ordinance-for Carriage Place Apartments."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing project that is constructed with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor: CARRIAGE PLACE LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, a Michigan limited partnership, has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to own and operate a 234 unit housing project identified as *Carriage Place* on certain property located at 255 Carriage Circle Drive in the City (tax parcel number: 14-34-127-002) to serve low income persons and families, and that the Sponsor has offered to pay the City, on account of this housing project, an annual service charge for public services in lieu of all ad valorem property taxes.

SECTION 3. Definitions.

- A. "Authority" means the Michigan State Housing Development Authority.
- B. "Annual Shelter Rent" means 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 (as hereafter defined).
- C. "LIHTC Program" means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- D. "Low Income Persons and Families" means persons and families eligible to move into a housing project.
- E. "Mortgage Loan" means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction,

rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.

F. "Sponsor" means CARRIAGE PLACE LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, a Michigan limited partnership, and any entity that receives or assumes a Mortgage Loan.

G. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that *Carriage Place* is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as *Carriage Place* and the property on which will be located shall be exempt from all ad valorem property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 6% of the Annual Shelter Rent actually collected by the housing project during each operating year.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the current calendar year. The annual payment for each operating year shall be paid on or before July 1st of the operating year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq.).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as: (i) the Sponsor obtains a Mortgage Loan on or before June 30, 2021; (ii) a Mortgage Loan remains outstanding and unpaid; and (c) the housing project remains subject to income and rent restrictions under the LIHTC Program but in no case longer than 30 years from the date of the certificate of occupancy issued by the City for the housing project.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 12. Effective Date.

This Ordinance shall become effective on _____, 2020, as provided in the City Charter.

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

No: Carter

Ordinance Passed.

Resolution

20-372 **Resolution to authorize Mayor to sign and execute Municipal Service Agreement for Carriage Circle Apartments, parcel # 14-34-127-002.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

WHEREAS, the Pontiac Housing Commission is investing nearly \$40,000,000 in a renovation of the Carriage Circle Apartment complex; and

WHEREAS, the City has agreed to a Payment In Lieu of Taxes agreement for Carriage Circle Apartments; and

WHEREAS, the City incurs substantial costs related to municipal services including but not limited to emergency services; and

WHEREAS, the Parties have agreed to a municipal services agreement in the amount of \$10,000 per year to defray those services;

NOW THEREFORE BE IT RESOLVED, that the City Council approves the Municipal Services Agreement and authorizes its execution by the Mayor.

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

No: Carter

Resolution Passed.

See attachment A for Municipal Services Agreement

Special Presentations

Medical Marihuana Administration Report

Presentation Presenter: Matt Gibb, Special Counsel for Economic Development

Medical Marihuana Monthly Application Review Process Update from the Office of the City Clerk

Presentation Presenter: Garland Doyle, Interim City Clerk

August 6, 2020 Formal

Recognition of Elected Officials

Hon. Mattie Hatchett, Library Board and former Oakland County Commissioner

Agenda Address

None

Communications from the Mayor

Item 10 Forensic Audit Contract Negotiations Report; item 11 Executive Order: Pontiac Outdoor Dining Program Report; item 12 Update: Census Events and Statistical Response Report; item 13 Request for City Council Support – Letter of Apology to Detroit Regional Parking Authority Report and item 14 Phoenix Center Bid Update Report were received.

Mayoral Monthly Reports

Items 15 Personnel Monthly Staff Report, item 16 Monthly Check Register and item 17 City Credit Card Statement were received.

Discussion (Agenda Add-On)

Census Concert at City Hall. City Council President requested a breakdown of Census Grants and Donations

Council President Williams requested a list of all Census grants and donations.

Public Comment

One (1) individual submitted a public comment read by the City Clerk.

Mayor, Clerk and Council Closing Comments

Mayor Waterman, Interim City Clerk Doyle, Legislative Counsel Sharpe, Councilwoman Taylor-Burks, Councilwoman Pietila and Councilwoman Miller made closing comments.

Adjournment

Council President Kermit Williams adjourned the meeting at 2:46 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

PAYMENT IN LIEU OF TAXES AND MUNICIPAL SERVICES AGREEMENT

This PAYMENT IN LIEU OF TAXES AND MUNICIPAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020 between the PONTIAC HOUSING COMMISSION, a public housing agency, whose address is 132 Franklin Boulevard, Pontiac, Michigan 48341 ("OWNER"), and the CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342 (hereinafter referred to as the "CITY" and the OWNER and CITY may be collectively referred to as the "Parties").

RECITALS:

- A. OWNER intends to renovate and preserve a 234 unit multifamily housing project for low income persons, known as *Carriage Circle Apartments* to be financed in part, on or before June 30, 2021 by Low Income Housing Tax Credits ("LIHTC"), administered by the Michigan State Housing Development Authority ("MSHDA") on land legally described on the attached Exhibit "A" (the "PROJECT").
- B. The CITY has adopted a Payment in Lieu of Taxes Ordinance, effective _____, 2020, that exempts the PROJECT from property taxes in lieu of a service charge, commonly referred to as Payment in Lieu of Taxes ("PILOT"), a copy of which Ordinance is on the attached Exhibit "B."
- C. In consideration of the PILOT and this Agreement, OWNER has agreed to certain conditions and obligations and further agreed to pay to the CITY an annual municipal services fee to defray the CITY's costs of providing certain municipal services (as hereafter defined).
- D. The OWNER desires to assure that certain municipal services will be provided to the PROJECT during the term that the PILOT Ordinance for this PROJECT is in place, such municipal services to exclude normal water, sewer, and other utility charges as well as special assessment charges (which must be paid separately and at duly established rates) and similar charges and to include only:
 - 1. Emergency services, including police and ambulance (at normal published rates) and fire service specifically administered through the CITY;
 - 2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the PROJECT;
 - 3. Said municipal services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Oakland, and City of Pontiac or other applicable jurisdictions or bodies (all of the above are collectively referred to as "Municipal Services").
- E. The CITY and OWNER wish to set forth the understandings with respect to OWNER'S conditions and obligations, as well as, the imposition and payment of a municipal services fee to defray the cost of the CITY providing Municipal Services to the PROJECT.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt of which is acknowledged by the parties, it is agreed as follows:

1. **Incorporation.** The above Recitals are incorporated by reference as an integral part of this Agreement.
2. **Municipal Services.** The CITY shall provide the Municipal Services to the PROJECT 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
 - a. OWNER'S payment for Municipal Services provided by the CITY shall be computed as follows: the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) will be paid concurrently with the first annual PILOT payment for the *Carriage Circle Apartments*. Each year thereafter, and for the duration the PILOT Program remains in existence for the Project, the annual payment from the OWNER to the CITY for the Municipal Services provided hereunder shall be increased annually (but not decreased) per the published annual increase Consumer Price Index for all products Midwest region.
 - b. If OWNER does not pay the CITY for the Municipal Charges by September 1st of the year in which it was due, such service charge shall be considered in arrears and the CITY is entitled to all rights and means to collect the arrearage, subject to the PILOT Ordinance, this Agreement, and applicable law.
3. **OWNER Conditions and Obligations.** As express conditions precedent to this Agreement, and as ongoing obligations, the OWNER 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, OWNER 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.* OWNER 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), OWNER 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.* OWNER shall continue to provide staffed security and shall provide the City with the name and address of the Security Company and the

name and direct contact information (phone and email) of the Security 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.

d. *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 OWNER 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 periodically for ordinance, code or other lawful purposes. The OWNER 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 OWNER 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 plans, equipment, and measures are in working order and that Management has been trained on the security plan, such report being a summary report of all quarterly reports.
5. If any violations of the housing code occur between report/reviews, the report may be required sooner at the discretion of the CITY.

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.
6. **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.
7. **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 OWNER 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, OWNER, and to all other interested Persons requesting the same, copies of the City Council agenda report, agenda related materials and other information regarding OWNER'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, OWNER 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 OWNER's good faith substantial compliance with the material terms of this Agreement.

If, after receipt of any written or oral response of OWNER, 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 OWNER has not substantially complied in good faith with the material terms of this Agreement, the City Council shall specify to OWNER the respects in which OWNER has failed to comply, and shall also specify a reasonable time for OWNER to meet the terms of compliance that shall reasonably reflect the time necessary to adequately bring OWNER'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.
8. **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.

9. **Successors and Assigns; Recording.** This Agreement will be binding upon, and shall be assigned to, the successors and assigns of the OWNER 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 OWNER 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.
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.

To OWNER:

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

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.

11. **Complete Agreement.** This Agreement sets forth the complete agreement of the Parties regarding the provision of Municipal Services from the CITY to the OWNER for the PROJECT. All prior understandings or agreements between the Parties, either written or oral, are merged into and replaced by this Agreement.

- a. The Parties warrant and represent that each understands that the Agreement is a legally binding contract; that each has read and understood this Agreement; that each intends to be bound by each provision of this Agreement; and that each has the authority to execute this Agreement.
- b. This Agreement only applies to the PROJECT and to OWNER and its approved successors and assigns.
- c. This Agreement, which has been negotiated by and between the Parties, shall be deemed drafted by each of the Parties and shall not be construed against any single party.
- d. This Agreement may not be varied or modified in any manner, except in a subsequent writing executed by an authorized representative of both parties.
- e. No breach of any provision of this Agreement can be waived unless in writing. The waiver of a breach of any provision of this Agreement shall not be deemed a waiver of the breach of any other provision.
- f. If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, and may be independently enforced to the fullest extent permitted by law.
- g. In the event of any breach of any provision of this Agreement resulting in litigation, the prevailing party shall be entitled to be reimbursed by the non-prevailing party for all of its actual attorney fees and costs incurred in such litigation, in addition to all other remedies available under this Agreement or at law.
- h. The Parties agree that this Agreement shall be governed by the laws of the State of Michigan, without reference to Michigan's conflict of law principles.
- i. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement. All signatures required under this Agreement need not appear in the same document. This Agreement may be executed by facsimile or .pdf signature, with original signatures to be thereafter delivered.

SIGNATURES ON THE FOLLOWING PAGE

This Agreement is executed as of the day and year first written above.

OWNER:

PONTIAC HOUSING COMMISSION, a public
housing agency

By: _____
Name: _____
Its: _____

CITY:

CITY OF PONTIAC

By: _____
Name: _____
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROJECT

Real estate situated in the City of Pontiac, Oakland County, Michigan described as follows:

Part of Lot 3 of ASSESSOR'S PLAT No 141 according to the plat thereof recorded in Liber 54A of Plats, Pages 99 and 99A of Oakland County Records, described as follows: Commencing at the Northeast corner of said Lot 3; thence South 87 degrees 47 minutes 10 seconds West 628.43 feet along the North line of said Lot 3; thence South 2 degrees 12 minutes 26 seconds East 230.00 feet to the point of beginning; thence South 2 degrees 12 minutes 26 seconds East 420.00 feet; thence North 87 degrees 47 minutes 10 seconds East 622.90 feet; thence North 1 degree 43 minutes 10 seconds West 270.01 feet along East line of Lot 3; thence South 87 degrees 47 minutes 10 seconds West 185.20 feet; thence North 2 degrees 12 minutes 26 seconds West 150.00 feet; thence South 87 degrees 47 minutes 10 seconds West 440.00 feet to the point of beginning.

Commonly known as: 255 Carriage Circle Drive
Tax Parcel No. 14-34-127-002

EXHIBIT "B"
PILOT ORDINANCE
(ATTACHED)

#2

RESOLUTION

Resolution of the Pontiac City Council



Whereas, the City of Pontiac approved the FY 2020-2021 budget on June 29, 2020; and

Whereas, the adopted FY 2020-2021 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 August 6, 2020, the City has received a total of 111 medical marihuana applications including 5 grower, 2 processor and 1 secure transporter applications; and

Whereas, the budget amendment to the Medical Marihuana Applications Dept (255) is necessary to allocate more of the Special Assistant to the Clerk work hours to the medical marihuana application review process;

Whereas, the City Clerk is requesting that the salaries and wages account 101-255-702.000 in Dept (255) be increased from \$15,000 to \$30,000; 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 authorizes the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to increase account 101-255-702.00 salaries and wages from \$15,000 to \$30,000.

#3

RESOLUTION

Resolution of the Pontiac City Council



Resolution to approve the salary change of the Customer Service Representative (Clerk's Office)

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, Be It Resolved, that the City Council for the City of Pontiac approve the salary of \$16,762 for the position of Customer Service Representative (Clerk's Office).

#4

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Mayor Deirdre Waterman

DATE: August 5, 2020

RE: Resolution to adopt the recommendation of AUCH Construction and award bids for the Partial Release of Work on the Phoenix Center

On May 1, 2020 the City Council was presented the entire scope of work and schematic package to complete the four levels of work set forth in the Settlement Agreement to repair and maintain the Phoenix Center. At that meeting, and immediately following, Council was apprised of the inter-coordination of the total work, including the general conditions and the effect of partial commencement and how long it would take for completion of work.

On May 19, 2020 City Council was presented an update of the process to draft bid packages and was formally requested to host a special meeting to allow Council to engage in and review the bid approach and the itemized work that would satisfy the structural, electrical, maintenance and elevators commitment. That request was postponed by Council.

Council then acted to allocate a not to exceed amount of \$7 million to support funding for the work required at the Phoenix Center.

Based upon the direction given by Council and in line with the specific limitation of funding, a revised time line was submitted to the City at the Council meeting of June 9, 2020 the pre-bid notifications and preliminary organizational work has commenced allowing the bid documents to be finalized. The bids for the first phase of required work at the Phoenix Center were received and are recommend as attached. The recommendations are contained within the proposed Resolution.

A copy of the resolution is attached for your consideration and approval.

DR

Attachments



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO ADOPT THE RECOMMENDATION OF AUCH CONSTRUCTION AND AWARD BIDS FOR PARTIAL RELEASE OF WORK ON THE PHOENIX CENTER.

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at Pontiac City Hall on _____, 2020, the following resolution was offered by _____ and supported by _____.

WHEREAS, The City of Pontiac is subject to the terms of a certain Settlement Agreement that require repair and maintenance work to be performed on the Phoenix Center, such work being outlined in the terms of the Agreement, including Exhibit 2; and

WHEREAS, The City of Pontiac approved and retained IDS to complete architectural and engineering services to identify and plan for all work required under the Settlement Agreement; and

WHEREAS, On May 1, 2020 a complete scope of work and pre-bid cost estimate was presented to the City for its consideration and direction, whereupon the City Council elected to allocate a partial amount of funding to support financing the required work in the amount of \$7,000,000.00; and

WHEREAS, The City of Pontiac's construction manager, architectural professionals and special counsel for economic development immediately re-structured the recommended work to support the limited funding allocation and presented a revised timeline and phased scope of work to the City Council that would maintain the required phasing of construction steps and utilize the funding support as allocated; and

WHEREAS, AUCH Construction prepared bid packages for the partial release of work in accord with the amount of supported funding, published those bids in strict accord with the purchasing rules of the City of Pontiac, opened and read the bids on July 21, 2020, presented the bids and the appropriate summary to the City Clerk on July 23, 2020; and

WHEREAS, AUCH has now recommended the award of contracts based upon the received bids that upon award would represent an estimated total cost to the City of Pontiac of \$6,624,060.00

NOW THEREFORE, BE IT RESOLVED that the City of Pontiac does hereby accept the recommendation of the George W Auch Company dated July 23, 2020 and accept and award the following;

- A. Structural Repairs to DRV Contractors, LLC in the amount of \$2,793,345.00
- B. Concrete Foundation to CI contracting in the amount of \$15,620.00
- C. Masonry to Davenport Masonry in the amount of \$24,400.00
- D. Architectural Renovations to Dennco Construction in the amount of \$108,300.00
- E. Painting to Accurate in the amount of \$94,800.00
- F. Fire Suppression to Professional Sprinkler in the amount of \$199,980.00

- G. Plumbing to Tempco Mechanical in the amount of \$106,800.00
- H. Underpass Licensing to Ferndale Electric in the amount fo \$487,800.00

The Mayor is authorized to complete all necessary contracts and execute the same on behalf of the City of Pontiac.

PASSED AND APPROVED BY THE CITY COUNCIL, Pontiac, Michigan, this _____ day of _____, 2020.

AYES: _____

NAYS: _____

I, Garland Doyle, Interim Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the City of Pontiac on _____, 2020.

GARLAND DOYLE, City Clerk

Dated: _____, 2020



AUCH

AUCH Construction

Innovative Planners & Construction Managers
Builders Since 1908

65 University Drive
Pontiac, Michigan 48342
P (248) 334-2000
F (248) 334-3404
www.auchconstruction.com

July 23, 2020

City Of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Attention: Dan Ringo

Reference: City Of Pontiac
Phoenix Center
Auch Project No. 8922

Subject: Recommendation to Award Trade Contracts
Per Attached Recommendation to Award Summary

Dear Mr. Ringo

This letter will serve as our request for Authorization to Award subcontracts. We have conducted cost bid reviews/ scope/ cost/ schedule review sessions with the noted contractors to discuss their individual proposals regarding their respective work categories. These proposals were found to be complete and in o

Therefore, we request your approval to award subcontracts to the listed contractors for the amounts stipulated, all in accordance with the attached substantiation material.

- > Recommendation for Award Summary, dated 07/23/2020
- > Bid Tabulation Summary/ Project Construction Budget, dated 07/23/2020

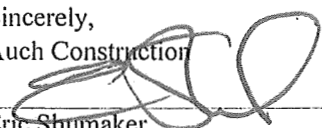
We request, upon your approval, authorization to proceed based on the current Project Budget

- > Construction Budget (Through 07/23/2020)..... \$6,624,060

Current Construction Budget \$6,624,060

We will proceed immediately with the issuance of subcontracts upon receipt of your approval. Please sign and return one copy of this letter for our files.

Sincerely,
Auch Construction


Eric Shumaker
Sr. Project Manager

Approved By:
City of Pontiac

Date

Attachments
File 8733: 2.1
City of Pontiac Clerk
Matt Gibb
Vince DeLeonadis

City of Pontiac

Phoenix Center

Recommendation for Award Breakdown -- Bid Packages A-G & I

Recommendation for Award Breakdown -- Site, Core Shell, Enclosure & Interior Fitout

A Structural Repairs			
DRV Contractors, LLC			
1.	Base Proposal.....	\$2,793,345	
	*Per the recommendation of Walker Consultants 07/22/2020 a separate 15% Allowanc line item is being carried outside of the contractor for quantity unknowns.		
	Contract Award	\$2,793,345	
B Concrete Foundation			
CI Contracting			
1.	Base Proposal.....	\$11,980	
2.	Base Proposal Alternate to place Floor in Fire Riser Room.....	\$3,640	
	Contract Award	\$15,620	
C Masonry			
Davenport Masonry			
1.	Base Proposal.....	\$24,400	
	Contract Award	\$24,400	
D Architectural Renovations			
Dennco Construction			
1.	Base Proposal.....	\$108,300	
	Contract Award	\$108,300	
E Painting			
Accurate			
1.	Base Proposal.....	\$94,800	
	Contract Award	\$94,800	
F Fire Suppression			
Professional Sprinkler			
1.	Base Proposal.....	\$199,980	
	* Does not include note 34 on M2.4 regarding pre-action system. Confirmed with architect this note is a mistake and it was intended to install per note 35 which is a dry system.		
	Contract Award	\$199,980	
G Plumbing			
Tempco Mechanical			
1.	Base Proposal.....	\$106,800	
	Contract Award	\$106,800	
H Mechanical			
No Recommendation include bid.			
	Contract Award	\$0	

City of Pontiac**Phoenix Center****Recommendation for Award Breakdown -- Bid Packages A-G & I****Recommendation for Award Breakdown -- Site, Core Shell, Enclosure & Interior Fitout****I Underpass Lighting****Ferndale Electric**

1. Base Proposal.....	\$487,800
Contract Award	\$487,800

*** Refer to attached Budget Budget.

07/23/2020 revised 8/3/20

CITY OF PONTIAC**PHOENIX CENTER**

Recommend to Award Subcontract

Bid Category	Description/Contractor	Base Bid	Alternate #1	Alternate #2	Contract Award	Budget	Variance	Comments / Exclusions
Bid Package No. 1								
A	STRUCTURAL REPAIRS				\$2,793,345	\$3,028,670	\$235,325	Stabilize structure and address safety issues
	DRV	\$2,793,345	\$1,653,760					
	Pullman	\$3,996,347	\$1,782,710					
	RAM	\$3,132,688	\$2,080,600	-				
B	CONCRETE FOUNDATIONS				\$15,620	\$0	(\$15,620)	Required for Fire Protection Sprinkler
	CI Contracting	\$11,980	\$3,640	-				
C	MASONRY				\$24,400	\$0	(\$24,400)	Required for Fire Protection Sprinkler
	Davenport Masonry	\$24,400						
D	ARCHITECTURAL RENOVATIONS				\$108,300	\$120,000	\$11,700	Install Fire Rated Doors, Frames and Hardware
	DennCo Construction	\$108,300						
	Diversified Construction	\$179,655						
	Pontiac Ceiling & Partition	\$980,000						
E	PAINTINGS AND COATINGS				\$94,800	\$0	(\$94,800)	Prevent corrosion of doors, frames, piping
	Accurate Painting	\$94,800	-	-				
F	FIRE SUPPRESSION				\$199,980	\$200,000	\$20	Enclosed parking and fire riser
	Professional Sprinkler	\$199,980	-	-				
G	PLUMBING				\$106,800	\$271,013	\$164,213	Replace floor drains to control storm water infiltration
	JM & Sons Plumbing	\$115,600	-	-				
	TempCo	\$106,800						
H	MECHANICAL				\$0	\$0	\$0	Incomplete bid, do not award
	Tempco	\$22,000	-	-				
I	ELECTRICAL				\$487,800	\$393,106	(\$94,694)	Tunnel Lighting*, heater in Fire
	Centerline	\$565,400	-	-				
	Ferndale	\$487,800						
	Great Lakes Lighting	\$517,000						
	J&J	\$627,000						
	J Ranck	\$683,679						
	Project General Requirements				\$18,640	\$18,640		Dumpsters and select demolition
								*manner lighting eligible for SOM grant, ~ \$160k not shown in budget
					\$3,849,685	\$4,031,429	\$181,744	\$181,744
	TRADE ALLOWANCES							
1	3N Temp Lighting - support phasing				\$150,000	\$150,000	\$0	ALLOWANCE
2	Water Main Into Building for Fire Protection				\$47,813	\$47,813	\$0	ALLOWANCE
3	Provide Temp Walkway from 3N - support phasing				\$35,000	\$35,000	\$0	ALLOWANCE
4	Pre Action Fire Alarm System - Two Stage				\$0	\$0	\$0	A/E advised not required
5	Fire Alarm Panel/ Sprinkler Monitoring				\$50,000	\$0	(\$50,000)	ALLOWANCE
6	Structural Repair Allowance per Walker Associates 07/22				\$419,002	\$454,300	\$35,298	ALLOWANCE
7	Power Wash Deck				\$200,000	\$0	(\$200,000)	ALLOWANCE
					\$4,751,500	\$4,718,542	(\$32,958)	-\$32,958
MISC.	STANDARD ALLOWANCES							
1	General Liability	\$0			\$1,557	\$32,956	\$1,399	0.50%
2	Builders Risk	\$0				\$0	\$0	By Owner
3	Municipal Building Permits	\$0			\$4,500	\$95,030	\$50	1.50%
4	Utility Permits & Fees	\$0				\$0	\$0	By Owner
5	QC/ Testing	\$0			\$100,000	\$100,000	\$0	ALLOWANCE, TO BE BID
TOTAL BUILDING TRADE CONTRACTS & ALLOWANCES					\$4,977,557	\$4,946,528	(\$31,029)	check (\$31,029)
Estimating Contingency.....					\$248,878	\$539,854	\$290,976	5.0%
Construction Contingency.....					\$248,878	\$296,919	\$48,041	5%
Bid Savings.....					\$0	\$0	\$0	
Auch Reimbursable/ General Conditions.....					\$680,000	\$680,000	\$0	
CM (Auch) Fee.....					\$153,883	\$160,759	\$6,876	
						\$0	\$0	
TOTAL CONSTRUCTION					\$6,309,195	\$6,624,060	\$314,865	check \$314,865

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 forgoing, 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

Deirdre Waterman

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

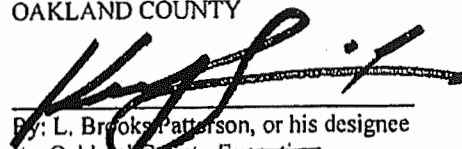
By: Charles R. Stephens
Its: Authorized Trustee

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: 
Its: ~~Oakland County Executive~~
Corporation Counsel

OAKLAND COUNTY BUILDING
AUTHORITY

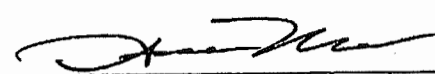

By: ~~Jay Shah~~ *Andy Meisner*
Vice-Chairperson ~~Chairperson~~, Oakland
County Building Authority

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 48064-5280
(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)
MADDIN HAUSER WARTELL ROTH
& HELLER PC
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JOHN C. CLARK (P51356)
STEPHEN J. HITCHCOCK (P15005)
JOHN L. MILLER (P71913)
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Pontiac, MI 48341
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THOMAS J. MCCARTHY (P36755)
MICHELLE C. RUGGIRELLO (P75202)
MATHEW T. JANE (P58396)
Attorneys for Defendant City of Pontiac and
Louis Schimmel
Monaghan, P.C.
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Bloomfield Hills, MI 48304
(248) 642-5770

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

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. Granahan
_____, 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

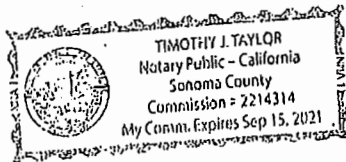
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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]
 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 property

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

OTTAWA TOWER II, LLC, a Michigan
limited liability company

PLEASE SEE ATTACHED
CALIFORNIA ALL-PURPOSE
ACKNOWLEDGEMENT FORM

By: [Signature]

Charles Stephens

Its: MURDER

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

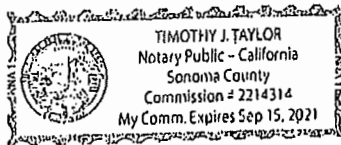
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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]
 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 escheats
 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)

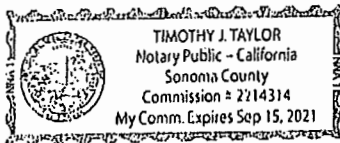
On 11-1-18 before me, Timothy J. Taylor Notary Public
Date Here Insert Name and Title of the Officer

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]
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: Purchase 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

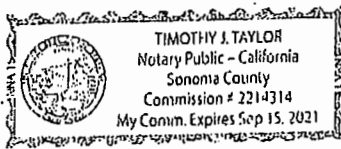
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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]
 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 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

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.

#5

**COMMUNICATION
FROM THE
MAYOR**

Mayor Deirdre Waterman Announces...
\$5,000 Scholarships for Pontiac Residents!

Sponsored by: City of Pontiac & Williams International



NOW IN IT'S SECOND YEAR!

INTERESTED IN ONE OF THE FOLLOWING STEM FIELDS LIKE MATH, SCIENCE, ENGINEERING, COMPUTERS OR ROBOTICS?
HERE'S YOUR CHANCE TO RECEIVE A \$5,000 SCHOLARSHIP. ELIGIBILITY REQUIREMENTS ARE AS FOLLOWS:

PONTIAC RESIDENT - GRADUATING H.S. STUDENT - FRESHMAN OR SOPHOMORE IN COLLEGE - 2.5 GPA OR ABOVE

IN ADDITION TO \$5,000 YOU MAY ALSO BE SELECTED FOR A ENTRY LEVEL POSITION WITH WILLIAMS INTERNATIONAL.
HERE'S YOUR CHANCE TO APPLY, VISIT THE PONTIAC JOBS PIPELINE WEBSITE FOR DETAILS BY TYPING THE LINK BELOW
INTO YOUR BROWSER. DON'T MISS THIS OPPORTUNITY TO FURTHER YOUR FUTURE! APPLY TODAY!

<http://pontiac.mi.us/jobsscholarship>

COME TO PONTIAC CITY HALL TO PICK UP AN APPLICATION OR CALL (248) 758-3108

FOR IMMEDIATE RELEASE:

July 30, 2020

CONTACT:

Kiearha Davidson, HR Manager
(248) 758-3JOB (562)
jobpipeline@pontiac.mi.us

PONTIAC JOBS PIPELINE SCHOLARSHIP APPLICATION PROCESS OPEN

PONTIAC (July 24, 2020) – Mayor Waterman announces Pontiac's second round of \$5,000.00 scholarship awards sponsored by Williams International. Last year the City of Pontiac awarded \$65,000 in scholarships to thirteen outstanding Pontiac resident students through the Jobs Pipeline Scholarship program.

Applications are currently available on the City of Pontiac's website, under the tab Jobs Pipeline. You are eligible to apply if you meet the following eligibility criteria:

- Pontiac resident
- Recent high school graduate or currently enrolled in college as freshman or sophomore
- Have maintained a 2.5 GPA
- Applicants major/interest should be STEM-related (Mathematics, Science, Engineering, Robotics, IT/Computers).

The Pontiac Jobs Pipeline was started two years ago and has been instrumental in connecting residents with jobs, and expanding job search opportunities. Continuing the effort to fuel the economy, and recognizing the innovation, and entrepreneurship that comes from STEM (Science, Technology, Engineering, Mathematics) programming, the Pontiac Jobs Pipeline Scholarship launched in 2019 through the generous support and partnership of Williams International.

There is no denying the importance of STEM studies in today's world. The Pontiac Jobs Pipeline Scholarships are geared toward innovative Pontiac students as they work toward their STEM-related undergraduate degrees.

Applicants must submit with their Jobs Pipeline Scholarship application a 500-word essay on how the scholarship award will help to advance their career goals, one letter of recommendation from a teacher, employer, or counselor, and official high school and college transcripts. Applications for the fall 2020 semester are being accepted now through August 15, 2020.

The direct line for information about this program is 248-758-3JOB (562).

###

Scholarship Recipients

Name	College	Major
Chambers, Ian	North Carolina A&T State University	Architectural Engineering
Clark, Cameron	Oakland University	Computer Science
James, Londyn R.	Spelman *	Pediatric Medicine
Rutherford, Moriah T.	Howard University	International Relations
Williams, Mylicia	University of Michigan	BS Information Technology
Wright, Kendall	Eastern Michigan University	Engineering

About Williams

Williams International is the world leader in the development, manufacture and support of small gas turbine engines. The privately owned company operates R&D (research and development) and R&O (repair and overhaul) out of their headquarters in Pontiac, Michigan. The Williams facility in Ogden, Utah is the most modern and efficient gas turbine design-to-production facility in the world.

Founded in 1955, Williams has expanded its development, test, production, and product support capabilities to create a large, versatile organization with the capacity to meet growth objectives in aviation, industrial and military markets. In our largest market—turbofan engines for general aviation—Williams has a product line covering every need from 1,000 to 3,600 pounds of thrust.

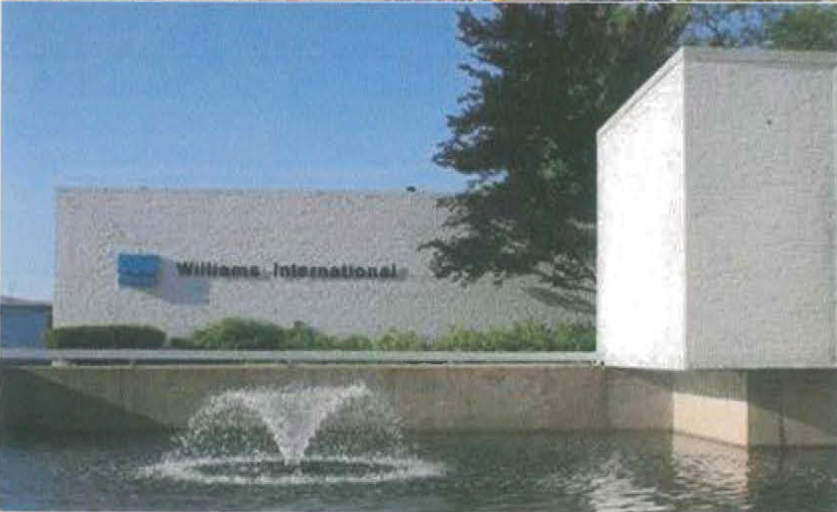
The company culture of continuous improvement in all aspects of our business accounts for the success of each person and of the company. As a privately owned endeavor, the vision stays focused, communication is straightforward, decisions are made quickly, and efforts are concentrated efficiently. Resources are assigned when and where they are needed most, allowing the company to act quickly to lead its industry. Williams is a certified ISO9000 and AS9100 organization.

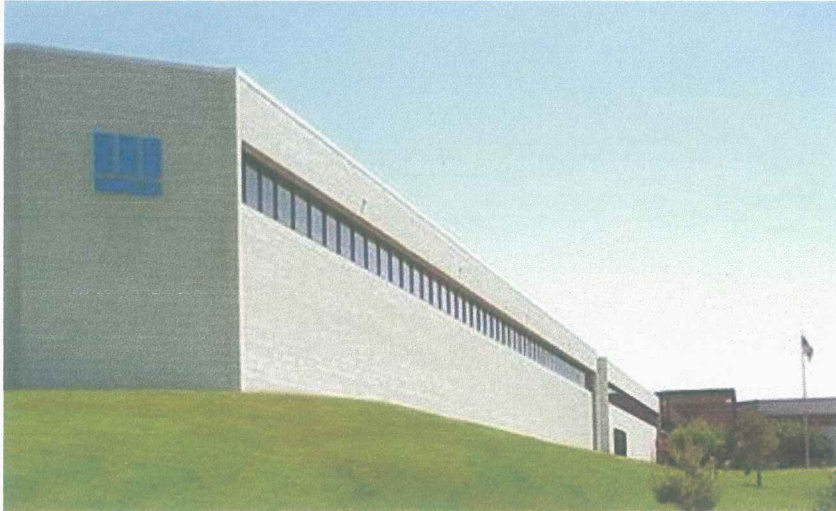
[> History / Timeline](#) [> World Records](#) [> Awards](#)











#6

**COMMUNICATION
FROM THE
MAYOR**

Covid-19 Relief Aid Money for Pontiac Residents

My Executive staff will be assisting eligible Pontiac residents to apply for these funds. "Up to \$15,000 in mortgage or rental assistance and utility payments assistance per household" Information and applications will be available on the City website and may also be picked up at City Hall.

Pontiac! Please don't miss this opportunity!

Call City of Pontiac Hotline (248) 758-3300

Mayor Deirdre Waterman



CITY HALL HELP DESK

**HELP DESK IN MAYOR WATERMAN'S OFFICE FOR
PONTIAC RESIDENTS APPLYING FOR COVID-19 RELIEF**

AID FOR MORTGAGE, RENTAL OR UTILITY BILLS

SEVERAL PONTIAC RESIDENTS HAVE RECEIVED FINANCIAL ASSISTANCE LET US HELP YOU

CALL TODAY!

248-758-3300 or 248-758-3050 Monday thru Friday 9am-5pm

