

August 8, 2023, Approved Minutes

**Official Proceedings  
Pontiac City Council  
102<sup>nd</sup> Session of the Eleventh Council**

**Call to order**

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, August 8, 2023, at 6:08 p.m. by Council President Mike McGuinness.

**Invocation** – Pastor Douglas Jones – Welcome Baptist Church – Pontiac, Michigan

**Pledge of Allegiance to the Flag of the United States**

**Moment of Silence**

**Roll Call**

**Members Present** – William Carrington, Mikal Goodman, Mike McGuinness, Brett Nicholson, William Parker Jr., and Melanie Rutherford

Deputy Mayor Khalfani Stephens was present.  
A quorum was announced.

**Excuse Councilmembers**

**Motion to excuse Councilwoman Kathalee James for personal reasons.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Carrington, Goodman, McGuinness, Nicholson, Parker, and Rutherford

No: None

**Motion Carried**

**Amendments to and Approval of the Agenda**

**Motion to approve the agenda.** Moved by Councilperson Parker and second by Councilperson Rutherford. Discussion.

**Motion to move item # 9 (Special Presentation regarding Roadkill Nights in Downtown Pontiac on August 12, 2023) before Agenda Address.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, and Goodman

No: None

**Motion Carried**

The vote was taken to approve the agenda as amended.

Ayes: Goodman, McGuinness, Nicholson, Parker, Rutherford, and Carrington

No: None

**Motion Carried**

**Consent Agenda**

23-280 **Resolution to approve the consent agenda for August 8, 2023.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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Whereas, the City Council has reviewed the consent agenda for August 8, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for August 8, 2023, including August 1, 2023, City Council Minutes.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

**Resolution Passed**

#### **Subcommittee Reports**

**Motion to postponed Subcommittee Reports for one week.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, and McGuinness

No: None

**Motion Carried**

**Recognition of Elected Officials** – Beatrice Wright – Precinct Delegate, County Commissioner Angela Powell, and Charter Commissioner Bryan Killian-Bey

#### **Special Presentation**

Roadkill Nights in Downtown Pontiac (Taking place August 12, 2023)

Presentation Presenter: Angela Powell

#### **Agenda Address**

1. Beatrice Wright addressed item #2
2. Dr. Deirdre Waterman addressed item #11
3. Iola Miller addressed item #9
4. Darlen Clark addressed item #9
5. Chuck Johnson addressed item #11
6. Larry Jasper
7. Gloria Miller addressed item #9

#### **Public Hearing**

**Public hearing regarding the sale of the Phoenix Center Parcel Number 14-29-484-006 and for the City to waive all claims by the City to certain vacant properties related to the Phoenix Center.**

Council President Mike McGuinness opened the public hearing at 7:19 p.m. There were thirteen (13) individuals who address the body during the public hearing. The following is a synopsis of their individual comments during the public hearing.

1. Darlene Clark – She mentioned the document just reference Saginaw not Wide Track or Woodward. She wants to know in detail what is in the purchase agreement.
2. Bryan Killian-Bey – How much participation did the citizen have in the sale? What type of revenue is this going to bring to Pontiac? Have any studies been done? Do we have any renderings?
3. Renee Beckley – Are we going to pay a County Tax? Fall through town, we have to get the parking right.
4. Robert Bass – \$50 million dollars is a lot of money. I have not seen a design.
5. Gloria Miller – There was no transparency. The people were not included.
6. Dr. Deirdre Waterman – The Council is being rushed into this decision. The devil is in the detail. People have a right to know what is done with their public property.
7. Karen Jorgeson – How can the Phoenix Center be repurposed? What is the incentive to stay in Pontiac.

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8. Carlton Jones – The deal is done. The state financed \$50 million dollars. We want something out of this. Bricks and mortar do not help the people. The investment we need to make is in Pontiac people.
9. Katherine Dessureau – How does the settlement agreement interact with the deal?
10. Larry Jasper – I have a plan that will benefit the people. Review the memorandum of understanding.
11. Chuck Johnson – Mike, I want to applaud you for your intellect. I am getting tired of being left out. Do not leave us out.
12. Beatrice Wright – Pontiac is the seat of Oakland County. I want some equity in the deal. We need some jobs for our young people. We want more than two acres.
13. Charlie McCallan – Hire the people in the city.

**Mayor Tim Greimel arrived at 7:56 p.m.**

Council President Mike McGuinness closed the public hearing at 8:11 p.m.

**Special Presentations Continued**

**Motion to postpone Special Presentation for one week regarding the Woodward Dream Cruise 2023 Activities and Parking Options. (Taking place August 19, 2023)** Move by Councilperson Carrington and second by Councilperson Rutherford.

Ayes: Parker, Rutherford, Carrington, Goodman, McGuinness, and Nicholson

No: None

**Motion Carried**

**Agenda Items**

**Resolutions**

Mayor's Office

~~23-273~~

**Resolution to authorize Mayor to enter into Memorandum of Understanding with Oakland County. (Postponed from last week 8/1/2023 City Council Meeting)** Moved by Councilperson Parker and second by Councilperson Nicholson. Discussion.

**Motion to amend the resolution to authorize Mayor to enter into Memorandum of Understanding with Oakland County in the paragraph "Now, Therefore Be It Resolved."** Moved by Councilperson Nicholson and second by Councilperson Carrington.

Now Therefore, Be Resolved, City Council hereby authorizes the Mayor to execute the attached ~~memorandum~~ Memorandum of Understanding Agreement on the date that Oakland County closes on the above referenced purchase of property.

Ayes: Rutherford, Carrington, McGuinness, Nicholson, and Parker

No: None

**Motion Carried**

**Motion to amend the resolution to authorize Mayor to enter into Memorandum of Understanding with Oakland County to strike paragraph "Be It Further Resolved."** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

~~Be It Further Resolved, that the City Council authorizes the Mayor, in his discretion, to approve and sign any further modifications to the Memorandum of Agreement.~~

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Ayes: Carrington, Goodman, McGuinness, Nicholson, Parker, and Rutherford

No: None

**Motion Carried**

**Motion to replace agreement in packet with new agreement, strike consideration of “F” on page 4.** Moved by Councilperson Rutherford and second by Councilperson Carrington. Discussion. Councilperson Rutherford withdrew her motion and Councilperson Carrington withdrew is second.

**Motion to replace agreement with new agreement.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, and Goodman

No: None

**Motion Carried**

**Motion to strike “C” on page 3 of 10 of the Memorandum of Agreement with Oakland County.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

~~To the extent that the parcels or portions thereof commonly identified as 14 32 232 009 (“009 parcel”) and the parcel commonly identified as the “triangle parcel” as more fully described identified in Exhibit B, or portions thereof, are not used for the new Parking Structure within three years of this agreement being executed, the County agrees to convey to the City those parcels or portions of the parcels not developed as parking structures within three years of this agreement being executed by fee simple title by either a warranty or covenant deed to the City, together with all improvements and appurtenances, including but not limited to (a) all leasehold rights, (b) all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, (c) all water, air, riparian and mineral rights, (d) the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Properties, (e) all tangible and intangible personal property located thereat, (f) all fixtures, equipment and other items attached to the improvements located at the properties, (h) all fixtures, equipment and other items attached to the improvements at the properties, (i) all rights of the County under any express or implied guaranties warranties, indemnifications and other rights, if any, and which the County may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the properties, (j) all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the properties, to the extent that the same are legally assignable and (k) all future land division rights, if any. The warranty or covenant deed set forth in this Section shall be executed and delivered to the City within 30 business days. The County shall be responsible to record the warranty deed.~~

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, and Goodman

No: None

**Motion Carried**

**Motion to strike language from “a-Term” on page 9 of 10 of the Memorandum of Agreement with Oakland County.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

- a. **Term.** This MOA shall commence on the date it is executed by both Parties (“Effective Date”) and ~~shall terminate when the County transfers the real property to the City pursuant Section IV.e.~~ However, if the closing does not occur as set forth in the Purchase Agreement, this MOA shall be null and void.

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Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, and McGuinness

No: None

**Motion Carried**

**Motion to replace convent with covenant in paragraph f on page 4 of 10 of the Memorandum of Agreement with Oakland County.** Moved by Councilperson Rutherford and second by Councilperson Parker.

The parcel(s) will have direct access to Water St. and/or Saginaw St. The County's conveyance by ~~convent~~ covenant deed to City shall provide the following terms:

Ayes: Parker, Rutherford, Carrington, Goodman, and McGuinness

No: None

**Motion Carried**

Councilman Brett Nicholson was absent during the vote.

23-273 **Amended Resolution to authorize Mayor to enter into Memorandum of Agreement with Oakland County. (Postponed from last week 8/1/2023 City Council Meeting)** Moved by Councilperson Parker and second by Councilperson Nicholson.

WHEREAS, Oakland County plans to purchase certain real property in downtown Pontiac, and  
WHEREAS, after purchasing that property, Oakland County will inherit the remaining years of a long-term lease on the phoenix center parking garage; and  
WHEREAS, Oakland County has been awarded funds from the state of Michigan to make substantial improvements to the parking in downtown Pontiac; and  
WHEREAS, Oakland County and the City of Pontiac would like to work together to facilitate this historic investment in the city,  
NOW THEREFORE, BE RESOLVED, City Council hereby authorizes the Mayor to execute the attached Memorandum of Agreement on the date that Oakland County closes on the above referenced purchase of property.

Ayes: Rutherford, Carrington, Goodman, McGuinness, Nicholson, and Parker

No: None

**Resolution Passed**

**\*\*See Memorandum of Agreement with Oakland County as Exhibit A after the minutes\*\***

23-281 **Resolution authorizing entry of Participation Agreements and Partial Settlement with the national Opioid Litigation and entry of State Local Government Intrastate Agreement concerning Allocation of Settlement Proceeds.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, the City of Pontiac filed a lawsuit to address the public nuisance that is the Opioid Epidemic, which named Teva Pharmaceuticals Industries Ltd. and Allergan Finance, LLC (prescription opioids manufacturers), and CVS Health Corp. and CVS Pharmacy, Inc., and Walmart, and Walgreens Pharmacy ("Settling Defendants");

WHEREAS, the City of Pontiac, as a litigant and as a local government sub-division of the State of Michigan, approved participation in proposed national opioid settlements with Settling Defendants, other than Walgreens Pharmacy in April 2023; and

WHEREAS, Walgreens Pharmacy and the State of Michigan have since negotiated an additional Proposed Settlement to which the City of Pontiac is eligible to participate as a litigating local government; and

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WHEREAS, the Proposed Settlement contains significant monetary relief to fund abatement and prevention strategies associated with the opioid public nuisance; including payments up to \$5.7 billion over the next 18 years, in addition to the prior settlement payments to include \$3.34 billion over the next 13 years by Teva; up to \$2.02 billion over 7 years by Allergan; \$4.9 billion over the next ten years by CVS; and \$2.74 billion within six years by Walmart; and

WHEREAS, the Proposed Settlement with Walgreens contain significant equitable relief, including agreement by Walgreens to implement changes in how they handle opioid compliance structures; pharmacist judgment; diversion prevention; suspicious order monitoring; and reporting on red-flag processes; and

WHEREAS, the Proposed Settlement provides allocation method where 50% of the settlement proceeds are allocable to local governments.

WHEREAS, the State of Michigan has elected to participate in the settlement through a Memorandum of Understanding executed in June 2023 regarding the distribution and use of Walgreens national settlement proceeds; and

WHEREAS, the addition of the Walgreens settlement requires an Addendum to the Allergen, Teva, CVS, Walmart, and Walgreens Settlement Agreements to be executed by the City as a litigating local government to account for inclusion of all Settling Defendants; and

WHEREAS, the City of Pontiac previously executed the Michigan State-Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, to which an Addendum was added to correct a mathematical error in allocation calculation percentages.

NOW THEREFORE, the Pontiac City Council authorizes the Mayor's Office to opt-in and consent to the terms of the opioid settlement with Walgreens Pharmacy by submitting the participation form and executing such further action as is necessary to receive the settlement funds; and

IT IS FURTHER RESOLVED, the Pontiac City Council authorizes the Mayor's Office to execute and submit the First Addendum to the Subdivision Agreement for Allocation Allergen, Teva, CVS, Walmart, and Walgreens Settlement Agreements to include Walgreens Pharmacy; and

IT IS FURTHER RESOLVED; the Pontiac City Council authorizes the Mayor's Office to execute and submit the Second Addendum to the previously executed the Michigan State Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement to correct the allocation percentages; and

IT IS FURTHER RESOLVED, the election, agreement, and authorization in this Resolution are subject to completion of all other necessary actions by the Court and the other parties required to finalize the settlements as described herein.

Ayes: Carrington, Goodman, McGuinness, Nicholson, Parker, and Rutherford

No: None

**Resolution Passed**

City Clerk

23-282      **Resolution to approve Proposal 1 City of Pontiac Adult-Use Business Ordinance, Ordinance No. 2406, and Proposal 2 City of Pontiac Ordinance No. 2407 an Ordinance to amend the City of Pontiac Zoning Ordinance to include Adult-Use Marihuana Business in Designated Overlay Districts for the November 7, 2023, General Election Ballot for Electoral Vote.** Moved by Councilperson Nicholson and second by Councilperson Goodman.

WHEREAS, the proposed referendum ordinances shall be submitted to the electors in the City of Pontiac in the following form:

### **Proposal 1**

### **City of Pontiac Adult-Use Marihuana Business Ordinance**

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Shall the City of Pontiac, Oakland County, Michigan adopt

**ORDINANCE NO.# 2406**

An Ordinance to Allow Adult-Use Marihuana Establishments to Operate in the City of Pontiac Pursuant to the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, Mcl 333.27951 et seq.; to Provide for Standards and Procedures to Permit and Regulate Adult-Use Marihuana Establishments; to Provide for the Imposition of Permit Application Fees and Renewal Fees; and to Impose Conditions for the Operation of Adult-Use Marihuana Establishments.

A full copy of the proposed Ordinance No # 2406 City of Pontiac Adult-Use Marihuana Business Ordinance is available in the City Clerk's Office during business hours for review.

Yes ☐

No ☐

**Proposal 2**

**CITY of PONTIAC ORDINANCE No. #2407**

Shall the City of Pontiac, Oakland County, Michigan adopt

An Ordinance to Amend the City of Pontiac Zoning Ordinance to Include Adult-Use Marihuana Businesses in Designated Overlay Districts and Uses to Include:

Article 2, Chapter 1, Section 2.101, Table 1 Zoning Districts, Special Purpose Zoning Districts.

Article 2, Chapter 2, Section 2.203; Section 2.204; Section 2.205; and Section 2.303, Table 2.1-Uses Permitted Within Adult-Use Marihuana Overlay Districts; and Primary Caregivers or Caregivers Use Permitted in Zoning Districts Ip-1 and M-1 by Special Exception;

Article 2, Chapter 3, Section 2.304; Section 2.305; Section 2.306; Section 2.307; Section 2.308; Section 2.309; Section 2.310; Section 2.311; Section 2.312; Section 2.313; Section 2.314, to Amend Table 2 Reference to Table 2.1

Article 2 Chapter 4; Section 2.403; to Amend Table 2 Reference to Table 2.1

Article 2 Chapter 4; Section 2.501; to Amend Table 2 Reference to Table 2.1

Article 2, Chapter 5 – Development Standards for Specific Uses to Add Sections 2.551 Adult-Use Marihuana Grower Establishments; 2.552 Adult-Use Marihuana Processor; 2.553 Adult-Use Marihuana Retailer; Social Equity Retailer; 2.554 Adult-Use Class A Microbusiness; 2.555 Adult-Use Marihuana Designated Consumption Establishment; 2.556 Adult-Use Marihuana Safety Compliance Facility; 2.557 Adult-Use Marihuana Secure Transporter; 2.558 Temporary Marihuana Event; and 2.559 Primary Caregiver or Caregiver;

Article 3, Special Purpose Zoning Districts to Add Chapter 12 – Adult-Use Marihuana Business Overlay Districts; and

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Article 4, Section 2, Section 4.206; to Amend Table 2 Reference to Table 2.1

Article 4, Section 3, Section 4.303; to Amend Table 2 Reference to Table 2.1

Article 7 Definitions to Add Chapter 2 and Chapter 3, Article 7 – Definitions.

A full copy of the proposed Ordinance No # 2407 is available in the City Clerk's Office during normal business hours for review.

Yes

☐

No

☐

THEREFORE, BE IT RESOLVED: The proposed Referendum Ordinances shall be, the same is hereby ordered to be, submitted to the qualified electors of this City at the November General election in the City of Pontiac, the 7<sup>th</sup> day of November 2023 and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the Referendum Ordinances to the vote of the electors as required by law.

Ayes: Goodman, McGuinness, Nicholson, Parker, Rutherford, and Carrington

No: None

**Resolution Passed**

Community Development

23-283      **Resolution to schedule a public hearing for the obsolete property rehabilitation application exemption certificate for 46 N. Saginaw HCP LLC for parcel number 14-29-434-023 located at 46 N. Saginaw Pontiac, Michigan on August 22, 2023, at 6:00 p.m.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, pursuant to Obsolete Property Rehabilitation Act (OPRA) P.A. 146 of 2000 as amended, the City of Pontiac, by resolution may approve an exemption certificate; and

WHEREAS, 46 N. Saginaw HCP LLC ("Petitioner") is the owner of that certain real property located in the City of Pontiac and legally described below (the "Property"); and

WHEREAS, Petitioner is requesting an Obsolete Property Rehabilitation Act Exemption Certificate for parcel number 14-29-434-023, located at 46 N. Saginaw St., Pontiac, MI; and

WHEREAS, the City of Pontiac should give public notice of the hearing not less than 10 days or more than 30 days before the hearing as set forth in the Obsolete Property Rehabilitation Act P.A. 146 of 2000 as amended; and

WHEREAS, construction, alternation or installation of the proposed facility has not commenced at the time of the filing the application for the obsolete property rehabilitation; and

WHEREAS, the Pontiac City Council deems it to be in the public interest of the City of Pontiac to schedule a public hearing to approve the application of the Obsolete Property Rehabilitation Application Exemption Certificate and to give notice of such a public hearing as provided in the Obsolete Property Rehabilitation Act P.A. 146 of 2000, as amended; and

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that the Pontiac hereby schedules a public hearing to approve the Obsolete Property Rehabilitation Application Exemption Certificate for parcel number 14-29-434-023 at 46 N. Saginaw St., in the City of Pontiac, Oakland County, State of Michigan, such hearing to be held on August 22, 2023, at 6:00 PM; and

FURTHER RESOLVED, by the Pontiac City Council, that the Pontiac City Council hereby instructs the City Clerk to publish such public hearing notice 10 days prior to the public hearing.



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Ayes: McGuinness, Nicholson, Parker, Carrington, and Goodman  
No: None  
Abstain: Rutherford  
**Resolution Passed**

Councilman Mikal Goodman left the meeting.

Grants and Philanthropy

23-284      **Resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$7,497,100 to account 445-000-539.000-OPDCON, and appropriations in the amount of \$1,250,000 to account 445-451-974.074-OPDCON, \$1,565,000 to account 445-463-974.072-OPDCON, \$1,930,000 to account 445-451-974.001-OPDCON, \$1,423,500 to account 445-000-539.000-OPDCON, and \$1,328,600 to account 445-000-539.000-OPDCON to reflect the Michigan Enhancement Grant. Moved by Councilperson Rutherford and second by Councilperson Parker.**

WHEREAS, the City of Pontiac was awarded \$7,500,000 assigned to the Meadow Street Extension and Clinton River Trail Expansion Project through the Michigan Economic Development Corporation's Enhancement Grant Program; and,

WHEREAS, the grant will allow the City to extend Meadow Drive to connect with Opdyke Road, extend Clinton River Trail to connect to Murphy Park and to M-59, and to repair the concrete on Centerpointe Parkway North; and,

WHEREAS, this grant is part of a larger strategic project to acquire at least 40 acres of land to offset the City's Park deficit; and,

NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment for the Fiscal Year 2023-24 Budget as requested by the Administration to increase budgeted revenues in the amount of \$7,497,100 to account 445-000-539.000-OPDCON, and appropriations in the amount of \$1,250,000 to account 445-451-974.074-OPDCON, \$1,565,000 to account 445-463-974.072-OPDCON, 1,930,000 to account 445-451-974.001-OPDCON, 1,423,500 to account 445-000-539.000-OPDCON, and \$ 1,328,600 to account 445-000-539.000-OPDCON to reflect the Michigan Enhancement Grant.

Ayes: McGuinness, Parker, Rutherford, and Carrington  
No: None  
**Resolution Passed**

Councilman Brett Nicholson was absent during the vote.

23-285      **Resolution to authorize the City Clerk to publish the proposed budget amendment to established appropriations in the amount of \$41,700 to account 285-699-816.000-ARPCPK for the purpose of ballfield renovations at Beaudette Park. Moved by Councilperson Rutherford and second by Councilperson Parker.**

WHEREAS, the City of Pontiac was awarded The City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund (SLFRF) under the American Rescue Plan Act (ARPA), and;

WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, the City's Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the Pontiac City Council unanimously approved the Executive Administration's ARPA Program Budget on November 10<sup>th</sup>, 2022, allocating \$2,000,000 to establish a park revitalization program for community parks, and to fund the administration of the program, and;

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WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City has established the Pontiac Park Revitalization Program, and;  
WHEREAS, the following budget amendment reflects funding for costs associated with urgent repairs needed to ballfields at Beaudette Park, and;  
NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$41,700 to account 285-699-816.000-ARPCPK for the purpose of ballfield renovations at Beaudette Park.

Ayes: Parker, Rutherford, Carrington, and McGuinness

No: None

**Resolution Passed**

Councilman Brett Nicholson was absent during the vote.

23-286        **Resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,722.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD. (This proposed budget amendment relates to the SEMCOG Grant.)** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac was awarded \$12,277.50 from the Southeast Michigan Council of Governments Planning Assistance Program; and,

WHEREAS, the grant award will fund planning necessary for the Oakland Park Stormwater Drainage Project; and,

WHEREAS, the grant award has a match requirement of \$2,722.50; and,

WHEREAS, the term of the Agreement ends June 30th, 2024.

WHEREAS, the funds from the grant will increase the budgeted revenue for the current fiscal year 2023-2024 in the amount of \$12,277.50 for grant income.

NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment for the Fiscal Year 2023-24 Budget as requested by the Administration to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,722.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD.

Ayes: Parker, Rutherford, Carrington, and McGuinness

No: None

**Resolution Passed**

Councilman Brett Nicholson was absent during the vote.

23-287        **Resolution to authorize Mayor Tim Greimel to execute the SEMCOG Planning Assistance Program Grant Agreement 2023-2024.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac has been awarded \$12,277.50 from the SEMCOG Planning Assistance Program; and,

WHEREAS, the Southeast Michigan Council of Governments serves as the grant maker; and,

WHEREAS, the grant award will fund planning necessary for the Oakland Park Stormwater Drainage Project; and,

WHEREAS, the grant award has a match requirement of \$2,722.50; and,

WHEREAS, the term of the Agreement ends June 30<sup>th</sup>, 2024.

NOW THEREFORE BE IT RESOLVED that the City Council hereby authorizes Mayor Tim Greimel to execute the SEMCOG Planning Assistance Program Grant Agreement 2023-2024 in acceptance of the \$12,277.50 grant award, and to submit and execute documents requested by SEMCOG related to the grant award.

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Ayes: Rutherford, Carrington, McGuinness, and Parker

No: None

**Resolution Passed**

Councilman Brett Nicholson was absent during the vote.

23-288      **Resolution to execute the Memorandum of Understanding (MOU) in conjunction with the Oakland County Local Government Critical Infrastructure Planning Grant Program Application with \$250,000 in resources for Storm Sewer Improvements.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, on March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 (“ARPA”) into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County, a Municipal and Constitutional Corporation (“County”) was allocated \$244,270,949 in Local Fiscal Recovery Fund (“LFRF”) dollars under ARPA; and, WHEREAS, on September 29, 2021, and October 13, 2021, the Oakland County Board of Commissioner approved Miscellaneous Resolutions #21-303 and #21-382, respectively, assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan; and, WHEREAS, on November 30, 2022, County and City entered into the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and City of Pontiac (“Grant Agreement”) pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of the LFRF funds to City.; and, WHEREAS, pursuant to the Grant Agreement, Oakland County will distribute \$500,000 in grant funds to City with \$250,000 to be allocated for a storm sewer proposal and \$250,000 (“Sewer Project Grant Funds”) to be allocated for a sanitary sewer proposal (“Sewer Project”); and, WHEREAS, the scope of work for the Sewer Project is detailed in the Project Summary for City of Pontiac Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project (“Sewer Project Summary”) which is attached hereto as **Addendum A**; and, WHEREAS, the County Agent has owned, operated, and maintained the Pontiac Sewage Disposal System (an authority formed under the Michigan County Public Improvement Public Act 342 of 1939) since approximately 2012; and, WHEREAS, the County Agent, as the owner and operator of the Pontiac Sewage Disposal System, is managing the Sewer Project and has performed certain services outlined in the Sewer Project Summary. The cost of those services has met or exceeded the cost of \$250,000; and, WHEREAS, the City has agreed to immediately pay the County Agent \$250,000 for Sewer Project services performed by the County Agent in accordance with the Sewer Project Summary, with the understanding and intent that the City will request from the County reimbursement and payment for that amount from the Sewer Project Grant Funds; and, WHEREAS, through this MOU, the Parties wish to memorialize their understanding and agreement of their respective roles, rights, and responsibilities regarding the Sewer Project and distribution of the Sewer Project Grant Funds. NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby authorizes Mayor Tim Greimel to execute the Memorandum of Understanding (MOU) which supports the Critical Infrastructure Planning Grant Program.

Ayes: Carrington, McGuinness, Nicholson, Parker, and Rutherford

No: None

**Resolution Passed**

23-289      **Resolution to approve City of Pontiac submission of the grant application titled “Murphy Park Comfort Station Renovation” to the Michigan Community Center Grant Program**

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**from the Michigan Department of Labor & Economic Opportunity in the amount of \$2,500,000.**

Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac supports the submission of an application titled, “Murphy Park Comfort Station Renovation” to the MI Community Center Grant Program; and,

WHEREAS, there are no specific matching requirements for this program; however, applicants are expected to provide in-kind matching contributions; and,

WHEREAS, the proposed application is supported by the City of Pontiac’s Parks and Recreation Master Plan; and,

WHEREAS, the approved renovations will benefit the community as well as the youth recreation programs; and,

WHEREAS, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby authorizes submission of a Michigan Department of Labor & Economic Opportunity Grant Application in the amount of \$2,500,000.

Ayes: McGuinness, Nicholson, Parker, Rutherford, and Carrington

No: None

**Resolution Passed**

#### **Public Comment**

1. Pastor Douglas Jones
2. Renee Beckley
3. Dr. Deirdre Waterman
4. Chuck Johnson
5. Gloria Miller
6. Dawn Hanna
7. Pastor Kathy Dessureau
8. Darlene Clark
9. Veronica Taylor

#### **Communications**

City Council and Mayor’s Office

Councilman Brett Nicholson left the meeting.

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

Mayor Tim Greimel, Deputy Mayor Khalfani Stephens, Councilman William Parker Jr., Council President Pro-Tem William Carrington, Councilwoman Melanie Rutherford, and Council President Mike McGuinness made closing comments.

#### **Adjournment**

**Motion to adjourn the meeting.** Moved by Councilperson Rutherford and second by Councilperson Parker.


Ayes: McGuinness, Parker, Rutherford, and Carrington

No: None

**Motion Carried**

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Council President Mike McGuinness adjourn the meeting at 10:48 p.m.



Garland S. Doyle  
City Clerk

**MEMORANDUM OF AGREEMENT**  
**for**  
**THE PONTIAC REDEVELOPMENT PROJECT**  
**between**  
**THE COUNTY OF OAKLAND**  
**and**  
**THE CITY OF PONTIAC**

**THIS MEMORANDUM OF AGREEMENT (“MOA”)** is made and entered into by and between the COUNTY OF OAKLAND, a Michigan constitutional and municipal corporation, 1200 North Telegraph Road, Pontiac, MI 48341 (“County”) and City of Pontiac, a Michigan municipal corporation, 47450 Woodward Avenue, Pontiac, MI 48342 (“City”). In this Agreement, either County and the City may also be referred to individually as a “Party” or jointly as “Parties.”

**Recitals:**

**WHEREAS** Oakland County has been awarded a \$50,000,000.00 enhancement grant by the State of Michigan for public infrastructure purposes, that would permit the County to relocate certain county operations within the City’s downtown area at or near Woodward and Orchard Lake Roads (“Pontiac Office Relocation Project”); and,

**WHEREAS**, in connection with the Pontiac Office Relocation Project, on July 27, 2023 (Resolution #2023-3023) and on August 3, 2023 (Resolution #2023-3241) the County Board of Commissioners approved an Assignment of Purchase Agreement for the purchase and lease of the following (collectively referred to as the “Properties”) and amendments thereto:

- a. Office building located at 51111 Woodward Avenue, Pontiac, Michigan 48342, known as “Ottawa I Building” or “Ottawa Tower Property” as further described in the Purchase Agreement;
- b. Vacant office building located at 31 East Judson Street, Pontiac, Michigan 48342, known as” Judson Building” or “Judson Property” as further described in the Purchase Agreement;
- c. Vacant land parcels as further described in the Purchase Agreement known as “Vacant Lots—Parcels 1 thru 5”;
- d. Assignment of Ottawa I Building office leases; and
- e. Assignment of all interest in ground lease for the Phoenix Center Parking Garage, known as “Phoenix Center Parking Garage as further described in the Purchase Agreement; and

**WHEREAS**, the County desires to purchase the Properties for the Pontiac Office Relocation Project for \$19,200,000.00 and has completed its due diligence in connection with the purchase; and,

**WHEREAS**, the City is owner and lessor of the Phoenix Center Parking Garage, and also claims certain interests in the Properties pursuant to a Memorandum of Understanding dated December 31, 2021 (“MOU”); and,

**WHEREAS**, in connection with the County’s historic transformational investment into the downtown area of the City, the County has requested and the City desires to transfer and convey the City’s interest in the Phoenix Center Parking Garage to the County subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, representations, and agreements set forth in this MOA, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

- I. PURPOSE.** The purpose of this MOA is to delineate the responsibilities and obligations of the County and the City regarding the historic transformational investment by the County into the downtown area of the City (hereinafter referred to as the “**Pontiac Redevelopment Project**”).
- II. PURCHASE OF PROPERTIES.** Simultaneous, or shortly thereafter, with the execution of this MOA the County expects to execute an Assignment of Purchase Agreement for the Properties (described below). The Purchase Agreement that is subject to the Assignment of Purchase Agreement is attached as **Exhibit A** to this MOA. Exhibit A is incorporated into this MOA. The real property and lease subject to the Purchase Agreement are specifically described therein and may be collectively referred to as “Properties” or individually referred to as the following in this MOA: (1) the “Judson Building” or “Judson Property”; (2) the “Vacant Lots” comprised of five (5) distinct and separate real properties identified as Parcels 1 through 5 in the Purchase Agreement; (3) the “Ottawa I Building” or “Ottawa Tower Property”; and (4) the “Phoenix Center Parking Garage or Parking Garage” or “Ground Lease Property.”
- III. PROJECT AND AGREEMENT ADMINISTRATION.** Each Party shall designate and officer or employee to serve as the contact person for the administration of the Pontiac Redevelopment Project and the terms of this MOA. For the City, the City Mayor or their successor or their written designee will serve as the City’s MOA Administrator (hereinafter “**City’s Representative**”). For the County, the Deputy County Executive responsible for the Economic Development Department or their successor or their written designee is the County’s MOA Administrator (hereinafter “**County’s Representative**”). Either Party may at any time, change the designee by written notification to the other Party with the designee’s contact information.
- IV. COUNTY’S RESPONSIBILITIES.** The County shall:
  - a. Move forward with the demolition of the Phoenix Center Parking Garage within twenty-four (24) months of all the following: (1) final payment of all the City’s

outstanding debt obligations in connection with the Phoenix Center Parking Garage, (2) conveyance of the property set forth in Section V.d, and (3) receipt, by the County, of any permits or licenses required for the demolition of the Phoenix Center Parking Garage

- b. Move forward with the construction of a new parking structure in the Downtown Area in an amount not less than thirty million dollars (\$30,000,000.00). The new parking structure shall be completed within 24 months following the commencement of construction of the new parking structure, unless otherwise extended by mutual consent of the parties such consent shall not be unreasonably withheld.
- c. Perform and pay for the repair and reconstruction of portions of Saginaw Street and Auburn/Orchard Lake Road needed as a result of the demolition of the Phoenix Center Parking Garage and/or construction of a new parking structure, including the reconnection of Saginaw Street and repair of Auburn/Orchard Lake Road. Except as provided in this Section, this MOA does not obligate the County to repair and maintain Saginaw Street and Auburn/Orchard Lake Road on a continuing basis after the County reconnects and reconstructs Saginaw Street. The County agrees to complete the repair and reconstruction of the portions of Saginaw Street and Orchard Lake Road within 12 months completion of construction of a new parking structure.
- d. Transfer the work location of at least 500 County employees to the Judson Building.
- e. Work with the City to designate "Green Space," as defined herein, that shall be utilized for public use. "Green Space" means an area of grass, trees, or other vegetation that is set apart for recreational or aesthetic purposes. In addition, the County shall work with the City to develop a "Campus Plan" (as defined in subsection (h)), which shall include Green Space north of Auburn/Orchard Lake Road. The area designated for Green Space shall be all space that is not occupied by a new parking structure that is north of Orchard Lake Road and South of Water Street within the Woodward loop and must be contiguous and not divided by a road or street. The County agrees to convey to the City in fee simple title by warranty or covenant deed all such Green Space not occupied by a parking structure north of Auburn and Orchard Lake Roads. In addition, all such Green Space shall not be less than 2 contiguous acres located north of Auburn, the dimensions of which shall be no less than 226' by 390'. The parcel(s) will have direct access to Water St. and/or Saginaw St. The County's conveyance by covenant deed to City shall provide the following terms: "together with all improvements and appurtenances, including but not limited to (a) all leasehold rights, (b) all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, (c) all water, air, riparian and mineral rights, (d) the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Properties, (e) all tangible and intangible personal property located thereat, (f) all fixtures, equipment and other items attached to the improvements located at the properties, (h) all fixtures, equipment and other items attached to the



improvements at the properties, (i) all rights of the County under any express or implied guaranties warranties, indemnifications and other rights, if any, and which the County may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the properties, (j) all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the properties, to the extent that the same are legally assignable and (k) all future land division rights, if any. The covenant deed set forth in this Section shall be executed and delivered to the City within 12 months of the completion of the new parking structure. The County shall be responsible to record the deed.

- f. Comply with all City ordinances in connection with the development, construction and improvements of the Properties.
- g. Within 180 calendar days following the City's satisfaction of the requirements of Section V.a, the County and City will meet, confer, create, and enter into a "Campus Plan" setting forth goals and objects for the Pontiac Redevelopment Project. The "Campus Plan" then shall be codified into a separate agreement signed by the signatories to this MOA. The County and the City agree to negotiate in good faith regarding the Campus Plan.

**V. CITY'S RESPONSIBILITIES. The City shall:**

- a. Within 30 business days of receiving their FY 2024 enhancement grant funding extinguish and pay any current outstanding debt obligations on the Phoenix Center Parking Garage.
- b. Notwithstanding any other provision to the contrary, the County shall not be responsible for any and all Claims, (as defined below) brought against the City regarding the Phoenix Center Parking Garage that occurred or arose before August 16, 2023; however, the foregoing provision does not require the City to waive its governmental immunity as provided by law or resolve any claims the current lessee of the Phoenix Center Parking Garage may have against the City.
- c. With the approval of this MOA, the City (1) agrees to waive any and all claims by the City to the Properties and (2) rescinds the December 31, 2021 Memorandum of Understanding ("MOU") between the City and Phoenixrisingpontiac, LLC, 31 E Judson, LLC, and WDC 21, LLC by mutual agreement of the Parties to that MOU on the date of closing set forth in the Purchase Agreement or, if the MOU is not rescinded delete Section 7 of the December 31, 2021 MOU, which involves the transfer of certain real properties (Vacant Lots—Parcel 1 and Parcel 5) to the City. The MOU is attached as Exhibit B and is incorporated into this MOA. The City approves the conveyance of the Vacant Lots (Parcels 1 thru 5) to the County.

- d. Convey fee simple title to the Phoenix Center Parking Garage (the structure and the real property upon which the structure is located) via a covenant deed, with no reversionary rights, for the consideration set forth in “County’s Responsibilities” Section IV of this MOA, together with all improvements and appurtenances, including but not limited to (a) all leasehold rights, (b) all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, (c) all water, air, riparian and mineral rights, (d) the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Properties, (e) all tangible and intangible personal property located thereat, (f) all fixtures, equipment and other items attached to the improvements located at the Phoenix Center Parking Garage, (h) all fixtures, equipment and other items attached to the improvements at the Phoenix Center Parking Garage, (i) all rights of the City under any express or implied guaranties warranties, indemnifications and other rights, if any, and which the City may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the Phoenix Center Parking Garage, (j) all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the Phoenix Center Parking Garage, to the extent that the same are legally assignable and (k) all future land division rights, if any. The covenant deed set forth in this Section shall be executed and delivered to the County within 30 business days of the date the City satisfied the requirements in V.a. The County shall be responsible to record the deed.
- e. Coordinate and cooperate with the County to secure any potential federal, state, or local grants related to the demolition of the Phoenix Center Parking Garage, the construction of a new parking structure, and the repair and reconstruction of portions of Saginaw Street and Orchard Lake Road needed as a result of the demolition of the Phoenix Center Parking Garage and construction of a new parking structure. Such coordination and cooperation shall be in good faith and shall not be unreasonably withheld.

## VII. LIABILITY.

- a. **Responsibility for Claims.** Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its employees, volunteers, officers, or officials arising under or related to this MOA.
- b. **Legal Representation.** Except as provided herein, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this MOA.
- c. **Cost/Fines.** Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its employees, volunteers, officers, or officials arising under or related to this MOA.

- d. **Right to be Indemnified/Reimbursed.** Neither Party shall have any right under this MOA or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- e. **Governmental Function/Service.** Performance of this MOA is a governmental function and government service. This MOA does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this MOA shall be construed as a waiver of governmental immunity.
- f. **Limitation of Damages.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this MOA.
- g. **Definition of Claim.** “Claims” as used in this MOA means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law.

#### **VIII. GENERAL TERMS AND CONDITIONS.**

- a. **Delegation/Assignment.** Neither Party shall delegate or assign any obligations or rights under this MOA without the prior written consent of the other Party, which consent shall not be unreasonably withheld. For purposes of this Section, consent for the County shall be given by the County Representative or his/her successor and consent for the City shall be given by the City Representative.
- b. **Rights/Remedies.** In addition to the rights and remedies set forth herein, for all Claims arising from or under this MOA the Parties shall have all remedies available to it under the law, including the right to bring an action for specific performance of this MOA.
- c. **Creation of Rights.** Except as provided for the benefit of the Parties, this MOA does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- d. **Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this MOA shall constitute a waiver of those rights with regard to any existing or subsequent breach of this MOA. No waiver of any term, condition, or provision of this MOA, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this MOA. No waiver by either Party shall

subsequently affect its right to require strict performance of this MOA.

- e. **Severability.** If a court of competent jurisdiction finds a term or condition of this MOA to be illegal or invalid, then the term or condition shall be deemed severed from this MOA. All other terms, conditions, and provisions of this MOA shall remain in full force.
- f. **Construction of MOA.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this MOA are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this MOA. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this MOA shall be deemed the appropriate plurality, gender or possession as the context requires.
- g. **Force Majeure.** Notwithstanding any other term or provision of this MOA, neither City nor County shall be liable for failure to perform its respective obligations under the MOA when failure is caused by a Force Majeure event (as defined in this herein). In the event that either Party ceases to perform its obligations under this MOA due to the occurrence of a Force Majeure event, the Party shall: (a) as soon as practicable notify the other Party in writing of the Force Majeure event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this MOA as soon as possible. The term “Force Majeure” means, and is limited to, the following acts of God, floods, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government (not including the Parties).
- h. **Notices.** Notices given under this MOA shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing certified U.S. mail.
  - i. If Notice is sent to County, it shall be addressed and sent to the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341 and the Oakland County Executive, 2100 Pontiac Lake Road, Waterford, Michigan 48328.
  - ii. If Notice is sent to the City, it shall be addressed and sent to the City Clerk, 47450 Woodward Avenue, Pontiac, Michigan 48342 and the City Mayor, 47450 Woodward Avenue, Pontiac, Michigan 48342.
  - iii. Either Party may at any time, change its designee by written notification to the other Party with the designee’s contact information.

- i. **Choice of Law/Venue.** This MOA shall be governed, interpreted, and enforced by the laws of the State of Michigan. The Parties shall comply with all federal, state, and local laws, rules, regulations and ordinances. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this MOA shall be brought in the 6<sup>th</sup> Judicial Circuit Court of the State of Michigan, the 50<sup>th</sup> District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- j. **Dispute Resolution.** All disputes arising under or relating to the interpretation, performance, or nonperformance of this MOA shall first be submitted to the City Representative and the County Representative for possible resolution. If the City Representative and the County Representative cannot resolve the dispute after ten (10) business days, then the dispute shall be submitted to the signatories (or their successors) of this MOA for possible resolution.
- k. **Counterparts.** This MOA may be executed in any number of counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one MOA. Copies (photo, fax, or electronic) of signatures to this MOA will be deemed originals and may be relied on to the same extent as originals.
- l. **Entire Agreement.** This MOA represents the entire agreement and understanding between the Parties regarding the Pontiac Redevelopment Project and the Phoenix Center Parking Garage. This MOA supersedes all other oral or written agreements between the Parties regarding that subject matter. The language of this MOA shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- m. **Recitals.** The recitals shall be considered an integral part of the MOA.

## IX. TERM AND TERMINATION

- a. **Term.** This MOA shall commence on the date it is executed by both Parties (“Effective Date”). However, if the closing does not occur as set forth in the Purchase Agreement, this MOA shall be null and void.
- b. **Legal Action.** In the event that either Party shall materially default in the performance of its obligations set forth in this MOA, after receipt of written notice and passage of time to cure, (30 calendar days), the other Party may seek appropriate legal action in a court of competent jurisdiction to compel compliance, including an action for specific performance.

**THE COUNTY OF OAKLAND**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** David T. Woodward, Chairperson

**Title:** Oakland County Board of Commissioners

**THE COUNTY OF OAKLAND**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** David Coulter

**Title:** Oakland County Executive

**CITY OF PONTIAC**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** Timothy Greimel

**Title:** Mayor of the City of Pontiac

**CITY OF PONTIAC**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** Michael McGuinness

**Title:** Pontiac City Council, President