

NOTICE OF PONTIAC CITY COUNCIL MEETING
March 2, 2021
at 6:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a Formal Meeting on March 2, 2021 at 6:00 p.m. This meeting will be held electronically as allowed by the amended Open Meetings Act. The agenda for the Formal Meeting is attached. The Pontiac City Council gives notice of the following:

1. **Procedures.** The public may view the meeting electronically through the following method.
<http://pontiac.mi.us/council/pontiactv/index.php>
2. **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 March 2, 2021. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
3. **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 2-26-2021, 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://pontiaccityclerk.com/city-council-meetings>

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

FORMAL MEETING

March 2, 2021

6:00 P.M.

217th Session of the 10th Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Approval of the Agenda

Approval of the Minutes

1. February 23, 2021

Subcommittee Reports

2. Department of Public Works (DPW)- February 19, 2021
3. Public Safety- January 2021

Discussions

4. The impact of COVID-19 on City Income Tax
5. Mayor Waterman refusing to pay City Clerk Invoices

Special Presentations (Presentations are limited to 10 minutes.)

6. Snow Emergency Plan Update
Presentation Presenters: Dan Ringo, Interim DPW Director and Patrick Brzozowski, Code Enforcement Manager
7. Office of the City Clerk Medical Marihuana Review Process Update
Presentation Presenters: Garland Doyle, Interim City Clerk and Jonathan Starks, Special Assistant to the Clerk

Recognition Elected Officials

Agenda Address

Agenda Items

Resolutions

City Council

8. Resolution to Remove Council Member Carter as the Council President Pro Tem

Economic Development

9. Resolution to schedule a public hearing on the establishment of an Industrial Development District (IDD) for 2100 S. Opdyke Road
10. Resolution to approve Speculative Building Designation for 2100 S Opdyke, LLC
11. Resolution recommending allocation of projects for Community Development Block Grant (CDBG) Program Year 2021

Oakland County Water Resources Commission

12. Resolution to authorize the City of Pontiac Wastewater Treatment Facility Drainage District to Issue Series 2021 Refunding Bonds

Planning

13. Resolution to approve Zoning Map Amendment [ZMA 21-01] for PAAJK Holdings LLC at 673 W Kennett Road, PIN 64-14-18-351-022 from C-4 Suburban Commercial to M-1 Light Manufacturing with [CR] Conditional Rezoning.
14. Resolution to approve Zoning Map Amendment [ZMA 21-02] for Select Laboratories LLC at 585 W Kennett Road, PIN 64-14-18-351-023 from C-4 Suburban Commercial to M-1 Light Manufacturing with [CR] Conditional Rezoning. **(Note: The City Council approved a rezoning from C-4 to M-1 for 585 W. Kennett on September 22, 2020.)**

Mayoral Monthly Reports

15. Personnel Monthly Staff Report
16. Monthly Check Register **(The check registers for January 29, 2021 and February 5, 2021 are attached. The check registers for February 12 and 19, 2021 have not been posted on the website)**
17. City Credit Card Statement **(The statement was not submitted.)**

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

#1

MINUTES

**Official Proceedings
Pontiac City Council
216th Session of the Tenth Council**

Call to order

A Study Session of the City Council of Pontiac, Michigan was called to order electronically, on Tuesday, February 23, 2021 at 6:00 p.m. by Council President Kermit Williams.

Roll Call

Members Present	Attendance	Location
Carter	Remotely	Lansing, Ingham County, MI
Miller	Remotely	Pontiac, Oakland County, MI
Pietila	Remotely	Pontiac, Oakland County, MI
Shramski	Remotely	Pontiac, Oakland County, MI
Taylor-Burks	Remotely	Pontiac, Oakland County, MI
Waterman	Remotely	Pontiac, Oakland County, MI
Williams	Remotely	Pontiac, Oakland County, MI

Mayor Waterman was present.
Clerk announced a quorum.

Approval of the Agenda

21-47 **Motion to approve agenda.** Move by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

Motion Carried

Approval of Minutes

21-48 **Approve meeting minutes for February 16, 2021.** Moved by Councilperson Shramski and second by Councilperson Pietila.

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

No: None

Motion Carried

Public Comment

Two (2) individuals submitted a public comment read by the City Clerk

Suspend the Rules

21-49 **Motion to suspend the rules to vote on item#2.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: Miller

Motion Carried

Resolution

Economic Development

21-50 **Resolution to schedule a public hearing for Community Development Block Grant (CDBG) Program Year 2021 for March 9, 2021.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, the City of Pontiac is submitting an application for the Community Development Block Grant; and

Whereas, the grant application will be submitted on March 10, 2021 to Oakland County for Program Year 2021 projects; and

Whereas, a Public Hearing is required with a 10 notice to the public; and

Whereas, we are requesting to hold the Public Hearing on March 9, 2021 at 6:00; and

Whereas, the following projects being considered:

1. Crime Awareness and Prevention - \$139,665: These funds are to promote awareness and prevention programs above and beyond normal staffing levels including installation of security cameras, monitoring, increased security staff.
2. Neighborhood Cleanup - \$100,000: Efforts to remove trash and debris from neighborhoods, neighborhood cleanup campaigns and graffiti removal. Also, enforce codes related to trash and debris.
3. Senior Center Facilities - \$175,000: Rehabilitation of the two senior centers; Robert Bowen and Ruth Peterson.
4. Sidewalks - \$384,218: Rehabilitation of the two senior centers; Robert Bowen and Ruth Peterson.

Now Therefore, Be It Resolved, that the Pontiac City Council schedule a public hearing on the Community Development Block Grant Application for Program Year 2021 on March 9, 2021 at 6:00 PM and instruct the Interim Clerk to have a public notice published in the newspaper 10 days on or before March 9, 2021.

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

No: None

Resolution Passed

Suspend the Rules

21-51 **Motion to suspend the rules to vote on item #4.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: Carter and Miller

Motion Carried

Resolution

Mayors' Office

21-52 **Resolution to authorize execution of a parking lease between the City of Pontiac and Phoenix Rising Pontiac, LLC.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Pietila, Shramski, Taylor-Burks and Waterman

No: Williams, Carter and Miller

Resolution Passed

****Lease Agreement attached as Exhibit A****

Communication from the Mayor

Council Chambers Redesign Plan/request for Invoices for HED Report and Chairs in Council Chambers

February 23, 2021 Study

Adjournment

President Kermit Williams adjourned the meeting at 7:38 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

DRAFT

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Agreement") is made and entered into as of February 26, 2021 (the "Commencement Date") between the CITY OF PONTIAC, a Michigan municipal corporation (the "City"), and PhoenixrisingPontiac, LLC, a Michigan limited liability company (the "Lessee").

RECITALS

A. The City owns certain real property located at 10 W. Water Street, Pontiac, Michigan, as more particularly described in Schedule 1 attached hereto, together with a parking garage located thereon, commonly known as the "Phoenix Center Parking Garage," but excluding the Plaza and Amphitheater (collectively, the "Garage").

B. The City desires to lease to Lessee, and Lessee has agreed to lease from the City, the Garage, subject to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants, representations warranties and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:

"Additional Coverages" has the meaning ascribed thereto in Section 9.2(k).

"Affiliate" when used to indicate a relationship with a specified Person, means a Person that, directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with such specified Person; and a Person shall be deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (it being understood and agreed that for the purposes of this definition, a managed fund or trust shall be deemed to be an Affiliate of the Person managing such fund or trust).

"Agreement" has the meaning ascribed thereto in the preamble to this Agreement (including all Schedules referred to herein), as amended from time to time in accordance with the terms hereof.

"Approval" "Approved" "Approves" and similar expressions mean approved or consented to by the relevant Party in accordance with the provisions of Section 1.9.

"Authorization" means any approval, certificate of approval, authorization, consent, waiver, order, license, permit or other requirement issued by any Governmental Authority that is required in connection with Garage Operations.

"Business Day" means any day that is neither a Saturday, a Sunday nor a day observed as a holiday by the State of Michigan or the United States government.

“City” has the meaning ascribed thereto in the preamble to this Agreement.

“City Default” has the meaning ascribed thereto in Section 10.2(a).

“Claim” means any demand, action, cause of action, suit, proceeding, arbitration, claim or judgment.

“Closing” means February 26, 2021, the date that all the consideration is paid for purposes of conveying and recording of the deed conveying title to Ottawa Towers to Lessee hereunder.

“Commencement Date” means February 26, 2021, the date which Lessee acquires its leasehold interest to the Garage.

“Common Areas” means that portion of the Garage serving as areas of ingress and egress to the Plaza and Amphitheater (as defined below).

“Comparable Parking Facilities” means parking garages (whether publicly or privately owned) open to the general public located in Oakland County that are reasonably comparable to the Garage.

“Document” has the meaning ascribed thereto in Section 1.11(c).

“Encumbrance” means any mortgage, lien, judgment, execution, pledge, charge, security interest, restriction, easement, servitude, option, claim, or encumbrance of any nature whatsoever, whether arising by operation of Law, judicial process, contract, agreement or otherwise created, and recorded against the Garage.

“End Date” means the date on which this Agreement expires or is terminated.

“Environmental Laws” means any Laws or regulations governing the handling, storage, release, remediation or disposal of Hazardous Substances at the Garage, or a release or threat of release of Hazardous Substances.

“Force Majeure” means any event beyond the reasonable control of a Party that delays, interrupts or limits the performance of a Party’s obligations hereunder, including an intervening act of God or public enemy, war, invasion, aimed conflict, pandemic, governmental order, act of foreign enemy, blockade, revolution, act of terror, sabotage, civil commotions, interference by civil or military authorities, condemnation or confiscation of property or equipment by any Governmental Authority, nuclear or other explosion, radioactive or chemical contamination or ionizing radiation, fire, tornado, flooding, earthquake or other natural disaster, riot or other public disorder, epidemic, quarantine restriction, strike, labor dispute or other labor protest, governmental embargo or stop-work order or injunction issued by a Governmental Authority, or unavailability of materials.

“Garage” shall have the meaning ascribed to it in Recital A of this Agreement.

“Garage Operations” means (i) the operation, management, and maintenance of the Garage, and (ii) all other actions relating to the Garage.

“Governmental Authority” means any department, commission, board, bureau, agency or other regulatory, administrative, or governmental authority.

“Hazardous Substance” means flammables, explosives, radioactive materials, asbestos,

polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any Law now or hereafter enacted or promulgated by any Governmental Authority.

“Initial Term” has the meaning ascribed thereto in Section 2.2.

“Lender” means any holder of a leasehold mortgage on the Lessee Interest, as contemplated by Article 8 hereof, together with its successors and assigns.

“Lessee” has the meaning ascribed thereto in the preamble to this Agreement.

“Lessee Default” has the meaning ascribed thereto in Section 10.1(a).

“Lessee Interest” means the leasehold interest of the Lessee in the Garage created by this Agreement and the rights and obligations of the Lessee under this Agreement.

“Law” means any order, writ, injunction, decree, judgment, law, ordinance, resolution, decision, principle of common law, opinion, ruling, policy, statute, code, charter, constitution, rule or regulation of any Governmental Authority.

“Loss” or “Losses” means, with respect to any Person, any loss, Claim, liability, damage, penalty, charge or out-of-pocket and documented cost or expense (including reasonable attorney’s fees and court costs) actually suffered or incurred by such Person.

“Mayor” means the Mayor of the City or another City official acting under the direction and pursuant to the authority of the Mayor.

“Maintenance Standards” means those standards, specifications and policies, procedures and processes that apply to the maintenance of the Garage as set forth in the attached Schedule 2A.

“Operating Agreement” means any material agreement, contract or commitment to which the Lessee is a party or otherwise relating to the Garage Operations as in force from time to time (including any warranties or guaranties), but excluding any documents governing the leasehold mortgage contemplated by Article 8 hereof.

“Operating Standards” means the standards, specifications, policies, procedures and processes that apply to the operation of the Garage as set forth on Schedule 2B.

“Operator” shall mean any third party management company engaged by Lessee to manage and operate the Garage.

“Ottawa Towers” means that certain real property and improvements located at 51111 Woodward Avenue, Pontiac, Michigan 48342, including the so-called “Grassy Lot”, and 31 East Judson Street, Pontiac, Michigan 48342, comprising the following tax parcel identification numbers: 14-32-226-020; 14-32-226-021 and 14-32-227-002.

“Pads” means the two (2) building pads located on the roof of the Garage.

“Party” means a party to this Agreement and “Parties” means both of them.

“Permitted City Encumbrance” means, with respect to the Garage: (i) the Lessee Interest; (ii) any Encumbrance arising after the date hereof recorded without the consent of the City and that is being contested, or being caused to be contested, by the City in accordance with Section 3.3(b) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iii) zoning codes, building restrictions established under Law, and any environmental, health or safety Law relating to the development, use or operation of the Garage; and (iv) those Encumbrances set forth on Schedule 5 attached hereto.

“Permitted Lessee Encumbrance” means, with respect to, and limited to, the Lessee Interest: (i) any Encumbrance that is being contested in accordance with Section 3.3(a) (but only for so long as such-contest effectively postpones enforcement of any such Encumbrance); (ii) any lien or security interest for obligations not yet due and payable to a contractor or other Person, and any statutory lien, deposit or other non-service lien which are incurred in the ordinary course of business and not delinquent; (iii) any other Encumbrance permitted hereunder (including any documents governing a leasehold mortgage contemplated under Article 8 hereof); (iv) liens incurred in the ordinary course of business in connection with workers’ compensation, unemployment insurance, social security and other governmental rules and that do not in the aggregate materially impair the use, value or operation of the Garage; (v) zoning codes, building restrictions established under Law, and any environmental, health or safety Law relating to the development, use or operation of the Garage.

“Person” means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority, including the City.

“Plaza and Amphitheater” means that portion of the Garage roof depicted on Schedule 6 attached hereto, but specifically excluding the Pads.

“Plaza and Amphitheater Operations” means (i) the operation, management, and maintenance of the Plaza and Amphitheater, and (ii) all other actions relating to the Plaza and Amphitheater.

“Property Taxes” means (i) any ad valorem real, personal or leasehold property taxes on the Garage or any component thereof, or the Lessee Interest, including without limitation any tax imposed under MCLA 211.151 on account of this Agreement or otherwise; (ii) all assessments, general and special, assessed against the Garage or any portion thereof, and (iii) payments in lieu of any of the foregoing.

“Representative” means, with respect to any Person, any director, officer, employee, partner, member, manager, agent, lawyer, accountant, professional advisor, consultant, engineer, contractor, other Person for whom such Person is at Law responsible.

“Renewal Term” has the meaning ascribed thereto in Section 2.3.

“Term” means the Initial Term, together with any applicable Renewal Term.

“Transfer” means to sell, convey, assign, lease, sublease, mortgage, encumber, transfer or otherwise dispose of.

“Transferee” has the meaning ascribed thereto in Section 11.1(a).

“Users” means collectively Lessee and its Affiliates, tenants of Lessee and its Affiliates, and the Representatives, licensees and invitees of all of the foregoing, and members of the general public that Lessee permits to use the Garage, including, without limitation, tenants of Ottawa Towers, and their Representatives, licensees and invitees. Notwithstanding anything to the contrary contained herein, Lessee acknowledges and agrees that this Agreement neither confers nor grants any easement rights to the Users to the Garage for parking or any other purposes and that all parking rights conferred herein are contractual and enforceable and/or terminable in accordance with the terms and conditions set forth herein.

Section 1.2 Number and Gender. In this Agreement words in the singular include the plural and vice versa and words in one gender include all genders.

Section 1.3 Headings. The division of this Agreement into articles, sections and other subdivisions is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement.

Section 1.4 References to this Agreement. The words “herein,” “hereby,” “hereof,” “hereto” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular portion of it. The words “Article,” “Section,” “paragraph,” “sentence,” “clause” and “Schedule” mean and refer to the specified article, section, paragraph, sentence, clause or schedule of or to this Agreement.

Section 1.5 References to Any Person. A reference in this Agreement to any Person at any time refers to such Person’s permitted successors and assignees.

Section 1.6 Meaning of Including. In this Agreement, the words “include,” “includes” or “including” mean “include without limitation,” “includes without limitation” and “including without limitation,” and the words following “include,” “includes” or “including” shall not be considered to set forth an exhaustive list.

Section 1.7 Meaning of Discretion. In this Agreement, the word “discretion” with respect to any Person means the sole and absolute discretion of such Person, unless otherwise specified.

Section 1.8 Meaning of Notice. In this Agreement, the word “notice” means “written notice,” unless specified otherwise.

Section 1.9 Consents and Approvals. Unless specified otherwise, wherever the provisions of this Agreement require or provide for or permit an approval or consent by either Party, such approval or consent must be in writing (unless waived in writing by the other Party).

Section 1.10 Laws. Unless specified otherwise, references to a Law are considered to be a reference to (i) such Law as it may be amended from time to time, (ii) all regulations and rules pertaining to or promulgated pursuant to such Law, (iii) the successor to the Law resulting from recodification or similar reorganizing of Laws and (iv) all future Laws pertaining to the same or similar subject matter.

Section 1.11 Approvals, Consents and Performance by the City.

(a) While this Agreement has been approved by the City Council of the City, the parties recognize that approvals under this Agreement must be available on an expedited basis as contemplated in this Section 1.11. Accordingly, wherever the provisions of this Agreement require or

provide for or permit an approval or consent by the City of or to any action, Person, Document, or other matter contemplated by this Agreement, the following provisions shall apply, subject to the provisions of Section 1.11(d): (i) such request for approval or consent must (1) contain or be accompanied by any documentation or information required for such approval or consent in reasonably sufficient detail, (2) clearly set forth the matter in respect of which such approval or consent is being sought, (3) form the sole subject matter of the correspondence containing such request for approval or consent, and (4) state clearly that such approval or consent is being sought; (ii) such approval or consent shall not be unreasonably or arbitrarily withheld, conditioned or delayed (unless such provision provides that such approval or consent may be unreasonably or arbitrarily withheld, conditioned or delayed or is subject to the discretion of the City); (iii) the City shall, within such time period set forth herein (or if no time period is provided, than thirty (30) days in all events) after the giving of a notice by the Lessee requesting an approval or consent, advise the Lessee by notice either that it consents or approves or that it withholds its consent or approval, in which latter case it shall (unless such provision provides that such approval or consent may be unreasonably or arbitrarily withheld, conditioned or delayed or is subject to the discretion of the City) set forth, in reasonable detail, its reasons for withholding its consent or approval, which reasons may include the insufficiency of the information or documentation provided and if the City fails to advise the Lessee by notice either that it consents or approves or that it withholds its consent or approval within the time period set forth herein (or if no time period is provided, not less than thirty (30) days in all events) then the City shall have deemed to have consented and approved Lessee's request; (iv) if the responding notice mentioned in clause (iii) of this Section 1.11(a) indicates that the City does not approve or consent, the Lessee may take whatever steps may be necessary to satisfy the objections of the City set out in the responding notice and, thereupon, may resubmit such request for approval or consent from time to time and the provisions of this Section 1.11 shall again apply until such time as the approval or consent of the City is finally obtained; (v) if the disapproval or withholding of consent mentioned in clause (iv) of this Section 1.11(a) is subsequently determined to have been improperly withheld or conditioned by the City, such approval or consent shall be deemed to have been given on the date of such final determination.

(b) Wherever this Agreement provides that an act is to be taken or performed or an approval or consent is to be given by the City, such act may be taken or performed or approval or consent may be given by the Mayor or any Person designated in writing by the Mayor to act in the name of the Mayor under this Agreement without further action by the City Council and the Lessee may rely thereon in all respects except as provided in Section 1.11(d).

(c) Subject to the other provisions hereof, wherever in this Agreement an approval or consent is required with respect to any document, proposal, certificate, plan, drawing, specification, contract, agreement, budget, schedule, report or other written instrument whatsoever (a "Document") following such Approval such Document shall not be amended, supplemented, replaced, revised, modified, altered or changed in any material manner whatsoever without obtaining a further Approval in accordance with the provisions of this Section 1.11.

(d) Notwithstanding the foregoing, if a specific Approval is of a nature that is required by applicable Laws to be approved by the City Council, and the City (through the Mayor or otherwise) notifies the Lessee of such fact in writing prior to the Approval being given (or deemed to have been given) pursuant to the foregoing procedures, then the Lessee shall not be entitled to the reliance described in Section 1.11(b) until such time as the Approval by City Council has been obtained, and the City shall submit such Approval to the City Council promptly (including at the next meeting of the City Council), and diligently pursue obtaining such Approval.

ARTICLE 2
LEASE; TERM; RENT

Section 2.1 Grant of Leasehold Interest. Upon the terms and conditions of this Agreement, the City hereby leases to the Lessee, on an exclusive basis (except as set forth in Article 6 hereof), the entire Garage, for the purposes of operating a parking business, and such other purposes as are incidental thereto, including, without limitation, improving, maintaining, repairing, replacing, renovating, managing, and financing the Garage, leasing parking spaces to Users, and charging and collecting rent and revenue in connection therewith. For purposes of this Agreement, the term "Garage" expressly excludes the Plaza and Amphitheater, which shall be the sole responsibility of the City pursuant to the terms of Article 6 hereof.

Section 2.2 Initial Term. The term of this Agreement shall commence on the Commencement Date and expire twelve (12) months thereafter; provided, however, that upon the Closing, the term of this Agreement shall automatically be extended to expire twenty (20) years from the date of the Closing (collectively, the "Initial Term").

Section 2.3 Renewal Term(s). Lessee shall have eight (8) options to renew (each, an "Option to Renew") the term of this Agreement for successive terms of ten (10) years each (each, a "Renewal Term"), upon the same terms and conditions contained in this Agreement. If Tenant desires to exercise any Option to Renew, the Lessee shall provide written notice (a "Renewal Notice") to the City of its exercise of such Option to Renew not less than one hundred eighty (180) days prior to expiration of the Initial Term or immediately preceding Renewal Term, as applicable. If Lessee fails to provide such Renewal Notice within such time period, then the City shall notify the Lessee of same, if Lessee fails to exercise the Option to Renew within thirty (30) days following receipt of such notice, Lessee shall waive its right to exercise any future Option to Renew and this Agreement shall terminate as of the expiration of the Initial Term or then-current Renewal Term, as applicable. Unless and until the City shall have provided such notice, this Agreement shall not terminate, and the Tenant shall be deemed to continue to have the Option to Renew as provided herein.

Section 2.4 Rental Fee.

(a) In consideration for the Leasehold Interest granted to the Lessee by the City pursuant to the terms hereof, the Lessee shall pay to the City a one-time rental fee of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged and confirmed by the City.

(b) In the event the Lessee exercises any Option to Renew, then upon the commencement of any Renewal Term, the Lessee shall pay to the City a one-time rental fee of Ten Dollars (\$10.00), which shall be deemed to be received by the City upon commencement of any such Renewal Term.

Section 2.5 Transition.

(a) The City represents and warrants to the Lessee that as of Closing there are no parking leases or other agreements pertaining to parking rights at the Garage in existence as of the Commencement Date, if any (the "Existing Leases") other than those rights conferred to tenants of the Ottawa Towers which rights are being assigned of even date herewith to Lessee in its capacity as fee simple owner and purchaser of the Ottawa Towers from the City. As of the Commencement Date, the City shall be deemed to have assigned to the Lessee, and the Lessee shall be deemed to have assumed, all right, title and interest in and to the Existing Leases, provided that in no event shall the Lessee have any liability under the Existing Leases for Losses first arising or related to periods prior to the Commencement Date.

(b) The Parties acknowledge that the City has not collected any rentals or revenues arising from or related to the Garage ("Garage Revenues") that have been prepaid for a periods that extend past the Commencement Date. Conversely, if and to the extent that the Lessee receives after the Commencement Date Garage Revenues that pertain to the period prior to the Commencement Date, the Lessee shall promptly remit the same to the City; provided, in no event shall the Lessee have any obligation to apply a payment to a period prior to the Commencement Date while a current invoice, account or billing is unpaid.

Section 2.6 Memorandum of Lease. At the Commencement Date, the Parties shall execute and deliver a Memorandum of Lease Agreement in the form attached hereto as Schedule 3, which shall be recorded against the Garage with the Oakland County Register of Deeds.

ARTICLE 3 TERMS OF THE LEASEHOLD

Section 3.1 Quiet Enjoyment; Present Condition.

(a) The City agrees that, subject to the City's remedies upon a Lessee Default, the Lessee shall, at all times during the Term, be entitled to and shall have the quiet possession and enjoyment of the Garage and the rights and privileges granted to the Lessee hereunder, subject to the provisions contained in this Agreement. The City shall, at all times during the Term, defend its fee title to the Garage, and the rights granted to the Lessee hereunder, or any portion thereof, against any Person claiming any interest in the Garage, or any portion thereof, except where such interest arises as a result of the act, omission, negligence, misconduct or violation of applicable Law of the Lessee or its Representatives.

(b) Except as specifically set forth herein, including without limitation in Section 7.1 below, the Lessee understands, agrees and acknowledges that the Lessee (I) BY THE EXECUTION OF THIS AGREEMENT, AGREES TO ACCEPT THE GARAGE "AS IS" AS OF THE COMMENCEMENT DATE, AND (II) HAS INSPECTED THE GARAGE AND IS AWARE OF ITS CONDITION AND ACKNOWLEDGES THAT THE CITY NEITHER HAS MADE NOR IS MAKING ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE GARAGE (OR ANY PART THEREOF) OR ITS SUITABILITY FOR THE LESSEE'S PROPOSED USE, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT.

Section 3.2 Authorizations. The Lessee shall obtain, comply with, renew and maintain in good standing all Authorizations; provided, however, that if the Lessee is, at any time during the Term, required to obtain any Authorization that the City was not required to obtain in connection with its operation of the Garage prior to the Commencement Date, then the City shall use its best efforts to assist the Lessee in obtaining such Authorization. Nothing in this Agreement shall be deemed to waive or modify any Authorization required to be obtained by the Lessee or any other Person in connection with the Garage or any activities conducted thereon. The City represents and warrants that as of the Commencement Date, all Authorizations required to use and operate the Garage have been obtained by the City and are set forth on Schedule 4 attached hereto.

Section 3.3 No Encumbrances.

(a) The Lessee shall not do any act or thing that will create any Encumbrance (other than a Permitted Lessee Encumbrance) against the Garage and shall promptly remove any Encumbrance (other than a Permitted Lessee Encumbrance) against the Garage, other than any Encumbrance that came into existence as a result of an act of or omission by the City or its Representatives or a Person claiming

through them. The Lessee shall not be deemed to be in default hereunder if the Lessee diligently and in good faith contests any such Encumbrance created by or through Lessee or its Representatives, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance, provided that the Lessee has given advance notification to the City that it is the intent of the Lessee to contest the validity or collection thereof or cause such contest. For avoidance of doubt, leases or other agreements entered into by Lessee in the ordinary course of Garage Operations, including with any User, shall not be deemed to be an Encumbrance.

(b) The City shall not do any act or thing that will create any Encumbrance (other than a Permitted City Encumbrance) against the Garage and shall promptly remove any Encumbrance (other than a Permitted City Encumbrance) against the Garage that came into existence as a result of an act of or omission by the City, its Representatives or a Person claiming through them. The City shall not be deemed to be in default hereunder if the City diligently and in good faith contests any such Encumbrance that came into existence as a result of an act of or omission by the City, its Representatives or a Person claiming through them, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance, provided that the City has given advance notification to the Lessee that it is the intent of the City to contest the validity or collection thereof or cause such contest.

(c) Each Party, if requested by the other Party and at the requesting Party's cost and expense, shall use its reasonable efforts to assist the requesting Party in attempting to remove any Encumbrance that has come into existence as a result of an act of or omission by the requesting Party.

Section 3.4 Rights of Access.

(a) The City reserves the right to enter the Garage at all reasonable times and upon reasonable prior notice (but not less than two (2) Business Days' notice, except in the event arising under clauses (1) or (2) hereof) to the Lessee to perform each of the following at the City's own cost and expense (other than if pursuant to clause (1) or (2)):

(1) if a Lessee Default then exists, to make any necessary repairs to the Garage and perform any work therein to the extent the City is entitled to do so pursuant to Section 10.3;

(2) in the event of an emergency or danger that threatens to cause injury to individuals (or damage to any property, including but not limited to the Garage), if the Lessee has been notified thereof is not then taking all necessary steps to rectify or deal with said emergency or danger, to take actions as may be reasonably necessary to rectify such emergency or danger;

(3) to (i) manage, maintain, repair and rehabilitate any existing utilities or similar services (whether provided by the City or third parties at the City's instruction) in, on, under, across, over or through the Garage (including water and sewer lines, power transmission lines, fiber optic cable, other communications and other equipment), and (ii) allow third parties with existing easement rights that constitute a Permitted City Encumbrance on, over, under or within the Garage to use the Garage in connection therewith

(4) as contemplated pursuant to Article 6 hereof;

(5) as contemplated pursuant to Section 3.9; and

(6) at its own cost and expense (except as otherwise expressly provided in this Agreement) and solely in accordance with the terms hereof, to take any action that the City may be

obligated to take or has an explicit right to take under this Agreement;

(b) Except as contemplated under subsections (1), (2), and (3) of this Section 3.4, in the event that the City's activities result in a loss of the use of more than five percent (5%) of the available parking spaces in the Garage, the City shall be obligated to make payments to the Lessee for such access permitted under this Section 3.4 to the extent its activities within the Garage interfere with Lessee's ability to utilize otherwise available parking spaces, in which case the City shall compensate Lessee for the use of such spaces at an amount equal to the average daily transient rate charged for such spaces for the duration of the interference ("Concession Compensation"). The City (and any third party authorized by the City as aforesaid to enter the Garage) shall use all commercially reasonable efforts to minimize interference with the Garage Operations in connection with any entry on the Garage pursuant to this Section 3.4. Such efforts shall include, without limitation, providing reasonable advance notice to the Lessee of proposed activities, performance of such work at non-peak parking hours, and providing the Lessee with reasonable assurances that the work will be performed in a safe, workmanlike and lien-free manner. In connection with any such entry or action pursuant to clauses (4) and (5) the City (or by any third party authorized by the City as aforesaid) shall: (i) provide liability insurance in an amount reasonably acceptable to the Lessee that names the Lessee and the Operator as additional insureds, (ii) restore and repair any damage to the Garage. Notwithstanding anything to the contrary contained herein, Lessee acknowledges that members of the general public utilizing the Garage for the purposes set forth in Article 6 hereof, shall be responsible for payment of an applicable parking fee to Lessee and that the City shall have no obligation to pay Lessee for such parking charges, unless the City advises the members of the general public that it will be responsible for parking or otherwise commits to said responsibility.

(c) The City and any of its Representatives during the performance of any work referred to in clauses (1) through (3) of Section 3.4(a) hereof may temporarily keep and store at the Garage all necessary materials, tools, supplies, equipment and vehicles, in a reasonably neat and orderly fashion in compliance with all Laws, for so long as is reasonably required in performance of any such work, provided that Lessee shall have no liability with respect to any such materials, tools, supplies, equipment or vehicles.

Section 3.5 Coordination.

(a) The Lessee shall be responsible for coordinating or ensuring the coordination of all Garage Operations with utilities and Persons having service lines, pipelines, transmission lines and other equipment, cables, systems and other apparatus in, on, under, over or adjacent to the Garage. The Lessee shall cause provision to be made for the removal or temporary or permanent relocation and restoration of utilities and other services and any lines, equipment, cables, systems and other apparatus that intersect, interfere with, interface with or otherwise affect the Garage Operations and shall arrange for temporary rights of entry and access to utilities and other services to be made available that are necessary in connection with the Garage Operations or as may exist under this Agreement or applicable Law; provided that the City shall cooperate with the Lessee with respect to its obligations under this Section 3.5. Regarding the utilities servicing the Plaza and Amphitheater, the City may, at its sole cost and expense, cause the utilities to be metered or sub-metered with the cost of such utilities paid for by the City. The City and Lessee shall, to the extent possible, and in good faith separate all utility expenses so that utilities can be invoiced only to the party utilizing them, and if not possible expenses shall be allocated in a fair and equitable manner, except for the freight elevator which shall be the sole expense of the City.

(b) The Parties understand and agree that nothing in the foregoing Subsection (a) is in any way intended to interfere with the operations of the Garage by the Lessee, and the City shall reasonably cooperate with the Lessee in minimizing any effect that the obligations of the Lessee under Subsection (a) may have on the Garage Operations.

Section 3.6 Property Taxes and Utilities.

(a) The Parties acknowledge and agree that the Garage is, and the Parties intend that the Garage and Lessee Interest will remain, during the Term, exempt from Property Taxes pursuant to the provisions of MCLA 211.151. If and to the extent that Property Taxes become payable during the Term, the City shall pay when due all Property Taxes payable during the Term. In addition, notwithstanding any term to the contrary hereof, in no event shall the Lessee be responsible for any Property Taxes pertaining to personal property of (or used by) the City, or for any Property Taxes attributable to the Plaza and Amphitheater.

(b) The Lessee shall pay when due all charges and fees for gas, electricity, light, heat, power, telephone, water and other utilities and services used in the Garage Operations or supplied to the Garage during the Term. The City shall offer to furnish to the Lessee for purposes of the Garage Operations any utilities that the City is voluntarily and directly furnishing to other commercial users in the immediate vicinity of the Garage at such time, on rates and other terms as are applicable to other similarly situated commercial users of such utilities, as may be amended from time to time.

Section 3.7 Notices of Defaults and Claims.

(a) The Lessee shall promptly give notice to the City (i) if the Lessee becomes aware that a Lessee Default has occurred under this Agreement (provided, however, that the failure to give such notice shall not constitute an independent Lessee Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the Lessee pertaining to the Garage, the Garage Operations or the City in connection with the Garage (whether or not such claim, proceeding or litigation is covered by insurance) of which the Lessee is aware (other than as a result of a notice to the Lessee from the City). The Lessee shall provide the City with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.

(b) The City shall promptly give notice to the Lessee (i) if the City becomes aware that a City Default has occurred under this Agreement (provided, however, that the failure to give such notice shall not constitute an independent City Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the City pertaining to the Garage, the Garage Operations or the Lessee in connection with the Garage (whether or not such claim proceeding or litigation is covered by insurance) of which the City is aware (other than as a result of a notice to the City from the Lessee). The City shall provide the Lessee with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.

Section 3.8 Naming Rights. The Parties acknowledge that the City has retained the right to offer and provide naming rights to the Plaza and Amphitheater to support the City's use and improvements as set forth in Article 6. Provided that the request by Lessee in its proposal to change the name of the garage is not in conflict, or competitive interference, with the naming rights granted for the Plaza and Amphitheater by the City, Lessee may exercise the naming rights in this Section 3.8;

(a) The Lessee may change the name of the Garage without the prior Approval of the City, provided, however, Lessee shall provide the City with prior written notice of such name change and that the name of the Garage shall not be effective for a period of thirty (30) days after the City receives notice of such name change. If, during this time, the City determines the name change is in conflict with the naming of the Plaza and Amphitheater, it will provide notice to Lessee, and the parties shall promptly meet to resolve the purported conflict such that each party may benefit from the marketability of these rights.

(b) Subject to the notice provisions provided in subparagraph (a) above, the Lessee shall have the right to sell or lease any naming rights for the Garage, or any portion of the Garage to any third party; provided, such naming rights shall not extend beyond the Term.

(c) The City grants to the Lessee a non-exclusive, non-transferable, royalty-free license during the Term to use the name of the Garage together with all existing and future developed logos and marks used in connection with the Garage Operations (excluding the City seal), solely in connection with Garage and the Lessee's rights and obligations under this Agreement. The Lessee may sub-grant the same right to the Operator and vendors with operations within the Garage. Nothing in this section shall be interpreted to use any trademarks or intellectual property of the City other than what is expressly authorized hereunder.

(d) In no event shall the City change the name of the Garage without the prior written consent of the Lessee, which such consent may be withheld in the Lessee's sole discretion.

Section 3.9 Police, Fire, Emergency and Emergency Services. Notwithstanding any other provision of this Agreement, at all times during the Term and without notice or compensation to the Lessee, any police, fire and emergency services and any other security or emergency personnel retained by or on behalf of the City shall have access, as reasonably required by such services or personnel, to the Garage.

Section 3.10 Signage. Notwithstanding any provision in this Agreement to the contrary: (i) the Lessee shall have the right, but not the obligation, at its own cost and expense, to redesign, install, manage, maintain, repair and rehabilitate existing or future signage relating to the Garage (including any future construction on the Pads), including signs advertising the products or services of third parties, [provided that no such signage shall be located on the level of the Garage containing the Plaza or Amphitheater (except for existing signs, which may be redesigned, repaired, rehabilitated or replaced subject to this Section 3.10)]. The installation of all such signage shall be in compliance with applicable Law and subject to all generally applicable Authorizations with respect each particular type of signage installed. The City shall reasonably cooperate with the Lessee, including with respect to the issuance of such Authorizations or other consents and approvals reasonably requested by the Lessee, in order to give effect to this Section 3.10.

Section 3.11 Special Events Traffic Management. The City shall use all reasonable efforts to maintain the standards and procedures for event traffic that existed or practiced at the time of closing this Agreement with respect to traffic management related to the Garage for special events occurring within the vicinity of the Garage. As the City advances its congestion management programs and policies (whether in connection with the deployment of advanced signing technologies or otherwise), the City shall use reasonable and good faith efforts to afford the Lessee the opportunity to be a party in the planning of such programs and policies so that the programs and policies for parking management and congestion management will be coordinated.

Section 3.12 Violations. Commencing on the Commencement Date and expiring on the date that is two (2) years thereafter, the City shall not issue code violations with respect to the condition of the Garage or require Lessee to undertake any maintenance or repair of the Garage other than that which may be described in Schedule 2A. Provided, in the event any known code violation presents a express and immediate risk to the health or safety of the public, the parties shall cooperate to determine the extent of the health and safety risk, and shall mutually consent to the itemization and schedule of repairs necessary to resolve the public hazard, such consent not to be unreasonably withheld by either party.

ARTICLE 4
OPERATIONS; ALTERATIONS

Section 4.1 Operations. Except as otherwise specifically provided herein, including, without limitation the terms of Article 6 hereof, and subject to the terms of Section 3.11 hereof, the Lessee shall, at its sole cost and expense, at all times during the Term, be responsible for all aspects of the Garage Operations. The Lessee shall keep and maintain the Garage (excluding the Plaza and Amphitheatre and portions of the Garage providing access to or servicing the same) in a manner consistent with Comparable Parking Facilities, the provisions of this Agreement and applicable Law (provided, however, that the Lessee may contest the application of any applicable Law by appropriate proceedings). The Lessee shall, at all times during the Term, except as otherwise provided herein, cause the Garage to be continuously open and operational for use by Users, beginning with the date of completion of all work contemplated by this Agreement in accordance with Schedule 2A, and except that the Lessee may close the Garage or a portion or portions thereof (A) with respect to underutilized portions of the Garage during periods of such underutilization, as determined by the Lessee, (B) as specifically permitted or contemplated under this Agreement, (C) as required by applicable Law, (D) in connection with the performance of any construction, improvement, renovation, maintenance, repair or replacement activities, (E) to address actual or potential environmental conditions in the Garage, (F) to address emergencies or public safety, or for security measures, (G) in connection with any casualty at the Garage, or (H) in the event of any Force Majeure. Notwithstanding any term to the contrary set forth in this Agreement, the City shall be responsible for any Losses arising from the willful misconduct of the City or its Representatives, or their failure to reasonably cooperate with Lessee in the repair, maintenance or operation of the Garage.

Section 4.2 Alterations.

(a) Subject to the terms of this Section 4.2, the Lessee shall be permitted to make alterations to, and improve, renovate and/or remove the Garage and/or any portion thereof, including, without limitation, making capital improvements thereto and reconstructing or renovating any common areas of the Garage, and any construction upon the Pads (collectively, "Alterations"), and shall be permitted to temporarily close any portion of the Garage in connection therewith. Alterations shall be performed in a good and workmanlike manner, and in compliance with applicable Laws. The Lessee's right to perform Alterations shall be subject to the issuance by the City of any and all Authorizations required under applicable Law, and the City agrees not to unreasonably withhold, condition or delay the issuance of any such Authorizations, and to use its reasonable efforts to assist the Lessee in obtaining such Authorizations. Without limiting the generality of the foregoing, the City agrees that it will reasonably assist and cooperate with the Lessee in obtaining any and all Authorizations (including any required rights of access over the property that is owned or controlled by the City but that does not comprise part of the Garage in order for the Lessee to perform Alterations).

(b) If the Lessee wishes at any time during the Term to make a material, structural Alteration to the Garage, then the Lessee shall submit to the City, for Approval, a request to perform such material, structural Alterations and shall submit to the City for its Approval specific plans with respect to such material, structural Alterations, which such Approval by the City shall not be unreasonably conditioned, withheld or delayed. For avoidance of doubt, no Approval shall be required in order to install gates, bollards, other equipment or facilities or related trade fixtures on the Garage in connection with ensuring the Garage is a closed-access, secure facility. In addition, the City hereby approves those Alterations set forth on Schedule 5 attached hereto, subject to the issuance by the City of any and all Authorizations required under applicable Law, and the City agrees not to unreasonably withhold, condition or delay the issuance of any such Authorizations, and to use its reasonable efforts to assist the Lessee in obtaining such Authorizations.

Section 4.3 City Responsibility. The City, at its own cost and expense, shall maintain, repair and rehabilitate any existing or future roads or streets under the jurisdiction of the City that provide direct access to or from the Garage in such a manner as to maintain access to and from the Garage reasonably comparable to that in existence as of the date of this Agreement and in any event to a standard not less than that observed by the City with respect to other public roads. Without limiting the City's obligations, prior to undertaking any construction or other activities (other than in the event of an emergency) that would materially reduce or impede access to the Garage or could otherwise reasonably be expected to have a material adverse effect on the operations or revenue of the Garage, the City shall provide the Lessee with not less than three (3) months' prior notice of such activities and jointly with the Lessee shall develop a plan to mitigate the effects of such construction activities affecting the Garage Operations. To the extent such construction or other activities interferes with the Lessee's ability to operate the Garage in compliance with the terms hereof, the City shall reasonably cooperate in taking such actions (which may include the granting of access rights in favor of the Lessee) as are appropriate to minimize any adverse effect on Garage Operations and to enable the Lessee to comply with its obligations under this Agreement.

Section 4.4 Compliance with Laws. Subject to the terms of Section 3.11, the Lessee must at all times at its own cost and expense observe and comply, in all material respects, and cause the Garage Operations to observe and comply, in all material respects, with all applicable Laws now existing or later in effect that are applicable to it or such Garage Operations.

ARTICLE 5 PARKING FEES; REVENUES; PERMITS

Section 5.1 Revenues. The Lessee shall, during the Term, have the right to set parking fees applicable to the Garage, and collect and enforce payment of fees and charges, at rates determined by the Lessee, with respect to the parking of any vehicle in the Garage. In addition, the Lessee shall, during the Term, have the right to collect and enforce payment of all other rent, revenues and collections generated with respect to the Garage, including, without limitation, from parking fees, convenience food vendors, small convenience kiosks or newsstands, hand car wash facilities for customers of the Garage, car rental facilities, walk-up automatic teller machines, vending machines, and long-term automobile storage, and the sale of goods or services. The Lessee waives any right or claim to any revenues or proceeds arising out of the City's use of the Plaza and Amphitheater, except as may be owing by separate contract or derived from the parking fees for the public use of the Garage generated as a result of the use.

Section 5.2 Permits. The Lessee shall have the right to provide parking permits to Users on such terms and conditions as determined by the Lessee in its sole discretion.

ARTICLE 6 CITY'S USE OF PLAZA AND AMPHITHEATER

Section 6.1 Plaza and Amphitheater. Provided that the City is not in default of this Agreement beyond applicable notice and cure periods, and subject to the terms of this Agreement, including, without limitation, the terms of Section 6.3 hereof, the City and its Representatives, licensees and invitees shall have the right to use the Garage to access the Plaza and Amphitheater. Notwithstanding any term to the contrary set forth in this Agreement, the City shall, at its sole cost and expense, at all times during the Term, be responsible for all aspects of the Plaza and Amphitheater Operations, including, without limitation, the appurtenant equipment and infrastructure required for use of and access to the Plaza and Amphitheater (wherever located), and shall keep and maintain the Plaza and Amphitheater in good condition and repair, and in a manner consistent with the provisions of this Agreement and applicable Law (provided, however,

that the City may contest the application of any applicable Law by appropriate proceedings). The City shall pay all real estate taxes and assessments applicable to the Plaza and Amphitheater, if any. The City shall pay its proportionate share of the cost to maintain, repair or replace the Common Areas of the Garage utilized in connection with the Plaza and Amphitheater, including, without limitation means of access thereto (e.g., elevators), based on the Parties mutual and reasonable determination of the proportionate use thereof. The City shall, at its sole cost, provide adequate security for the Plaza and Amphitheater, and shall comply with the reasonable rules and regulations established by Lessee with respect to the use and operation of the Garage in connection with access to the Plaza and Amphitheater and the events located thereon. In no event shall the Plaza and Amphitheater Operations adversely interfere with Garage Operations. The City shall be responsible for all Losses relating to the use of the Plaza and Amphitheater by all Persons, and for the breach of the City's obligations under this Article 6.

The City may, at its sole cost and expenses, place signage upon or within the Garage, or its surrounding property, to provide direction, access, safety, or other notice related to its use of the Plaza and Amphitheater, provided that such signage does not interfere with the operations of the Garage or otherwise create an additional hazard.

Section 6.2 Insurance.

(a) The City shall, at its sole cost and expense, maintain on the Plaza and Amphitheater commercial general liability insurance or equivalent with limits of not less than Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, terrorism (to the extent commercially available) and contractual liability (with no limitation endorsement). The Lessee and its property manager shall be named as an additional insured on a primary, non-contributory basis for any liability arising under or in connection with such insurance policy.

(b) The City shall, at its sole cost and expense, maintain casualty insurance on the Plaza and Amphitheater in amounts necessary to repair, rebuild or restore any damage to the improvements, systems, furniture, fixtures and equipment located at or comprising or servicing the Plaza and Amphitheater. In the event of any casualty that damages any portion of the Plaza and Amphitheater, then (i) the City shall repair, rebuild or restore any damage thereto to the condition existing prior to such casualty, and (ii) the Lessee's sole responsibility with respect to the Plaza and Amphitheater shall be to proceed to repair, restore or rebuild the foundation and structural components of the floor of the of the Plaza and Amphitheater to the condition existing prior to the happening of such fire or other casualty, but only to the extent of available insurance proceeds, if any. In addition, the Lessee may utilize the insurance proceeds of the City to undertake such repairs, rebuild or restoration in fulfillment of its obligations herein. Except as otherwise expressly set forth in this Section 6.3, the Lessee shall have no responsibility to repair, restore or rebuild any portion of the Plaza and Amphitheater. In no event shall the City be entitled to any insurance proceeds received by Lessee resulting from any casualty to the Garage.

Section 6.3 Plaza Improvements. The City shall undertake and exercise good faith efforts to secure funding to perform such work and make such improvements to the Plaza and Amphitheater to cause all aspects thereof to be in good working order and condition, and in compliance with applicable Law, and at least in a condition reasonably comparable to similar open air event and public gathering spaces open to the general public located in Oakland County (collectively, the "Plaza Improvements").

Section 6.4 Development of Pads. The Lessee and its Representatives, and its tenants and their Representatives, and their licensees and invitees, shall have the right to access and traverse the Plaza and

Amphitheater in connection with Garage Operations, including, without limitation, to access the Pads and undertake construction activities with respect thereto. The City shall cooperate with the Lessee in connection with the construction of improvements on the Pads.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of the City. The City makes the following representations and warranties to the Lessee and acknowledges that the Lessee is relying upon such representations and warranties in entering into this Agreement:

(a) The City is a municipal corporation and home rule city of the State of Michigan duly organized and existing under the laws of the State of Michigan.

(b) The City has (1) duly authorized and approved the execution and delivery of this Agreement, and (2) duly authorized and approved the performance by the City of its obligations contained in this Agreement. The City has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

(c) This Agreement has been duly authorized, executed and delivered by the City and constitutes a valid and legally binding obligation of the City, enforceable against the City in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(d) As of the Commencement Date, the City holds marketable fee simple title to the Garage, subject only to those Encumbrance set forth on Schedule 5 attached hereto. There is no recorded or unrecorded agreement, contract, option, commitment, right, privilege or other right of another binding upon, or which at any time in the future may become binding upon, the City to sell, transfer, convey, subject to lien, charge, grant a security interest in, or in any other way dispose of or materially encumber the Garage. No indebtedness for borrowed money of the City will be secured by any interest in the Garage and no Person will have any claim or right to, or interest in, any income, profits, rents, or revenue derived from or generated with respect to the Garage (other than the Lessee under this Agreement and any claims, rights or interests granted by or otherwise relating to the Lessee).

(e) The execution and delivery of this Agreement by the City, and the performance by the City of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the City under (i) any applicable Law or (ii) any agreement, instrument or document to which the City is a party or by which it is bound.

(f) No consent is required to be obtained by the City from, and no notice or filing is required to be given by the City to or made by the City with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the City of this Agreement or the consummation of the transactions contemplated hereby.

(g) There are no known Authorizations from any Governmental Authority necessary for the operation of the Garage as currently being operated, except as set forth on Schedule 4 hereof.

(h) There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the best of the City's knowledge, threatened against the City prior to or as of the Commencement Date. As of the date of this Agreement, there is no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, pending nor, to the best of the City's knowledge, threatened against the City which could affect the validity or enforceability of this Agreement.

(i) As of the Commencement Date, the City will have terminated all contracts and agreements pertaining to the Garage, except as set forth on the Rent Roll or those Encumbrances set forth on Schedule 5 attached hereto.

(j) To the knowledge of the City, the financial and other information regarding the Garage that the City provided to the Lessee prior to the Commencement Date is true and accurate in all material respects.

(k) To the actual knowledge of the City, there are no Hazardous Substances present at the Garage in violation of any Environmental Laws. The City, to the extent permitted by applicable law, shall be responsible for any Losses suffered by the Lessee in connection with or arising from the presence of any Hazardous Substances in, at or under the Garage as of the Commencement Date, the failure of the Garage to comply with any Environmental Laws as of the Commencement Date, and for any Hazardous Substances introduced at the Garage by the City or its Representatives, and the City shall be responsible for any remediation, removal and disposal of Hazardous Substances that is required by Environmental Laws in the event of a breach of this Section 7.1(k).

(l) There is no broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the City or any of its Affiliates who is entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

Section 7.2 Representations and Warranties of the Lessee. The Lessee makes the following representations and warranties to the City and acknowledges that the City is relying upon such representations and warranties in entering into this Agreement:

(a) The Lessee is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) The Lessee has the power and authority, to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

(c) This Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid and legally binding obligation of the Lessee, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(d) The execution and delivery of this Agreement by the Lessee, the consummation of the transactions contemplated hereby and the performance by the Lessee of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Lessee under (i) any applicable Law, (ii) any material

agreement, instrument or document to which the Lessee is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Lessee.

(e) No consent is required to be obtained by the Lessee from, and no notice or filing is required to be given by the Lessee to or made by the Lessee with, any Person (including any Governmental Authority) in connection with the execution and delivery by the Lessee of this Agreement or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices which have been given as of the date hereof.

(f) The Lessee shall be responsible for any Losses suffered by the City in connection with or arising from the presence of any Hazardous Substances in, at or under the Garage caused by Lessee or its Representatives on or after the Commencement Date, and for any Hazardous Substances introduced at the Garage by the Lessee or its Representatives, and the Lessee shall be responsible for any remediation, removal and disposal of Hazardous Substances that is required by Environmental Laws in the event of a breach of this Section 7.2(e).

(g) There is no broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Lessee or any of its Affiliates who is entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

Section 7.3 Non-Waiver. No investigations made by or on behalf of any Party at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other Party in this Agreement or pursuant to this Agreement. No waiver by a Party of any condition, in whole or in part, shall operate as a waiver of any other condition.

Section 7.4 Survival. To the extent permitted by applicable law, each Party shall be responsible for any Loss suffered by the other Party arising from a breach by a representation or warranty of such Party. The representations and warranties of the Parties shall survive and continue in full force and effect without time limit.

ARTICLE 8 LEASEHOLD MORTGAGES

Section 8.1. Leasehold Mortgage. Notwithstanding anything contained in this Agreement to the contrary, Lessee is hereby given the right, without City's prior consent, to mortgage its interest in this Agreement, Lessee's interest in the Garage or any part thereof or property therein, and any sublease, under one or more leasehold mortgage(s) and to assign this Agreement and any sublease as collateral security for such mortgages, upon the condition that all rights acquired under such mortgages shall be subject to each and all of the covenants, conditions and restrictions set forth in this Agreement, and to all rights and interests of City herein, none of which covenants, conditions or restrictions is or shall be waived by City by reason of the right given to so mortgage such interest in this Agreement, except as may be expressly provided in this Article 8.

Section 8.2. Application. If Lessee shall mortgage this leasehold pursuant to the provisions hereof, and if the holder(s) of any such mortgage(s) shall send to the City a true copy thereof, together with written notice specifying the name and address of the mortgagee(s) and the pertinent recording data with respect to such mortgage(s), the City agrees that so long as any such leasehold mortgage(s) shall remain unsatisfied, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Agreement by joint action of City and Lessee without the prior consent in writing of the leasehold mortgagee(s).

(b) The City shall, upon serving Lessee with any notice of default, simultaneously serve a copy of such notice upon the leasehold mortgagee(s). The leasehold mortgagee(s) shall thereupon have the same period, after service of such notice upon it, as is allowed to Lessee, to remedy or cause to be remedied the defaults complained of, and City shall accept such performance by or at the instigation of the leasehold mortgagee(s) in response to any such notice of default as if the same had been performed by Lessee.

(c) Anything herein contained notwithstanding, while such leasehold mortgage(s) remains unsatisfied, or until written notice of satisfaction is given by the holder(s) thereof to City, if any Lessee Default shall occur, which, pursuant to any provision of this Agreement, entitles City to terminate this Agreement, and if before the expiration of fifteen (15) days from the date of service of notice of termination upon such leasehold mortgagee(s), such leasehold mortgagee(s) shall have notified City of its desire to nullify such notice and shall have paid to City all rent and other payments herein provided for and then in default, and shall have complied or commenced the work of complying with all of the other requirements of this Agreement, if any are then in default, and shall prosecute the same to completion with reasonable diligence, then in such event City shall not be entitled to terminate this Agreement and any notice of termination theretofore given shall be void and of no effect.

(d) If the City shall elect to terminate this Agreement by reason of a Lessee Default, the leasehold mortgagee(s) shall not only have the right to nullify any notice of termination by curing such Lessee Default as aforesaid, but shall also have the right to postpone and extend the date for the termination of this Agreement as specified by City in its notice of termination for a period of not more than six (6) months, provided that such leasehold mortgagee(s) shall cure or cause to be cured any then-existing monetary defaults and meanwhile pay the rent and all other charges and comply with and perform all of the other terms, conditions and provisions of this Agreement on Lessee's part to be complied with and performed, and provided further that the leasehold mortgagee(s) shall forthwith take steps to acquire or sell Lessee's interest in this Agreement by foreclosure of the leasehold mortgage(s) or otherwise and shall prosecute the same to completion with due diligence. If at the end of said six (6) month period the leasehold mortgagee(s) shall be actively engaged in steps to acquire or sell Lessee's interest herein, the time for such mortgagee(s) to comply with the provisions of this Section 8.2 shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence and continuity; provided that during such period the leasehold mortgagee(s) shall continue to pay the rent and other charges and perform all other terms, conditions and provisions of this Agreement on Lessee's part to be complied with and performed.

(e) The City agrees that the name of the leasehold mortgagee(s) may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Agreement and that the leasehold mortgage(s) or collateral documents shall so provide.

(f) The City agrees that in the event of termination of this Agreement by reason of any default by Lessee, the City shall enter into a new lease of the Garage with the leasehold mortgagee(s) or its nominee(s) or assignee(s) for the remainder of the term of this Agreement effective as of the date of such termination, at the rent and upon the terms, provisions, covenants and agreements as contained herein and subject only to the same conditions of title as this Agreement is subject to on

the date of execution hereof together with any exceptions to title created by or at the behest of Lessee, and to the rights, if any, of the parties then in possession of any part of the Garage, provided:

(1) said leasehold mortgagee(s) or its nominee(s) or assignee(s) shall make written request upon City for such new lease within thirty (30) days after the date of such termination and such written request shall be accompanied by payment to City of all sums due to City under this Agreement;

(2) said leasehold mortgagee(s) or its nominee(s) or assignee(s) shall pay to City at the time of the execution and delivery of such new lease, any and all sums which would at the time of the execution and delivery thereof be due pursuant to this Agreement but for such termination, and in addition thereto, any expenses, including reasonable attorney's fees, which City shall have incurred by reason of such default;

(3) said mortgagee(s) or its nominee(s) or assignee(s) shall perform and observe all covenants herein contained on Lessee's part to be performed and shall further remedy any other condition which Lessee under the terminated Lease was obligated to perform under the terms of this Agreement; and upon execution and delivery of such new lease and any subleases which may have theretofore been assigned and transferred by Lessee to the City, as security under this Agreement, shall thereupon be deemed to be held by the City as security for the performance of all of the obligations of the tenant under the new lease;

(4) the City shall not warrant possession of the Garage to the tenant under the new lease;

(5) such new lease shall be expressly made subject to the rights, if any, of Lessee under the terminated lease;

(6) the tenant under such new lease shall have the right, title and interest in and to the buildings and improvements comprising the Garage as Lessee had under the terminated lease; and

(7) said leasehold mortgagee(s) or its nominee(s) or assignee(s) shall bear the cost of recording such new lease or short form thereof if it or the City desires recordation thereof.

(g) Nothing herein contained shall require the leasehold mortgagee(s) or its nominee(s) or assignee(s) to cure any default of Lessee under this Agreement unless such leasehold mortgagee shall choose to do so under Section 8.2(b) above or shall choose to nullify any notice of termination from City pursuant to Sections 8.2(c) or (d) above, or if such leasehold mortgagee(s) elects that City enter into a new lease for the Garage pursuant to the provisions of Section 8.2(f) above.

(h) The proceeds from any insurance policies relating to the Garage or arising from a condemnation of the Garage are to be held by any leasehold mortgagee(s) and distributed pursuant to the provisions of this Agreement.

(i) The City shall, upon request, execute, acknowledge and deliver to each leasehold mortgagee, an agreement prepared at the sole cost and expense of Lessee, in form satisfactory to such leasehold mortgagee(s), between City, Lessee and leasehold mortgagee(s), agreeing to all of the provisions

of this Article 8. The term “mortgage,” whenever used in this Section 8.2, shall include whatever security instruments are used in the locale of the Garage, such as, without limitation, mortgages, deeds of trust, security deeds and conditional deeds, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code.

ARTICLE 9 INSURANCE

Section 9.1 Insurance Coverage Required. The Lessee shall provide and maintain at the Lessee’s own expense, or cause to be maintained, during the Term, the insurance coverages and requirements specified below, insuring the Garage and all Garage Operations (the “Required Coverages”).

(a) The Lessee shall provide or caused to be provided workers’ compensation insurance, as prescribed by applicable Law, covering all employees who agree to provide a service under this Agreement.

(b) The Lessee shall provide or cause to be provided commercial general liability insurance or equivalent with limits of not less than Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, terrorism (to the extent commercially available) and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising under or in connection with this Agreement.

(c) When any motor vehicles (owned, non-owned or hired) are used in connection with work to be performed, the Lessee shall provide or cause to be provided automobile liability insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

(d) The Lessee shall provide or cause to be provided garage keeper’s legal liability insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) in the aggregate, which limits may be met through a combination of primary and excess or umbrella policies, combined single limit, for bodily injury and property damage. The City shall be named as an additional insured on a primary, non- contributory basis for any liability arising under or in connection with this Agreement.

(e) When the Lessee undertakes any construction, maintenance or repairs to the Garage, including improvements and betterments pursuant to this Agreement, the Lessee shall provide or cause to be provided, all risk builder’s risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Garage. Coverage shall include, but not be limited to, the following: right to partial occupancy, boiler and machinery, business income, valuable papers and other consequential loss, when applicable, with aggregate sub-limits for catastrophic perils of earthquake, flood and named wind which are the best available on commercially reasonable terms. The City shall be named as an additional insured and, subject to the terms of Article 8 hereof, as loss payee.

(f) When any architects, engineers, construction managers or any other professional consultants perform work in connection with this Agreement, the Lessee will require such architects, engineers, construction managers or other professional consultants to maintain professional liability insurance covering their respective negligent acts, errors or omissions with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00). When policies are renewed or replaced, the policy retroactive

date shall coincide with, or precede, start of work in connection with this Agreement. A claims-made policy which is not renewed or replaced shall have an extended reporting period of two (2) years.

(g) The Lessee shall obtain all risk property insurance at full replacement cost, covering all loss, damage or destruction to the Garage, including improvements and betterments, which insurance may be provided on a blanket basis with reported building values, which shall include the value of the coverage for the Garage required hereunder; provided, however, that the limits of such coverage may be based on any replacement cost value agreed by the City and the Lessee acting reasonably or on a probable maximum loss analysis, subject to the City's approval of such probable maximum loss analysis by an independent third party that is reasonably acceptable to the City. Coverage shall include the following: collapse, water including overflow, leakage, sewer backup or seepage, utility interruption, debris removal, business ordinance or Law for increased cost of construction, extra expense, boiler and machinery, and valuable papers. Coverage shall include flood insurance with a sublimit of not less than Five Million and 00/100 Dollars (\$5,000,000.00) in the aggregate. The City is to be named as an additional insured, subject to the claims of any leasehold mortgagee as contemplated by Article 8 hereof. The Lessee shall be responsible for any loss or damage to City property at full replacement cost. The Lessee shall be responsible for all loss or damage to personal property (including materials, fixtures/contents, equipment, tools and supplies) of the Lessee unless caused by the City or its Representatives.

Section 9.2 Additional Requirements.

(a) The Lessee shall deliver or cause to be delivered to the City, and any other such City department designated in writing by the City, certificates of insurance or equivalent documentation acceptable to the City, evidencing the Required Coverages on or before the Commencement Date, and shall provide or cause to be provided, promptly upon request, renewal certificates of insurance, or such similar evidence, if such coverages have an expiration or renewal date occurring during the Term. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence from the Lessee shall not be deemed to be a waiver by the City. Non-conforming insurance shall not relieve the Lessee of the obligation to provide insurance as specified herein. Except as otherwise expressly set forth herein, each Required Coverage may be reviewed by the City for compliance with the terms of this Agreement. All Required Coverages shall be placed with insurers licensed to do business in the State of Michigan.

(b) The Lessee shall use commercially reasonable efforts to procure Required Coverages that provide for thirty (30) days (or in the case of cancellation for non-payment of premiums, ten (10) days) prior written notice to be given to the City by the insurer in the event coverage is canceled or non-renewed. The City shall be permitted (but not obligated) to pay any delinquent premiums before the cancellation date specified by the insurer in any notice of cancellation for non-payment of premium in order to maintain such coverage in full force and effect and the Lessee shall reimburse the City for any delinquent premiums paid by the City on demand without any days of grace and without prejudice to any other rights and remedies of the City hereunder.

(c) All Required Coverages may contain deductibles or self-insured retentions not to exceed amounts reasonably acceptable to the City taking into account the deductibles or self-insured retentions for the required insurance coverages for Comparable Parking Facilities. Any and all deductibles or self-insured retentions on Required Coverages shall be borne by the Lessee or its contractors shall be responsible for its own deductibles and/or self-insured retentions.

(d) The amounts of coverage required by Section 9.1 shall be reasonably adjusted

based on limits maintained by Comparable Parking Facilities and otherwise prudent and consistent with industry practices, each succeeding fifth (5th) anniversary of the Commencement Date, but in no event shall the amounts of coverage be less than specified in Section 9.1; provided, in no event shall the City be entitled to impose any increase that would result in excessive costs or otherwise are commercially unreasonable.

(e) Each of the Required Coverages provided by the Lessee shall, where legally or customarily permitted, include a waiver by the insurer of its rights of subrogation against the City, its employees, elected officials, agents or Representatives.

(f) If the Lessee fails to obtain and maintain or cause to be obtained and maintained the insurance required by this Article 9 the City shall have the right (without any obligation to do so), upon two (2) Business Days' notice to the Lessee in a non-emergency situation or forthwith in an emergency situation and without assuming any obligation in connection therewith, to effect such insurance and all costs and expenses of the City in connection therewith shall be payable by the Lessee to the City on demand without any days of grace and without prejudice to any other rights and remedies of the City hereunder. Such insurance taken out by the City shall not relieve the Lessee of its obligations to insure hereunder and the City shall not be liable for any loss or damage suffered by the Lessee in connection therewith.

(g) The Lessee expressly understands and agrees that any coverages and limits furnished by the Lessee shall in no way limit the Lessee's liabilities and responsibilities specified within this Agreement or by Law.

(h) The Lessee expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall not contribute to any insurance provided by the Lessee under this Agreement.

(i) If the Lessee or any contractor required to obtain an insurance policy hereunder is a joint venture or limited liability company, all insurance policies required to be obtained by the Lessee or such contractor shall specifically name the joint venture or limited liability company as a named insured. If the Lessee contracts operations to a third party, the Lessee will be an additional named insured on any liability policy.

(j) The City and the Lessee shall do all acts, matters and things as may be reasonably necessary or required to expedite the adjustment of any loss or damage covered by insurance hereunder so as to expedite the release and dedication of proceeds of such insurance in the manner and for the purposes herein contemplated.

(k) If the Lessee or its contractors desire coverages in addition to the Required Coverages, the Lessee and each contractor shall be responsible for the acquisition and cost of such additional coverages. If the Lessee or its contractors obtain any property, liability or other insurance coverages in addition to the Required Coverages ("Additional Coverages"), then the Lessee or its contractors shall (i) notify the City as to such Additional Coverages, (ii) provide the City with any documentation relating to the Additional Coverages, including Certificates of Insurance, that the City reasonably requests, and (iii) at the City's election, cause the City to be named as an additional insured under such Additional Coverages, if that is normally allowed in accordance with good industry practice and the City reimburses the Lessee for any additional expense incurred as a result of naming the City as an additional insured thereunder.

(l) Notwithstanding anything to the contrary herein, if any insurance (including the limits or deductibles thereof) required to be maintained under this Agreement shall not be available at commercially reasonable rates, the Lessee shall have the right to request that the City consent to waive such requirement and the City shall not unreasonably withhold, condition or delay such consent. Any such waiver

shall be effective only so long as such insurance shall not be available at commercially reasonable rates, provided that during the period of such waiver, the Lessee maintains the maximum amount of such insurance otherwise available at commercially reasonable rates.

Section 9.3 Damage and Destruction. If all or any part of any of the Garage shall be destroyed or damaged during the Term in whole or in part by fire or other casualty of any kind or nature (including any casualty for which insurance was not obtained or obtainable), ordinary or extraordinary, foreseen or unforeseen, the Lessee shall: (i) give the City notice thereof promptly after the Lessee receives actual notice of such casualty; and (ii) subject to the terms of Section 6.3 hereof, at its sole cost and expense, but only to the extent of available insurance proceeds, if any, proceed diligently to repair, restore or rebuild the Garage to the condition existing prior to the happening of such fire or other casualty.

Section 9.4 Eminent Domain. If the Garage or any portion thereof shall be taken or condemned for public use, this Agreement shall terminate with respect to the portion of the Garage so taken as of the date the condemnor acquires possession, with this Agreement continuing in full force and effect with respect to the remaining portion of the Garage. All awards in respect of such condemnation shall be paid to and retained by Lessee.

ARTICLE 10 DEFAULTS

Section 10.1 Default by the Lessee.

(a) The occurrence of any one or more of the following events during the Term shall constitute a "Lessee Default" under this Agreement:

(1) if the Lessee fails to comply with, perform or observe any material obligation, covenant, agreement, term or condition in this Agreement, and such failure continues unremedied for a period of ninety (90) days following written notice thereof (provided such notice gives the particulars of the failure in reasonable detail) from the City to the Lessee or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the Lessee is proceeding, and will proceed, with reasonable diligence to cure or cause to be cured such failure;

(2) if this Agreement or all or any portion of the Lessee Interest is Transferred in contravention of Article 11 and such Transfer or action continues unremedied for a period of thirty (30) days following notice thereof from the City to the Lessee;

(3) if the Lessee (i) admits, in writing, that it is unable to pay its debts as such become due, (ii) makes an assignment for the benefit of creditors, (iii) files a voluntary petition under Title 11 of the United States Code, or if the Lessee files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Lessee or of all or any substantial part of its properties or of the Garage or any interest therein;

(4) if within ninety (90) days after the commencement of any proceeding against the Lessee seeking any reorganization, arrangement, composition, readjustment,

liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, such proceeding has not been dismissed, or if within ninety (90) days after the appointment, without the consent or acquiescence of the Lessee, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Lessee or of all or any substantial part of its properties or of the Garage or any interest therein, such appointment has not been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay, such appointment has not been vacated;

(5) if a levy under execution or attachment has been made against all or any part of the Garage or any interest therein as a result of any Encumbrance (other than a Permitted Lessee Encumbrance) created, incurred, assumed or suffered to exist by the Lessee or its Representatives or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within sixty (60) days after the Lessee becomes aware of such levy, unless such levy resulted from actions or omissions of the City or its Representatives or any Person claiming through them; and

(6) the failure to maintain the insurance required pursuant to this Agreement, for a period of ten (10) Business Days after written notice specifying such failure and requesting that it be remedied is given to Lessee by the City.

Notwithstanding the foregoing, a Lessee Default shall not include any failure to perform its obligations under this Agreement to the extent such failure is the result of Force Majeure, or is in any manner caused by the actions of the City.

(b) Upon the occurrence and continuance of a Lessee Default, the City may, by notice to Lessee, declare the Lessee to be in default and may, subject to the provisions of Article 8, do any or all of the following as the City, in its discretion, shall determine, provided that Lessee shall have commercially reasonable notice and opportunity to cure:

(1) the City may terminate this Agreement by giving ninety (90) days' prior notice to the Lessee;

(2) the City may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a Lessee Default;

(3) the City may seek to recover its Losses arising from such Lessee Default and any amounts due and payable under this Agreement;

(4) the City may terminate the Lessee's right to use, operate, maintain, and rehabilitate the Garage and the Lessee's right to collect and retain revenue from the Garage, and in such event, the City or the City's agents and servants may immediately or at any time thereafter take possession and control of the Garage and remove all Persons and all or any property therefrom, by any available action under Law or proceeding at law or in equity, and with or without terminating this Agreement, and undertake any and all of the Garage; provided, however, that no such action by the City shall be construed as an election on its part to terminate this Agreement unless a notice of such intention is given to the Lessee; and

(5) the City may exercise any of its other rights and remedies provided for hereunder or at law or equity.

Notwithstanding any term of this Agreement to the contrary, in the event the City elects to terminate this Agreement upon a Lessee Default, then the City shall lease to the Tenant a number of parking spaces in the Garage to provide sufficient parking to the Lessee and its Affiliates, tenants of Lessee and its Affiliates, and the Representatives, licensees and invitees of all of the foregoing, and members of the general public that desire to access Ottawa Towers, at reasonable fair market rates, and in no event more than those rates charged to members of the public for monthly parking at the Garage, and the parties shall enter into an agreement pertaining to the leasing of such spaces, on terms reasonable acceptable to the parties.

Section 10.2 Default by the City.

(a) The occurrence of any one or more of the following events during the Term shall constitute a "City Default" under this Agreement:

(1) if the City fails to comply with or observe any material obligation, covenant, agreement, term or condition in this Agreement and such failure continues unremedied for a period of thirty (30) days following notice thereof (provided such notice gives the particulars of the failure in reasonable detail) from the Lessee to the City or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the City is proceeding with reasonable diligence to cure or cause to be cured such failure;

(2) if a levy under execution or attachment has been made against all or any part of the Garage or the Lessee Interest as a result of any Encumbrance (other than a Permitted City Encumbrance) created, incurred, assumed or suffered to exist by the City, its Representatives or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within a period of sixty (60) days, unless such levy resulted from actions or omissions of the Lessee, its Representatives, or any Person claiming through them, or if all or a material part of the Garage shall be subject to a condemnation or similar taking by the City or any agency thereof; or

(3) if the City (i) admits, in writing, that it is unable to pay its debts as such become due, (ii) makes an assignment for the benefit of creditors, (iii) files a voluntary petition under Title 9 of the United States Code, or if such petition is filed against it and an order for relief is entered, or if the City files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the City, or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), or (iv) takes any action in furtherance of any action described in this Section 10.2(a)(3) other than with respect to the Bankruptcy Case;

(4) a Transfer of the fee interest in the Garage by the City in violation of Article 13 of this Agreement;

(5) if within ninety (90) days after the commencement of any proceeding against the City seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of the City, of any trustee,

receiver custodian, assignee, sequestrator, liquidator or other similar official of the City or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), such appointment has not been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay, such appointment has not been vacated.

Notwithstanding the foregoing, a City Default shall not include any failure to perform its obligations under this Agreement to the extent such failure is the result of Force Majeure.

(b) Upon the occurrence and during the continuance of a City Default, the Lessee may, by notice to the City, declare the City to be in default and may do any or all of the following as the Lessee, in its discretion, shall determine:

(1) The Lessee may terminate this Agreement by giving ninety (90) days' prior notice to the City;

(2) the Lessee may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a City Default;

(3) the Lessee may seek to recover its Losses and any amounts due and payable under this Agreement;

(4) the Lessee may exercise any other rights and remedies provided for hereunder or available at law or equity.

Section 10.3 Self Help.

(a) Notwithstanding any term to the contrary set forth in this Agreement, in the event of a City Default or in the event of any default by the City under this Lease that adversely effects Garage Operations or creates an emergency or danger that threatens to cause injury to individuals (or damage to any property, including but not limited to the Garage), the Lessee may undertake a cure of the City default (but this shall not obligate the Lessee to cure or attempt to cure a City default or, after having commenced to cure or attempted to cure a City default, to continue to do so), and all costs and expenses reasonably incurred by the Lessee in curing or attempting to cure the City default shall be payable by the City to the Lessee within ten (10) days after written demand therefor; provided, however, that (A) the Lessee shall not incur any liability to the City for any act or omission of the Lessee or any other Person in the course of remedying or attempting to remedy any City Default, except to the extent of the Lessee or its Representatives' negligence or willful misconduct, and (B) the Lessee's cure of any City Default shall not affect the Lessee's rights against the City by reason of the City default.

(b) Notwithstanding any term to the contrary set forth in this Agreement, in the event of a Lessee Default, the City may undertake a cure of the Lessee Default (but this shall not obligate the City to cure or attempt to cure a Lessee Default or, after having commenced to cure or attempted to cure a Lessee Default, to continue to do so), and all costs and expenses reasonably incurred by the City in curing or attempting to cure the Lessee Default shall be payable by the Lessee to the City within ten (10) days after written demand therefor; provided, however, that (A) the City shall not incur any liability to the Lessee for any act or omission of the City or any other Person in the course of remedying or attempting to remedy any Lessee Default, except to the extent of the City or its Representatives negligence or willful misconduct, and (B) the City's cure of any Lessee Default shall not affect the City's rights against the Lessee by reason of the Lessee Default.

Section 10.4 Consequences of Termination or Expiration. Upon the termination or expiration of this Agreement, notwithstanding any claims the Parties may have against each other, the following provisions shall apply:

(a) The Lessee shall, without action whatsoever being necessary on the part of the City, as of the End Date, surrender, transfer and deliver to the City all of its rights, title and interest in the Garage (including all improvements thereto and all fixtures), in good order, condition and repair (reasonable wear and tear and casualty damage excepted), free and clear of all Encumbrances other than (i) Permitted Lessee Encumbrances, (ii) Permitted City Encumbrances, and (iii) those created by or suffered to exist or consented to by the City, its Representatives or any Person claiming through them; subject, however, to the right of the Lessee to remove: (1) the parking access remote control systems ("PARCS") or related equipment or other trade fixtures that the Lessee installs in the Garage, (2) any signage or materials that include the name or logo of the Lessee or its Representatives, and (3) any other intellectual property (or equipment in which intellectual property is embedded) included in or part the Garage (such as software relative to the PARCS) all of its rights, title and interest in the Garage (including all improvements thereto and all fixtures);

(b) The City shall, as of the End Date, assume full responsibility for the Garage Operations, and as of such date, the Lessee shall have no liability or responsibility for Garage Operations occurring after such date;

(c) The Lessee shall be liable for all costs, expenses and other amounts for which it is liable or responsible hereunder incurred up to but not including the End Date; and the City shall be liable for all costs, expenses and amounts incurred in connection with the Garage Operations on and after the End Date;

(d) The City shall assume, without warranty by or recourse to the Lessee, to the fullest extent permitted by Authorizations and applicable Law, all of Lessee's right, title and interest in, to and under (in each of the following cases, to the extent assignable) all or any of the Operating Agreements then in effect (but only to the extent permitted under the terms of such Operating Agreement) and all Authorizations to the City or its nominee for the remainder of their respective terms, pursuant to an assignment and assumption agreement, with the City being responsible for all obligations arising under such Operating Agreements as of the End Date;

(e) The Lessee, at its sole cost and expense, shall promptly deliver to the City copies of all records and other documents relating to the rent and revenues of the Garage that are in the possession of the Lessee or its Representatives and all other then-existing records and information relating to the Garage as the City, acting reasonably, may request; provided, however, in no event shall the Lessee be obligated to turn over any tax returns, bank statements, or internal reports or documents, or any information subject to any confidentiality agreement;

(f) The Lessee shall execute and deliver to the City documents and other instruments reasonably necessary to evidence such expiration or termination, without any representation or warranty of Lessee;

(g) For a period of thirty (30) days, the Lessee shall assist the City in such manner as the City may require to ensure the orderly transition of control, operation, management, maintenance and rehabilitation of the Garage, and shall, if appropriate and if requested by the City, take all steps as may be necessary to enforce the provisions of the Operating Agreements pertaining to the surrender of the Garage;

(h) The City and the Lessee shall make appropriate adjustments, including adjustments relating to any Operating Agreements assigned to the City, fees and other similar charges collected on and after the End Date that are incurred prior to the End Date, and utilities, and any adjustments and payment therefor shall be made by the appropriate Party on the End Date, but shall be subject to readjustment if necessary because of error in matters such as information, calculation, payments and omissions that are identified within the period of one hundred eighty (180) days following the End Date; provided, however, that the City and the Lessee acknowledge that certain adjustments or readjustments may have to be made when a third party provides to the City or the Lessee a final adjustment amount in respect of a matter, and for such matters the adjustment and readjustment date shall each be correspondingly extended.

This Section 10.4 shall survive the expiration or any earlier termination of this Agreement.

ARTICLE 11 RESTRICTIONS ON TRANSFERS

Section 11.1 Transfers by the Lessee. The Lessee may, for the period beginning on the Commencement Date and ending on the fifth (5th) anniversary date of the Commencement Date, Transfer any or all of the Lessee Interest in the Garage to a person or entity with cumulative net worth and liquidity equal to or greater than the principals of Lessee, as determined by Lessee in its sole discretion, without obtaining the City's prior written consent. To affect such transfer, Lessee shall provide City not less than 60 days prior written notice, including in such notice a copy of all documents used, or intended, by Lessee to complete the transfer, and a financial statement of the transferee verifying the above stated precondition. Thereafter, the Lessee may Transfer any or all of the Lessee Interest in the Garage and this Agreement without the City's consent to any Person, and in such event the Lessee shall promptly notify the City of such Transfer.

Section 11.2 Assignment by the City. Subject to the terms of Article 12, the City shall have the right to Transfer any or all of the City's interest in the Garage and this Agreement, provided that it shall be jointly and severally liable with the Transferee for the performance and observance of the obligations and covenants of the City under this Agreement and any agreement entered into by the City under this Agreement (including agreeing directly with any Lender to be bound by the agreement entered into in accordance with Article 8) and any such Transfer by the City shall not materially limit or reduce any of the Lessee's other rights, benefits, remedies or privileges under this Agreement nor shall it materially impair the City's ability to meet its obligations under this Agreement and, provided further, any such Transfer shall be subject to the rights and Encumbrances of the Lessee.

ARTICLE 12 ROFR; OPTION TO PURCHASE; TERMINATION

Section 12.1 ROFR. Subject to the terms and conditions set forth in this Article 12, during the Term, Lessee shall have a right of first refusal to purchase the entire Garage (the "ROFR").

(a) In the event the City receives a bona fide third party offer for the Garage which the City intends to accept ("Third Party Offer"), the City shall notify the Lessee in writing of its intention to accept such Third Party Offer ("City's ROFR Notice"), and shall furnish to the Lessee all of the terms and conditions of such Third Party Offer.

(b) The Lessee's ROFR shall be exercisable by written notice (the "ROFR Exercise Notice") from Lessee to the City of Lessee's election to exercise the ROFR given not later than ten (10)

business days after Lessee receives the City's ROFR Notice, time being of the essence. If the Lessee fails to deliver the ROFR Exercise Notice within such ten (10) business day period or declines to exercise the ROFR, then the City may sell the Garage to the party identified in the City's ROFR Notice on the same terms and conditions as contained in the Third Party Offer; provided, however, the purchaser under the Third Party Offer shall acquire the Garage subject to the terms of this Agreement.

(c) If the Lessee exercises the ROFR, the City and the Lessee shall enter into a written agreement for the purchase and sale of the Garage on the same terms and conditions contained in the Third Party Offer. Unless otherwise set forth in the Third Party Offer, or unless otherwise agreed by City and Lessee, the written agreement for the purchase and sale of the Garage shall provide for the following:

(i) An escrow closing at the office of the title insurance company issuing the title insurance policy specified below on a date no later than sixty (60) days after the effective date of the ROFR Exercise Notice;

(ii) The delivery by the Lessee to the City of the purchase price by wire transfer of immediately available funds in accordance with the escrow instructions customarily used by the title insurance company issuing the title insurance policy specified below;

(iii) The delivery by the City to the Lessee of title to the Garage by a warranty deed, subject only to the Permitted City Encumbrance, real estate taxes and assessments not yet due or payable, matters that would be set forth on an accurate survey of the Garage, and this Agreement;

(iv) The delivery by the appropriate party of all documentation necessary or customarily provided to complete the sale, including, without limitation, the assignment and assumption of all leases affecting the Garage; and

(v) The payment of all prorations, transfer taxes, title insurance charges, escrow fees, recording fees and other expenses, fees and charges by the party from whom such payment is due in accordance with statutory requirements or in accordance with the custom in Michigan at the time of the closing for sales of properties similar to the Garage.

(d) In the event that City is seeking to sell the Garage together with any other real property, City shall be required to designate a purchase price for the Garage and to offer Lessee the right to purchase the Garage free and clear of such other real property and otherwise in accordance with this Article 12.

ARTICLE 13 MISCELLANEOUS

Section 13.1 Estoppel Certificates. From time to time, within fifteen (15) days after receipt of either Party's written notice, the other party shall furnish to such requesting Party a certificate signed by the other party confirming and containing such factual certifications and representations as to this Lease as such requesting Party may reasonably request, including the following facts (to the extent then-accurate): (a) this Lease is in full force and effect, (b) the terms and provisions of this Lease have not been amended or modified, (c) there are no claims against the other Party, nor any defenses or rights of offset against collection of charges under this Lease, (d) such requesting Party is, to the other Party's knowledge, not in default under this Lease, and (e) any additional information as may be reasonably requested by such requesting Party.

Section 13.2 Notice. All notices and other communications required or permitted pursuant to this Lease shall be in writing and shall be sent, postage or shipping charges prepaid, to the address of the intended recipient (as specified below) via either certified U.S. Mail, return receipt requested, or a national overnight courier service. Any notice or other communication sent in this manner shall be deemed to have been delivered, if sent by U.S. Mail, on the third (3rd) business day, or, if sent via overnight courier, on the first (1st) business day, after it was placed in a regularly maintained receptacle for the deposit of U.S. Mail or overnight deliveries, as the case may be. Any party may change its address for the purposes of this Lease by so notifying the other party in the manner set forth in this Section.

To the City:
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342
Attn: Hon. Dierdre Waterman
Phone: 248-758-3000

Copy to:
John C. Clark, Esq.
Giarmarco, Mullins & Horton, P.C.
101 W. Big Beaver Road, Suite 1000
Troy, MI 48084
248-457-7000
Email: jclark@gmhlaw.com

To the Lessee:
PhoenixrisingPontiac LLC
c/o Dearborn Capital Partners, LLC
980 N Michigan Ave Suite 1617
Chicago, IL 60611
Phone: 312.882.4300
Email: brien.wloch@dearcapcre.com
Attn: Brien Wloch

Copy To:
William Freeman
33 Bloomfield Hills Pkwy, Ste 100
Bloomfield Hills, MI 48304
Phone: 248-724-3706
Email: wfreeman@lfglawfirm.com

Section 13.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other.

Section 13.4 Amendment. This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties.

Section 13.5 Waiver of Rights. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right.

Section 13.6 Severability. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law. If any clause or provision of this Parking Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Parking Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Parking Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

Section 13.7 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Michigan (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

Section 13.8 Attorney's Fees. If either Party institutes a suit against the other for violation of or to enforce any term, covenant or condition of this Lease, or if either Party intervenes in any suit in which the other is a party to enforce its rights or interest, the prevailing Party shall be entitled to all of its costs and expenses arising in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements.

Section 13.9 Costs. Except as otherwise provided in this Agreement, each Party shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Agreement.

Section 13.10 Inurement and Binding Effect. This Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns and is binding upon the Parties and their respective permitted successors and assigns.

Section 13.11 Exculpation. The Lessee's members, managers, officers, directors, partners or shareholders, as the case may be, shall have absolutely no personal liability with respect to any provision of this Agreement, or any obligation or liability arising under this Agreement in connection herewith.

Section 13.12 No Partnership or Third Party Beneficiaries. Except as expressly provided herein to the contrary (including with respect to such rights as are expressly granted to any Lender pursuant to this Agreement), nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between the City and the Lessee, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any Person not a party to this Agreement.

Section 13.13 Cumulative Remedies. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Section 13.14 Counterparts; Facsimile Execution. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the

fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

[Remainder of page intentionally left blank; Signatures follow]

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IN WITNESS WHEREOF, the City and the Lessee have executed this Agreement as of the Commencement Date.

CITY:

LESSEE:

CITY OF PONTIAC, a Michigan municipal corporation

PhoenixrisingPontiac, LLC a Michigan limited liability company

By: _____

Deirdre Waterman

Its: Mayor

By: _____

Brien Wloch

Its: Manager

Dated: _____, 2021

Dated: _____, 2021

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SCHEDULE 1

DESCRIPTION OF GARAGE

A parking structure occupying space under and on the following described parcel of land, and being more particularly described as follows;

(TO BE PROVIDED)

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SCHEDULE 2A

MAINTENANCE STANDARDS

Lessee, at its expense, shall take good care of the Premises and make necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises in good repair and condition in accord with Lessee's use, any prior use, the elements, or the age of the Premises, subject to ordinary wear and tear; in material compliance with all Applicable Laws, understanding that the Premises is currently in extreme disrepair and any maintenance and/or repair will need to be completed in a time and manner which will be cost effective and commercially reasonable, the timing and manner of which will be in Lessee's sole discretion.

(a) It is understood that the Premises include, without limitation, the exterior walls around the garage and located on the Land and all components of the garage, and without limit all architectural, structural, mechanical, electrical, and plumbing systems. Lessee shall not charge City for the maintenance, repair, and operation of the Premises described herein.

(b) Except as expressly set forth in this Lease, City shall have no obligation to maintain or repair the Premises or the Equipment in any way, and City shall not under any circumstances be required to build or rebuild any improvement on the Premises, or to make any repairs, replacements, alterations, restorations, or renewals of any nature or description to the Premises, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto in connection with this Lease.

(c) Despite the foregoing subparagraph (b), if City in the exercise of any rights provided in Article 6, the City make material alterations to the Plaza and Amphitheater, then the City shall have the obligation to make necessary structural and non-structural alterations and improvements to those portions of the garage which are affected by the City's exercise and shall maintain in full force and effect any and all licenses, permits and other authorizations required by any Governmental Authority with respect to City's operation of that portion of the garage, plaza and amphitheater.

(d) Lessee shall complete the following initial capital repairs to the garage within six (6) months of Commencement Date of the lease; (1) Lessee shall cause the lighting under the Garage that is appurtenant to and offering illumination to Orchard Lake Rd, to be improved in accord with the reasonable guidance of the City and the Michigan Department of Transportation; (2) temporary or partial electrical repairs and/or temporary power to permit service for safety lighting and temporary activities, until a complete plan for the electrical system is completed. All other initial capital repairs shall not be required for a period of two (2) years from the Commencement Date.

(e) The Parties acknowledge that certain components and elements of the garage provide access and service to both the parking operations and the use of the plaza and amphitheater, e.g. the Elevators. Lessee and City agree that the maintenance and repair of commonly shared components shall be allocated between the parties in proportion to the use of such components. In the event the Parties cannot agree on a percentage allocation of proportional cost the proposal for repair shall be submitted to a neutral engineer and planning consultant for recommendation. Until such time as these repairs are completed and access to the Plaza and Amphitheater are facilitated through the Garage, the Lessee, in its capacity as owner of the Ottawa Towers, shall grant reasonable ingress and egress through the Ottawa Towers to the City and its invitees for scheduled events with the prior consent of Lessee, which shall not be unreasonably withheld, provided that the City shall provide commercially adequate insurance and security for said activities.

(f) Lessee shall maintain in full force and effect any and all licenses, permits, and other authorizations required by any Governmental Authority with respect to Lessee's operation of the Premises and the Equipment.

(g) The Garage, and the Equipment used in connection with the operation of the Garage, shall, at all times during the Term, be under the direction and supervision of an active operator, who may be Lessee or a Parking Manager, with the expertise, qualifications, experience, competence, and skills to manage, operate, and maintain the Garage and the Equipment used in connection with the operation of the Garage in accordance with the terms of this Lease. At Lessee's election and expense, Lessee may engage a Parking Manager to manage the Premises on Lessee's behalf pursuant to a Parking Management Agreement; provided, however, the Parking Manager shall at all times be subject to the direction, supervision, and control of Lessee, and any delegation to the Parking Manager shall not relieve Lessee of any obligations, duties, or liability hereunder. Any Parking Management Agreement between Lessee and Parking Manager will be subject and subordinate to this Lease and shall by its terms terminate without penalty at the election of City or the Parking Manager upon fifteen (15) Business Days' notice to such Parking Manager or City, as applicable, upon the termination of this Lease.

(h) Nothing contained in this Lease and no action or inaction by City shall be construed as (i) constituting the consent or request of City, expressed or implied, to any contractor, subcontractor, laborer, materialman, or vendor to or for the performance of any labor or services or the furnishing of any materials or other property for the construction, alteration, addition, repair, or demolition of or to the Premises or any part thereof; or (ii) giving Lessee any right, power, or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against City in respect thereof or to make any agreement that may create, or in any way be the basis for, any right, title, interest, or lien upon the estate of City in the Premises, or any portion thereof; provided, however, that the foregoing shall not be construed to prevent mechanic's or materialman's liens that arise by operation of law on property of Lessee, if the obligation secured by such laws is paid on or before the date when payment is due.

SCHEDULE 2B

OPERATING STANDARDS

General. The scope of services to be performed by the Lessee (either directly or through the Operator) under this Agreement includes all services necessary for the management and operation of those portions of the Garage that are, at any time, actively open to the public, including but not limited to operation of cashier booths if any, staffing, training, providing customer service, performing revenue control, providing all necessary equipment, maintaining equipment and performing all other activities normally associated with the management, operation and maintenance of paid parking facilities. These standards shall become effective with respect to those areas of the garage that become active as a result of future improvements or alterations and shall be reasonably applied and scaled to the scope and active use of the open areas in the garage.

Operations Plan: The Lessee shall provide an annual plan with respect to the operations and maintenance of the Garage (the "Operations Plan") and shall submit such Operations Plan to the City for its approval in accord with Section 1.11 of the Lease. All elements of the Garage must have an appropriate maintenance and repair program/plan to provide a safe and satisfactory level of service and maximize their service life in accordance with these Operating Standards, and there must be a plan developed to provide high-quality customer service for all users comparative to other parking facilities of similar age and condition in the Southeast Michigan market. All necessary operations and maintenance activities shall be carried out in a good and workmanlike manner with an aim at continuous safety for users of the Garage and sustain and increase the value of the Garage as an asset. Lessee must furnish sufficient qualified and trained employees to satisfactorily perform the Parking Garage Services required. The Lessee must provide continuous supervision of all staff, with staffing levels maintained in the annual plan approved by the City. All staff must be courteous and competent when interacting with the public and employees and must present a clean, neat, orderly and professional appearance at all times. The Lessee shall employ qualified and trained personnel to assure high quality standards of service to the public, including employing sufficient staff to limit queuing at all entries and exits to levels.

Uniforms/Badges. The Lessee must provide for its staff name identification badges, and uniforms with woven identification insignia. The Lessee's employees must wear these uniforms and identification badges at all times while performing services that require interfacing with the public in the Garage.

Reporting Accidents or Thefts. The Lessee must report to the City in writing and within 24 hours of its notification, all accidents or thefts that occur in, on or at the Phoenix Center Garage. Such reports shall set forth all details of the accident or theft, including, but not limited to, vehicles involved, date, time, the injury or damage, (if any) and description of items stolen. In addition, if death or serious injury or damage is caused, the accident must be immediately reported by telephone to the City. In the event any claim is made by persons against the Lessee arising out of any accident or injury in, on or at the Phoenix Center Garage, the Lessee shall promptly report such claim in writing to City. In addition, the Lessee shall promptly furnish the City with copies of all accident reports given to the Lessee's insurance carriers.

Questions/Complaints. The Lessee must promptly notify the City of any written complaints received by the Lessee regarding the Lessee's performance of its responsibilities and its provision of services under this Agreement. In response to any such complaints, the City may require the Lessee to take such reasonable action as the City deems appropriate in the particular circumstance. The Lessee must thereafter take the necessary steps to comply with directives that are valid and reasonable.

Hiring and Staffing Standards.

1. Hiring Standards - The Lessee shall not hire or retain employment from any person who does

not possess a valid drivers' license or who has been convicted of a theft-related felony or who tests positive for any illegal drug or alcohol abuse.

2. Personnel Records - The Lessee shall maintain accurate and detailed records of personnel and staffing. These records shall include benefits paid, training received, disciplinary actions and performance reviews.
3. Training - Lessee will provide basic training and customer services classes to all the Lessee's employees working at the Phoenix Center Garage. Training and customer services classes are an Operating Expense.
4. Annual Substance Abuse Testing and Motor Vehicle Report. Prior to hiring and on an annual basis thereafter, all of the Lessee's employees must be tested for drugs and alcohol. These tests shall be random. The Lessee must verify prior to the hiring and at least once during each calendar year thereafter that the employees of the Lessee designated to operate motor vehicles while at work each have a valid drivers' license and have not received multiple moving violations within the past year. Annual Substance Abuse Testing and Motor Vehicle Reports are Operating Expenses.
5. Use of Pontiac Jobs Pipeline. Lessee shall use the Pontiac Jobs Pipeline as a source of recruiting employees for general positions and use all best effort to retain residents of Pontiac where credentials are equal to or greater than other applicants.

Maintenance. The Lessee shall, in good and workmanlike manner and unless otherwise requested by the City, provide the following, the costs for which shall be incurred as an Operating Expense in accordance with the applicable approved annual plan: (i) all housekeeping for the Property, (ii) snow and ice removal for the Property and appurtenances (including driveways) as necessary, (iii) replacement of light bulbs and ballasts, (iv) periodic drain rodding, (v) periodic pressure washing of the garage interior, (vi) routine maintenance of the fire control system and extinguishers, and (vii) all routine repair and maintenance as reasonably required of any of the following, if used in connection with and located in the Property: (x) power sweeper, power scrubber and utility golf cart and/or tractor (collectively, the "Garage Vehicles"), (y) overhead garage doors, and (z) parking and revenue control equipment. Lessee shall keep the Phoenix Center Garage and appurtenances, including driveways, in a clean condition and in compliance with the local ordinances.

Signage Requirements: The Lessee shall install and maintain, in compliance with applicable Law, informational and directional signage at the Garage to, at a minimum, assist customers in locating, to the extent not objectively obvious, payment equipment, points of entry and exit within the Garage, the exit from the Garage where the location of any of these is not clearly visible from all areas of the Garage, and rate and payment instructions. All signage plans must be approved by the City in advance (such approval not to be unreasonably withheld or delayed) and within 30 days of submission by Lessee of such plans or otherwise such plans shall be deemed approved by the City.

Customer Relations: The Lessee shall at a minimum accept customer complaints via telephone, mail, e-mail and in person to staff at the Garage where and when present. Safety, security or accident-related complaints shall be recorded as they are received, with the Lessee maintaining a database of customer complaints.

Security and Communications: The Lessee shall promptly notify law enforcement in the event of an incident of criminal activity at the Garage. The Lessee shall develop and document policies and procedures to with a goal of ensuring the security and safety of the public utilizing the Garage. The Lessee must comply and

cooperate with all police investigations, including those that may involve City and/or the Lessee's employees. Temporary access to the Garage must be provided free of charge to all police cruisers, fire equipment and unmarked police cars while conducting official business. The Lessee is expected to cooperate with any ongoing investigations. All surveillance video, swipe card information, or other relevant information will be able to be viewed, queried, and recorded by the Police so as to aid in criminal investigations and for the general public safety. This information should be available immediately for routine patrol and upon request for criminal investigations. The Lessee shall be responsible for maintaining a means to communicate with its employees in the field.

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SCHEDULE 3

MEMORANDUM OF LEASE

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SCHEDULE 4
AUTHORIZATIONS

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SCHEDULE 5

EXISTING PERMITTED CITY ENCUMBRANCES

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SCHEDULE 6

DEPICTION OF PLAZA AND AMPHITHEATER

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#2

**SUBCOMMITTEE
REPORT**

Council members: Chair Doris Taylor-Burks, Megan Shramski and President Kermit Williams
Mayor: Deirdre Waterman
DPW Director: Dan Ringo
Deputy DPW Director: Al Cooley III
City Engineer: Abdul H Siddiqui, P.E.
Attorney: Matt Gibb

Start: 1:50 p.m.

DEPARTMENT OF PUBLIC WORKS SUBCOMMITTEE NOTES

February 19, 2021

1. Review of the City Disaster Plan.

This is an item which will need to go before Council.

Council approved the document, but some changes have been made. The Deputy Mayor is no longer here. The Plan has been modified and revised for Council's approval after the County reviews it, not much of a change.

Council's staff should be put into the Plan, so that they can be a part of the plan and receive notifications.

A Public works checklist is included.

2. Upcoming Projects

MDOT Funded and Let Projects

Location	Description	Estimate	Funding
Orchard Lake	Signal Modernization	\$ 1,220,764.60	MDOT 97%
Walton	Concrete Rehab	\$ 3,700,000.00	MDOT 80%
Critical Bridges	University Dr and Kennett Rd	\$ 400,000.00	MDOT 95%

City Let Projects

Location	Description	Estimate	Funding
Mill	Concrete Reconstruction	\$1,000,000.00	Oakland County Partial
Vanguard	Concrete Reconstruction	\$500,000.00	City Act 51
W Columbia	Asphalt Overlay	\$500,000.00	City Act 51

Local Streets

(Cherry

Hill, Starlight,

Fairmount, Bynan,

Gambrell, Grandville) Asphalt Rehab/Reconstruction \$1,500,000.00 City Act 51

CDBG Sidewalks Sidewalk Replacement \$356,000.00 CDBG

CDBG Senior Centers	Parking Lots Reconstruction	\$265,000.00	CDBG
Downtown Sidewalks	Sidewalk Replacement	\$200,000.00	FDCVT Reimbursement
Phoenix Center	Tunnel Lighting	\$163,020.00	FDCVT Reimbursement
City Hall	Treasury Office Renovation	\$125,000.00	City Capital Improvements
Major Streets (TBD)	Asphalt Rehab	\$ 2,000,000.00	City Act 51
CRT Maintenance	Rehab of CRT through Pontiac	\$600,000.00	Wilson Foundation
Collier Road Landfill	Rehab of drainage channels	\$200,000.00	City Landfill

FedEx is not contributing to the Vanguard project.

The W. Columbia project will be combined with another project and have one contractor to be efficient.

Reallocation of Carriage Circle CDBG funds.

There is a distressed cities and villages grant.

The Phoenix Center tunnel lighting requires the power grid to be upgraded and the cost, approximately \$4million.

The work- stations in Treasury to be replaced and the counters to become ADA compliant.

Several streets throughout the city

The City will bid out the CRT Maintenance project as everything else is the Friend's Group

Collier Road Landfill

Looking to apply for critical bridges. Resolution coming next month. Preventative maintenance.

Engineering contracts around October, November and contract extensions.

Emergencies as they come up will be brought to Council.

3 MDOT's efforts for Perry St.

MDOT is putting a group together to discuss how improvements can be made to Perry St.

Councilwoman Miller is to be put on that list, the Council President and Dr. Taylor.

Money was allocated in the budget for a feasibility of Ewalt Center.

A feasibility study was requested again for the Ewalt Center. The Administration was unaware that money was put into the budget. Documents referencing the same to be sent.

City applying for MDOT safety funds, Baldwin, MLK and Auburn and will look into other options.

Is anyone opposed to Roundabouts? Thinking about Golf Dr, Fairfax and Bagley. Looking to reconstruct Golf Drive in a year or two and get safety funding.

GFL bills and letters are still being sent. The Mayor and DPW will contact them to inquire as to why this is still happening. A copy of the letter to be provided to the Administration.

Adjourned: 2:38 p.m.

#3

**SUBCOMMITTEE
REPORT**



WATERFORD REGIONAL FIRE DEPARTMENT

2495 Crescent Lake Road • Waterford, MI 48329

Phone: 248.673.0405 • Fax: 248.674.4095

www.waterfordmi.gov

Matthew J. Covey, *Fire Chief* • Carl J. Wallace, *Deputy Fire Chief* • John R. Phebus, *Fire Marshal*

MONTHLY FIRE DEPARTMENT REPORT For the City of Pontiac January 2021

Total Pontiac Fire Station calls - month: **324** Average Response Time **5.17** per call

Total calls for Pontiac Stations - YTD: **324**

City Calls: Fires: **11** EMS: **206** False Alarms: **29** Other: **78**

Pontiac YTD, Fires: **11** 3.40% EMS: **206** 63.58% False Alarms: **29** 8.95% Other: **78**

Total: **324**

<u>Month Count</u>	<u>Response Times YTD average</u>	<u>YTD Count</u>
FS-6: Fires -1	5.37	1
EMS -42	4.44	42
FS-7: Fires -4	3.57	4
EMS -78	5.27	78
FS-8: Fires - 2	4.36	2
EMS - 46	5.31	46
FS-9: Fires - 4	4.54	46
EMS -31	4.54	31

Fire Injuries to personnel: 0

Fire Injuries to civilian: 0

Notable Event:

- Ordered a new command vehicle for the Pontiac District
- Ordered a new fire engine through Sutphen Corp out of Ohio 12 to 14 month expected delivery
- Training division is working on an Officer Development program for 2021

DISPATCH	21-Jan	21-Feb
Abdominal Pain	29	
airmedical transport		
ALLergies	3	
ALTERED MENTAL STATUS	7	
Animal bites	1	
Assault	27	
Invalid assist	2	
Pedestrian struck by Auto		
Back Pain	102	
Breathing Problems		
Boating Accident		
Burns		
Cardiac Arrest	15	
Chest pain	71	
Choking	2	
CO poisoning	1	
Seizures	44	
Diabetic Issues	25	
Drowning		
Electrocution		
Eye issues		
Fainting		
Fall Victim	57	
Fever		
Fire		
Headache	1	
Heart Problems	15	
Heat/Cold Exposures	3	
Hemorrhage from Laceration	16	
Industrial Accident		
Medical alarms	5	
MCI		
Ingested Poison		
Non Emergent requests		
Overdose	29	
Pregnancy/Childbirth	9	
Psychiatric Problems	37	
Respiratory Arrest		
"Sick" Person	165	
Standby		
stab/Gunshot Wound	5	
Stroke/CVA	20	
Traffic Accidents	21	
Palliative care	29	
Traumatic Injury	11	
Unconscious/unknown cause	29	

UNKNOWN	9	
"Person DOWN"	16	
Sexual Assault		
Well Person Ck	2	
total	808	

	21-Jan	21-Feb
48340	5.1	
48341	4.8	
48342	4.9	
Monthly	4.9	
48340		
48341		
48342		
Monthly		

#5

DISCUSSION

101-255-816,007

20-01799

Sherman J Taylor PC
United States

Sherman J Taylor PC

Garland Doyle
47450 Woodward Ave
Pontiac, MI 47450

Balance \$13,500.00
Invoice # 1002427
Invoice Date December 4, 2020
Payment Terms Due on Receipt
Due Date December 04, 2020

City of Pontiac

Securely pay online with your credit card
<https://sherman-j-taylor-pc.mycase.com/xvf89tbw>



Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
09/15/2020	ST	Application Review	Botanical Gardens (4.5) / Family Rootz (4.5) / Family Rootz 5 (4.5) / PGSH Holdings (4.5) / Natures Gold 13 (4.5) / Misty Mee 2 (4.5) / Pharmaco 1 (4.5) / Natures GoldP 1 (4.5) / Family Rootz 2 (4.5) / PharmacoF (4.5)	\$60.00	45.0	\$2,700.00
10/01/2020	ST	Application Review	CC Application Review: Ceasar's Garden (4.5) / Larren Investments LLC (4.5) / Misty Mee LLC "BloomCity Club Pontiac" (4.5) / OP Holdings II LLC (4.5) / PGSH Holdings LLC (4.5) / Prime 7 LLC (4.5) / Pure Life Solutions II LLC (4.5) / Rize Cannabis (4.5) / Southeast Provisioning Center LLC (4.5) / The Cured Leaf TC Inc (4.5) / The Dixie Depot (4.5) / Top Hill Compassion Center (4.5) / U-Versity Medz (4.5) / West Fort Holdings LLC (4.5) / Yellow Tail Ventures Inc. (4.5)	\$60.00	76.5	\$4,590.00

Approved
H. Doyle
12/7/20

11/01/2020	ST	Application Review	Downtown District Application Review: 3 Green LLC (4.5) / Battle Spring LLC (4.5) / Clean Roots LLC (4.5) / Common Citizen (4.5) / Detroit Medical Concepts LLC dba Kaleafa Pontiac (4.5) / Green Bronco III LLC (4.5) / Green Buddha II LLC (4.5) / Green Buddha/Marelus Brice (4.5) / Greenstone East LLC (4.5) / JDS Brothers LLC (4.5) / NN Property LLC (4.5) / JNN Property LLC (4.5) / Michigan Supply and Provisions (4.5) / Nature's Medicine (4.5) / Nature's Medicine (4.5) / New Gen Meds (4.5) / Pontiac Provisioning LLC (4.5) / Pure Roots LLC (4.5) / QPS Michigan Holdings LLC (4.5) / RTMC Enterprises Inc dba Northern Trellis (4.5) / RTMC Enterprises Inc dba Northern Trellis (4.5) / VB Chesaning (4.5) / Zenith Ventures LLC (4.5) /	\$60.00	103.5	\$6,210.00
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Totals: **225.0** **\$13,500.00**

Time Entry Sub-Total:	\$13,500.00
Sub-Total:	\$13,500.00
Total:	\$13,500.00
Amount Paid:	\$0.00
Balance Due:	\$13,500.00

Requisition/Purchase Order Information

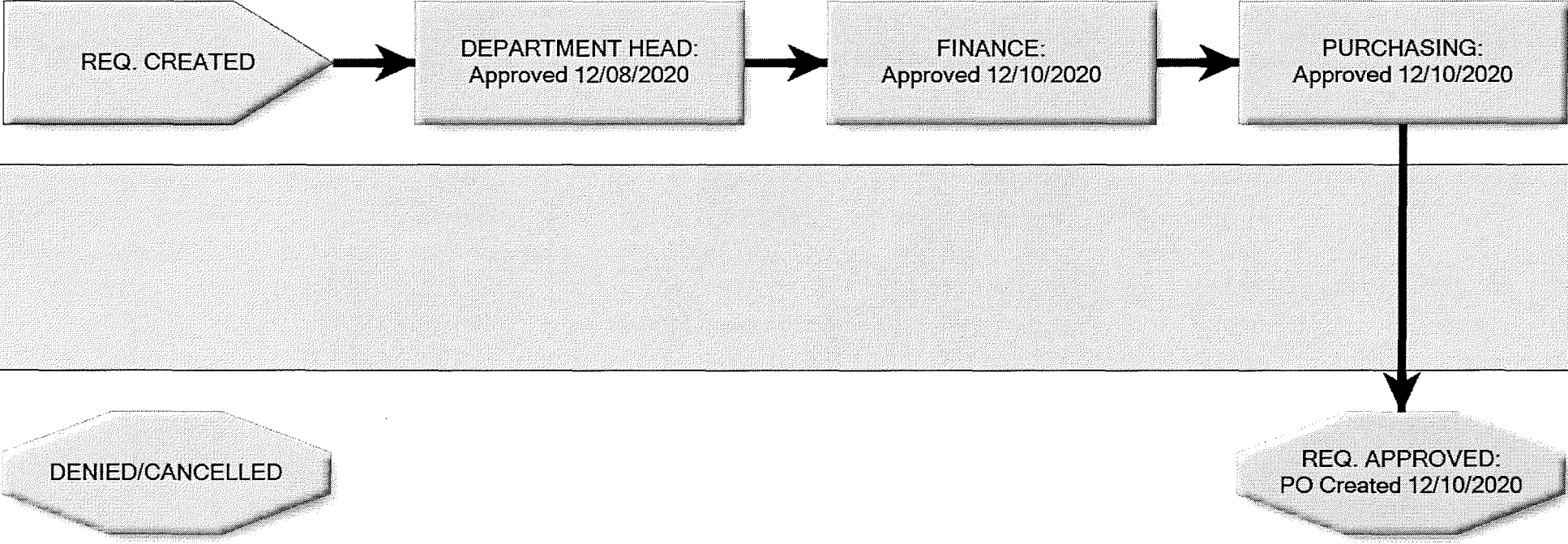
Req #: 20-01789 PO #: 20-01799 State: Purchase Order
Awaiting Approval From: N/A Status: Open

Journalized

1. Order Info 2. Bids 3. Approval 4. Receivers

Group: PONTIAC

Convert To PO Deny History [4]



101-255-816.011

giffels webster

28 W. Adams, Suite 1200
Detroit, MI 48226
(313) 962-4442

CITY OF PONTIAC
47450 WOODWARD AVENUE
PONTIAC, MI 48342
GARLAND DOYLE

Invoice number 122824 REVISED
Date 01/27/2021
Project No. 1985500

Project: CITY OF PONTIAC

For professional services through January 09, 2021

Description	Contract Amount	Fee Basis	Percent Complete	Total Complete	Previously Invoiced	Due This Invoice
Site Plan Review	\$75,020.00	Lump Sum	22%	\$16,200.00	\$0.00	\$16,200.00
Total	\$75,020.00			\$16,200.00	\$0.00	\$16,200.00

Due This Invoice \$16,200.00

Please see breakdown attached.

approved
[Signature]
2/8/21

Billing Through January 12, 2021 - Cesar Chavez District

Type	Number	Name	Fee
CC		Top Hill Compassion Center	\$675
CC		Southeast Provisioning Center	\$675
CC		The Dixie Depot	\$675
CC		West Fort Holdings	\$675
CC		Yellow Tail Ventures	\$675
CC		Rize Cannabis	\$675
CC		Prime 7	\$675
CC		Greenhouse Farms Pontiac	\$675
CC		OP Holdings II	\$675
CC		Misty Mee	\$675
CC		U-Versity Medz	\$675
CC		Caesars Garden	\$675
CC		Pure Life Solutions	\$675
CC		Herb Wealth	\$675
CC		Larren Investments	\$675
CC		PGSH Holdings	\$675
G		Pharmaco	\$675
G		Misty Mee	\$675
G		PGSH Holdings	\$675
G		Family Rootz	\$675
G		Family Rootz	\$675
G		Botanical Greens	\$675
P		Pharmaco	\$675
P		Family Rootz	\$675
Total			\$16,200

Requisition/Purchase Order Information

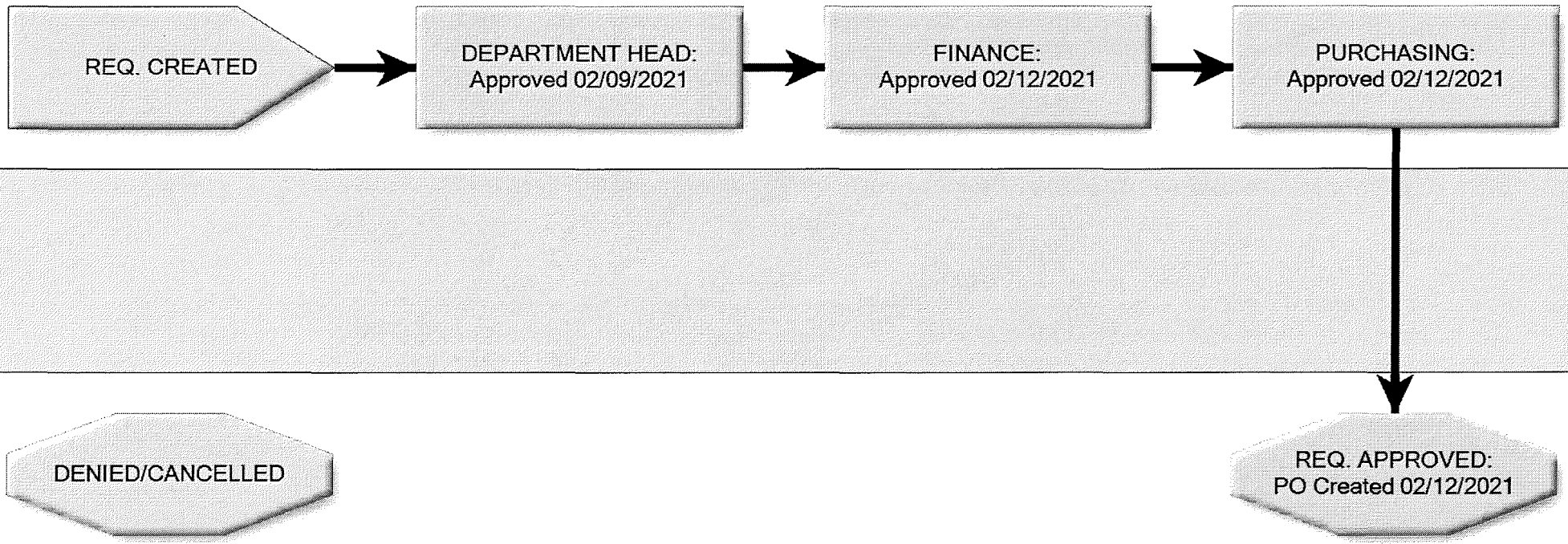
Req #: 21-00172 PO #: 21-00172 State: Purchase Order
Awaiting Approval From: N/A Status: Completed

Journalized

- 1. Order Info
- 2. Bids
- 3. Approval
- 4. Receivers

Group: PONTIAC

Convert To PO Deny History [4]



Viewing Existing Purchase Order

Save Cancel

Global Alliance Protective Group, LLC
 269 Walker Street, Suite 830
 Detroit, Michigan 48207
 Phone: 248-275-4419

INVOICE

Date: 1/31/2021
 Invoice nr: 301
 Client nr: 23

Bill to:
 City of Pontiac, Michigan
 47450 Woodward Avenue
 Pontiac, Michigan 48342

Invoice for Security Consulting and review of Medical Marijuana Facilities Security Plans

Date	Description	Price	Quantity	Amount
12/18/20	G-101	\$ 100.00	1	\$ 100.00
12/18/20	G-102	\$ 100.00	1	\$ 100.00
12/18/20	G-104	\$ 100.00	1	\$ 100.00
12/18/20	G-105	\$ 100.00	1	\$ 100.00
12/18/20	G-106	\$ 100.00	1	\$ 100.00
12/18/20	G-107	\$ 100.00	1	\$ 100.00
12/18/20	P-101	\$ 100.00	1	\$ 100.00
12/18/20	P-102	\$ 100.00	1	\$ 100.00
1/6/21	DT-101	\$ 100.00	1	\$ 100.00
1/6/21	DT-102	\$ 100.00	1	\$ 100.00
1/6/21	DT-103	\$ 100.00	1	\$ 100.00
1/6/21	DT-104	\$ 100.00	1	\$ 100.00
1/6/21	DT-105	\$ 100.00	1	\$ 100.00
1/6/21	DT-106	\$ 100.00	1	\$ 100.00
1/6/21	DT-107	\$ 100.00	1	\$ 100.00
1/6/21	DT-108	\$ 100.00	1	\$ 100.00
1/6/21	CC-101	\$ 100.00	1	\$ 100.00
1/6/21	CC-102	\$ 100.00	1	\$ 100.00
1/6/21	CC-103	\$ 100.00	1	\$ 100.00
1/6/21	CC-104	\$ 100.00	1	\$ 100.00
1/6/21	CC-105	\$ 100.00	1	\$ 100.00
1/6/21	CC-106	\$ 100.00	1	\$ 100.00
1/6/21	CC-107	\$ 100.00	1	\$ 100.00
1/6/21	CC-108	\$ 100.00	1	\$ 100.00
1/6/21	CC-109	\$ 100.00	1	\$ 100.00
1/6/21	CC-110	\$ 100.00	1	\$ 100.00
1/6/21	CC-111	\$ 100.00	1	\$ 100.00
1/6/21	CC-112	\$ 100.00	1	\$ 100.00
1/6/21	CC-113	\$ 100.00	1	\$ 100.00
1/6/21	CC-114	\$ 100.00	1	\$ 100.00
1/6/21	CC-115	\$ 100.00	1	\$ 100.00
1/6/21	CC-116	\$ 100.00	1	\$ 100.00
1/6/21	CC-117	\$ 100.00	1	\$ 100.00

Date	Description	Price	Quantity	Amount
1/12/21	DT-109	\$ 100.00	1	\$ 100.00
1/12/21	DT-110	\$ 100.00	1	\$ 100.00
1/12/21	DT-111	\$ 100.00	1	\$ 100.00
1/12/21	DT-112	\$ 100.00	1	\$ 100.00
1/12/21	DT-113	\$ 100.00	1	\$ 100.00
1/12/21	DT-114	\$ 100.00	1	\$ 100.00
1/12/21	DT-115	\$ 100.00	1	\$ 100.00
1/12/21	DT-116	\$ 100.00	1	\$ 100.00
1/12/21	DT-117	\$ 100.00	1	\$ 100.00
1/12/21	DT-118	\$ 100.00	1	\$ 100.00
1/12/21	DT-119	\$ 100.00	1	\$ 100.00
1/12/21	DT-120	\$ 100.00	1	\$ 100.00
1/12/21	DT-121	\$ 100.00	1	\$ 100.00
1/12/21	DT-122	\$ 100.00	1	\$ 100.00
1/12/21	DT-123	\$ 100.00	1	\$ 100.00
Total				\$ 4,800.00

Payment due upon receipt.
Thank you for your business!

*Approved
 by [Signature]
 2/8/21*

Requisition/Purchase Order Information

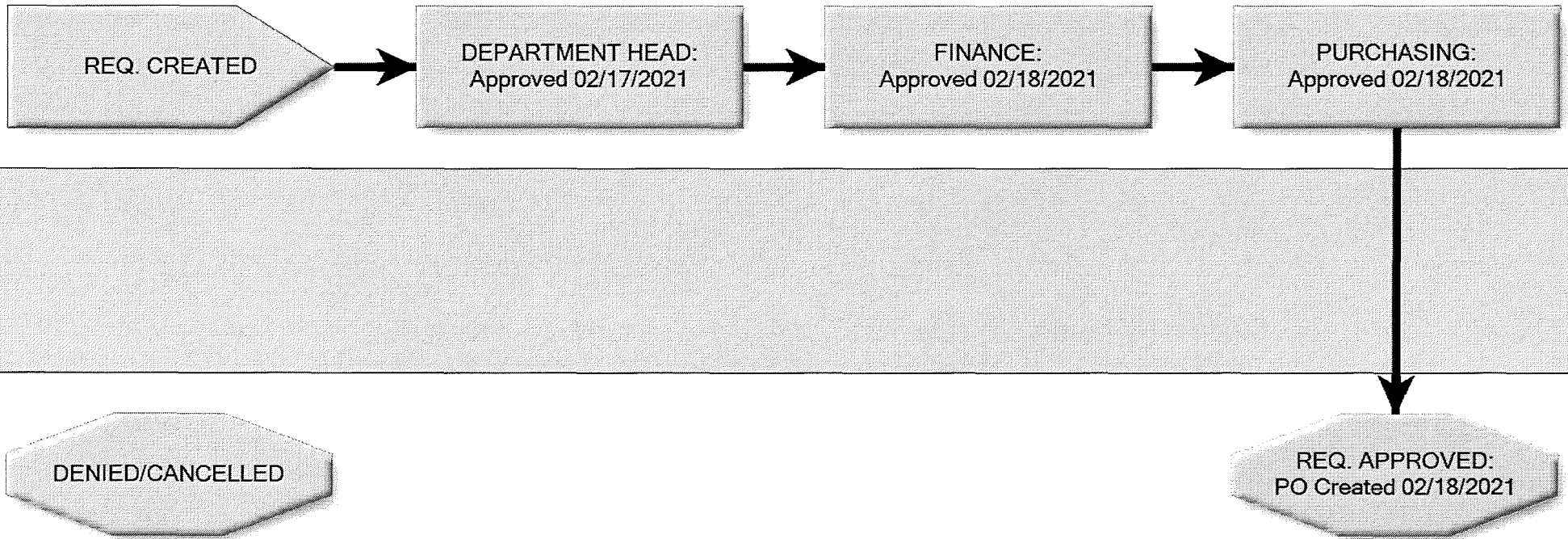
Req #: 21-00201 PO #: 21-00201 State: Purchase Order
Awaiting Approval From: N/A Status: Completed

Journalized

1. Order Info 2. Bids 3. Approval 4. Receivers

Group: PONTIAC

Convert To PO Deny History [4]



#6

**SPECIAL
PRESENTATION**



City of Pontiac: Downtown Sidewalk Snow Removal

03/02/2021

Downtown Sidewalk Snow Removal: New Division Policy

- ▶ Code Enforcement will enact our emergency Nuisance Abatement program to clear the downtown sidewalks of snow and ice once a snow emergency has been declared by DPW. This will take effect 48-hrs after the official snow emergency has been declared, and will only impact properties that have not cleared the sidewalk of ice/snow.

Snow Emergency Declared by DPW

Downtown Businesses have 48 hrs. to clear snow/ice from sidewalks

Emergency Nuisance Abatement Program enacted after 48 hrs. if snow/ice is not cleared

Code Enforcement Division coordinates with the City's Snow and Ice Removal contractor to clear all sidewalks that are still in violation.

Property owners will receive a Blight Ticket for failure to comply.

Cost of snow/ice removal will be applied to the property tax.

Downtown Sidewalk Snow Removal

- ▶ Code enforcement identified a total of 16 properties in the downtown area that qualified for emergency sidewalk snow/ice removal.
- ▶ Utilizing our emergency Nuisance Abatement program we were able to have all the sidewalks cleared of snow and ice

Enforcement

Number	Owner	Parcel Number	Address	City	State	Zip	Category
E210362	WADDELL, ROBERT G	64-14-29-426-016	125 N PERRY	PONTIAC	MI	48342-2336	COMPLAINT - SNOW AND ICE REMOVAL
E210355	177 PONTIAC LLC	64-14-29-279-021	177 N PERRY ST	PONTIAC	MI	48342-2337	COMPLAINT - SNOW AND ICE REMOVAL
E210346	RE FUND 29	64-14-29-476-015	23 N SAGINAW	PONTIAC	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210353	EDIFICE 34 LLC	64-14-29-258-022	34 OAKLAND AVE	PONTIAC	MI	48342-2043	COMPLAINT - SNOW AND ICE REMOVAL
E210348	WARCO HOLDINGS INC	64-14-29-479-010	50881 WOODWARD	Pontiac	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210351	81 NORTH PROPERTIES	64-14-29-429-021	81 N SAGINAW	PONTIAC	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210352	WOODWARD CLIFFORD BUILDING INC	64-14-29-429-020	83 N SAGINAW	PONTIAC	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210354	NORTH PERRY LOT	64-14-29-279-022	N PERRY	Pontiac	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210363	PONTIAC OSTEOPATHIC	64-14-29-426-021	N PERRY	Pontiac	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210349	46 N SAG HCP LLC	64-14-29-434-024	N SAGINAW	Pontiac	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210356	KEVADIYA PROPERTIES LLC	64-14-29-426-013	N SAGINAW	Pontiac	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210360	87 N SAGINAW HCP LLC	64-14-29-408-016	W HURON	Pontiac	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210361	MICHIGAN DEPT OF TRANSPORTATION	64-14-29-408-019	W HURON	Pontiac	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210357	RE FUND UNITED	64-14-29-413-004	W LAWRENCE	Pontiac	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210358	JBD INDIAN HILLS VENTUTRES	64-14-29-413-005	W LAWRENCE	Pontiac	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL
E210359	JBD INDIAN HILL VENTURES	64-14-29-413-006	W LAWRENCE	Pontiac	MI	48342	COMPLAINT - SNOW AND ICE REMOVAL

Downtown Sidewalk Snow Removal: Before Photos



Downtown Sidewalk Snow Removal: Before Photos



Downtown Sidewalk Snow Removal: Before Photos



Downtown Sidewalk Snow Removal: Before Photos





City of Pontiac: Downtown Sidewalk Snow Removal

03/02/2021

Questions?

#7

**SPECIAL
PRESENTATION**

February 2021

Medical Marihuana Application Review Status Update

A Process that follows the ordinance as approved by the voters that is fair, transparent and has integrity.

Cesar Chavez Overlay District Provisioning Center Applications Rankings to be announced on March 2, 2021

Application Status	Number of Applicants as of February 26, 2021	Review Phase
Grower	8	6 in Phase 5 2 in Phase 1
Processor	3	2 in Phase 5 1 in Phase 1
Secure Transporter	1	Application Denied
Safety Compliance	0	
Provisioning – Cesar Chavez	17	17 in Phase 5
Provisioning – Downtown	23	23 in Phase 3
Provisioning – Non Overlay	48	48 in Phase 2 and 3
Provisioning – Walton Blvd	15	Ready for Phase 2

Reviewer	Reviews Completed	Under Review	Ready for Review
Financial Advisor	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 7 Non Overlay		41 Non Overlay
Income Tax	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	48 Non Overlay	
Marihuana Regulations (50 th District Court & Liability Insurance)	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	48 Non Overlay	
Treasury	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	48 Non Overlay	



Office of the City Clerk
Garland S. Doyle
Interim City Clerk
(248) 758-3200

<http://pontiaccityclerk.com/medical-marihuana>

Reviewer	Reviews Completed	Under Review	Ready for Review
Code Enforcement	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 48 Non Overlay		
Planning	6 Grower, 2 Processor & 17 Cesar Chavez	23 Downtown	
City Clerk	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown		25 Non Overlay
DPW	6 Grower, 2 Processor & 17 Cesar Chavez	23 Downtown	
Security	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	25 Non Overlay	

Compliance	Reviews Completed	Under Review	Ready for Review
Legal Advisor	6 Grower, 2 Processor & 17 Cesar Chavez		
Planning Advisor	6 Grower, 2 Processor & 16 Cesar Chavez		

Unresolved Issue

The Planning Commission has not made a recommendation to the City Council about the proposed zoning map amendment to allow grower and processor facilities to locate outside of the Walton Blvd and Cesar Chavez Overlay Districts. The text amendment was submitted in January 2020. It has been seven months and still no action by the Planning Commission.

The Clerk will not be able to issue any grower or processor licenses (permits) outside of the Walton Blvd. & Cesar Chavez Overlay Districts until Ordinance 2363 the zoning ordinance for Medical Marihuana is amended. Conditional rezoning addresses non-conforming zoning issues. Conditional rezoning does not address the licensing statute in the zoning ordinance. The Clerk is obligated to follow ordinances as they are written. The Clerk will continue to review applications not affected by this issue.

Phases

Type of Review

What happens during the review phase?

Review Phase 1

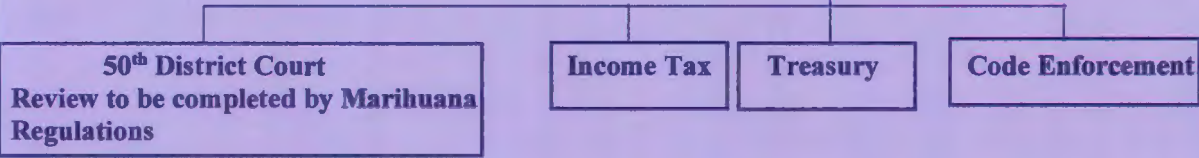
Content Review

Clerk staff will review application to make sure all information and exhibits have been submitted

Review Phase 2

Default Review

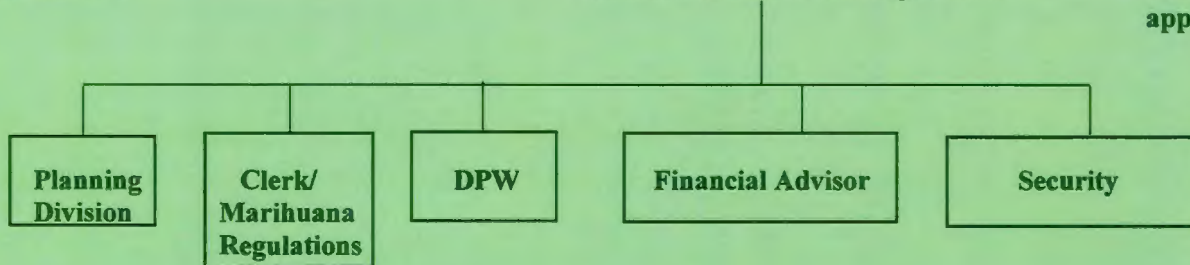
Staff from each department/division checks the applicant name and stakeholders to ensure they are not in default with the city



Review Phase 3

Evaluation and/or Scoring Review

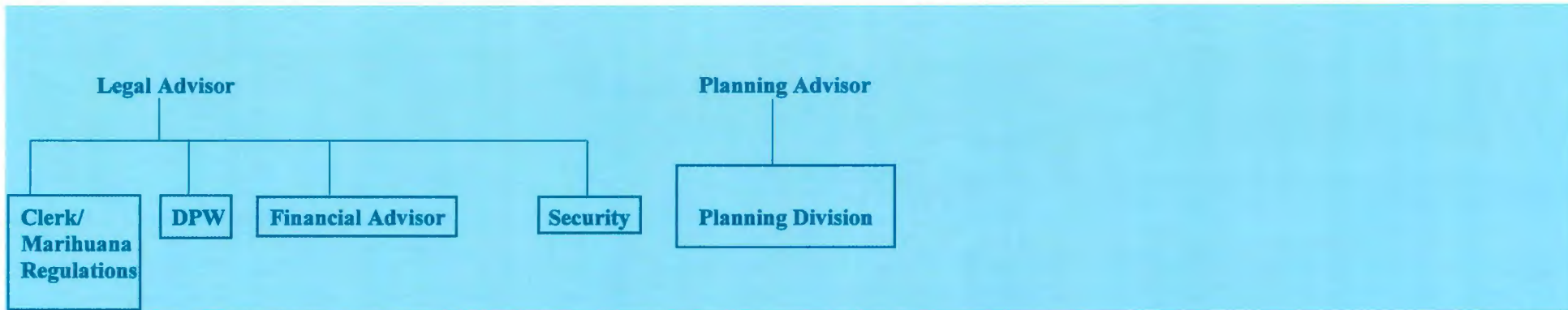
Evaluates and/or scores the relevant section of application



Review Phase 4

Compliance Review

Ensures that standards have been consistently applied by reviews

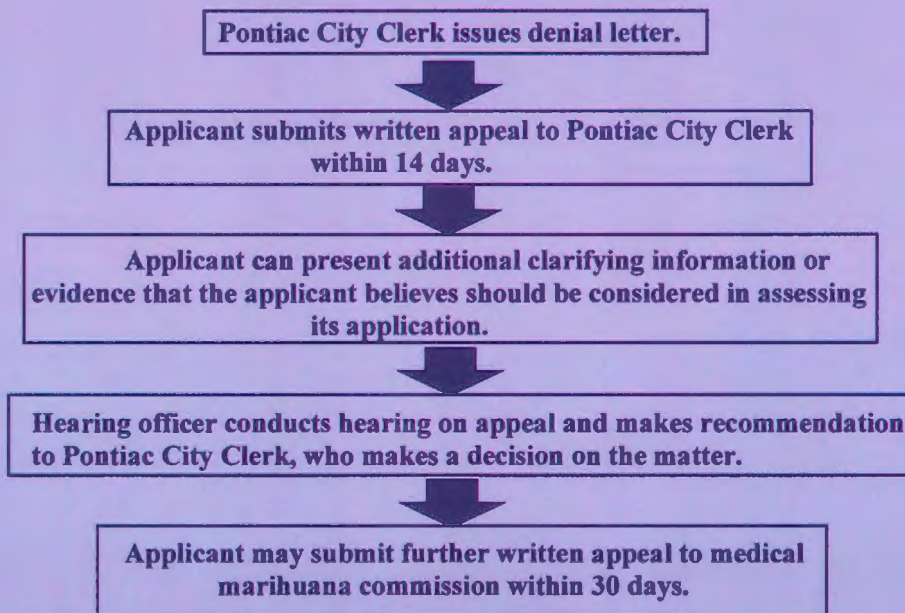


Review Phase 5

Conditional Approval, Notice of Deficiencies or Application Denial

If applicant receives conditional approval, they advance to Phase 7

PROCESS FOR APPEAL



Review Phase 6

**Site Plan Approval and/if necessary Special
Exemption Approval**

Review Phase 7

**Certificate of Compliance/Occupancy from
Building and Fire**

Review Phase 8

**Clerk issues a permit provided you have been
issued your pre-qualification from the State of
Michigan**

#8

RESOLUTION

Pontiac City Council Resolution



Whereas, Council Pro-tem Randolph Carter clearly, by example of a recent filing in the Oakland County Circuit Court on 2-23-202; does not understand the Governance of the Home Rule Charter of the City of Pontiac adopted May 27, 1981 when asking that Councilmembers Waterman, Pietila and Taylor Burks be removed or forced to resign form their seats for being involved with "Concealment"

Whereas the position of the ProTem is one, of leadership, for which he is unable to execute, filing lawsuits against those who voted in difference to how he feels, independently of their own free will, for what they feel is the best interest in constituents in their districts, when in fact the Pontiac City Council Code of Ethics "Encourage the free expression of opinion by all council members"

Whereas, there has been a violation of the Code of Ethics which he has signed, Regarding the Conflict of interest or at least appearance thereof a conflict of interest, in the lawsuit which was filed 02/23/2021 with Lawrence Jasper alleging that Councilmembers Waterman, Pietila and TaylorBurks have had or received information other than that, that has been provided to all.

Therefore be it resolved, Councilmembers Taylor Burks and Pietila, feel there is a clear lack of understanding and has been for some time, we are asking that Councilmember Carter be removed from his position as Protempore and an election take place on March 9, 2022 to fulfill that seat.

Approved, SCAO

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN	SUMMONS	CASE NO.
Oakland JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE		2021-186541-CB

Court address _____ Court telephone no. _____

Plaintiff's name(s), address(es), and telephone no(s). Lawrence F. Jasper II, Randolph Carter, and Omega Investments 265 Marlborough Bloomfield Hills, MI 48302
Plaintiff's attorney, bar no., address, and telephone no. Pro per

v

Defendant's name(s), address(es), and telephone no(s). City of Pontiac 47450 Woodward Ave Pontiac, MI 48342 248-758-3000
--

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in this court, Circuit _____ Court, where

it was given case number 12-130331-12, 2021-186197- and assigned to Judge Valentine, Warren

The action remains is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date	Expiration date*	Court clerk
------------	------------------	-------------

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

LAWRENCE F. JASPER II, RANDOLPH CARTER, AND
OMEGA INVESTMENTS LTD.
Plaintiff,

v.

THE CITY OF PONTIAC,
Defendant,
John Clark (P511356)
Giamarco, Mullins & Horton
attorneys for the City of Pontiac

EMERGENCY PETITION FOR A PRELIMINARY INJUNCTION AND TEMPORARY RESTRAINING ORDER ON THE CITY OF PONTIAC FROM CLOSING THE GLOBAL SETTLEMENT AGREEMENT AND TEMPORARY SUSPENSION OF THE MAYOR for HER ABUSE OF EXECUTIVE AUTHORITY REPLACING the P3 WITH CARTER'S ER with JASPER'S PROPOSAL by EQUITY ESTOPPEL for CITY of PONTIAC by FEBRUARY 25, 2021

Now comes the plaintiffs Lawrence F. Jasper II, CEO of Omega Investments Ltd. and Randy Carter, Councilman Pro Tem under this court's jurisdiction MCL 15.363(2) and MLC 15.271 Sec. 11 15.273 sec. 13, which provides that an action along with the Whistleblowers' Protection Act, act 469 of 1980 of the State of Michigan "may be brought in the circuit court for the county where the alleged violation occurred, the county where the complainant resides or the county where the persons against whom the civil complaint is filed resides or has his or her principal place of business", and in compliance with the national emergency crisis's.

The Oakland County Circuit Court also has subject matter jurisdiction over this matter pursuant to MCL 600.605 because the amount in controversy exceeds Twenty-Five Thousand (\$25,000) Dollars.

Venue is proper in this Court because the parties reside in Oakland County, Michigan and the events giving rise to the actions occurred in the City of Pontiac, County of Oakland, State of Michigan and are related to the courts order issued on November 1, 2018 called the Settlement Agreement.

General Allegations

1. In accordance with Title 5 US Code 2302(b)(8)(B)(I)(ii) and MCL 15.273(1)(3) and MLC 15.271 (1)(2)(4)
 - a. Plaintiffs request the Court to suspend or temporarily remove (Deirdre Waterman) the Mayor of the City of Pontiac and her associates and grant preliminary injunction on the grounds:
 - i. Irreparable Harm to Jasper and the Citizens of Pontiac
 - ii. Breach of Contract with City's RFP
 - iii. Equitable Estoppel of Jasper's P3 Proposal
 - iv. Fraudulent Concealment of the P3 in the Global Settlement Agreement (GSA)
 - v. Unethical, Fiduciary Duty, and Criminal behavior violations of Open Meeting Act (OMA)

(I) **ANY violation of any law, rule, or regulation; or**

On Feb. 16, 2021 at the City Council Meeting, a resolution to close on the Ottawa Towers I & II and the Phoenix Facility with a P3 in the GSA on Feb. 26, 2021. However, under fraudulent construction and concealment induced the City Council to pass a resolution on Nov. 17, 2021 and Nov. 21, 2021 giving the Mayor authorization to sign the GSA without a written contracts to review, ***based solely on her representation***, and entered into a purchase agreement with Dearborn and Dirt Realty to acquire the Ottawa Towers, respectively, ***hiding critical documents***.

The Mayor and her associates fraudulently concealed their illegal actions attaching the GSA to the original Settlement Agreement (SA) through attorney/client privilege, then held a illegal Real Estate Subcommittee Meeting, to incorporate the Mayor associates and circumvent Jasper's proposal for City's publicly announce partnership RFP, ***violating the OMA***. Then they duplicated Jaspers real estate strategies with her own people, preventing Jasper's P3 to financially stabilize the City, providing restitution to its Citizens, and initiating his vision to create a new era with his Little City platform, systematically depriving Jasper of the contract through her abuse of authority and theft.

In this meeting, the Mayor and her associates committed constructive and concealment fraud with purpose to close the GSA, also a play was put on by a few conspiring council members to eliminate anyone from receiving the proposed **RESOLUTION FOR THE PONTIAC CITY COUNCIL (RPPC)** and the **PARKING LEASE AGREEMENT (PLA)**. This was done by Councilwomen Waterman and Pietila displayed as an argument about how they were to get the agenda documents that showed up Feb. 15, 2021 after 5: P.M. while it seems innocent, it was not, as the Mayor used this as a way to change the subject, after disclosing a ***Complex Deal Security Provision and CASH***, which was not in the documents supplied to the City Council. In fact, ***Schedule 1, 3, 4, 5, and 6 and Ex. J Omitted*** were not in the closing packet, schedule 3 is a Memorandum of Understanding (UOM), which controls the PLA which controls the RPPC the Jurisdiction is incorporated into the UOM. Jasper received a copy from Carter on Feb. 15, 2021. **Ex. S-Z**

1. The Security Provision is for the collateral of the Parking Structure for the P3 to get Cash to close on Feb. 26, 2021. **Fraudulent concealment Ex. T, U**
2. The UOM uses the REGIONAL CONVENTION AUTHORITY ACT of 554 of 2008, which provides the Lessee all control of Pontiac's Capital Bonds, Workforce approval, grants, brownfields, etc. with no accountability to the City Council. **Concealment Ex. T, U**
3. The Circumvent of Jasper's P3 proposal illegally, through fraudulent constructive, induced, and concealment providing the right for Jasper to Invoke Equitable Estoppel on the City of Pontiac. **Ex. O**
4. Fraudulent Construction & Concealment of RPPC & PLA conspiracy to commit fraud, to send written copies to Council Member homes, ***but not provide the public review***, legally. **Ex. N Video**
5. Gibb lies about the extension and cover up the GSA closing with intent to defraud the public, by stating they work all weekend to complete the PLA, ***but it was really the "Master Lease" in the P3***. **Ex. T & W**
6. The creation of Pontiac Investment Properties (PIP) was never disclosed by the Mayor or Gibb her hired economic development specialist and shares the attorney/client privilege of the GSA. **Ex. W**

(ii) **Gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.**

The Mayor and her associates have violated many laws, rules and regulations and have put the Citizens of Pontiac in harm's way. Councilman Pro Tem Randy Carter (Carter) and Larry Jasper, CEO of Omega (Jasper) disclosed this through their affidavits and in a lawsuit against the Mayor and her associates of illegal actions to protect Pontiac and Jasper from imminent and irreparable damage by the Mayor and her abuse of authority, gross waste of funds and mismanagement in the Settlement Agreement (SA), attached to the GSA, and the Private Public Partnership (P3) created in Pontiac's Request For Proposal (RFP) an open public contract with the City, on Dec. 16, 2019. Jasper and Carter filed lawsuits in 12-130331-CH on Feb 1st, averted Feb 4th closing, resubmitted it Feb. 4th 2021-186197-CB, changed to CZ classification (Business Not Specified), resubmitted after Feb 16th disclosure, **business specified P3.**

The Emergency petition for this cause of action is to stop the Mayor and her associates from abusing her authority to duplicate Jasper's RFP, who is now invoking equitable estoppel and to stop the Mayor from signing the GSA who received such authority with fraudulent concealment and intent to harm Plaintiffs. The Mayor is authorized to sign the GSA in its present form **shall be irreparably harm Jasper and the Citizens of Pontiac Ex. A-Z**

The material facts were hidden under attorney/client privilege of SA, CSA, and illegal actions cause injury to the complainant. A clear, concise, unequivocal proof of act, which in no way involves implication. On Feb 16, 2021, the City Council received 2 packages to be approved in a resolution on Feb. 23, 2021, those packages were hidden from the public and fraudulently conceal which contains the material facts supporting Jasper's Equity Estoppel, MISSING DOCS are critical to GSA. <https://livestream.com/accounts/23181508/PontiacTv/videos/217640490> more importantly the closing enacts a seal of confidentiality through **Mich. Compiled laws Act, corp. tide into SA & GSA.**

Carter and Jasper filed the new lawsuit in the Circuit Court on Feb. 4, 2021 it exposed illegal, corrupt, hidden actions that were taken by the Mayor and her associates. The following day a Front Page News article that..(exposed) the Mayor and her associates for the fraudulent concealment of those illegal material facts that ..(support) unjust inducement, done in a way to look legal, but were not the Mayor's abused authority on Nov. 17, and Nov. 21, 2021. They tried to stop Carter and Jasper with little legal trick like not notifying Jasper dismissals without notification, and fraudulently misrepresented it on Feb. 16, 2021. Gibb states lawsuit and article caused change, publicly they were after the change **INTENT TO FRAUD, CONCEALMENT, CONSTRUCTIVE, MISREPRESENTIVE, for \$\$\$\$ Ex. N, X-Z.**

Those dates specify the approval of resolutions that..(gave) the Mayor complete authority to sign on behalf of the City as a "party" on the GSA contract, they approve a sale to her associates PA, granted a P3 undisclosed of its contents, and incorporated a "Master Lease" hidden in the middle to control the GSA committing induced fraud. Both the GSA and the Land Contract were not available during the resolution session as voting took place on zoom. The City Council voted on them and they did rely on the Mayor verbal communication. The verbal communication did not disclose the material facts of the contracts and in doing so committed constructive fraud. **Ex. E paragraph 6.**

Jasper RFP was similar but helped the people that..(why) they copied his technique they wanted it for themselves. The material facts were hidden. The Co-Barrower deal Jasper proposed day one. Various funding mechanisms for the P3 combining Ottawa Towers lease revenue to get a Letter of Credit (LOC), taking title together, so we could build the connector. **Ex. G** The P3 wasn't supposed to cripple the citizens, using Jasper's technique. Our MOU invoked the Partnership Act as its guiding law rather than Regional Convention Facility Authority Act of 2008. The "Master Lease" was not disclosed until after Feb. 15th, it was hidden in Ex. C of the GSA for a reason. The change came after the first filing...(fraud), claimed they had come up with a better deal all CASH. **The Mayor really use the same Collateral "the Phoenix" to create a financial "Instrument" without any equity.** Thereby, misrepresenting and fraudulently concealed it from the public and purposely left out those documents on Feb. 16, 2021, whether it was an Exhibit or Schedule, another form of reference **omitting controlling doc's** or supplying them IS MATERIAL facts, a form of Fraudulent Concealment the Mayor and associates participated in misleading City Council. **Ex. E, J, U-Z**

The Mayor's and her associates' vision were to strip the City of Pontiac of everything; Cash, Capital Bonds, Assets, Equity, it's Use, steal the real estate ASSETS of the Phoenix Facility and... That (of) the Ottawa Towers I & II, most importantly strip the future Mayor and its council members power, legal remedies, oversight, and the ability to cancel such agreement. These were hidden elements within the material facts not disclosed by the Mayor and associates. They wanted to be millionaires, systematically harming the community like a pack of wolves. While they claimed to the taxpayers there would be no cost for the repairs, fraudulent in statement, in accordance to the Parking Lease Agreement: Fraudulently misrepresented and on Top of that 3.4 ref. Schedule (3) MOU (Missing) **Ex. X-Z**

In Sec. 3.4 it indicates that the Lessee is do "Concession Compensation" if more than 5% of the parking structure is not usable, presently the N side of the Parking structure is unusable until the repairs are completed. In Sec. 5 it states the Lessee sets the price per space, thereby the City is penalized for approximately \$13K a day, \$390K a month and 4.7M a year

Initially they were contained in a land contract issued to DEARBORN, DIRT REALTY, and T2 (associates) using a private equity group for NY and/or its affiliates in Chicago, Tokyo, Houston, Hong Kong etc. The land contract had \$400,000 dollars down, however between the associates they were receiving over \$585,000 dollars, \$100,000 up front and min. of \$315,000 dollars in interest fees. The City was providing a land contract at 3% for \$7M, while the City was getting a \$6.2M loan at 12%. It's plain and simple stealing from the people, it was bad, the city also receives *no equity interest in the Ottawa Towers or the Phoenix Facility. They shall* but if Jasper is the P3 we pay it back and update repairs in the process, with \$20M dollars, the Mayor used constructive fraud unfairly. **Ex. E, F, J, K, L, X-Z**

The Mayor gave her associates special consideration and unfair application to the RFP process. On Dec. 10 2019, she prepped the City Council. On Dec. 23, 2019 she verbally rejected Jasper's RFP misrepresenting it and indicating it had no chance. On Dec. 30, 2019 President Kermit Williams (Williams) of the City Council agreed to allow Jasper to present his Proposal. On Jan. 7, 2020, the whole executive branch came to eliminate Jasper's opportunity to sell the RFP to the Council, spending 23 minutes before the council meeting began to get a close door session in

violation of OMA. The Mayor did get her way and did fraudulently misrepresent Jasper's RFP by indicated she was still considering it, but never once contacted Jasper, until she had fired and hired people to stop Jasper. **Ex. N**

The Mayor fired the Purchasing Agent overseeing the RFP process, dismissing and did not pay the counselor for the City Council, to ensure meeting were proceeding properly. In February she hired Matt Gibb and Dan Ringo neither approved by City Council both representing bodies involved with REDICO and Oakland County who work with the private equity group now being used in the Phoenix Facility. The Mayor, Gibb, and REDICO took 32 years of tax abatement eliminating the 425 agreement and hurting the taxpayers of Pontiac. Both of them were to interfere separate, slander, and misrepresent anything Jasper said and did injuring Jasper and creating a lot of damage, while the Mayor misused her authority to try and force Garland the Clerk to break the law by giving Glenwood an illegal Marijuana license so she could leverage Councilwoman Burks vote 1 vote. The mayor induced fraud by granting benefits to her relative Councilwoman Waterman and guaranteeing support to Councilwoman Pietila to keep her seat 2 votes. Then you have Councilwoman Shamanski who was coerced because of the DEFAULT of the SA, all of which led up to the Council vote to give her authorization to sign the GSA, bringing in her associates as consultants after initialzing an illegal Real Estate Subcommittee meeting in violation of OMA, illegal. **Ex. A-D, E, F, J, I, L, K, M**

2. Breach of Fiduciary Duty

On Dec. 10, 2019, the Mayor of Pontiac (Mayor) presented her associates Brian Wloch and Bob Waun (Real Estate), their plan to purchase the Ottawa Towers I & II using the City's Capital Bonds. The Mayor abused her authority as the City's CEO, also breach her fiduciary duty to the Council, and violated MCL 15.270, MCL 15.272 even though she was questions by the City Council's attorney Ms. Sharp that it was illegal to provide an unfair advantage to any group prior to the open contract bid offered by the City, which was to be submitted on Dec. 16, 2019. The Mayor abused her power and grossly wasted City funds, **and in doing so created a specific danger to public health or safety** in telling a half lie knowing she was fraudulently concealing the plan to create an enterprise with a (3rd party private equity group with offices and affiliates in NY, Chicago, Hong Kong, etc. all using newly created LLC's), another associate.

Ultimately the Mayor and her associates created a "Financial Instrument" using the Phoenix Facility, that is (When) controlled by a "Master Lease (ML)" on Nov. 21, 2021 **Ex. E**, and a "Parking Lease Agreement (PLA)" **Independent of the Land Contract Ex. X & Y** on Feb. 16, 2021 for the enterprise. **Ex. Z** The Mayor and her associated scheduled an illegal City Real Estate Subcommittee Meeting on Sept. 15, 2020 **Ex. A-D** in violation of OMA, to take advantage of the attorney client privilege in the SA. **Ex. I** The Mayor then used her associates as consultant to generate the GSA including them in the attorney/Client privilege of the CSA under a newly created LLC. **Ex. Z** By omitting **Ex. C** in the GSA **Ex. F** concealed by the Mayor and deceiving and leveraging the City Council with her abuse of authority to approve a sale of Ottawa Tower I & II to close on Jan 4, 2021 and/or Feb. 4, 2021 to her associates. **Ex. E & F** Through the Land Contract purchase agreement (PA), which created a P3 agreement, was without any oversight or approval by the City Council, because of their trust in her as the Mayor to take care of the City of Pontiac.

Ex. F The GSA had a controlling lever **Ex. B**, which was provided before the special meeting on Nov. 21, 2020 to Council never explained, to allow the Mayor to issue the City's Capital Bonds to repair the Phoenix Facility. **Ex. H**

The Mayor concealment of these material facts was an abuse of her authority, and the process to get the Phoenix Facility under the SA was a waste of funds. **Ex. I, R** The Mayor protected the enterprise under attorney/client privilege with the GSA, and hid it in the Land Contract under a corporate shield. The Mayor also delayed every document, and every document was missing addendum, exhibits, or controlling docs, deceiving the City Council and the General Public, while Carter and Jasper were suspicious. Carter and Jasper's filed a lawsuit on Feb 4, 2021 and it was published on Feb 5, 2021 on the front Page of the Oakland Press. This exposed the City illegal fraudulent actions and the Mayor had given all the equity to "Real Estate" and CASH up front to her associates. **Ex, E, F, H, J, K, N & M**

The Mayor and her associates had to change the deal, because they had gotten the authority for the Mayor to sign for the GSA without the contracts being provided or review by City Council before they voted on the resolutions on Nov. 17, and Nov. 21, 2020 **Ex. E & F** The council relied on the Mayor's integrity and fiduciary responsibility to the City but found out she was lying. To conceal, misdirect, and misconstrue the City Council, the Public, Carter, and Jasper the Mayor and her associates had to lie again, and stated it was a CASH deal now, but never explain how they were getting the cash. The Mayor stated, I had them check the "**Complex Deal Security Provision and CASH, the reason there is not a document release for the land contract is because there is no Land Contract anymore and that's a good thing**" on Feb. 16, 2021 and we are no longer are Co-Borrowers with the Real Estate, her associates, but they are. The Mayor deflected the conversation about the deal, by using Councilwoman's Waterman and Pietila "**Play**" Feb. 16 to inform the council she was going to have the document delivered to conceal the missing docs. Jasper warned the Council as many as 12 times about issues similar to this all year, **many issues.**

There is no Complex Deal Security Provision in the documents provided to the City Council on Feb. 16, 2020, unless it was in the Schedules 1, 3, 4, 5, 6, (Missing) or Ex. J that is..(Omitted). The City Council's attorney Ms. Sharp asked Matt Gibb (Gibb) how come the documents are still reflect in the resolution for the Council to vote on Feb. 23, 2021. He stated is was common practice and he didn't want to change the Schedules in the closing. Gibb would put a tab in the docs for DEARBORN Land Contract and the T2 loan. The issue is the material facts can't change in a purchase agreement without changing the entire contract, meaning the enterprise would have to get the council to vote again on authorizing the Mayor to sign the GSA. The GSA while missing documents, the real issue with the "Blank Exhibits" to be filled in later by the PARTIES OF THE GSA, which is not the City of Pontiac per se, it wasn't the Council, **it's the Mayor.** The material facts couldn't be changed with the CASH deal if they wanted the protections in the GSA, so they left the land contract in and added PIP to circumvent the changes in the Security Provisions for the CASH. The plan since Dec. 10, 2019, unknown by Carter and Jasper until Feb. 16, 2021. **Ex. A-F, J-N, R, & X-Z**

The Mayor, her staff, and her the associates fraudulently concealed their intentions and actions again misusing her authority and wasting City funds bringing the total to **\$24.5 M**, before closing, if the GSA closes the way it is it will cost the City of Pontiac **\$59M** with no equity or rights. **The resolution presented that day for the council to approve on Feb. 23, 2021, included a corporation called Pontiac Investment Properties (PIP) under the GSA**

even though it had no official involvement stating that is.. (When) Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the GSA. Ex. Z Also, the law that controls the GSA is under Schedule 3, which was not available at the City Council meaning and shall use the REGIONAL CONVENTION FACILITY AUTHORITY Act. 544 of 2008. Ex. S Eliminating the future City Mayor or City Council to have any control of the GSA, who now owns the Ottawa Tower I & II, and through the "Parking Lease Agreement" all the rights to Phoenix Facility. The City is to supply money to establish grants, brownfields, roads, and any other benefits to the enterprise, with lease of \$1 a year, and only remedy is terminating the lease, and no money down by any of the associates.

A breach of fiduciary duty is a tort cause of action and is governed by the three-year statute of limitations under Michigan Law. Millar v. Magline, Inc., 76 Mich. App 284 (1977). The period of limitation for a breach of fiduciary duty claim begins to run when "the fiduciary relationship ends -that is, (When) discharged or repudiated." Carpenter v. Mumby, 86 Mich. App 739, 750-51 (1978). Unknown by the City Council, Carter, or Jasper. Bay Mills Indian Cmty v. People, 244 Mich. App. 739, 751(2001).

3. Breach of Oral Contract and Breach of Implied Contract

In accordance with MCL 600.5807(8) a cause of action must be brought within six years after the claim accrues. On Dec. 23, 2019, during the City Council meeting the Mayor of Pontiac with the intent to harm Jasper did defraud the City Council and orally rejected Jasper's RFP P3 proposal on the record, and the Council did rely on the Mayor's words and did violate MCL 15.273(1)(2)(3) In -that is, (When) she did not provide them any written documentation for the City Council's review. Jasper submitted a RFP with a business plan for a P3 proposal and a Supplement that.. (Outlined) his executive team for the job and how his he could stabilize the City financially, and created equity value in real estate development. (The reason is clear she copied Jasper RFP but kept for herself.)

Also provide preference, paid training and four year contracts to benefit the constituents. The proposal and how it would benefit the City and its constituents on Dec. 16th, 2019 and Dec. 17th, 2019, respectively. Ex. N, O, G The City Council passed a resolution to provide an Open contract on the open market for a company who wanted to form a P3 partnership with the City in regards to repairing the Phoenix Facility in accordance to the SA. It was moved by Councilwoman Waterman and supported by Councilwoman Pietila. A breach of contract claim accrues "at the time the wrong upon which the claim is based was done regardless of the time when damage results", Scherer v. Hellstorm, 270 Mich. App. 458, 463 (2006), and without regard to when the breach is discovered. H.J. Tucker & Assocs.. Inc. v. Allied Chucker & Engineering Co., 234 Mich. App. 550, 562 (1999).

In this case, plaintiff alleges that in 2019 and then after through 2020, defendant did not respond to Jasper's written and telephonic attempts...to discuss the P3 relationship proposed in the RFP...an on the record defamed Jasper's P3 proposal as Cryptocurrency, Ex. N video of taped session. Further the Mayor stated it had no chance of being selected and was the worse of the 3 proposals. Ex. O If it wasn't for Jasper being able to speak through the public announcements the City Council would not have seen any of Jasper's proposal. Consequently, Jasper's

proposal was terribly similar to the Mayor's Real Estate associates accepted purchase agreement on Nov. 21st 2020, except Jasper didn't steal from the City.

The defendant created the P3 within the PA Ex. E in paragraph 6, to be executed at closing under the GSA. The P3 contained a Master Lease identical to the PLA now the controlling document in the resolution the City Council received Feb. 15, 2020 at 5:00 P.M. Ex. X, Y Gibb stated on Feb. 16 the material facts must be the same to close and was common for commercial contracts, which is simply not true. In Ex. Z, you have a **AGREEMENT FOR CLOSING GLOBAL SETTLEMENT AGREEMENT (PIP)** that..(recites)

- (A) The Parties, along with PIP are parties to the certain Global Settlement Agreement dated Nov. 21, 2021 (the "GSA"). Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the GSA. *Providing Corporate Protections for defendant's fraudulent actions if indeed Jasper's P3 proposal are remarkably similar.*
- (B) PIP is not a party to this Agreement on account of the fact that all obligations of the parties and/or of PIP under the GSA have been completed prior to the Effective Date. *Was the delay cause because the exposed fraud on the Council, thereby Plaintiff's realized the fraud was concealed in the P3, unknown by the City Council prior to giving Mayor full control as a party on the GSA.*
- (C) The Parties desire to extend the day of Closing, clarify the terms of the Promissory Note attached to the GSA as an Exhibit, and to make such further agreement to effect and complete closing the terms of the GSA are as stated herein. *This allows them to use attorney/client protections to the corporations while the parties change the rules to effectively legally hide the illegal actions within LLC's using an umbrella to liquidate the corporation should in fact litigation provide discovery and, in the case, change the jurisdiction the Regional Conventional Authority Act of 2008.*

The Mayor and her associates duplicated Jasper's RFP abusing her authority, while PIP charges the CITY..

- a. Co-Borrowing with the City
- b. Getting a LOC, and other financial mechanism
- c. Capital Bonds for repairs
- d. Leveraging the asset for collateral (to include the Ottawa Towers I & II)
- e. Use the City's revenue to extend credit
- f. Hotel 31 Judson

In this case that..(equitable estoppel) applies here as Jasper's P3 proposal work in the same fashion, but didn't leverage the council fraudulently concealing the material facts and controlling laws. The Mayor's abuse her authority, City Council did rely on the verbal communications not only for the authority on the GSA, but the Complex Security Provision and CASH issuance needed to close. The Mayor has a fiduciary responsibility to fully disclose this to Council since they are authorizing the Mayor to sign the GSA and she is watching the money of the taxpayer and the Council responsibility is the purse, for the Citizens themselves but did without contracts or guiding requirement by law. How else would they know? The difference with Jasper P3 Proposal his actually supports the community and provides and equity interest for Citizen of Pontiac retribution for paying their taxes by:

1. Provided the Citizens of Pontiac a 10% ownership after upgrades, buildouts, green systems, water purification and digital WI FI cloud hosting and triple play telecommunications.
2. Job preferences wrap around insurance for small and independent construction workers.
3. Jasper's P3 proposed CO-Borrowing position in the acquisition process of the Ottawa Towers, includes using the revenue of the City to get an LOI so as to provide different funding mechanism for additional monies needed to connect the towers with a 160,000 sq. ft of commercial retail grocery and drug store, retail shops, with local businesses who lost it all in the pandemic, with 50/50 percentage leases, and built out, along with 3 restaurants and refacing the towers.
4. Jasper proposal doesn't keep the Ottawa Tower II, office space Revenue of \$1.8M from 51111 but split it actually split it with the City, which helps the City for the monthly payments for the bonds and insurance cost associated related to the development.
5. **In Jasper's proposal 31 Judson is a City Hotel, and the PLA has seems to be the same, only all benefits go to the lessee, like..(Where) from the proposed now hotel with everything and whatever.**
6. Jasper's P3 pays back the Capital Bonds for repairs needed on the Phoenix Facility, with 20% interest, and provide 5% revue for gross revenue and the preference workforce of Pontiac.
7. *Jasper's proposal supports paid education with childcare, and a 4 yr. contract with benefits through a membership automatic for the workforce, plus because they voters in Pontiac they get stock and dividends.*

The Council did rely on the Mayors verbal communication, therefore violated Jasper's RFP although they were very interested in his Proposal. Council members indicated Jasper was the one they were waiting for Carter asked Jasper if he could provide written information. Jasper replied he had provided the purchasing agent a 200 plus business plan and a 9 page supplement outlining the specifics requested. Ex. N and Video for 23rd and 30th of Dec. 2019. On Nov. 21, the City Council approved the sale from the City to the Mayor's Real Estate associates without and any written contracts, trusting her verbal presentation, ironically, Ex. C which had the land contract, P3 and financial "instrument" in it was Omitted from the GSA, and Ex. B was added in the same way ironically the resolution was on February 16, 2021 missing documents again. The plaintiff must have had other alternatives to create an identical P3, but forget to mention the material facts and terms stipulated in the Land Contract just rewrote in a difference manner, which is to be voted on by City Council on Feb. 23, 2021. Those documents missing Schedules 1, 3, 4, 5, & 6 while Omitting Ex. J. Ironically the land contract, included a P3, a financial "instrument" as well as changed the Authority in the Omitted Ex. C of the GSA, and Ex. B was added in the since fraudulently concealing the fraud in its inducement. Ex. E, F, H, J, X-Z

The breach of contract happens when the Mayor and her associates abuses her authority to enrich themselves and harm Jasper p3 and the citizens in the same moment, their council relying on the Mayor, the people relying on Council, while systematically interfering with Plaintiff's to help the Citizens of Pontiac.

4. Fraud in the inducement, Fraudulent concealment, Negligent Misrepresentation, Constructive Fraud

Under Michigan law, a fraud or misrepresentation claim is governed by a six year statute of limitations. MCL 600.5813 "The discovery rule does not apply to case alleging fraud." Comerica Bank v. Papa, 2006 U.S. Dist. Lexis 92269, *25(E.D. Mich., Dec. 21, 2006 (citation omitted). The Statute of limitations for fraud claims runs from the date of the fraudulent act. Moross Ltd. Partnership v. Eckenstein Capital, Inc., 466 f.3d 508(6th Cir. 2006) However,

because of the REGIONAL CONVENTION FACILITY AUTHORITY Act. 544 of 2008, special rules limits the amount of discovery if not completely, because of the "Blank Exhibits" within the GSA, under a client/attorney privilege interwoven into corporate law through LLC's that can be spread out like an umbrellas. **to provide for the assumption of certain contracts, bonds, notes, and other evidences of indebtedness and liabilities related to convention facilities by authorities; to finance the acquisition of land and the development of certain convention facilities and of public improvements or related facilities; which drags the legal process to a point where it would take 10 yrs. to get the evidence if you could, because the Mayor gained authority to sign the GSA, under the SA of the Phoenix Facility.**

On Jan. 7, 2020 City Council "Granted" Jasper the opportunity to make a presentation and was on the written agenda, because his RFP had been rejected and the Council members were excited to here how they could save the City money and take the burden of the SA on Phoenix Facility go away. However, Mayor and her associates would submit a close-door amendment to for the City Council regarding Jasper's RFP this is a violation of OMA MCL 15.270 & MLC MCL15.257(2). The Mayor, City Attorney's, the Deputy Mayor and John Clark the City's outside Attorney Firm argued with the Council to have the Closed-Door Session about Jasper's verbally rejected RFP by the Mayor. *Lake v. Sovrinsky*, 27 N.W. 2d 600, 601(Mich. 1947) **The arguments;**

1. Attorney Chubb reiterated FOIA issues to confidentiality, but Jasper had made sure not to enter proprietary information and had requested a closed-door session when RFP was filed.
 - a. Chubb also argued the OMA rules indicating the executive branch had a right to;
2. Attorney Clark argued Jasper would have an unfair advantage if allowed to present;
 - a. Specifically stating he had written an opinion and emailed it to Council Members 2 hours before the City Council Meeting although technically Jasper's RFP was invalid.
 - b. The Mayor had verbally rejected Jasper's RFP this action eliminating his ability to have the City Council veto the Mayor rejection and enter discussion in close-door sessions.
3. The Mayor argued it was a part of the SA and had to be confidential even though Jasper was never part of that jurisdiction.
4. The Deputy Mayor argued they had followed the City Council procedures and had submitted the amendment as outline in the Charter and misrepresented the need because of IDS a bidder on a different RFP, which confused everyone.
5. President Councilman Kermit Williams (Williams) argued he had never been a closed door session for a rejected RFP.
6. The City Council attorney Ms. Sharp disagreed with all 5 of the Mayors associates stating, RFP's are public information, the IDS RFP had nothing to do with Jasper, that the OMA specifically disallowed this type of action based on its rejections, and that the opinion drafted by Clark was submitted untimely, and not included in the minutes. **Ex. N Video Tape of meeting.**

Ultimately, the City Council gave in and had the Closed-Door Session, the Mayor lied about Jasper's condition of approval with his RFP so that she could delay and restrict his interactions with the Council. The defendants did not make on call...not one email....not a text.....after January 7, 2020. The did interfere with Jasper's presentation as none of the equipment work, the internet didn't work, the TV video could not be heard, and the power point didn't seem to work either. The Mayor and her associates stop Jasper's presentation under fraud, and

fraudulently concealed the real adjectives irreparably damaging Jasper, who wouldn't get the chance to present for another 6 weeks misrepresenting all of the material facts.

The Plaintiffs allege that.. actions of the defendant did conceal their objectives, and the cause in which they intended for their actions. The defendants didn't come together on Feb. 7, 2020 because they were concerned that they Jasper would have a unfair advantage they were eliminating competition. The Mayor and her entire staff, attorneys, and Real Estate Associates show up on that day, because they believed Jasper could convince the City Council to vote against the Mayor. Meanwhile the Mayor and their associates were running up the legal bill, being way overbudgeted.

On Sept 15, they use a illegal Real Estate Subcommittee to bring in the Mayors Real Estate associates, and systematically threaten the City Council after the defendants put the fear of God into the Citizens believing they were going to have a court order judgement from the SA. Inducing the Public that the City Council was the problem when in fact, it was the Mayor and her associates plan, which is apparent with the Parking Lease Agreement that wasn't publicly published and if Jasper wasn't working with Cater would not have a copy today, because its disastrous for the City, a future Mayor and/or any politician in Pontiac. This Sept. 15th meeting was to conceal the associate's objective. The mayors verbal abuse of authority is overwhelming, and the gross amount of funds spent acquiring the lopsided SA was on purpose so she could steel millions Jasper and Carter were in her way, like everything else the Mayor does we must apply, equitable estoppel in order to make the cause of action right. The plaintiff ask to court to compel the defendants to eliminate there P3 proposal and replace with Carter and Jasper's Emergency Resolution **Ex G** which was not even considered on Nov. 10, 2020 that ..(did) contain Jasper's P3 proposal because it better for the Citizens of Pontiac. Financially, socially, and economically. **Ex. A-D Affidavits proving its illegal meeting**

Even on February 16, 2020 only 8 days from closing the GSA the Council doesn't have all the documents, this can not be allowed to happen it plain and simply to see, lost documents, time issues every week, hidden authorizations, induce prejudice deformation of character on both Cater and Jasper by the Mayor and associates are all indication of the misrepresentation and fraudulent behavior and concealment. **Ex. X-Z. Compton v. Michigan Millers Mutual Insurance Co., 150 Mich. App. 454, 458 (1986). MCL 600.5855 provides that a fraudulently concealed cause of action must be commenced within 2 years after it is, or should have been, discovered.**

The Plaintiffs discovered the concealed fraud starting on Sept. 15, 2020 and while all of the hidden facts were hard to follow, on Feb. 16, 2021 the fraud was in your face, you need only to read the Parking Lease Agreement to understand why it was called the Master Lease, because the lessee has all the rights and the City has none. Additionally, the City is robbed over every revenue and the lessee get every dime, and there is no equity for the City, and no taxes, but the lessee can force the City to pay \$13K per day on the first day after closing.

5. Unjust Enrichment

The plaintiffs were not given a fair and equitable chance, in fact, the material evidence points in the opposite direction. An unfair advantage was provide for the Mayor's Real Estate associates on Dec. 10, Dec. 23, 2019, January 7, 2020, Sept. 15, 2020 and by the concealed and fraudulent activities of the Mayor and her associates misrepresenting the public, and charging the City \$59M in the end, shown on February 16, 2021. **Kent v. Klein 91 N.W. 2d 11(Mich 1958)** Equity Regards as Done Which Ought to be Done

The Mayor and her associates constructed fraudulent procedures to concealed their illegal actions by fraudulently influencing Council Members misrepresenting material facts while not providing contracts, overloading the Council 200 & 350 page agenda's, missing the key exhibits, addendums, or schedules. Demanding Immediate approval because we're running out of time. **Turbull v. Prentiss Lumber 21 N.W. 748 (1884)** Clean Hands Maximum On Feb. 16, 2021 they used Jasper's proposal real estate strategies for Feb. 4, 2021 closing until it was disclosed in a lawsuit filed on Feb. 1, 2020 but claimed to eliminate the land contract and hard money, which is not true, and they do not disclose the jurisdiction or authority that would run PIP. Ex A-Z

Michigan Compiled Laws Act of 2008 Regional Convention Facility Authority Act

AN ACT to create and provide for the incorporation of certain regional convention facility authorities; to provide for the membership of the authorities; to provide for the powers and duties of the authorities; to provide for the conveyance of ownership of and operational jurisdiction over certain convention facilities to authorities and to provide for the transfer of certain real and personal property utilized as convention facilities to authorities; to provide for the assumption of certain contracts, bonds, notes, and other evidences of indebtedness and liabilities related to convention facilities by authorities; to authorize the creation of certain funds; to authorize expenditures from certain funds; to finance the acquisition of land and the development of certain convention facilities and of public improvements or related facilities; to provide for the issuance of bonds and notes; to authorize certain investments; to provide for the transfer of public employees to the employment of authorities; to provide for the allocation of liabilities related to employee benefits; to protect certain rights of local government employees; and to impose certain powers and duties upon state and local departments, agencies, and officers.

Elements of Fraud

BELOW IS A LINK TO THE VIDEO FOOTAGE OF THE FEB. 16TH 2021 CITY COUNCIL MEETING

<https://livestream.com/accounts/23181508/PontiacTv/videos/217640490>

Attorney Sharp: 7:15 – 8:43 Doesn't know why there is no revised doc? Attorney should know.

Attorney Gibb: 7:43 – 8:43 If terms for the Purchase Agreement Change so does the Authorization, but Gibb doesn't say that in fact he circumvents the question by saying in common, and he will add a TAB. Agreement that defines the Schedule for closing, which are missing. 1, 3, 4, 5, 6 **Knows and hides the info.** -Fraud Because of the **(Agreement are terms in GSA)**- 2 Terms: Confidentiality and Mayor Authority

A financial instrument is a monetary contract between parties. We can create, trade, or modify them. We can also settle them. A financial instrument may be evidence of ownership of part of something, as in stocks and shares. LEASE

Attorney Sharp 8:43 – 9:00 Where is Schedule 3? Memorandum of Understanding

Councilman Carter: 9:10 – 9:30 Why is all of this in the package?

Attorney Gibb: 9:00 – 10:21 **To busy!** It was a lot of work and signed off by everyone,

(sidestep responsibility) "balance was given to clerk" (this was a very complicated doc. and they had multiple attorney's working on basically robbing the people, Jasper, and Mastromatteo.

Councilman Carter: 10:22 – 10:35 We just got this Monday night, just looking at it, it would take an attorney 2 weeks to go through this. (The Mayor and her associates know this and have left out Schedules that change JURISDICTION and have specific controls -Fraud with intent to harm)

Ex. C of GSA (Omitted) for Purchase approval Nov. 21, 2020 has the instrument in Paragraph 6 of the Land Contract, which is the called the "Master Lease" = Parking Lease Agreement (Control) flushed out with lawsuit Feb 1, provided to Council Feb 16, for Feb. 26 closing. Closing of GSA was scheduled for Feb 4. Extended on Feb 2, but these docs were Concealed in the Master Lease and not available to the public or council: FRAUD WITH INTENT TO CAUSE IRREPARABLE HARM TO JASPER AND its CITIZENS

Council President Kermit: 10:35 -10:43 Voice are cut off on TV Why?

Attorney Waterman Mayor: 11:00 – 12:41 Attorney did tell us, Complex Deal Security Provision and CASH, the reason there is not a document release for the land contract is because there is no Land Contract anymore and that's a Good Thing (Land Contract not given to Council until Dec. 8, 2020 voted on Nov. 21, 2020 paragraph 6 was the P3, which had a Master Lease in it, the INSTRUMENT). The only thing that came to you is a new doc that came to you. (Diversion set up by Councilwomen Waterman and Pietila _GAMED) SWITCH CONVERSATION (Purposefully done to circumvent the topic and hide the fraud) Now do you want to be hand delivered. 2 OF THE 4 COUNCIL VOTES 17TH & 21ST

Councilwoman Waterman: 4:41 – 6:24



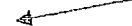
GAME- Hard Copies of GSA delivered eliminate Public

Councilwoman Pietila: 4:41 – 6:24



"Working in sync with Mayor" PLANNED

Sharp: 13:15 – 14:14 Taking terms out even through Gibb's says it doesn't materially affect the document, (BECAUSE IT DOESN'T AND HE KNOWS IT, WANTS TO KEEP THE MATERIAL FACTS IN THE GSA)



Gibb: 14:14 – 18:14 Specifies Dates of GSA and its Ex. C as to when approved Nov. 17th, Nov. 21st the executed without any revisions. -Validating attorney/client confidentiality- Mentions News Article and Lawsuit, caused us to analyze our position, and because of that we extended the period to close' (This is a flat out lie, since the News Article was not in the Free Press). FACE IS AWFULL RED

It was in the Oakland Press on Feb. 5th, 2020 (3 days after) they applied for an extension

The material fraud here is the date and its timing to their excuses. Also, he represents the Lawsuit, everyone would believe it was just before the article, therefore why mention it, because they have prepared a defense, and want to get it on the record. Unfortunately for them it proves our fraud case.) The Hidden and last minute docs would have taken any good firm at least 2 weeks, unless you owned the firm and appointed 10 lawyers to go through it. The lawsuit was originally filed in the wrong case because Jasper believed that Carter was apart of the Case because he was a councilman but would learn since he wasn't a plaintiff or defendant it was the jurisdiction. Ironically this was filed on January 25, 2021 and Clark was serviced via email, as he was on the case in 2012.

Required to close regarding Purchase Agreement which they don't have anymore, but the Instrument is still there. That's what was in the Land Contract. Now It's the Parking Leasing Agreement Its still using the same application for loan, when we through this document it will become grossly obvious the fraud and deceit being showed here. Also, we must remember the Mayor hired Gibb and Ringo without Council's approval. As we go through this video, we will see that RINGO doesn't know what he is doing or he is being directed by the Mayor to do it the way she wants. Ironically, the Mayor Indicates they have a place to store snowplows and vehicles, which they

do now if they were to close, because it is in the Parking Lease Agreement. Why doesn't she just say so when Kermit states they don't have anywhere to put those vehicles? Because she would have opened a can of worms in regards to the gross waste of funds and abuse of authority in accordance to the GSA and its *financial "INSTRUMENT"*.

Gibb specifically is defrauding the Council, and the public on the Material facts of the case, and how they have systematically took all rights from the City, and gave away the right to even keep the structure itself. Councilwoman Shamanski replace George Williams who was easily coerced to voting for GSA.

Sharp: 18:15 – 18:20 Reiterates the issue with DEARBORN and T2. T2 may have liquidated their company LLC, in order to avoid damages from this lawsuit.

Kermit 18:21 – 18:25 Goes back to Carter but switched the conversation before Gibb can answer.

Carter 18:25 – 18:50 Everything is on the Chat: Where did we get the \$7.4M its not explained.

Is Kermit covering for the Mayor and her associates, its possible he is without knowing the full effect it will have on the community, because he not fully informed, however he does it again to Carter in the closing statements, as he doesn't let Carter speak. **THIS IS AN ABUSE OF THE MAYOR'S POWERS**

There is a problem with RUBICON from NY, getting a marijuana license for the Glenwood Dev. in district 5, **Dr. Taylor Burks: Who was the 3rd of 4** vote on the GSA and INSTRUMENT, Nov. 17 and Nov. 21, respectively. Garland the Clerk is telling everyone what he's being asked to do is illegal actions.

Garland (clerk): 50:00 – 58:05 The clerk calls out the executive administration is trying to circumvent his authority to oversee the marijuana licensing. Planning Commission granted Special exception permit circumventing Garland, alert Council. **On the RECORD "THE CITY ADMINISTRATION IS TRYING TO FORCE ME TO BREAK THE LAW!"**

I am not going to break the law for anyone at risk. **The Mayor and City Attorney even the planning commission is now beginning to attach the City clerk schedule.** On top of that are know brought to my attention by accounts payable that they have not been approved to pay for the City professional and no one works for free. **Mayor abuse of authority to get Councilwoman Burks vote. "Garland stated he did not get agenda doc FEB 16,"**

Burke: 55:40 – 1:00:05 States she will step down and let them put someone else in her position meaning the Mayor, if they will just approve Rubicon or Glenwood Development **(They almost ran into Jasper with a car in Birmingham and approached him about his RFP)** **Councilwoman Burk is being leverage by the Mayor's abuse of authority, working with her associates to leverage the City through the :**

Material Facts in "Parking Lease Agreement"

Ex. C of the GSA and the GSA were planned to make a few people very rich. **Ex. E & F** This is the defamation, executive gross and outrages actions of an enterprise. The controlling instrument in approved purchase causes irreparable harm to Pontiac and Jasper. Fraudulently incorporated by the Mayor and her associates through fraud and intent to fraud the Citizens of Pontiac. The gross mismanagement of the City, and gross waste of funds of the City, an abuse of authority that damage Jasper and Carter, or a substantial and specific danger to public health or safety. On Feb. 16, 2020, this document the "Parking Lease Agreement" was provided to the Council on Feb 15, 2020 after 5:00 P.M. Governed by **Michigan Compiled Laws Act of 2008 Regional Convention Facility Authority Act.**

Thereby, missing Schedules 1, 3, 4, 5, and 6. Again another contract in a resolution without the entire document, ironically, the Memorandum of Understanding which supports the jurisdiction of the law is missing, in accordance to Sec. 1.10. In the Agreement for closing the GSA, The Recites: Incorporates Pontiac Investment Properties LLC (PIP). Why is this important? PIP is being given Attorney/Client protections that the GSA had because of the SA, thereby the mechanism used to control the City with no approach or lawful way to check. FRAUD AND DECEIT.

Why is that important? Because the Mayor was given full authority by Council to sign GSA, which incorporates the Ex. C of the GSA (Purchase Agreement), which incorporates the instrument (Parking Lease Agreement), which incorporates schedule 3 (Memorandum of Understanding)

- Definitions: "Document" has the meaning ascribed thereto in Section 1.11(c)
- Sec. 1.10 Explain what law are being used in this lease agreement? *You can't because the Mayor and her associates didn't provide the MEMORANDUM OF UNDERSTANDING IN SCHEDULE*
- Sec. 1.1(c) expedited permits 30 Days for what (iv) for whatever.
- Sec. 1.1(b) who has the authorization THE MAYOR or whom ever she appoints in writing. GSA gives her rights
- Sec. 2.3 the lessee gets 10 year renewals 8 additional times at \$10 dollars every ten years.
- Sec. 2.4 Lessee Consideration is \$10 dollars. *City pays \$13M down, provides collateral and guarantees*
- Sec. 2.5(b) terms for City providing Parking structure as Collateral for CASH leverage Towers no equity CITY
- Sec. 3.3(a) other associates In LLC listed as representatives
- Sec. 3.4 Basically gives ownership of Structure to lessee not landowner Pontiac.
 - *Lessee to perform all of this section oversight at City's Cost 20M cost.*
- Sec. 3.4(3)(i) Mayor picks who she wants to do repairs and must do water, sewer lines power, fiber optic cabling and other communication within 6 months. **STEALING JASPER'S PLAN DIGITAL SYSTEMS**
- Sec. 3.4(6)(b) "Concession Compensation" day 1, cost est. \$13k day, \$390k MO, \$4.7M yr.
- Sec. 5 Who regulates the cost per parking space? **The LLC PIP**
- Sec. 3.4 (6) How much of the parking structure can't be used today? *50% Min. \$13k a day charge to CITY*
- Sec. 3.4(6)(b) who pay it if more than 5% of the spaces can't be used?
- Sec. 3.4(6)(b) What's "Concession Compensation"? *It's a tool used in the Instrument (Parking Lease Agreement) that forces the City to do repairs on the Phoenix Facility or be penalized*
- Sec. 3.4 (6)(ii) who pays for the infrastructure Repairs? *The City of Pontiac pays \$25M how through Capital Bonds approval by Council not needed*
- **Schedule 2A** What is Initial capital repairs? *Contain in the SA Enforcement document*
- Sec. 3.10 Signage rights lessee.
- Sec. 4.2 Lessee can demolish portion of the Phoenix Facility at City expense.
- Sec. 4.3 provides Lessee to handle all monies and oversight of contractors, Lessee keep all the books.
- Sec. 5.1 Allows Lessee to set parking spaces pricing, any price they like.
- Sec. 5.2 Lessee has rights at their sole discretion for alcohol on plaza etc. **HOTEL Jasper RFP Ottawa I**
- Sec. 6.2(b) City must pay for all repairs to Amphitheater and Plaza (4M)
- Sec. 7 Warranties legal binding documentation
- Sec. 7(d) City cannot lien Phoenix Facility, but Lessee can lien the Phoenix Facility.
- Sec. 7.2(d) UNKNOWN LLC OWNERS PIP can use "Blank Exhibits or Amendments"
- Sec. 7.29(g) introduces affiliates
- Sec. 8 Where is the Colleterial for CASH funds? *In the Phoenix Facility*
- Sec. 8.2 allows lessee to mortgage Phoenix Facility
- Sec. 8.2(a) There shall be no cancellation, surrender or modification of the agreement

- Sec. 9 Insurance is paid by lessee but control Capital Bonds from City of Pontiac, however is attached as a Rider----Why they are going to use the Phoenix as an equity assets for HARD MONEY and can use or sell it for another hard money deal.
- Sec. 9.2(i) If there is an issue with the Insurance the City of Pontiac is responsible
- Sec. 9.4. **Lessee gets** all grants, brownfields, Opportunity Zone monies and the City must help them get it- What happen to the Citizens of Pontiac? These people need to go to jail for a long time.
- Sec. 9.5 Pontiac cannot use the Phoenix Facility as an asset in essence **the Lessee owns the property.**
- Sec 10.2 City cannot default on contract even if they go bankrupt.
- Sec. 10.2(4) If City does default, they must **deed property to Lessee.**
- Sec. 11 The City shall not diminish any of the lessee rights **PONTIAC HAS NO EQUITY INTEREST.**
- Sec. 12 They put an option to purchase if City Get's offer for parking structure, basically its when they sell and transfer \$200M+ into the attached LLC and affiliates bank account hidden under Client/attorney privilege, Authority Act of 2008, and the protection given to corporations.

Private Public Partnership (P3) Comparison (Feb 4, 2021)

<p>Dearborn (Commercial Real Estate) Brian Wloch Owner Dirt Realty LLC Bob Waun Owner</p> <hr/> <p>Plan: None Ex. B GSA</p> <p>Investment: \$00 dollars Bob Waun: \$296,000.00 Commission T2- \$239,000.00 up front fee's with Penalties Dearborn: \$100,000.00 at closing fee</p> <p>No Approval process: <u>None Parties to Ex. C</u></p> <p>Repairs: On Phoenix: Capital Bonds City Telecommunications WI FI Cloud Hosting Satellite (PIP)</p> <p>Value added items: NONE</p> <p>Hotel</p> <p>Ownership: Brian Wloch and Bob Waun CO w/ City of Pontiac (P3)</p> <p>Equity Ownership: Brian Wloch and Bob Waun, NO CITY EQUITY</p> <p>Debt: \$35M min, owed by Taxpayer</p> <p>Jobs in Pontic: 2</p> <p>Monthly Payments: \$81,000 Private Note \$160,000 T2 Loan</p>	<p>Omega (Dev. and Real Estate Mgmt.) Larry Jasper, CEO</p> <hr/> <p>Plan: Supplement provided to City Dec. 17, 2019- Our Ex. O</p> <p>\$00 dollars 12.5% total gross for initial Cost Skeleton Team and equipment for Artificial Intelligence Mainframe for WI FI, accountability No fees</p> <p>Larry Jasper, Omega, and City Council monthly</p> <p>Capital Bonds, but incorporates Tech Water purification, Green Energy, AI System, WI FI 6, Telecommunications Cloud Hosting, and Satellite access (Discount Citizens)</p> <p>New Front +180,000 sq ft of Retail s. Side Towers Grocery and Drug store, small shops and 3 Restaurants Convert Judson Tower I into Hotel</p> <p>Omega-Larry Jasper CO w/ City of Pontiac (P3)</p> <p>Omega, Larry Jasper and Citizens of Pontiac (10%) of LC New LC DEV. worth \$100M to \$200M</p> <p>Omega Use of Capital Bonds. Pays City \$6M at refinance</p> <p>200 to 2000 jobs: Tech, Retail, Construction, businesses, Digital Education, Medical, Digital, Security, City Hotel Hospitality, Small Business, and LC's Franchise Expansion: Job promotions for Operations and Expansion: duplicate LC units and produces manufacturing</p> <p>Monthly Payments: \$81,000 Private Note \$80,000 Capital Bonds</p>
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\$20,000 Maintenance
Total: \$261,000 Month

Income: \$150,000 Month
State Leases

Net Cost: (\$61,000) loss per month

Benefit for Citizens: NONE

Duplication: NONE

Proprietary: NONE

Paid Education: NONE

Paid Childcare: NONE

Wraparound Insurance: NONE

Buildout/50/50% lease: NONE

Dividends: NONE

Discounted Utilities: NONE

50% reduction: NONE

**Repayment on
Capital Bonds:** NONE

Franchisee Revenue: NONE

Maglev Mass Transit: NONE

SGIDS solutions NONE

Non-Profit for homeless: NONE

\$20,000 Maintenance
Total: \$161,000 Month

Income: \$250,000 Month+ (Shall expand exponentially)
Commercial State leases
Digital Services: WI FI, Cloud Hosting, Telecommunications
Digital Education, Medical, Entertainment, Professional Bus.
Net Profit: \$99,000+ profit per month

Transit to grocery and drug store, Retail, **City Hotel**,
digital services for medical, education, professional
services, wholesale prices, dividends A place they can
home. First class Environment and technology savvy

Franchise LC around the Country to Help other communities
the same way 40 LC units connecting 400 miles
along US highways **521 LC units 4 years**

Maglev Transit, Nano Filtration, Hydrogen electricity, AI
Digital oversight connected to all on-site Citizen Ownership
R & D, Gaming past Economic Development approval
businesses, Intradependent Business Model, P3 with
Citizen Ownership, R & D, Gaming past Ownership, MDOT

Preference to Citizens of Pontiac for all jobs associated to the
LC, its and expansion, and ancillaries with 4 year contracts

All Jobs associated to LC and ancillaries

Provided for local small businesses and self employed
Contractors during construction

180,000 -250,000 thousand sq. ft. for Pontiac Business who lost
Their businesses during COVID 19

Quarterly on profits of the whole LC operation
Retail, WI FI, Cloud Hosting, Memberships, Retail, Hotel,
Telecommunications, Water purification, Green Electricity
Digital Education, Medical, Professional, & Entertainment

All Membership, stock owners automatically become members

On all services provided

20% est. between **5.5M to 7M City revenue**

3% of total gross proceeds est. at \$300,000 a year
City retains franchisee status for 10 years

Proposed at Refinance to provide 4 mile prototype connecting
Williams International & Amazon with pick up points

A Smart Grid Infrastructure Distributions Systems connects

Non-Profit used to help Homeless and less fortunate

Analysis

Jasper was more concern about Citizens of Pontiac missing out on his vision, and their retribution. This is proven by the very lawsuit itself. Carter and Jasper file, it into case 12-330133-CH where the SA originated, because Carter is a Councilman. When they realize it's the wrong jurisdiction, they file a new case on Feb. 4 2021-186197-CB, doesn't invoke equitable estoppel, instead asks the court to replace the P3 presently authorized with Jasper proposal as it shall cause irreparable harm to Citizen of Pontiac, and Jasper. Carter and Jasper filed it under the Whistleblowers Act, and OMA for the injunction and restraining order, and needed a remedy to ensure the Citizens of Pontiac were not harmed and they did it was the ER Carter had submitted on Nov. 10, 2021 to stabilize its City of Pontiac and its Citizens were rewarded.

On Feb. 16, 2021, Jasper received from Carter the Resolution Papers 87pgs., and the Parking Lease Agreement (PLA) 52 pgs. Jasper spent 18 hrs. going through line by line, he discovered they were doing his RFP, with a negative twist. He had missed the "Master Lease" in the Land Contract hidden in paragraph 6, under the Private Public Partnership clause, the controlling document a material fact, which was never disclosed, and was only found because of Gibb during the Council Meeting stated they were working on the "Master Lease" it was the second time he had her that, but he was going through the PLA, There was another tell, Gibb's while lying continued to say it had to stay the same, all doc's. The confirmation was when he stated they were working over the weekend to finalize the PLA and referenced the lawsuit and new article. The Public only knew about the 4th and 5th, respectfully, but Gibb new about the original suit, which was filed earlier, the resolution docs indicated they requested the extension on the 2nd of Feb. 2021, and incorporate the corporation PIP into the GSA confidentiality. **Ex. W**

In the same meeting, the Mayor played off of Gibb "Hot off the Press", purposely misconstruing the material facts, then instead of answering the question about Dearborn's Land Contract being in the closing doc's she states its no longer valid and would not be issued but was a part of the process. Because it had the language needed for collateral to be accepted, in accordance to Pontiac Investment Properties (PIP) and the use for the Letter of Credit. **Ex. T & U** There you see irony, as the attorneys uses LC instead of LOC, Jasper's symbol for his Little City (LC). What the Mayor says next is very telling since you cant find it in any of the documents supplied, she says Complex Deal Security Provision and CASH, which sparked the financial "Instrument" the Phoenix Facility supposedly owned by Pontiac, but with no equity or property rights. All of this could be done with Jasper's proposal in fact, the RFP used other financial mechanisms, but not disclosing it and effectively forcing it on the people, without any value is illegal, especially if you are the Mayor as you have fiduciary duties to the Citizens of Pontiac, controlling their money.

In the same meeting, you see 2 conspirators on the council working with the Mayor, constructive fraud, Waterman and Pietila, argue over how they want the docs, because of course they were provided at the last minute, it seems stupid, until you see the Mayor use it to divert the conversation, after slipping with the notification of a "Complex Deal Security Provision and CASH" and docs are missing out of the resolution, thereby, delivering them to council protects the conspirators legal procedure, but eliminates anyone from seeing them in time to stop the GSA closing. Jasper notified the Williams City Councils President of the issues with illegal and racketeering violations

CSA and about the issues within the PLA. Ironically, a 3rd party who know Stevens indicated they could not find the doc online, ask if Jasper to send a copy, which of course Jasper did. Jasper notified the parties of equitable estoppel.

In the same meeting, Jasper ask Carter to get one answer, because he still couldn't figure out how they were raising the \$7.4M cash. President Kermit Williams and Council's attorney Ms. Sharp seemed to be in a play too, choreographed if you may, analyzing it over the weekend. Each instance on Pontiac video Dec. 10, Dec. 23, 2019, Jan. 7, 2020, and Feb. 16, 2021 these 2 seem right, because they are asking the right questions, are they conspiring. Sharp ask the question, why are the P3 docs still in the closing docs, but never get a real answer, and never raise a flag about the PLA, Jasper found 40 in 12 hours and he is not an attorney. Williams specifies one issue at closing statement, when everyone is gone except Gibb, which most people have shut off the TV, why is their 8 extensions on the lease for 10 years at \$10, and he cut off Carter closing statements. The critical moment his actions, shows when Carter asks the question to Gibb, where did you get the \$7.4M? It's never been explained, Williams changes the conversation to allow Gibb to not answer it. The Council president and legal counsel have a fiduciary obligation.

In the same meeting, Garland the clerk points out that investors (NY private equity guys who were poking around Jasper early 2020) on Glenwood are pressuring him to issue a Marijuana license granted by City Council for rezoning. Earlier in the Year, the Mayor and her associates tried to move that process to her instead of Garland. On the Record he states the executive administration is trying to force him to issue the license. He states, I not going to jail for anyone. Ironically, Councilwoman Burks states I will resign but you must approve Glenwood.

The parties to the GSA conspired to steal Jasper contract, ideas, real estate strategies and acted upon it to conceal their illegal actions, and in doing so went to great lengths to make it appear they followed the rules. They did not! In fact, the initial public RFP announcement for the Phoenix Facility P3 was moved by Waterman and second by Pietila, our City Council associates. Councilwoman Waterman represents the Downtown Pontiac and is related to the Mayor. Williams and Sharp hosted the illegal Real Estate Subcommittee Meeting with Waterman, without Shamanski to hide the material facts. Therefore, the Mayor and her associates acted on Jasper's proposal and replaced with her associates. The City's attorneys, conspiring with Mayor, associates, and outside affiliates from NY their actions from Jasper. By concealing their actions, acting on it through secrecy, using attorney/client privilege illegally, close door session, delaying contracts, and missing controlling documents to seal the GSA.

The Mayor abusing mayoral authority of the City of Pontiac, on Feb. 16, 2021 on Record committed Fraudulent Concealment, Constructive Concealment, induced Concealment with intention to Irreparable harm to Jasper and the Citizens of Pontiac provides Jasper and equitable estoppel rule. Therefore, Jasper is seeking injunctive relief from the City of Pontiac under MCL 15.271(2) and a civil action to compel compliance or to enjoin further noncompliance with this act. Furthermore, to compel the City of Pontiac to close on the GSA, in order to protect the Citizens of Pontiac from Irreparable harm Jasper is requesting the court to issue a court order and suspend the Mayor of the City of Pontiac, because she orchestrated the SA, the GSA, and the associates, parties, and affiliates connected to closing the binding agreement. Simultaneously, appoint the only qualified person in Pontiac to close the GSA, which is Garland Doyle, as he has experience, handled 40 million dollar accounts and is familiar with the City

In Conclusion

The ponderance of evidence is overwhelming and conclusive. On Feb. 16th, 2021, the Mayor and Gibb new they were concealing material facts through fraudulent Concealment regarding Jasper's P3 proposal. The facts were known at the time of the action, because they changed the Closing of the GSA on Feb. 4, 2021 to Feb. 26, 2021, however they didn't change the Land Contract, the process, or the funding mechanisms. **Ex. A-Z A Fortiori!**

The GSA was written the way it was because of Jasper's R & D, his loss of revenue created by their illegal actions on Dec. 23rd, 2019, Jan. 7, 2020, Sept. 15, 2020, and Feb. 16, 2021. Intradependant business model benefits the Citizens of Pontiac not its ruling Mayor, Attorneys, or Council. The Ottawa Tower I & II provide a unique platform, the Loop provide the master plan design. The dilemma Pontiac faces is not uncommon among many Inner Cities a workforce development solution is needed so we can transition out of a crisis and into the 21st Century with digital technology advancements that are a must. The mayors and her associates abuse of authority wasteful spending and greed fraudulently conceal the illegal actions making it appear normal but was exposed on Feb. 16, 2021. **Ab Initio**

As a rule, the court must place some quantum of reliance on such as an open contract (RFP), which was filled by Jasper P3 proposal, and Carter's ER. **In fact, despite the inclusion of irreparable harm stipulations in contracts, one court decided that determining whether irreparable harm exists, should be left to the discretion of the court.** Renco Group Inc v MacAndrews AMG Holdings LLC, unpublished memorandum opinion of the Court of Chancery of Delaware, issued June 25, 2013 (CA No. 7668-VCN). This remains an open issue under Michigan law. A number of Michigan judges, however, defer to Delaware decisions as Delaware has a history of being on the cutting edge of legal reforms. **A priori**

The Plaintiff request the Court to issue a preliminary injunction on and temporary restraining Order on the Mayor of Pontiac, eliminating her ability to sign the GSA and temporarily suspend Mayor (Deirdre Waterman) from her duties as Mayor and strip her of all authority to include emergency authority for the City of Pontiac. Additionally, restrain the Mayor and associates from being in contact with any City officials, consultants, or other parties of the GSA, who may try to sabotage this closing or partnership and appoint Garland Doyle as acting Mayor.

The Plaintiff request the Court grant Jasper clean hands equity estoppel and specific performance with the City of Pontiac awarding Jasper the P3. Compel the terms stipulated in **Ex. G** Stevens offer to City, read into Record **Ex. R**, at City Council Meeting Aug: 18, 2020 for closing on Feb. 26, 2021, any other damages the court may believe adequate for the last 15 months of work by Jasper, misrepresentation, and loss revenue due Fraud Concealment.

Plaintiffs request court to notify the bar association of actions by Clark, Chubb, Sharp, Waterman, and Gibb and have Council Members Waterman, Pietila, and Taylor Burk resign for being involve with the concealment.

Yours Truly,



Randolph Carter



Lawrence E. Jasper II

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

LAWRENCE F. JASPER II, RANDOLPH CARTER, AND
OMEGA INVESTMENTS LTD.
Plaintiff,

v.

THE CITY OF PONTIAC,
Defendant,
John Clark (P511356)
Giamarco, Mullins & Horton
attorneys for the City of Pontiac

**Ex-Parte MOTION FOR A PRELIMINARY INJUNCTION AND TEMPORARY RESTRAINING ORDER ON THE
CITY OF PONTIAC FROM CLOSING THE GLOBAL SETTLEMENT AGREEMENT AND TEMPORARY
SUSPENSION OF THE MAYOR for ABUSE OF HER EXECUTIVE AUTHORITY REPLACING the P3 WITH
CARTER'S ER with JASPER'S PROPOSAL by EQUITY ESTOPPEL for CITY of PONTIAC by FEBRUARY 25, 2021**

Now comes the plaintiffs Lawrence F. Jasper II, CEO of Omega Investments Ltd. and Randy Carter, Councilman Pro Tem under this court's jurisdiction MCL 15.362-3 (2) and MLC 15.270 which provides that an action along with the Whistleblowers' Protection Act, act 469 of 1980 of the State of Michigan "may be brought in the circuit court for the county where the alleged violation occurred, the county where the complainant resides or the county where the persons against whom the civil complaint is filed resides or has his or her principal place of business", and in compliance with the national emergency crisis's.

The Oakland County Circuit Court also has subject matter jurisdiction over this matter pursuant to MCL 600.605 because the amount in controversy exceeds Twenty-Five Thousand (\$25,000) Dollars.

Venue is proper in this Court because the parties reside in Oakland County, Michigan and the events giving rise to the actions occurred in the City of Pontiac, County of Oakland, State of Michigan and are related to the court's order issued on November 1, 2018 called the Settlement Agreement.

Plaintiff's claim are timely under all applicable statutory provision, the Michigan Court Rules and pursuant to Michigan Supreme Court Administrative Order No. 2020-3.

General Allegations

The Mayor and her Executives have conducted themselves as an enterprise or racketeering entity and have mislead its council members and the public. They have taken illegal actions with associates of their enterprise, used racketeering methods to circumvent the Settlement Agreement (SA) authorized by this court. Councilman Pro Tem Randy Carter testifies to these illegal actions violating the City's Charter, Michigan Meeting Rules, and the Federal laws under Title 18 U.S.C.1962(a)(b)(c)(d). These illegal actions eliminated Randy Carter's proposed Emergency Resolution (ER) supplied to the clerk from being voted on by Council, prior Special Meeting on 11-21-2020 compelling council to whatever the P3 parties want with the taxpayer's money controlled by the Mayor through Exhibit. C of the Global Settlement Agreement (GSA). The ER was produced in an illegal real estate subcommittee meeting held on Sept 15, 2020, and then used by Dearborn and the Mayor's associates, but it was Larry Jasper's company Omega Investments (Omega) original RFP to including his propriety strategies to form the P3 with the City of Pontiac to acquire the Ottawa Towers I & II and grassy lot, creating his Little City. The Mayor and her associates did so using the Phoenix Center's Settlement Agreement default to occur on Nov. 1, 2020. These illegal actions shall cause irreparable harm to Larry Jasper, Omega, and the citizens of the City of Pontiac, in a pandemic crisis.

The Mayor on December 10, 2019 did a presentation for the same 3rd party included in the Global Settlement Agreement (GSA) to purchase the Ottawa Towers, prior to the RFP solicited process of the City's Charter established for December 16, 2019 with prejudice. Larry Jasper filed an RFP. That same 3rd party was not disclosed to the council before they approved a resolution for the Mayor to sign the GSA in the Council Meeting on November 3, 2020, it was concealed. This is a repetitive action used by the Mayor's executive team, as well as last minute documentation. No written documentation was provided for the mediation on Oct. 28, 2020 to Council or the public. Additionally, the GSA was not supplied until just hours before the Nov. 24, 2020 Council Meeting, in violation of the Charter and State rules, and Exhibit C was

Omitted. However, the council was pressured to vote for the GSA, because of the Default option that was pending on the SA dated Nov. 1, 2020. Thereby the Mayor's executive team actions forced the Council to agree and vote for the GSA resolution or face bankruptcy, or worse a court ordered levy judgement on every taxpayer and business in the City of Pontiac, which taxpayers would have to pay within 1 year, **Ex. I** solicited by the Mayor. The Mayor systematically harms the Citizens of Pontiac, financially, economically, and emotionally during a national pandemic, by withholding Exhibit C of the GSA and lied on Dec. 10, 2019 **VIDEO EX. N** stating she was not preempting the RFP bids from the public until Dec. 8, 2020. **Ex. H**

Ex. C of GSA is not just a Land Contract with the same 3rd party initiated by the Mayor on December 10, 2019, because it creates a Private Public Partnership (P3) with the City, at the closing on Feb. 4, 2020. Within the land contract an attached through *miscellaneous heading*, unannounced and undisclosed P3 rules implemented by the parties to circumvent City Council's approval. It also incorporates surrounding properties P3 ownership attached to the public school they had to purchase by December 6, 2020, *using only City funds for the GSA*. Bob Waun and Brian Wloch are the 3rd party which was also withheld from the owners of the Ottawa Towers, during the October 28th, 2020 mediation. Had they known conditions would have changed, as they do not like Bob Waun and rejected his offers before. Thereby, circumventing Randy Carter's submitted ER Larry Jasper LC to fix the problem with the SA for the City and help the people, filed 4 weeks prior to them voting on the GSA. The resolution incorporated a P3 with Omega Investments (Omega) and the City of Pontiac to acquire the Ottawa Towers, to create a Little City franchise contain therein was a legal Memorandum of Understanding outlining their responsibilities and conditions for the parties. Randy Carter had signed a Confidentiality Agreement with Larry Jasper and reviewed its plan to support the community. **Ex. L** Larry Jasper's RFP proposal was purposely misrepresented by the Mayor's Enterprise and its associates for their personal benefit misusing her executive powers as Mayor. **Ex. F,N**

Ex C of GSA forces liability on the City of Pontiac through T2 and calls for the City to pay a 10% interest on any loan it may receive by them. The city loses equity ownership of the Phoenix Facility and

the Ottawa Towers, while all responsibilities are that of the City of Pontiac. The land contract does not have monthly payments and is only charged 3%, a year later, no penalty if sold. The City must pay the Dearborn and T2 capital's expenses in acquiring the private equity hard moneys. Additionally, there were no environmental inspections completed prior to purchase. The City is liable for that cost too, estimated at \$10 Million. Ex E, F This was denied by the Mayor on her Facebook presentation, after Exhibit C was produced on Dec. 8, 2020 and the GSA was signed by the Mayor. Furthermore, specifics and rights were given to the 3rd party that puts the Citizens of the City of Pontiac in jeopardy and shall cause irreparable harm if the GSA contract is as is. Before that Mayor us Pontiac Logo markets false lies to public. Ex. L

The Mayor and her associates used their power as elected officials and private firms to circumvent the Charters rules, systematically, regularly, repetitively in disregard for their constituents in violation of State and Federal laws circumventing the SA's protection of the citizens, issued by this court. Ex A-H

On December 23, 2019, the Mayor misrepresents Omega's partnership proposal (RFP), claiming it was about cryptocurrency. She also announced in public and on record that all RFP's were rejected. She had not, nor had anyone else in the City followed the standard procedures for analyzing Omega's RFP or how it would systematically stabilize the City's financials, provide citizens with paid training and childcare, provide a wraparound insurance for local small businesses and self-employed contractors in construction helping local retailers, entrepreneurs, and citizens while providing preference for Pontiac residences and an equity interest for their constituents in the ownership of Omega's "Little City" development. Ex. N

On January 7, 2020 Larry Jasper was granted the opportunity to present his vision of a P3 by the council, as all RFP's had been rejected by the Mayor. Brain Wloch approach Larry Jasper unknown at the time who he was yell out loud and stated Larry Jasper cannot make a presentation. There was 23 minutes of discussion, before the council initiated any function on the agenda, many discussions occurred. One being the Council had never been in a close-door session on an RFP, another was the Mayor associates

IDS demanding a contract, which was much more expensive than the original competitive bidder, who had emailed an RFP to the President of the Council Kermit Williams. Ironically, John C. Clark who has now become partner of Giamarco Mullins & Horton attorneys for the City of Pontiac, on record indicated he felt Larry Jasper had an unfair advantage, **if allowed to present his vision for the P3 Little City Franchise**, provided to the council hours before the council meeting. On Dec. 23rd, 2019 Mayor rejected all RFP's. Through cloak and dagger tactics the Mayor and her enterprise would systematically confuse the Council and the Public in what the reason was for a close door session. on a rejected RFP, it had never been done before. Additionally, the Mayor would indicate the Purchasing Agent who oversaw the City's RFP process would not be available for comment as she no longer worked for the City of Pontiac. **VIDEO Ex. N**

Furthermore, the Mayor misrepresented to the Council the standing of Larry Jasper's proposal in accordance with the Charter, in the closed-door session. Postponed Larry Jasper's presentation eliminated his opportunity by conducting illegal misrepresentation and procedures. Later opportunities provided for his P3 presentations were delayed until February 14, 2020. On that day, none of the equipment worked, internet interfaced back and forth, the power point presentation equipment didn't work. The public were unable to hear how Larry Jasper's vision for the P3 with the City would help them and their community.

This type of issues has been recurring on a regular basis, weather it is Sidwell numbers for land developments, who is to get a marijuana licenses, zoning issues, and legal contracts, or jurisdictions. Just about every week the Council agenda's would be given on the day prior of hours before having over 200 pages of material, which is almost impossible to go through prior to voting for any resolution. In one case with the Detroit Regional Convention Authority, the Memorandum of Understanding attached to a \$1000 maintenance contract which had a hidden contract within changing legal jurisdiction using the Authority Act of 2008. Systematically removing the Council's involvement with the Phoenix Facility repairs and committed the City to doing all the repairs to make the contract valid with missing exhibits. This information was never disclosed by the executives of the City. This type of deception is standard practice,

repetitively vibrant disregard for State and Federal laws, used to leverage the Council's obligation to their constituents, it also displays the enterprise and its associate's Intentions. You will find 4 affidavits outlining their specific issues and content to racketeering, violation of the State and Federal laws, Michigan Meeting rules and the City of Pontiac Charter rules attached to this motion. **AFFIDAVITS are in Exhibits A-D.**

The GSA was used to circumvent the Court's SA, an empower the Mayor enterprise. It was forced on the Council without legal documents for them to review. It incorporated a P3 obligation, expressed in its Exhibit C. This was not by accident and it violates MLC 15.270 Sec 10 the Open Public Meeting Act and displays the Executive branch's illegal direct actions to leverage the Council to conform to their desires, while damaging the City, its citizens, Larry Jasper, and his company Omega Investments. **Exhibits E & F**

In accordance with Randy Carter being the Councilman Pro Tem and Larry Jasper under MLC 15.271 (2) they have the legal right for the Circuit Court review the GSA in its entirety and compel compliance to Councilman Randy Carter's Emergency Resolution, if it so orders, that shall protect the citizens of Pontiac, submitted and discarded, before the resolution for the Mayor to sign the GSA which forced on by Council. The pandemic crisis has increased the need for high paying jobs, paid training, insurance for self-employed jobs, equity ownership and preference for the community the Little City P3 provides it. **Exhibit G**

The RICO statute includes four distinct violations -- Sections 1962(a-d). To convict a defendant of one of these violations a federal prosecutor must prove each of the elements of the violation beyond a reasonable doubt. The violations and their corresponding elements are as follows:

Elements of Racketeering

1. 18 U.S.C. § 1962(a) -- Acquire an Interest in an Enterprise with Racketeering Income

The Mayor's enterprise and her associates are using the City of Pontiac as their personal bank. The Global Settlement Agreement takes all the City's income and uses it to pay for financial and purchase of the Ottawa Towers combined with the Phoenix Facility real estate for the 3rd party and/or later a created LLC. The ownership is taken from the City and provides them to Dearborn and T2 Capital and Bob Waun and Brain Wloch equity ownership in a P3, systematically eliminating the Council's input of the City finances. The City loses all control and equity interest in the property, but must pay the 3rd

party's expenses, not only for finding a private equity funding for the secondary loan, but also for all the repairs regarding the Settlement Agreement on the Phoenix Facility, and all rights to it are paid yearly for a \$1 dollar. Additionally, is liable for any conditional issues to include a secondary seller loan for \$5.9 Million at 6%, cost of hard money issued by a private equity group, environmental remedies for the school which has a hole in the roof and has been vacant for 15 years. Furthermore, this has happened before with the Bloomfield Park Property owned primarily by REDICO in a LLC with a 32-year abatement on a Billion Dollar property, eliminating the 425 Agreement. The handshake deal done with Italian Stallion with the Mayor, prior to the Emergency Manager acquisition of the Silver Dome through a blind bid for \$583,000 dollars, and the Racer Trust deal with the GM Manufacturing Plant, that was used for Movie Studio's, unannounced to the public made \$136 Million dollars. These are all done by the same entities working as associates of the enterprise, concealed under the veil of political power and public offices, to include the building authority, and the authority Act of 2008 created in the Congress of Michigan, *under the belief of future Chinese Manufacturing in Michigan. Ex A, B*

2. 8 U.S.C. § 1962(b) – Acquire an Interest in an Enterprise Through Racketeering Activity

The Global Settlement Agreement circumvents the citizens of the City of Pontiac, by using attorney client privilege to conceal their illegal activities from the public. To leverage the council and Larry Jasper's proposal to enter a P3 with the City of Pontiac. The Mayor's enterprise and their associates worked together to discredit and leverage the council members through public humiliation, fraud, and misrepresentation. They fire anyone who does not do what they say by flexing their muscles in the RFP process, misrepresented the facts, by pushing for resolutions without proper material and/or missing documentation for the council to make a good decisions consistently and repetitive in their acquisition for other properties, zoning and licenses for marijuana.

However, there is also the other properties like Carriage Circle development which went for 25 years without any taxation, revenue for the City of Pontiac. They transferred title to the property through a quick claim deed for \$1 dollar and would not disclose to council who was the owner, in fact, an LLC was created 2 days before to hide the identity of the owners, but they used 8 Million of Seller financing to approve the project, without disclosure who the seller was to the public. Matt Gibb and the Mayor indicated they would get back to the Council but did not.

Matt Gibb was the Deputy Executive for Oakland County when they initiated the lawsuit on the Phoenix Facility in 2012. Lot 9 attached to the Phoenix Facility was sold to Patterson's Son in Law cheaper than another offer. Then you must take in consideration Oakland County had done a feasibility study to tear down the Phoenix Facility to create a Riverwalk for the Elder Chinese, it was a condition to bring their auto manufacturing to Michigan. Bob Waun has been buying up Downtown Pontiac Properties with partner DEARBORN CAPITAL COMMERCIAL REAL ESTATE yet only provides the City of Pontiac \$100,000 PARTNERSHIP IN THE GSA, yet gets exclusive ownership. Who else is included in the LLC, the LLC's are created within an umbrella through the Enterprise and circumvented public notification, a form of fascism, by using private companies and powerful people to manipulate the council and the city outcomes for their associates and newly created LLC's. Ex. E, F, H Bob Waun gets \$288,000 commission on LC dirt Realty LLC

Attorney/Client privilege was given to Dearborn Capital who was not a part of the Settlement Agreement over the Council Members who were and who had not seen the written document until after it was signed by the Mayor. Why? This is a break in the veil of the confidentiality eliminating a legal attorney/client, therefore, an associate of the enterprise was given equity ownership in the Phoenix Facility and Ottawa Tower I & II. These are civil racketeering methods used by the executives of the City of Pontiac, and others involved in the conspiracy. Ultimately, the Enterprise will transfer ownership through LLC's to hide their ownership, this is why Dearborn & T2 Capital Brian Wloch and Bob Waun have equity ownership in the Ottawa Towers while the taxpayers pays

for it. Once ownership is transferred on the property an LLC is created to incorporate the individuals and/or their non-profits partners and/or corporations, monies are disbursed.

3. 18 U.S.C. § 1962(c) – Conduct or Participate in an Enterprise

On September 15, 2020, a Real Estate Subcommittee was convened but run by Matt Gibb more than the Council's President Kermit Williams. The meeting violated the Michigan Meeting Rules, as it had no quorum only 2 council members, no public publication, no written agenda, yet it was used to submit other proposals predestined by the Mayor's Enterprise and their associates. We got received the previewed-on Dec. 10, 2019. Additionally, the recorded minutes did not reflect the true attendee's or the true nature of the meeting, discussed in the next Council Meeting. Also, it was held in an area where there were no camera's for public viewing. All 4 affidavits outline various specifics to that meeting, which were illegal actions and procedures; meaning that any proposal that came out of it was illegal and did not happen. If we follow either the Charter or State laws. Yet, while under COVID 19 orders by the State of Michigan spacing was not followed, but personal appearances were demanded rather than using Zoom Meeting under amended meeting rules. There was no written agenda for the Real Estate Subcommittee meeting a tactic to undermine the procedural operations of the City. A benefit to the enterprise and their associates, leveraging some Council Members and misrepresent facts to the public. They again misrepresented Larry Jasper and Omega's proposal publicly in Council's and within the agenda openly on the Zoom meeting. Matt Gibb publicly misrepresent Larry Jasper with no ability to rebut his comments, as he was not allowed on the Zoom Meeting. (Leverage) provided through this pandemic. **Open Meetings Act**

The same players previously worked the Bloomfield Park property, circumventing procedure by incorporating a 2ed Brownfield for the demolition when in fact there was only \$200,000 dollars in damage but was misrepresented to the press and public. This was done by Oakland County through Matt Gibb at the time Deputy Executive, today as Economic Director in Pontiac, hired without Council approval through the Mayor, after January 7 2020.

REDICO and their inhouse attorney created the LLC's using attorney/client privilege for the New York private equity group to circumvent Larry Jasper and they purchased the property violating his NDA out of foreclosure, which then was used to fund the purchase the Kaun Building in Detroit. Today, Dan Ringo is REDICO's guy in Pontiac, as he mentored under Watchowski its CEO who is now in charge of DPW without any engineering knowledge. **Ex. A and B**

The Mayor gave REDICO 32 years tax abatement disregarding the 425 Agreement, financially strapping the City available finances and its benefits for the citizens of the City of Pontiac. Favoring their associates of the Enterprise, rather than repairing the Phoenix Facility. It also was a way for non-disclosure of the proposals using Attorney/Client privilege to hold closed sessions under false pretenses, ultimately leveraging a deadline so that the Council Members would have no choice but to vote yes for the Mayor to sign the GSA without any documentation or review of the City Council

4. 18 U.S.C. § 1962(d) – RICO Conspiracy to Violate Section 1962(c)

The Mayor knowingly and acting as the enterprise did use a 3rd party attached through its Exhibit C without Councils approval. Their actions did interfere with a solid alternative. The Global Settlement Agreement provides all equity interest to this 3rd part known as Dearborn Capital and Bob Waun.

On 12-1-2020, the Mayor provided this to the City Council, missing Exhibit A, B & C, Exhibit C is very important because it outlines the City's responsibilities in accordance with Dearborn and T2 Capital actually purchasing the Towers, Seller is Pontiac, but all funds are reliant on the taxpayers. **Ex E, F**

1. Additional properties added to the deal on Page 2 at the top of the page outlined in Sidwell numbers.

2. Pg. 9 you will see **Miscellaneous**; In reality it is a subcontract attached to a Land contract purchase agreement, legal maneuvering done by the attorneys to circumvent the City Council with blank Exhibits
3. Exhibit A sets conditions and paid cost by the City for acquiring a loan, that doesn't exist as of today, and new terms could be applied at any time with no right to exit the deal. Also specifications of the City Conditions.
4. In the GSA agreed to by Stevens **only request a LOI to provide the City a Promissory Note for \$5.6 M due in 2022**. The LOI has so many restrictions it's impossible to guarantee results.
5. There are no Partnership or P3 outline for parties and/or specifications, yet the City is obligated to enter into subcontract with no further involvement of the Council, because 4 council members approved the Mayor to sign the GSA, **technically and legally whatever she decides now are executive rights and circumvent the Council's approval process of the Charter**. Exhibit C pg. 7
6. Closing is supposed to take place on Jan. 4, 2021, and extension cost \$50K to Feb. 4, 2021 Never requested just completed Exhibit C pg. 2
7. The City is to assign lease assignment for all present leases in Ottawa Towers revenue to Dearborn Exhibit C pg. 3
8. The Conditions on loan for \$6.3 M to the **City of Pontiac includes collaterals and a \$315K fee to T2 for early payoff**. Exhibit A pg. 2
9. The City is responsible for their P3 parties entire cost, travel, hotels, reports, 3rd party fees, etc. and must give a **50K deposit**. Exhibit A pg. 3
10. The City must continue repair and maintenance on parking structure Dearborn Capital has 50 year rights to use for a \$1 dollar a year. Maintenance cost is considered at \$600K per year. Exhibit C pg. 7

ARGUMENT

Does the CSA at present benefit the constituents of the City of Pontiac? Obviously not, the City of Pontiac did avoid the Default, but at what cost? The City is completely liable for everything, promissory note \$5.6M at 6%, \$13M Cash, environmental cost est. \$10M on School acquisition, maintenance, primary and secondary financing supported by taxpayers at 10% interest, expenses for Dearborn & T2 Capital, and a P3 with conditions *to be work out later*. With whom? Not the Council, they already gave authorization to the Mayor in a resolution to sign the GSA without documentation or specifics on the P3. Thereby the City shall use City Capital Bonds to fix the repairs, the City Council shall be compelled to conform. **Ex. E,F,J**

Was it constitutional? Did the City follow procedure, or did they follow Charter and State Meeting rules? No! Are these actions considered Civil Racketeering or are they in violation of Federal laws as well? The City of Pontiac did not follow any rules and made them up as they went along forcing the Council to make decisions under duress and attacked by multiple attorney's, not just the Mayor, but Chubb, Clark,

Gibb, and Jaffi Riete REDICO's in house firm. How do we know this? You simply need to review the last year of Council agendas, a pattern of racketeering emerges through misrepresentation, power plays, and illegal actions. Ex N, A Every critical document supported by a resolution is missing addendums, exhibits, correct Sidwell numbers, underlying jurisdiction restrictions, missing taxation documents. In the GSA, you have a contract within a contract through exhibits never reviewed prior or seen to authorizing the Mayor to sign it, hanging the DEFAULT clause of the court ordered SA, which was never the intention of the court.

On September 15, 2020, the City of Pontiac had a Real Estate Subcommittee Meeting in violation of MCL 15.268, which was not open to the public, it was not publicly published, it had no written agenda, and it lacked sufficient Council Members to have a quorum. In addition, proper minutes were not available and on that day the City of Pontiac brought in 3rd parties who did not file an RFP for the Phoenix Facility on December 16, 2019. *They used attorney-client privilege to circumvent public information, illegally.*

Yet this veil was broken that day, and Dearborn or T2 Capital could not have been included under that privilege, Ex I, they were not a part of the 2018 Settlement Agreement. Kevin Fobbs and Scott Foster were present at this meeting along with Larry Jasper. Ex C- D There was no way to record the meeting the internet did not work and the meeting was held in rooms that didn't have cameras. This meeting was illegal, it was nonexistent. Then any transaction thereafter cannot be allowed to be a part of the GSA, because the meeting never occurred, minutes were inaccurate just like 1-7-20. Ex N Larry Jasper was informed about the meeting through Randy Carter who was informed by Ms. Sharp, but nobody answered any of his calls, emails, or text for the agenda, except Randy Carter who didn't know. Randy was not informed of the agenda and told not to be at the meeting, even though the Subcommittee only had 2 Of 3 council members Ex A-D

Under the Whistleblowers' Protection Act, act 469 of 1980 of the State of Michigan, Councilman Pro Tem Randy Carter has signed a notarized affidavit and provided it to Larry Jasper, claiming the Mayor and her associates have illegally initiated the GSA that will hurt its citizens. He also outlined years of abuse of political positions in the City and State hidden in the City of Pontiac. Most importantly was denied the ability to submit his Emergency Resolution that provided a solution for the SA, prior to October 1, 2020,

but was stopped from doing so by the Mayor and her associates breaking laws of the State of Michigan. Randy Carter's Emergency Resolution used Larry Jasper's Company Omega Investments Ltd. to form a P3 with the City, because it creates value for its constituents, stabilizes the City financially, and is outlined in Memorandum of Understanding for parties to the P3. After the Real Estate Subcommittee Dearborn & T2 capital with Bob Waun and Brien Wloch were spotlighted while Larry Jasper character and his company was slandered, Matt Gibb working for the Mayor upset about council members wanting *his* P3 proposal Ex A-D. This was on video in a Zoom Meeting, Larry Jasper could not respond to the people and/or to the City Council. The Emergency laws created by the Chinese virus has provided the Mayor with absolute power, this can not be allowed in Republic, and has resulted in criminal actions by the Mayor's associates.

Councilman Pro Tem Randy Carter requested and then demanded the close-sessions not take place because as they were unsecure, not recorded, and in violation of attorney/client privilege. Ex I Additionally, contracts, LLC's, exhibits, and other documents were not available until after resolutions were voted on, which is backwards. When requested of the City to provide those documents, they were never provided.

The GSA contract was not available to the Council until 11/24/2020 and Exhibit C was omitted. On December 1, 2020, a letter was submitted from Dearborn Capital (a partner with Bob Waun) an associate of the Mayor's in Ex B of the GSA Ex H. This letter indicates they have **NO PLAN** of action the P3 except real estate ownership. DEARBORN Capital is a Commercial Real Estate Company, not financial entity.

- *Exploring* the feasibility of incorporating the library or a community themed resource center into the complex (**Little City Concept displayed on Feb. 14, & Sept 22, 2020**)
- *Enhancing* the reach of educational and training resources to the community (**LC P3**)
- *Collaborating* in the development of other City owned assets like the Perdue School (**There were no environmental inspections done, vacant for 15 years with hole in roof**)
- *Assuring* that the long-term parking commitments are tied to timely and quality development of the Center = **Capital Bonds issued by the City of Pontiac with taxpayers**

- *Adopting* language that allows the City to **compel progress** if aspects of the redevelopment stalled. **Blank Exhibits attached to Exhibit C the GSA added to the P3 requirements.**

Minutes from the Special Meeting of Nov. 21, 2020 are deferred until Dec. 8, 2020. **Ex H** The document omitted was Exhibit C of the GSA. Ironically, it takes all the rights away from the Citizens of Pontiac and the City Council, without them filing suit. Additionally, it is an open ended contract for Brien Wloch and Bob Waun who are now equity owners of the development without an equity interest for the City of Pontiac. It also provides rules in the miscellaneous clause for the P3 plus Ex B of GSA. Furthermore, it has attached blank Exhibits C & D, allowing for legal changes in the contract. This occurs without the City Council's approval while all the liability is put onto the taxpayers authorized by the Mayor and her associates. This is highly irregular and uses leverage and duress of the SA on Phoenix Facility **Ex I** to pass a resolution which was created by the Mayor and her associates, to circumvent the City Council, Larry Jasper, and Omega. *The Mayor is an attorney and is held to higher standards in accordance with the Michigan Bar Association.*

Councilman Pro Tem Randy Carter signed Larry Jasper's confidentiality agreement to discuss "Little City's" proprietary strategies for the P3. They worked together to submit an Emergency Resolution that would solve the issues of the Settlement Agreement default deadline of November 1, 2020. Omega provided a Memorandum of Understanding that outlines the partnership's conditions in the P3. It supports the City of Pontiac and its Constituents, financially, emotionally, and economically. They took legal steps and followed the Charter and Michigan rules. The Mayor denied a Larry Jasper's request for close-session meeting and establish a Real Estate Subcommittee, fraudulently, to make it look like the City was doing its job, but she was setting up her associates to pressure the Council into a contract they had no idea what was in it or what would later be in it. These actions are illegal and violate State and Federal laws. **Ex. E, F, H**

The Little City (LC) provides in essence value to the low income family. The common denominator is extra cash capital. However, they pay taxes to the City weather it is through city property or jobs taxes. Omega's P3 uses those taxes as a way to insure they receive an equity interest in the development as the

City issues its Capital Bonds to make the repairs and improvements to the LC development. This provides ownership through stock in the P3 development, that pays dividends, which can be passed to their heirs.

Additionally, families do not have any extra cash, so if you provide free education it doesn't work, because they have to pay the bills and have a hard time with food, utility bills, and needed accessories like phones and computers. Our P3 provides discounted WI FI 6, paid education, and childcare for job positions and give citizens preference in the LC's job development. We also use a wraparound insurance policy to provide local self-employed and small businesses the ability to work within and on the LC development.

Furthermore, LC produces green electricity, water purification, cloud hosting, and digital system enhancements for medical, professionals' services, education, entertainment, and retail operations, on site at wholesale cost. The retailers on site are supported by local businesses who had to close their doors due to the pandemic crisis by using a 50/50 percentage lease bringing them back. Larry Jasper's plan provides the City of Pontiac its initial investment (COST) plus an additional 20% interest. Omega refinances the project after its seasoning period. Then an equity interest is provided for the citizens of Pontiac with high paying technology jobs; This is to enhance the community generating value. Thereby stabilizing the City and its local economy financially and socially for services and businesses in their community. Ex. L

The LC must be done today, as it will not only be helping Pontiac and its constituents but shall be franchised to help other cities like Pontiac. Pontiac shall become the leader and first franchisee, thereby creating another source of revenue without taxation to the public. Additionally, the duplication shall support future manufacturing needed in Flint, Detroit, Saginaw, and many other Mid-West States. The premise is to lower cost for Green and Technology smart products and systems, so the entire country can afford these products at a wholesale cost, rather than retail cost which in today's present economy, eliminating high unemployment. The Green New Deal was an off shoot of Omega's original business plan taken in NY. The difference is they changed the citizens getting the benefit to the politicians getting the benefits. This whole process starting back in 2011-2012 Phoenix Facility and Bloomfield Park that was influence by Chinese

Manufacturing. We need only to create new products, which the LC does, but more importantly it provides a lucrative value solution for the SA & GSA through stability for the City and its community, as a whole.

The GSA contract was procured under duress and misrepresentation of the Mayor, her executives, and her associates. It was done in a fashion to confuse the general population of their deeds were hidden under a veil that was breached and illegal under the City's SA attorney/client privilege. Randy Carter knew this and decided not to be an accomplice in the illegal activities. In fact, he went to the Attorney General of the State of Michigan and was told by Dana Nessel, she would not investigate or prosecute a black woman democratic mayor. This is unconstitutional as it violates race and gender also politically motivated. Randy's wife is a sitting Representative for the State of Michigan. We must believe Randy's affidavit is substantially accurate, must be considered true. Thereby, under the Whistleblowers Act is valid and file with this petition. Kevin Fobbs is Chairman of ACCRM/AEP and witness the fraudulent behavior of the City of Pontiac.

Many things have happened to the City Council members over the last year to include: Death, Accidents, Murder, and Death threats. Its not hard to believe the duress the Council Members were under especially with a Default deadline on the Phoenix Facility. This court must revisit the GSA, and consider replacing the P3 Partners Dearborn and T2 Capital with Omega Investments Ltd. *There is no harm to the nonmoving party if we close the Ottawa Towers I or II in escrow on February 4, 2021.* The City of Pontiac agreed to pay the sum of \$13 Million. In fact, if we used Larry Jasper's P3 plan the City would only have to pay \$12.5 Million dollars to close, and use the Owners offered land contract instead of hard money.

The non-moving party shall save money with Omega Investments Ltd. partnership. Instead, the GSA proposing using hard money for the future closing of Ottawa Tower II at 10%, our P3 would only be charged 7% through a land contract offered by the Stevens the owners of the Ottawa Towers. Additionally, maintenance cost shall be lower for the P3. The present closing happens on the 4th of February it is on only for the 51111 Woodward property or Ottawa Tower I. Thereby, it does not effect the non-moving party the City of Pontiac. However, Dearborn and T2 capital must not be allowed to a part of the GSA closing as outlined by Ex. C of GSA It includes the P3 with additional limitation under its miscellaneous clause. If we

review **Ex F** of this petition, we see attached Exhibits B, C attached the Ex C of the GSA that state has an extra Ex D **"To be completed by Parties"**. When you connect the Letter provided on December 1, 2020 it outlines a compel mandate if for any reason repairs are stopped. These are basically addendums to the GSA contract where the Council will have no input or remedy to any actions, including but not limited to **City issuance of Capital Bonds**, unless they had filed a lawsuit 60 days from the minutes disclosed on **Dec. 8, 2020**. This was done to circumvent the council and support their personal relationships of the Mayor, it is clear manipulation, misrepresentation and fraudulent actions violating Charter, State, and Federal laws.

December 10, 2019	Mayor presents Bob Waun and Brian Wloch (Dearborn Capital a Commercial real estate company) using Capital Bonds to buy Ottawa Towers I & II . <i>Matches Dec. 8, 2020</i>
December 16, 2019	Larry Jasper submits RFP for P3 with City to convert Ottawa Towers I & II with Phoenix Facility into a Little City franchise using Capital Bonds.
December 23, 2019	Mayor rejects all RFP's and misrepresents Larry Jasper's RFP Larry Jasper during public comments outlines Little Cities benefits. Council likes it. Mayor freaks
December 30, 2019	Kermit Williams puts Larry Jasper on the Agenda for Jan. 7, 2020 to provide the council and public his presentation proposal.
January 7, 2020	Brien Wloch calls out Larry Jasper and states he can't present his Little City project to the Council. Mayor wants Close-Session to discuss RFP never been done before. Chubb states FOIA allows the City to do it. Clark states he sent an opinion to the Council 2 hours before stating Larry Jasper would have unfair advantage if he presents. Mayor holds close door session only to misrepresent the City's objections. Desmond is eliminated from RFP for doing engineering IDS awarded contract, \$250,000 more. The penalties of default in the SA were marketed by the Mayor
January 21, 2020	Larry Jasper's presentation again delayed.
February 14, 2020	All equipment for the presentation do not work mikes, power point The public cannot hear his plan on public TV and even the council members can hear him speak.
March 23, 2020	Council Rejects Detroit Regional Convention Authority proposal Because it circumvents their approval process
May 19, 2020	Reserve Fund has 19.5 Million Mayor rejects forensic audit.
June 9, 2020	Reserve Fund has 12.5 Million. Council
June 17, 2020	Council reduced Phoenix Fund to \$7M IDS and Mayor argue cost.
August 25, 2020	Owners provide option to purchase cash \$7M and Land Contract.
Sept. 15, 2020	Mayor hold illegal Real Estate Subcommittee Meeting
October 28, 2020	Mediation with Ottawa Towers/No documents allowed to be seen.
Nov. 1, 2020	Resolution to sign GSA, no contract council approves under threat of Default of the SA.
Nov. 16, 2020	Funds for Phoenix accessed to close Purdue School. No GSA

Nov. 21, 2020	Special Meeting Dearborn and T2 Capital/ Bob Waun & Brian Wloch...Equity owners GSA no equity for City a Match
Nov 24, 2020	GSA contract no <i>Exhibit C omitted prior to Nov. 21, 2021</i>
Dec 1, 2020	No minutes for 21 st special meeting no contract for P3 - Exhibit C
Dec. 8, 2020	Exhibit C with attach blank addendums Ex. F

Matt Gibb and the Mayor on record slandered Omega Investments and Larry Jasper professionally and personally. This was to alienate the Council and Public from listening to his ideas. We see the difference when we compare the Dearborn and T2 Capital documents and cost to the Emergency Resolution provided by Randy Carter through Omega's plan. The Mayor rejected his RFP, because of her personal agenda. The GSA creates the likelihood of price erosion and loss of market position which are evidence of irreparable harm and business opportunity through Larry Jasper and his vision for Little Cities helping the community.

The rights of the people are at stake, under which the SA was ordered in the first place to protect Pontiac citizens. We must protect the public's interest and provide opportunity for a clear and decisive look at the GSA. We must ask why an open ended contract is used rather than a Memorandum of Understanding. The community needs opportunity to thrive during a pandemic where they can earn on their equity interest. Why were documents not provided before a vote was cast for a resolution that clearly was not in the people's best interest? Did the Mayor and the other attorney know this, the GSA is really a purchase agreement until you take into account the missing Exhibits, and the blank exhibits attached to them that leave it up to GSA parties to make the final decisions. Legally the Council has no standing, if the GSA is allowed to be finalized.

On top of that the City of Pontiac is held liable with no benefits in Exhibit C, while holding captive its citizens for all financial cost without an equity interest in the acquisition of the Ottawa Towers I & II, the repairs on the Phoenix Facility, purchased school environmental cleanup Ex L. The Partnership created within the GSA is illegal on the grounds that it was not contractually disclosed in Open Public Meetings. Omega Investments Ltd. RFP was purposely rejected to allow the Mayor's associates to become a P3 with the City. The citizens' rights, the councils' rights, Larry Jasper's, and Omega's rights have been violated under State and Federal Laws, and the actions of the Mayor and her associates need to be investigated.

The Ottawa Towers are unique in that they have Satellite access and are directly wired to Comcast and were used by GM for On-Star WI FI systems. Oakland County is unique with hot spots for WI FI 6. Thereby providing Omega a unique opportunity to rapidly set up WI FI 6, Artificial Intelligence to oversee its digital highspeed systems for medical, education, professional services, entertainment, retailers, and the local community. Loss of this this type of opportunity cannot be quantified or adequately compensated and is evidence of irreparable harm to Larry Jasper and his company Omega while hurting the community, as they would have an equity interest in the Little City and get quarterly dividends through ownership. Ex L

Additionally, the location in 1965 was designed for a Little City atmosphere with sewer, roads, and electrical from the Master Plan, but was never finished. Combining the Phoenix Facility with the Ottawa Towers is a one of a kind solution in a once in a lifetime 100 year pandemic. The Little City is designed to help the surrounding community better their families through economic and educational situations. The loss of market position is evidence of irreparable harm, as Larry Jasper's P3 plan is better for the citizens of Pontiac and less expensive than the Mayor's enterprise and associates have illegally created through the GSA with malice used of her position of power to eliminate Larry Jasper and his company from receiving the RFP contract position now held by Dearborn & T2 Capital and Bob Waun & Brian Wloch in the GSA, which is a real estate company with no plan. Systematically, set up the Council 3 times to create the same type of contracts in effect eliminating City Council approvals and oversight of the city's financial purse.

Furthermore, Omega plan was supported by Councilman Pro Tem Randy Carter and was not given the same processes as any of the Mayors partners. She had given a closed session for Dearborn Capital and Bob Waun that in part duplicated Jasper, they had an unfair advantage through the executives of the City. Matt Gibb also slander Jasper and Council for considering Omega, but also the GSA they slipped in a Dearborn Letter dated Nov. 20, 2020 Ex D. Ex. A, E, H accepting a P3, guaranteeing no accountability and compelling the City Council to approve anything. Documentation was not disclosed for 3 weeks, created under a cloud of the GSA, while pressure was applied through Default of the SA, simultaneously causes irreparable harm to Larry Jasper, Omega, and the Citizens of Pontiac, eliminating 10 years of R & D. Ex G

In Conclusion

The Court cannot allow illegal actions of our political leaders to hurt the Citizens of the community, especially when a leading Councilman's Pro Tem affidavit claims these actions occurred and link a chain of events that outline a pattern of corruption/racketeering that shall cause irreparable harm, if not changed.

MERITS: The substantial likelihood of merits is outlined in the Affidavits, and attached exhibits displaying the dated legal documents not filed properly throughout the violations of various rules and laws, procedures, and illegal public meetings of the City of Pontiac. Also, the Mayor's and her associates did not allow a vote on Councilman Pro Tem Randy Carter's Emergency Resolution filed prior to the GSA. It was forced on the Council, only 4 voted yes, they had no other choice because the Mayor eliminated that choice, slandering Carter and Jasper. Ex N These violations of the Open Meeting Act, caused irreparable harm to Larry Jasper and the Citizens. His RPP and P3 were misrepresented and taken off the table by the Mayor.

*To obtain a temporary restraining order, Plaintiffs must meet the same standard as for a preliminary injunction. See Miche Bag, LLC v. Thirty One Gifts LLC, No. 2:10-CV-781 TS, 2010 WL 3629686, at *1 (D. Utah Sept. 13, 2010). Plaintiffs "must show: (1) a substantial likelihood of success on the merits; (2) irreparable harm to the movant if the injunction is denied; (3) the threatened injury outweighs the harms that the [temporary restraining order] may cause the opposing party; and (4) the [temporary restraining order], if issued, will not adversely affect the public interest." Aposhtian v. Barr, 958 F.3d 969, 978*

IRREPARABLE HARM: Plaintiff alleges that it will suffer irreparable harm as a result of public harm, loss of jobs, market share associated to the P3 proposal with Larry Jasper's "Little City" proprietary development and its 10 years of R & D. Additionally, the GSA in its present form shall harm the community, Larry Jasper's reputation, and Omega Investments Ltd. loss of business opportunities with a unique fix that can be replicated for other cities. The Federal Circuit has held that such factors can constitute irreparable harm. The Affidavits supports a finding of such harm in this case. Therefore, the Court should find that Plaintiff has shown that it will suffer irreparable harm, if an injunction is not issued.

BALANCE OF HARDSHIPS: Plaintiff must also demonstrate that the irreparable harm the moving party would endure without injunctive relief outweighs any irreparable harm the nonmoving party would

suffer as a result of the injunction. For the same reasons discussed above, Plaintiff has shown that the balance of the hardships weighs in favor of issuance of a temporary restraining order. Docket No. 10, at 16-18. 26 See, e.g., *Purdue Pharma L.P. v. Boehringer Ingelheim GmbH*, 237 F.3d 1359, 1368-71 (Fed. Cir. 2001) (likelihood of price erosion and loss of market position are evidence of irreparable harm); *Bio-Technology Gen. Corp. v. Genentech, Inc.*, 80 F.3d 1553, 1566 (Fed. Cir. 1996) (loss of revenue, goodwill, and research and development support constitute irreparable harm); *Polymer Technologies, Inc. v. Bridwell*, 103 F.3d 970, 975-76 (Fed. Cir. 1996) (loss of market opportunities cannot be quantified or adequately compensated, and is evidence of irreparable harm). Docket No. 8, at Ex. 1.28 See *Auto skill v. National Educational Support Sys.*, 994 F.2d 1476, 1498 (10th Cir. 291993).

PUBLIC INTEREST: "Typically a SA is conditioned on the safety and effectiveness of it results for the community, there exists a public interest and those rights were violated by the Mayor thereby acting as an enterprise and its associates did not protect these rights secured by the SA and the GSA shall create irreparable harm to its Citizens. The focus of the circuit court's public interest analysis should be whether there exists some critical public interest that would be injured by the granted of preliminary relief." No such interest has been identified here; in fact the opposite is true. Therefore, the Court should find that Plaintiffs have shown that it is in the public interest to issue the Temporary Restraining Order


The injunction and restraining order are necessary to stop the Mayor of the City of Pontiac from participating in the P3 with Dearborn and T2 Capital, closing Ottawa Towers real estate in escrow. Presently the GSA, consummates Exhibit C, creating a P3 with the City, under false pretenses made in the secondary contract Ex F, violation MLC 15.263 of which is to take place on February 4, 2021. Those violations were previewed and were predicated by the Mayor on December 10, 2019 and followed through with it for her associate's own benefits by using the financials of the City of Pontiac, denying Larry Jasper his vision for their own agenda while in the process put the citizens of Pontiac in harm's way. In accordance with MCL 15.271 (2) a person commences an action for injunctive relief, that person or persons shall not be required to post security as a condition for obtaining a preliminary injunction or a temporary restraining order.

The court to issue a preliminary injunction and temporary restraining order on the City of Pontiac to stop the finalization of the GSA Exhibit C, until all legal matters are completed. Thereby, continue the real estate closing of Ottawa Tower I in escrow, on February 4th, 2020. The citizens of Pontiac shall be protected from the illegal and unethical actions of the Mayor, her executives, and their associates.

The Plaintiff's ask the court to issue an order that shall compel the City of Pontiac to replace T2 & Dearborn Capital's position within the GSA, by supplementing Omega's proposal to protect the citizens. Plaintiffs ask the court to compel the City of Pontiac to replace Exhibit C Ex. F, with Randy Carter's **Emergency Resolution and Official Memorandum in Ex G**. The P3 was submitted by Councilman Pro Tem Randy Carter. This action shall insure that unfair preferences illegally obtained created by the Mayor and her associates, that were used in the RFP process, set up an illegal real estate subcommittee meeting that circumvented procedural processes, having illegal close door sessions under the attorney/Client privilege of the SA not issued by the Court, is adhered to legally, proof contained within these affidavits. **Ex. A-D** Thereby, protecting the public, eliminating irreparable harm created by illegal actions and unfair privileges used by the Mayor and her associates against Larry Jasper, Omega, and Councilman Randy Carter. **Ex. H**

After review of GSA Exhibit C, we see that the Mayor created a P3 without approval of any written documentation or REVIEW by the City Council, as required by the MCL 15.270. The court shall order the City of Pontiac to pay \$2 Million dollars personal damages to Larry Jasper and Randy Carter for defamation and slander, eliminating Randy Carter's ER to save the City of Pontiac from defaulting on the SA, which creates a viable thriving economic paradigm with no debt, preference, an equity interest for constituents.

Your Truly,


Randolph Carter



Lawrence F. Jasper II

Exhibit A Affidavit by Councilman Randy Carter
Exhibit B Affidavit by Lawrence F. Jasper II
Exhibit C Affidavit by Kevin Fobbs
Exhibit D Affidavit by Scott Foster
Exhibit E Global Settlement Agreement (GSA)
Exhibit F Exhibit C of GSA
Exhibit G Emergency Resolution submitted by
Councilman Pro Tem Randy Carter
ECHIBIT H Letter by Dearborn Capital

#9

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Linnette Phillips, Director, Economic Development

THROUGH: Mayor Deirdre Waterman

DATE: March 2, 2021

RE: ECONOMIC DEVELOPMENT

Resolution to Schedule Public Hearing for Establishment of Industrial Development District at 2100 S. Opdyke

2100 S Opdyke LLC is requesting that the City of Pontiac establish an Industrial Development District on parcel 64-19-03-200-025 as provided in PA 198 of 1974 commonly known as 2100 S. Opdyke. Prior to the District being established, a Public Hearing is required.

The owners purchased the property from Williams International. The property at 2100 Opdyke is the former GM facility. A Formal Site Plan was submitted and approved by the COP Planning Division, December 8, 2020 to construct a 711,360 sq.ft. building for purpose of providing a multi-tenant industrial facility.

No construction has commenced at this time, however, the owners have received letters of interest from two prospective tenants to relocate to the site. The facility would be classified as a "spec" facility and meet the criteria for PA 198 Industrial Development District.

Before adopting a resolution establishing an industrial development district, the City Council is required by state statute to (i) give notice by certified mail to the owners of all real property within the proposed industrial development district, and (ii) hold a public hearing on the establishment of the industrial development district at which those owners and other residents or taxpayers of the local government unit shall have a right to appear and be heard.

We are requesting that your honorable body set the public hearing for March 16, 2021 and give notice of the same by certified mail to the owners of all real property within the proposed industrial development district

RESOLUTION ON FOLLOWING PAGE



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO SCHEDULE PUBLIC HEARING FOR ESTABLISHMENT OF INDUSTRIAL DEVELOPMENT DISTRICT AT 2100 S. OPDYKE ON MARCH 16, 2021

WHEREAS, pursuant to PA 198 of 1974, as amended (M.C.L.A. 207.551 et. seq.), the Pontiac City Council has the authority to establish an Industrial Development District, as defined in M.C.L.A. 207.553(2), within the City of Pontiac;

WHEREAS, 2100 S Opdyke, LLC (“**Petitioner**”) is the owner of that certain real property located in the City of Pontiac and legally described below (the “**Property**”);

WHEREAS, pursuant to M.C.L.A. 207.554(2), Petitioner is the owner of 100% of the state equalized value of the industrial property located within the proposed Industrial Development District;

WHEREAS, Petitioner has petitioned the Pontiac City Council to establish an Industrial Development District on the Property;

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish the proposed Industrial Development District;

WHEREAS, before adopting a resolution establishing an industrial development district, the legislative body shall give notice by certified mail to the owners of all real property within the proposed industrial development district and shall hold a public hearing on the establishment of the industrial development district at which those owners and other residents or taxpayers of the local governmental unit shall have a right to appear and be heard;

WHEREAS, the Pontiac City Council deems it to be in the public interest of the City of Pontiac to schedule a public hearing to consider the establishment of the Industrial Development District as proposed, and to give notice of such hearing as provided in M.C.L.A. 207.554(4):

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that the Pontiac City Council hereby schedules a public hearing on the establishment of an industrial development district on the following described parcel of land situated in the City of Pontiac, Oakland County, and State of Michigan, such hearing to be held on March 16, 2021 at 6:00 PM:

**LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN,
BEING PART OF LOTS 8 & 9, A PART OF "ASSESSOR'S PLAT NO.
110", A PART OF SECTION 3, T. 2N., R. 10 E., AS RECORDED IN LIBER
52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING
WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT
THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION**

3 (AS PREVIOUSLY SURVEYED), T. 2 N., R. 10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN; THENCE S 00°36'21" W ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N 89°23'39" W 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 1331.66 FEET TO THE POINT OF BEGINNING; THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 728.35 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENDMENTS THERETO, AS LAST AMENDED BY EIGHT AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, 40, AND 24 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S 89°35'13" W 35.00 FEET, AND (2) N 00°24'47" W 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56°12'23", LONG CHORD BEARS S 61°29'01" W 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, CENTRAL ANGLE 57°36'46", LONG CHORD BEARS S 62°11'13" W 216.83 FEET), AND (5) N 89°00'24" W 706.20 FEET; THENCE N 00°59'36" E 1815.00 FEET; THENCE S 89°00'24" E 1080.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,939,980 SQUARE FEET OR 44.536 ACRES OF LAND.

SUBJECT TO ANY EASEMENT AND OR RIGHTS OF WAY RECORDED OTHERWISE.

FURTHER RESOLVED, by the Pontiac City Council, that the Pontiac City Council hereby instructs the Interim Clerk to give notice of such public hearing, by certified mail, to all the owners of all real property within the proposed industrial development district prior to the date of the public hearing.

AYES:

NAYS:

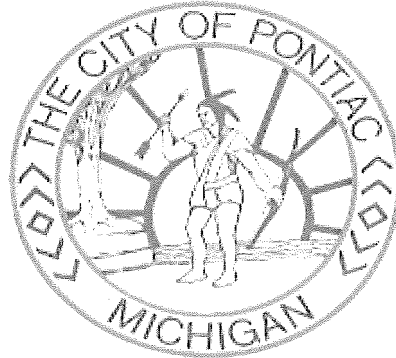
RESOLUTION DECLARED ADOPTED.

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

_____.

City of Pontiac Interim Clerk

CITY OF PONTIAC



CITY OF PONTIAC CITY COUNCIL

NOTICE OF PUBLIC HEARING

ESTABLISHMENT OF INDUSTRIAL DEVELOPMENT DISTRICT AT 2100 S. OPDYKE

NOTICE IS HEREBY GIVEN that the City of Pontiac will hold a public hearing on the establishment of an industrial development district at 2100 S Opdyke. Due to Covid- 19, the hearing will be held electronically as allowed by the amended Open Meetings Act.

Public Comment For individuals who desire to make a public comment, please submit your name and comment in writing to publiccomments@pontiac.mi.us by 5:00 PM, March 9, 2021. Additionally, you may submit your public comment in writing directly to the Office of the Interim City Clerk gdoyle@pontiac.mi.us

The hearing will be held on **Tuesday, March 16, 2021 at 6:00 pm virtually via Zoom and social media for public comments on the establishment of an industrial development district at 2100 S Opdyke.**

Arrangements to reasonably accommodate special needs will be made upon receiving a 72-hour advance notice. Please contact Garland Doyle, Interim City Clerk at 248.758.3007 or via email at gdoyle@pontiac.mi.us

Garland Doyle, Interim Clerk
Published (Oakland Press, _____, 2021)

#10

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Linnette Phillips, Director, Economic Development

THROUGH: Mayor Deirdre Waterman

DATE: February 16, 2021 moved to March 2, 2021

RE: **ECONOMIC DEVELOPMENT**

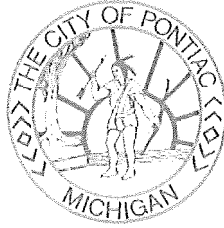
**Resolution to Approve Speculative Building Designation for
2100 S Opdyke, LLC**

2100 S Opdyke LLC is requesting the City of Pontiac approve the building at 2100 S Opdyke designation as a speculative building. The designation of "Speculative" provides for the Michigan Economic Development Corporation (MEDC) in partnership with local communities to offer incentives to encourage the development of speculative building projects. By doing so, programs are aimed at increasing availability of high-quality, single or multi-tenant building space that potentially attract businesses considering new or expanded space in our community.

The owners purchased the property from Williams International. The property at 2100 Opdyke is the former GM facility. A Formal Site Plan was submitted and approved by the COP Planning Division, December 8, 2020 to construct a 711,360 sq.ft. building for purpose of providing a multi-tenant industrial facility.

No construction has commenced at this time, however, the owners have received letters of interest from two prospective tenants to relocate to the site. The facility would be classified as a "spec" facility and meet the criteria for PA 198 Industrial Development District.

RESOLUTION ON FOLLOWING PAGE



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO APPROVE SPECULATIVE BUILDING DESIGNATION FOR 2100 S OPDYKE

WHEREAS, 2100 S Opdyke, LLC (“**Petitioner**”) is the owner of that certain real property located in the City of Pontiac and legally described below, (the “**Property**”).

WHEREAS, on December 8, 2020, Petitioner received Final Site Plan approval from the City of Pontiac Planning Division to construct an approximately 711,360 sq. ft. building (the “**Building**”) for the purpose of providing a multi-tenant industrial facility on the Property;

WHEREAS, on _____, _____, 2021, the Pontiac City Council, acting under the authority of PA 198 of 1974, as amended (M.C.L.A. 207.551 et. seq.) , approved Resolution No. _____ , designating the Property as an Industrial Development District;

WHEREAS, as of the date of this Resolution, Petitioner has not identified specific users for the Building;

WHEREAS, Petitioner has requested the Pontiac City Council to designate the Building as a multi-tenant Speculative Building, as defined in M.C.L.A. 207.553(8), and upon the conditions set forth in M.C.L.A. 207.559(4);

WHEREAS, as a condition of the adoption of this Resolution, the Building must be constructed less than nine (9) years before the filing of the application for the industrial facilities exemption certificate; and

WHEREAS, the Building otherwise qualifies under M.C.L.A. 207.559(2)(e).

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that:

Section 1. The Building, to be located on the following described parcel of land situated in the City of Pontiac, Oakland County, and State of Michigan, to wit:

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING PART OF LOTS 8 & 9, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2N., R. 10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED), T. 2 N., R. 10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN; THENCE S 00°36'21" W ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET;

THENCE N 89°23'39" W 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 1331.66 FEET TO THE POINT OF BEGINNING; THENCE S 00°36'21" W ALONG THE WEST LINE OF OPDYKE ROAD, 728.35 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENDMENTS THERETO, AS LAST AMENDED BY EIGHT AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, 40, AND 24 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S 89°35'13" W 35.00 FEET, AND (2) N 00°24'47" W 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56°12'23", LONG CHORD BEARS S 61°29'01" W 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, CENTRAL ANGLE 57°36'46", LONG CHORD BEARS S 62°11'13" W 216.83 FEET), AND (5) N 89°00'24" W 706.20 FEET; THENCE N 00°59'36" E 1815.00 FEET; THENCE S 89°00'24" E 1080.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,939,980 SQUARE FEET OR 44.536 ACRES OF LAND.

SUBJECT TO ANY EASEMENT AND OR RIGHTS OF WAY RECORDED OTHERWISE.

is hereby declared and approved as a multi-tenant Speculative Building pursuant to PA 198 of 1974, as amended (M.C.L.A. 207.551 et. seq.).

Section 2. The Building shall be designated as a multi-tenant Speculative Building for a period of twelve (12) years from and after its construction, unless revoked earlier as provided in M.C.L.A. 207.565.

Section 3. An application for Industrial Facilities Exemption Certificate may be submitted by the owner or lessee of the Building, as provided in M.C.L.A. 207.555.

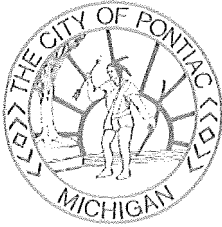
AYES:

NAYS:

RESOLUTION DECLARED ADOPTED

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

Clerk



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Linnette Phillips, Director, Economic Development

THROUGH: Mayor Deirdre Waterman

DATE: February 18, 2021

RE: ECONOMIC DEVELOPMENT

Support Information to the Resolution to Set Public Hearing for the Establishment of An Industrial Development District at 2100 S. Opdyke

City Council requested the Economic Development department provide information on the tax impact if two proposed employers relocated out of the City of Pontiac after their leases expire.

Please note the following for your consideration:

- Fanuc Manufacturing has 105 employees and the COP collected \$26,500 in withholding taxes from them. The company had \$164,000 in income tax or tax year 2019 which is the income tax liability for the company as a result of their net profit
- Erae has 232 employees of which 70 are Pontiac residents who are paid through a staffing agency. However, the company had revenue of \$68,270,827 in 2020.
- Other considerations are the impact of the economic multiplier of employees who spend money to support businesses such as lunch, gas, car wash, grocery stores, etc.
- Employers provide community benefits through partnerships, scholarships, internships and apprenticeships.
- Another prospective tenant has 188 employees who paid \$50,000 in withholding taxes to the COP.
- A smaller prospective tenant with 15 Pontiac employees paid \$1,600 in withholding taxes to the COP.

#11

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Linnette Phillips, Director, Economic Development

THROUGH: Mayor Deirdre Waterman

DATE: February 18, 2021, moved to March 2, 2021

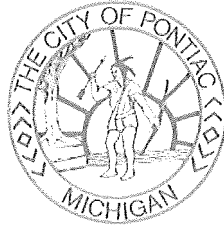
RE: Resolution Recommending Project Allocations for Community Development Block Grant (CDBG) Program Year 2021

The City of Pontiac's application for the Community Development Block Grant (CDBG) Program Year 2021 will be submitted to the Oakland County on March 10, 2021. A total allocation of \$798,883 is projected for the CDBG Program Year 2021.

The following projects are being considered for recommendation for

1. Crime Awareness and Prevention for \$139,665: These funds are to promote awareness and prevention programs above and beyond normal staffing levels including installation of security cameras, monitoring and increasing security staff.
2. Neighborhood Cleanup; Anti-dumping campaign for \$100,000: Efforts to remove trash and debris from neighborhoods, neighborhood cleanup campaigns and graffiti removal. Also, enforce codes related to trash and debris.
3. Senior Center Facilities Updates and ADA compliance for \$175,000: Rehabilitation of the two senior centers; Robert Bowen and Ruth Peterson.
4. Sidewalks for \$384,218: to repair sidewalks throughout the City of Pontiac

RESOLUTION ON FOLLOWING PAGE



CITY OF PONTIAC CITY COUNCIL

RESOLUTION RECOMMENDING PROJCT ALLOCATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2021

Whereas, the City of Pontiac is submitting an application for the Community Development Block Grant; and

Whereas, the grant application will be submitted to the County on March 10, 2021 to Oakland County for Program Year 2021 projects; and

Whereas, the following projects being considered:

- 1. Crime Awareness and Prevention - \$139,665: These funds are to promote awareness and prevention programs above and beyond normal staffing levels including installation of security cameras, monitoring, increased security staff.*
- 2. Neighborhood Cleanup - Anti-dumping campaign for \$100,000: Efforts to remove trash and debris from neighborhoods, neighborhood cleanup campaigns and graffiti removal. Also, enforce codes related to trash and debris.*
- 3. Senior Center Facilities Updates and ADA compliance for \$175,000: \$175,000: Rehabilitation of the two senior centers; Robert Bowen and Ruth Peterson.*
- 4. Sidewalks - \$384,218: to repair sidewalks throughout the City of Pontiac.*

Now Therefore be it Resolved, that the Pontiac City Council approve the submission of the CDBG Program Year 2021 application with the proposed allocations to the Oakland County Community and Home Improvement Division for the total approximate allocation of \$798,883.

#12

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council Members

FROM: Darin Carrington, Finance Director

DATE: February 18, 2021

RE: Resolution to Authorize the City of Pontiac Wastewater Treatment Facility Drainage District to Issue Series 2021 Refunding Bonds

The City of Pontiac Wastewater Treatment Facility Drainage District (the "District") is seeking to issue bonds for the purpose of refunding debt that the District currently has outstanding. In 2012, the District issued bonds (Series 2012 Bonds) to help defray costs associated with the Pontiac Wastewater Treatment Facility. Due to current interest rates being lower than when the Series 2012 Bonds were issued, the District has an opportunity to issue new bonds (Series 2021 Bonds) that will have a lower overall cost than the Series 2012 Bonds.

As proposed, the District would issue the Series 2021 Bonds and use the proceeds of these bonds to pay-off all of the debt outstanding on the Series 2012 Bonds. The maturity schedule for the Series 2021 Bonds would be the same as with the Series 2012 Bonds and the debt would be completely paid in 2034. However, due to lower interest rates the cost for Series 2021 Bonds would be approximately \$5 million lower than that of the Series 2012 Bonds.

The \$5 million in projected savings for the Series 2021 Bonds is a result from approximately \$400,000 in annual interest savings. These savings would be passed along to the ratepayers of the District as they are directly responsible for the outstanding debt. The projected savings would decrease the costs to ratepayers by approximately 1% - 2%.

The transaction is being led by the Oakland County Water Resource Commissioner but approval is required by the City Council. This approval is being requested by the attached resolution. We are recommending approval of this resolution and transaction given the \$5 million in savings that will be achieved by this refunding and the cost savings that will be passed along to the City's ratepayers that are responsible for payment of this debt.

CITY OF PONTIAC

At a _____ meeting of the City Council of the City of Pontiac, Oakland County, Michigan, held on _____, 2021.

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____:

RESOLUTION TO AUTHORIZE REFUNDING

WHEREAS, pursuant to the provisions of Chapter 20 of Act No. 40, Public Acts of Michigan, 1956, as amended, the City of Pontiac Wastewater Treatment Facility Drainage District issued its Drain Bonds, Series 2012A (Taxable), dated August 23, 2012, in the original principal amount of \$53,480,000 (the "Prior Bonds"), to defray the cost of acquiring the City of Pontiac Wastewater Treatment Facility, in anticipation of the collection of the several installments against the City of Pontiac (the "City") on Special Assessment Roll No. 1 for the City of Pontiac Wastewater Treatment Facility, as supplemented by the Supplemental Order of the Chairperson of the Drainage Board for the City of Pontiac Wastewater Treatment Facility; and

WHEREAS, the City has been advised that conditions in the bond market have now improved from the conditions which prevailed at the time the Prior Bonds were sold and that the Prior Bonds could be refunded at a considerable savings to the City; and

WHEREAS, it is the determination and judgment of this City Council that the Prior Bonds should be refunded to secure for the City the anticipated savings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PONTIAC, MICHIGAN, as follows:

1. The City of Pontiac Wastewater Treatment Facility Drainage District is requested and authorized to issue its refunding bonds (the "Refunding Bonds") pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001 as amended, in an amount necessary to refund all or part of the Prior Bonds (as shall be determined by the Drainage Board) and paying the costs of issuing the Refunding Bonds.

2. The proceeds of the Refunding Bonds shall be sufficient to pay the costs of issuing the Refunding Bonds and to establish an Escrow Fund in an amount which will be sufficient to pay the principal of and interest on the Prior Bonds that are refunded without further payment by the City.

3. The City agrees and consents to the imposition of a special assessment against the City on a refunding bonds special assessment roll for the payment of the Refunding Bonds.

4. The Mayor or the Clerk is authorized, if necessary, to file an Application for State Treasurer's Approval to Issue Long-Term Securities with respect to the Refunding Bonds.

5. The Mayor, Clerk and Treasurer are each authorized to approve the circulation of a preliminary and final official statement for the Refunding Bonds, and to cause the preparation of those portions of the preliminary and final official statement for compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule"). The Mayor, Clerk and Treasurer are each authorized to execute and deliver such certificates and to do all other things necessary to effectuate the sale and delivery of the Refunding Bonds.

6. The Mayor, Clerk and Treasurer are each authorized to execute and deliver in the name and on behalf of the City a continuing disclosure certificate to comply with the requirements for a continuing disclosure undertaking by the City pursuant to paragraph (b)(5) of the Rule, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The City hereby covenants and agrees that it will comply with and carry out all the provisions of the Continuing Disclosure Certificate.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YEAS:

NAYS:

ABSTAINING:

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The undersigned, being the duly qualified and acting Clerk of the City of Pontiac, Oakland County, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Pontiac at its _____ meeting held on _____, 2021, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the City. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that minutes of such meeting were kept and will be or have been made available as required thereby.

City Clerk

Dated: _____, 2021

Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

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Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

Refunding Summary

Dated 04/14/2021 | Delivered 04/14/2021

Sources Of Funds

Par Amount of Bonds	\$39,125,000.00
Transfers from Prior Issue Debt Service Funds	3,059,936.25
Total Sources	\$42,184,936.25

Uses Of Funds

Total Underwriter's Discount (0.800%)	313,000.00
Costs of Issuance	219,400.00
Deposit to Current Refunding Fund	41,651,102.07
Rounding Amount	1,434.18
Total Uses	\$42,184,936.25

Flow of Funds Detail

State and Local Government Series (SLGS) rates for Date of OMP Candidates	1/13/2021
Current Refunding Escrow Solution Method	Net Funded
Total Cost of Investments	\$41,651,102.07
Interest Earnings @ 0.071%	3,834.18
Total Draws	\$41,654,936.25

Issues Refunded And Call Dates

Pontiac WWTF 2012A FINAL	6/01/2021
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PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 1.937%(AIC)	8,045,819.74
Transfers from Prior Issue Debt Service Fund	(3,059,936.25)
Contingency or Rounding Amount	1,434.18
Net Present Value Benefit	\$4,987,317.67
Net PV Benefit / Refunded Principal	12.189%
Net PV Benefit / Refunding Principal	12.747%
Average Annual Cash Flow Savings	406,084.14
Total New Net D/S	44,128,727.07
Total Prior D/S	49,813,905.00
Total Cashflow Savings	5,685,177.93

Bond Statistics

Average Life	7.319 Years
Average Coupon	1.7478381%
Net Interest Cost (NIC)	1.8571399%
Bond Yield for Arbitrage Purposes	1.7346362%
True Interest Cost (TIC)	1.8531074%
All Inclusive Cost (AIC)	1.9369356%

Pontiac WWTF 2021 Prelim | SINGLE PURPOSE | 1/14/2021 | 2:35 PM

Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

Sources & Uses

Dated 04/14/2021 | Delivered 04/14/2021

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Total Uses \$42,184,936.25

Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/01/2021	-	-	-	-
06/01/2022	2,745,000.00	0.300%	628,942.75	3,373,942.75
06/01/2023	2,845,000.00	0.400%	548,078.00	3,393,078.00
06/01/2024	2,865,000.00	0.680%	536,698.00	3,401,698.00
06/01/2025	2,895,000.00	0.780%	517,216.00	3,412,216.00
06/01/2026	2,915,000.00	1.130%	494,635.00	3,409,635.00
06/01/2027	2,955,000.00	1.230%	461,695.50	3,416,695.50
06/01/2028	2,990,000.00	1.620%	425,349.00	3,415,349.00
06/01/2029	3,050,000.00	1.720%	376,911.00	3,426,911.00
06/01/2030	3,100,000.00	1.820%	324,451.00	3,424,451.00
06/01/2031	3,100,000.00	1.970%	268,031.00	3,368,031.00
06/01/2032	3,160,000.00	2.040%	206,961.00	3,366,961.00
06/01/2033	3,215,000.00	2.140%	142,497.00	3,357,497.00
06/01/2034	3,290,000.00	2.240%	73,696.00	3,363,696.00
Total	\$39,125,000.00	-	\$5,005,161.25	\$44,130,161.25

Yield Statistics

Bond Year Dollars	\$286,362.99
Average Life	7.319 Years
Average Coupon	1.7478381%
Net Interest Cost (NIC)	1.8571399%
True Interest Cost (TIC)	1.8531074%
Bond Yield for Arbitrage Purposes	1.7346362%
All Inclusive Cost (AIC)	1.9369356%

IRS Form 8038

Net Interest Cost	1.7478381%
Weighted Average Maturity	7.319 Years

Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/01/2021	-	-	-	-
12/01/2021	-	-	350,786.25	350,786.25
06/01/2022	2,745,000.00	0.300%	278,156.50	3,023,156.50
12/01/2022	-	-	274,039.00	274,039.00
06/01/2023	2,845,000.00	0.400%	274,039.00	3,119,039.00
12/01/2023	-	-	268,349.00	268,349.00
06/01/2024	2,865,000.00	0.680%	268,349.00	3,133,349.00
12/01/2024	-	-	258,608.00	258,608.00
06/01/2025	2,895,000.00	0.780%	258,608.00	3,153,608.00
12/01/2025	-	-	247,317.50	247,317.50
06/01/2026	2,915,000.00	1.130%	247,317.50	3,162,317.50
12/01/2026	-	-	230,847.75	230,847.75
06/01/2027	2,955,000.00	1.230%	230,847.75	3,185,847.75
12/01/2027	-	-	212,674.50	212,674.50
06/01/2028	2,990,000.00	1.620%	212,674.50	3,202,674.50
12/01/2028	-	-	188,455.50	188,455.50
06/01/2029	3,050,000.00	1.720%	188,455.50	3,238,455.50
12/01/2029	-	-	162,225.50	162,225.50
06/01/2030	3,100,000.00	1.820%	162,225.50	3,262,225.50
12/01/2030	-	-	134,015.50	134,015.50
06/01/2031	3,100,000.00	1.970%	134,015.50	3,234,015.50
12/01/2031	-	-	103,480.50	103,480.50
06/01/2032	3,160,000.00	2.040%	103,480.50	3,263,480.50
12/01/2032	-	-	71,248.50	71,248.50
06/01/2033	3,215,000.00	2.140%	71,248.50	3,286,248.50
12/01/2033	-	-	36,848.00	36,848.00
06/01/2034	3,290,000.00	2.240%	36,848.00	3,326,848.00
Total	\$39,125,000.00	-	\$5,005,161.25	\$44,130,161.25

Yield Statistics

Bond Year Dollars	\$286,362.99
Average Life	7.319 Years
Average Coupon	1.7478381%
Net Interest Cost (NIC)	1.8571399%
True Interest Cost (TIC)	1.8531074%
Bond Yield for Arbitrage Purposes	1.7346362%
All Inclusive Cost (AIC)	1.9369356%

IRS Form 8038

Net Interest Cost	1.7478381%
Weighted Average Maturity	7.319 Years

Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
06/01/2021	-	(1,434.18)	-	1,434.18
06/01/2022	3,373,942.75	3,373,942.75	3,813,032.50	439,089.75
06/01/2023	3,393,078.00	3,393,078.00	3,828,502.50	435,424.50
06/01/2024	3,401,698.00	3,401,698.00	3,836,872.50	435,174.50
06/01/2025	3,412,216.00	3,412,216.00	3,847,822.50	435,606.50
06/01/2026	3,409,635.00	3,409,635.00	3,849,382.50	439,747.50
06/01/2027	3,416,695.50	3,416,695.50	3,856,102.50	439,407.00
06/01/2028	3,415,349.00	3,415,349.00	3,854,790.00	439,441.00
06/01/2029	3,426,911.00	3,426,911.00	3,861,600.00	434,689.00
06/01/2030	3,424,451.00	3,424,451.00	3,859,200.00	434,749.00
06/01/2031	3,368,031.00	3,368,031.00	3,807,000.00	438,969.00
06/01/2032	3,366,961.00	3,366,961.00	3,801,800.00	434,839.00
06/01/2033	3,357,497.00	3,357,497.00	3,796,600.00	439,103.00
06/01/2034	3,363,696.00	3,363,696.00	3,801,200.00	437,504.00
Total	\$44,130,161.25	\$44,128,727.07	\$49,813,905.00	\$5,685,177.93

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	8,045,819.74
Net PV Cashflow Savings @ 1.937%(AIC)	8,045,819.74
Transfers from Prior Issue Debt Service Fund	(3,059,936.25)
Contingency or Rounding Amount	1,434.18
Net Present Value Benefit	\$4,987,317.67
Net PV Benefit / \$40,915,000 Refunded Principal	12.189%
Net PV Benefit / \$39,125,000 Refunding Principal	12.747%

Refunding Bond Information

Refunding Dated Date	4/14/2021
Refunding Delivery Date	4/14/2021

Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
06/01/2021	-	(1,434.18)	-	1,434.18
12/01/2021	350,786.25	350,786.25	711,516.25	360,730.00
06/01/2022	3,023,156.50	3,023,156.50	3,101,516.25	78,359.75
12/01/2022	274,039.00	274,039.00	679,251.25	405,212.25
06/01/2023	3,119,039.00	3,119,039.00	3,149,251.25	30,212.25
12/01/2023	268,349.00	268,349.00	643,436.25	375,087.25
06/01/2024	3,133,349.00	3,133,349.00	3,193,436.25	60,087.25
12/01/2024	258,608.00	258,608.00	603,911.25	345,303.25
06/01/2025	3,153,608.00	3,153,608.00	3,243,911.25	90,303.25
12/01/2025	247,317.50	247,317.50	559,691.25	312,373.75
06/01/2026	3,162,317.50	3,162,317.50	3,289,691.25	127,373.75
12/01/2026	230,847.75	230,847.75	510,551.25	279,703.50
06/01/2027	3,185,847.75	3,185,847.75	3,345,551.25	159,703.50
12/01/2027	212,674.50	212,674.50	457,395.00	244,720.50
06/01/2028	3,202,674.50	3,202,674.50	3,397,395.00	194,720.50
12/01/2028	188,455.50	188,455.50	400,800.00	212,344.50
06/01/2029	3,238,455.50	3,238,455.50	3,460,800.00	222,344.50
12/01/2029	162,225.50	162,225.50	339,600.00	177,374.50
06/01/2030	3,262,225.50	3,262,225.50	3,519,600.00	257,374.50
12/01/2030	134,015.50	134,015.50	276,000.00	141,984.50
06/01/2031	3,234,015.50	3,234,015.50	3,531,000.00	296,984.50
12/01/2031	103,480.50	103,480.50	210,900.00	107,419.50
06/01/2032	3,263,480.50	3,263,480.50	3,590,900.00	327,419.50
12/01/2032	71,248.50	71,248.50	143,300.00	72,051.50
06/01/2033	3,286,248.50	3,286,248.50	3,653,300.00	367,051.50
12/01/2033	36,848.00	36,848.00	73,100.00	36,252.00
06/01/2034	3,326,848.00	3,326,848.00	3,728,100.00	401,252.00
Total	\$44,130,161.25	\$44,128,727.07	\$49,813,905.00	\$5,685,177.93

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	8,045,819.74
Net PV Cashflow Savings @ 1.937%(AIC)	8,045,819.74
Transfers from Prior Issue Debt Service Fund	(3,059,936.25)
Contingency or Rounding Amount	1,434.18
Net Present Value Benefit	\$4,987,317.67
Net PV Benefit / \$40,915,000 Refunded Principal	12.189%
Net PV Benefit / \$39,125,000 Refunding Principal	12.747%

Refunding Bond Information

Refunding Dated Date	4/14/2021
Refunding Delivery Date	4/14/2021

Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
06/01/2022	Serial Coupon	0.300%	0.300%	2,745,000.00	100.000%	2,745,000.00
06/01/2023	Serial Coupon	0.400%	0.400%	2,845,000.00	100.000%	2,845,000.00
06/01/2024	Serial Coupon	0.680%	0.680%	2,865,000.00	100.000%	2,865,000.00
06/01/2025	Serial Coupon	0.780%	0.780%	2,895,000.00	100.000%	2,895,000.00
06/01/2026	Serial Coupon	1.130%	1.130%	2,915,000.00	100.000%	2,915,000.00
06/01/2027	Serial Coupon	1.230%	1.230%	2,955,000.00	100.000%	2,955,000.00
06/01/2028	Serial Coupon	1.620%	1.620%	2,990,000.00	100.000%	2,990,000.00
06/01/2029	Serial Coupon	1.720%	1.720%	3,050,000.00	100.000%	3,050,000.00
06/01/2030	Serial Coupon	1.820%	1.820%	3,100,000.00	100.000%	3,100,000.00
06/01/2031	Serial Coupon	1.970%	1.970%	3,100,000.00	100.000%	3,100,000.00
06/01/2032	Serial Coupon	2.040%	2.040%	3,160,000.00	100.000%	3,160,000.00
06/01/2033	Serial Coupon	2.140%	2.140%	3,215,000.00	100.000%	3,215,000.00
06/01/2034	Serial Coupon	2.240%	2.240%	3,290,000.00	100.000%	3,290,000.00
Total	-	-	-	\$39,125,000.00	-	\$39,125,000.00

Bid Information

Par Amount of Bonds	\$39,125,000.00
Gross Production	\$39,125,000.00
Total Underwriter's Discount (0.800%)	\$(313,000.00)
Bid (99.200%)	38,812,000.00
Total Purchase Price	\$38,812,000.00
Bond Year Dollars	\$286,362.99
Average Life	7.319 Years
Average Coupon	1.7478381%
Net Interest Cost (NIC)	1.8571399%
True Interest Cost (TIC)	1.8531074%

Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

Current Refunding Escrow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
04/14/2021	-	-	-	0.07	-	0.07
06/01/2021	41,651,102.00	0.070%	3,834.18	41,654,936.18	41,654,936.25	-
Total	\$41,651,102.00	-	\$3,834.18	\$41,654,936.25	\$41,654,936.25	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield

Cash Deposit	0.07
Cost of Investments Purchased with Bond Proceeds	41,651,102.00
Total Cost of Investments	\$41,651,102.07

Target Cost of Investments at bond yield	\$41,561,114.38
Actual positive or (negative) arbitrage	(89,987.69)

Yield to Receipt	0.0705192%
Yield for Arbitrage Purposes	1.7346362%

State and Local Government Series (SLGS) rates for	1/06/2021
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Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

Detail Costs Of Issuance

Dated 04/14/2021 | Delivered 04/14/2021

COSTS OF ISSUANCE DETAIL

Financial Advisor	\$54,900.00
Bond Counsel	\$110,000.00
Rating Agency Fee	\$48,000.00
Advertising	\$1,705.00
State of Michigan Fee	\$1,100.00
MAC Fee	\$400.00
Muniplatform	\$795.00
Escrow and Paying Agent Fee	\$1,000.00
Verification Agent Fee	\$1,500.00
TOTAL	\$219,400.00

Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

Total Original Outstanding Debt Service

DATE	Pontiac WWTF 2012A FINAL	TOTAL P+I
12/01/2012	-	-
06/01/2013	1,285,919.89	1,285,919.89
12/01/2013	832,610.00	832,610.00
06/01/2014	832,610.00	832,610.00
12/01/2014	832,610.00	832,610.00
06/01/2015	2,777,610.00	2,777,610.00
12/01/2015	825,802.50	825,802.50
06/01/2016	2,825,802.50	2,825,802.50
12/01/2016	815,802.50	815,802.50
06/01/2017	2,875,802.50	2,875,802.50
12/01/2017	802,412.50	802,412.50
06/01/2018	2,927,412.50	2,927,412.50
12/01/2018	784,881.25	784,881.25
06/01/2019	2,969,881.25	2,969,881.25
12/01/2019	764,123.75	764,123.75
06/01/2020	3,014,123.75	3,014,123.75
12/01/2020	739,936.25	739,936.25
06/01/2021	3,059,936.25	3,059,936.25
12/01/2021	711,516.25	711,516.25
06/01/2022	3,101,516.25	3,101,516.25
12/01/2022	679,251.25	679,251.25
06/01/2023	3,149,251.25	3,149,251.25
12/01/2023	643,436.25	643,436.25
06/01/2024	3,193,436.25	3,193,436.25
12/01/2024	603,911.25	603,911.25
06/01/2025	3,243,911.25	3,243,911.25
12/01/2025	559,691.25	559,691.25
06/01/2026	3,289,691.25	3,289,691.25
12/01/2026	510,551.25	510,551.25
06/01/2027	3,345,551.25	3,345,551.25
12/01/2027	457,395.00	457,395.00
06/01/2028	3,397,395.00	3,397,395.00
12/01/2028	400,800.00	400,800.00
06/01/2029	3,460,800.00	3,460,800.00
12/01/2029	339,600.00	339,600.00
06/01/2030	3,519,600.00	3,519,600.00
12/01/2030	276,000.00	276,000.00
06/01/2031	3,531,000.00	3,531,000.00
12/01/2031	210,900.00	210,900.00
06/01/2032	3,590,900.00	3,590,900.00
12/01/2032	143,300.00	143,300.00
06/01/2033	3,653,300.00	3,653,300.00
12/01/2033	73,100.00	73,100.00
06/01/2034	3,728,100.00	3,728,100.00
Total	\$78,781,182.39	\$78,781,182.39

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Dr. Deirdre Waterman, Mayor, Darin Carrington, Finance Director and Members of the City Council

FROM: Jim Nash, Water Resources Commissioner

SUBJECT: Refinancing Savings Opportunity

DATE: February 3, 2021

I am pleased to report that my office has been presented with the enviable opportunity to save our customers more than \$5 million through the refinancing of existing bonds. The net present value of the savings amounts to approximately \$4.9 million.

Based on current estimates, refinancing the City of Pontiac Wastewater Treatment Facility Drainage District Drain Bonds, Series 2012A, will reduce future debt service costs by about \$400,000 per year over the remaining life of the bonds. The bonds are scheduled to mature in June 2034.

For your convenience, I have attached a more detailed Preliminary Refunding Analysis prepared by Steven Burke, a chartered financial analyst with Municipal Financial Consultants (MFCI). Mr. Burke's more comprehensive examination contains a debt service comparison which contrasts the existing debt service amount with the estimated refinanced amount by displaying the results in both the actual dollar and present value outcomes.

I am proud to be the bearer of this exciting news, allowing us to capitalize on this very valuable opportunity. I look forward to discussing with City Council at your next available Study Session and presenting a resolution at the following formal City Council Meeting.

Oakland County - City of Pontiac Wastewater Treatment Facility Drainage District

Drain Refunding Bonds, Series 2021 (Taxable)

\$39,125,000

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
06/01/2021	-	(1,434.18)	-	1,434.18
06/01/2022	3,373,942.75	3,373,942.75	3,813,032.50	439,089.75
06/01/2023	3,393,078.00	3,393,078.00	3,828,502.50	435,424.50
06/01/2024	3,401,698.00	3,401,698.00	3,836,872.50	435,174.50
06/01/2025	3,412,216.00	3,412,216.00	3,847,822.50	435,606.50
06/01/2026	3,409,635.00	3,409,635.00	3,849,382.50	439,747.50
06/01/2027	3,416,695.50	3,416,695.50	3,856,102.50	439,407.00
06/01/2028	3,415,349.00	3,415,349.00	3,854,790.00	439,441.00
06/01/2029	3,426,911.00	3,426,911.00	3,861,600.00	434,689.00
06/01/2030	3,424,451.00	3,424,451.00	3,859,200.00	434,749.00
06/01/2031	3,368,031.00	3,368,031.00	3,807,000.00	438,969.00
06/01/2032	3,366,961.00	3,366,961.00	3,801,800.00	434,839.00
06/01/2033	3,357,497.00	3,357,497.00	3,796,600.00	439,103.00
06/01/2034	3,363,696.00	3,363,696.00	3,801,200.00	437,504.00
Total	\$44,130,161.25	\$44,128,727.07	\$49,813,905.00	\$5,685,177.93

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	8,045,819.74
Net PV Cashflow Savings @ 1.937%(AIC)	8,045,819.74
Transfers from Prior Issue Debt Service Fund	(3,059,936.25)
Contingency or Rounding Amount	1,434.18
Net Present Value Benefit	\$4,987,317.67
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Net PV Benefit / \$39,125,000 Refunding Principal	12.747%

Refunding Bond Information

Refunding Dated Date	4/14/2021
Refunding Delivery Date	4/14/2021

#13

RESOLUTION



CITY OF PONTIAC
Department of Building Safety & Planning
PLANNING DIVISION
47450 Woodward Ave | Pontiac, Michigan 48342

Mayor Deirdre Waterman

TO: HONORABLE MAYOR WATERMAN, COUNCIL PRESIDENT WILLIAMS & PONTIAC CITY COUNCIL

FROM: VERN GUSTAFSSON, PLANNING & DEVELOPMENT MANAGER

**SUBJECT: ZMA 21-01 ZONING MAP AMENDMENT
PAAJK HOLDINGS LLC – PATRICK KINAYA
673 W. KENNETT ROAD | PIN 64-14-18-351-022
C-4 SUBURBAN COMMERCIAL TO M-1 LIGHT MANUFACTURING
WITH [CR] CONDITIONAL REZONING**

DATE: FEBRUARY 15, 2021

The City of Pontiac is in receipt of application ZMA 21-02 for a Conditional Zoning Map Amendment [rezoning] per Section 6.802 of the Zoning Ordinance for parcel Number 64-14-18-351-022. The subject site is located on the south side of W. Kennett Road, east of West Road.

The applicant, PAAJK Holdings, LLC – Patrick Kinaya, requests a conditional rezoning from C-4 Suburban Commercial to M-1 Light Manufacturing. At the Planning Commission meeting on February 3, 2021, the Commission recommended the City Council approve the Zoning Map Amendment with [CR] Conditional Rezoning at 673 W Kennett Road, PIN 64-14-18-351-022.

Proposed Zoning Map Amendment Conditions

1. The principal use on the subject site would be limited to a Medical Marihuana grow facility, no other M-1 Light Manufacturing Principal or Special Exception Permitted uses are allowed on this parcel;
2. Completion of project construction and start of operation shall be within 3 years from date of City Council approval of Conditional Rezoning or revert back to C-4 Suburban Commercial zoning district;
3. Upon approval of conditional rezoning, the applicant shall conform to City of Pontiac's Medical Marijuana License Application requirements; and
4. Development of subject parcel shall comply with all applicable City of Pontiac Codes and Ordinances, including the Zoning Ordinance's M-1 zoning district regulations and conditions.

Master Plan

According to the City's 2014 Master Plan Update any new economic prospects on which to build a sustainable destiny with new commercial and industrial development is a major land use objective. It is with this spirit that is embedded in the Master Plan update.

The subject site is designated as Entrepreneurial: Industrial, Commercial & Green mixed-use land use category that allows flexibility in use to encourage the reuse of property in locations around the City. These areas have been identified with the potential to be catalysts for other positive re-investment in corridors by entrepreneurs to start businesses and create jobs in the process. Areas surrounding the subject site are also planned as Entrepreneurial: Industrial, Commercial & Green.

Medical Marihuana Overlay District

Based on our technical review of the proposed rezoning, the subject site is located in the Cesar E Chavez Avenue Medical Marihuana Overlay District. Existing M-1 Light Manufacturing zoning district parcels within the Overlay District are Permitted by Right to include the following Medical Marihuana uses; Safety Compliance, Secure Transporter, Grower and Processor facilities, if all requirement of the Medical Marihuana Zoning Ordinance [Ordinance 2363] are met.

Existing Zoning Districts

Properties to the west and east are zoned C-4 Suburban Commercial. North of subject site is zoned M-1 Light Manufacturing and R-1 One Family dwelling [former Kennett Road landfill], while to the south of the parcel is zoned M-1 and C-3 Corridor Commercial. The proposed Zoning Map Amendment provides a mix of commercial and industrial intensity uses, which implements the mix-use land use classification strategy found in the Pontiac Master Plan, Future Land Use Map.

Rezoning Criteria

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

1. *Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.*

The subject site will conform to the goals and objectives included in the City's Master Plan. The Master Plan created Entrepreneurial districts to redevelop and encourage adaptive reuse of properties to allow various intensity of commercial and industrial uses located within specific areas and support redevelopment along the W. Kennett Rd and Cesar Chavez Avenue Corridors.

2. *Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.*

The site is vacant and does not have any existing natural resources that needs to be preserved.

3. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.*

The existing site itself is not conducive to develop as a regional scale shopping center use. The parcel size could not provide a reasonable return on investment.

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

The proposed development of uses allowed within the M-1 zoning district with [CR] Conditional Rezoning should not negatively impact density, traffic or property values.

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

The City's utilities do have capacity and services will be sufficient to not compromise the City's health, safety, and welfare.

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

Kennett Road is a Major Road owned by the City. Proposed development will not impact the ability of this Road and nearby Cesar E Chavez Avenue, a state trunkline owned the Michigan Department of Transportation to handle potential traffic increases.

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

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

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

With all the previous findings of fact, the requested M-1 zoning district is appropriate than any other zoning district.

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

It would be inappropriate to amend the zoning text in C-4 Suburban Commercial zoning district with its primary goal to create settings for regional shopping centers and automobile sales and services.

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

The proposed rezoning does not create an incompatible zone within the area and it proposes reasonable continuation of corridor commercial and industrial zoning to the north and south of the Cesar E Chavez Avenue Corridor.

ZMA 21-01 - Zoning Map Amendment
Address: 673 W Kennett Road
Parcel: 64-14-18-351-022

Proposed Resolution

Whereas, The City has received an application [ZMA 21-01] for a Zoning Map Amendment with [CR Conditional Rezoning for 673 W Kennett Road identified as Parcel Number. 64-14-18-351-022 from applicant, PAAJK Holdings LLC, - Patrick Kinaya; and

Whereas, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.807 of the Zoning Ordinance, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

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

Whereas, On February 3, 2021, a Public Hearing was held and in consideration of public opinion, the Planning Commission recommends City Council to approve the Zoning Map Amendment request for 673 W Kennett Road approving the change from the current C-4 Suburban Commercial to M-1 Light Manufacturing with CR Conditional Rezoning; and

Now Therefore, Be It Resolved, That the City of Pontiac City Council approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 21-01) request for 673 W Kennett Road, known as Parcel Number 64-14-18-351-022 to amend the current site zoning C-4 Suburban Commercial to M-1 Light Manufacturing with CR Conditional Zoning.

Be It Further Resolved, That the City of Pontiac City Council authorize the execution of a Conditional Rezoning Agreement with the applicant.



Application for Zoning Map Amendment

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address:

673 W Kennel Road, Pontiac, MI 48340-3720

Office Use Only

PF Number:

ZMA 21-01

Sidwell Number: 14-18-351-022

Date: 12.07.2020

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

Applicant (please print or type)

Name	PAAJK HOLDINGS LLC - Patrick Kinaya		
Address	5542 Greenbriar Drive		
City	West Bloomfield		
State	Michigan		
ZIP Code	48322		
Telephone	Main: 248-770-0006	Cell: 248-770-0006	Fax: 248-808-6056
E-Mail	ckinaya@yahoo.com		

Project and Property Information

Name of Proposed Development: PAAJK HOLDINGS LLC

The subject property is location at 585 W Kennel Road on the N/S/E/W side of Kennel Road between West Blvd. and Sarasota Avenue

The property is zoned: C-4 Suburban Business

Proposed Zoning District: M-1 Light Manufacturing

It is proposed that the property will be used as: Medical Marijuana Cultivation Facility

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

Sidwell Number 14-18-351-022, Part of the Southwest 1/4, Section 18, Town 3 North, Range 18 East, City of Pontiac, Oakland County, Michigan, beginning at point located North 66 degrees 52 minutes 10 seconds West, 1222.74 feet, and 1/4 South 23 degrees 09 minutes 41 seconds

Property Owner Information

Name	North Telegraph Associates LLC		
Address	5584 Putnam Drive		
City	West Bloomfield		
State	Michigan		
ZIP Code	48340-1647		
Telephone	Main: 248-770-0006	Cell: 248-770-0006	Fax: 248-808-6056
E-Mail	ckinaya@yahoo.com		

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

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

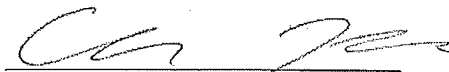
Medical Marijuana Cultivation Facility. See Architectural Site Plan and ALTA Survey included with application.

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

To develop a vacant lot in the Cesar Chavez Marijuana Overlay District. The rezoning would provide revenue for the city and make use of the Medical Marijuana Overlay Districts intent.



Signature of Owner



Signature of Applicant

State of Michigan
County of Oakland

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

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

CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement (the "Agreement") is made this ____ day of _____, 2021, by and between the City of Pontiac, a Michigan municipal corporation, with an office located at 47450 Woodward Ave, Pontiac, Michigan, 48342 ("City"), and PAAJK Holdings LLC, a Michigan limited liability company, ("Developer") with its principal offices located at 5542 Greenbriar Drive, West Bloomfield, Michigan, 48322.

RECITALS

WHEREAS, City is validly exercising all of its powers pursuant to the City Charter;

WHEREAS, Developer is a Michigan corporation organized and existing in good standing under and pursuant to the Business Corporation Act, 1972 PA 284, as amended, and is exercising all of the powers provided therein;

WHEREAS, Developer intends to develop a currently vacant parcel of real property located within the City, specifically parcel number 14-18-351-022 commonly known as 673 W. Kennett Road, Pontiac, Michigan 48340, and being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property"), which is currently zoned C-4 Suburban Business within the Cesar Chavez Marijuana Overlay District, as a medical marijuana grow facility;

WHEREAS, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL §125.3405 et seq,) and under and pursuant to Section 6.807 of the City Zoning Ordinance (the "Zoning Ordinance"), certain conditions voluntarily offered by the owner of land, including an agreement between City and Developer, may become a condition of rezoning of the Property;

WHEREAS, Developer, submitted an Application for a Zoning Map Amendment (attached hereto as **Exhibit B** and made a part hereof, the "Application"), voluntarily offering, in writing, certain conditions to rezone the Property from C-4 Suburban Business within the Cesar Chavez Marijuana Overlay District to M-1 Light Manufacturing within the Cesar Chavez Marijuana Overlay District, including, among other conditions, this Agreement.

WHEREAS, the City Planning Commission on _____, 2021 held a Public Hearing reviewing the Application and voted to recommend approval of the request for conditional rezoning and proposed amendment to the City's Zoning Map based upon this Agreement and the attached Exhibits;

WHEREAS, the City Council, on _____, 2021 voted to approve the request for conditional rezoning and adopted Ordinance No. 20-29 to amend the City's Zoning Map based upon the conditions set forth in this Agreement and the attached Exhibits.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, City and Developer agree as follows:

1. Conditions Running with the Property. This Agreement covers the Property described on the attached **Exhibit A**. This Agreement shall be binding upon and inure to the benefit of Developer and City, and their heirs, representatives, successors, and assigns, and shall run with the Property.

2. Conditional Rezoning Plan. The conditional rezoning was granted by City based upon the Conditional Rezoning Plan presented by Developer, a copy of which is attached hereto as **Exhibit C** and made a part hereof.

3. Confirmation of Zoning. City confirms that the Property has been rezoned from C-4 Suburban Business within the Cesar Chavez Marijuana Overlay District to M-1 Light Manufacturing within the Cesar Chavez Marijuana Overlay District, subject to this Agreement.

4. List of Conditions. The conditional rezoning was granted to Developer based upon conditions which were voluntarily offered by Developer. The conditions which form the basis of the City's grant of the conditional rezoning are as follows:

a. The Property will be developed, if at all, consistent with the Conditional Rezoning Plan presented by Developer, a copy of which is attached hereto as **Exhibit C** and made a part hereof.

b. Of the principal uses permitted within the M-1 Zoning District, the principal use on the Property shall be limited to only a medical marijuana grow facility as referenced in the Zoning Ordinance.

c. Completion of project construction and start of operation shall be within 3 years from date of City Council approval of Conditional Rezoning.

d. The project shall conform to City's Medical Marijuana License Application requirements.

e. The Property shall comply with all applicable City of Pontiac Ordinances, including the Zoning Ordinance, the M-1 zoning district regulations, and related requirements.

5. Acknowledgement. This Agreement was proposed by Developer to induce City to grant the rezoning, and City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in this Agreement; and, the conditions in this Agreement are authorized by applicable state and federal law and constitution; and, that the Agreement is valid and was entered into on a voluntary basis and represents a permissible exercise of authority by City. This Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created

by the proposed use of the Property, taking into consideration the changed zoning district classification, and the specific use authorization granted.

6. Limitations On Development and Other Approvals. The Property shall not be developed or used in a manner inconsistent with this Agreement. This Agreement shall not replace the requirement for preliminary and final site plan, subdivision, condominium, or special land use review and approval, as the case may be.

7. Period of Approval. This Agreement shall expire on _____, 2024, which is three (3) years from the date of this Agreement unless bona fide development of the Property pursuant to approved building and other permits required by City commences within the three (3) year period and proceeds diligently and in good faith as required by the Zoning Ordinance to completion; or, unless an extension of approval is granted by the City Council and upon the recording of a new conditional rezoning agreement. If this Agreement expires, no development shall be undertaken or permits for the Property under this Agreement shall be issued unless permitted by the Zoning Ordinance. The City shall promptly review and process all applications for approvals submitted by the Developer and the City shall not unreasonably delay, condition, withhold, or deny the approval of any such application.

8. Revocation. If Developer violates the terms of this Agreement, after appropriate notice and opportunity for a hearing and cure, the zoning designation of the Property shall return to its original designation of C-4 Suburban Commercial within the Cesar Chavez Marijuana Overlay District.

9. Entire Agreement. This Agreement, the exhibits attached hereto, and the instruments which are to be executed in accordance with the requirements hereof set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between City and Developer concerning the project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions, or understandings, either oral or written, between them other than as set forth herein.

10. Relationship of the Parties. The relationship of City and Developer shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between City and Developer, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.

11. Modification. This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by City and Developer.

12. Michigan Law to Control. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.

13. Due Authorization. City and Developer each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of City, its City Council and all other governmental agencies whose approval may be required as a precondition to the effectiveness hereof, and as to Developer, by the members thereof,

and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

14. No Personal Liability. The obligations hereunder of City and Developer shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, Board member, agent, employee, or partner of any of said entities shall have any personal obligation, responsibility, or liability for the performance of the terms of this Agreement.

15. Signature. This Agreement may be executed in any number of counterparts and may be signed and/or transmitted by facsimile, electronic mail of a .pdf document, or electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The parties further consent and agree that (i) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN" (or similar election), such party is signing this Agreement electronically, and (ii) the electronic signature(s) appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures. Each of the parties intends to be bound by electronically generated signatures and/or by signature(s) on the facsimile or electronically imaged document, is aware that the other party will rely on such signature(s), and hereby waives any defenses to the enforcement of the terms of this Agreement based on the form of signature(s).

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

CITY OF PONTIAC

By: _____
Dr. Deidre Waterman, Mayor

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on _____, 2021, by Deidre Waterman, the Mayor of the City of Pontiac, on behalf of the municipality.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Oakland

PAAJK HOLDINGS LLC

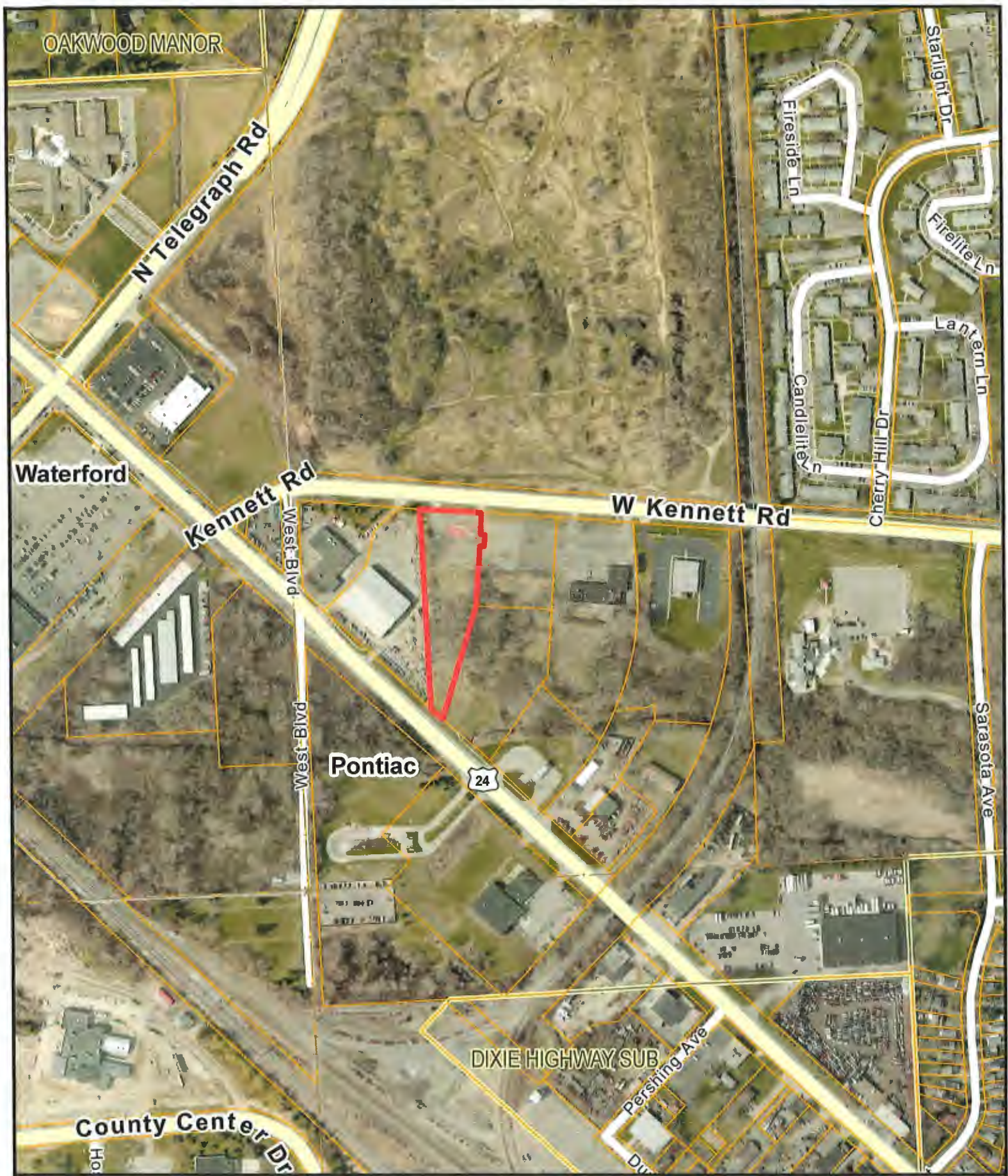
By: _____
Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on _____, 2021, by _____, the _____ for PAAJK Holdings LLC, a Michigan limited liability company on behalf of the company.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Oakland


673 W Kennett



-  2 Foot Contours
-  5 Foot Contours
-  FEMA Base Flood Elevations
-  FEMA Cross Sections
-  100 yr - FEMA Floodplain
-  100 yr (detailed) - FEMA Floodplain
-  500 yr - FEMA Floodplain
-  FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

OAKLAND COUNTY
 ECONOMIC DEVELOPMENT & COMMUNITY AFFAIRS
David Coulter
 Oakland County Executive

Date Created: 1/28/2021

 NORTH
 1 inch = 400 feet

#14

RESOLUTION



CITY OF PONTIAC
Department of Building Safety & Planning
PLANNING DIVISION
47450 Woodward Ave | Pontiac, Michigan 48342

Mayor Deirdre Waterman

TO: HONORABLE MAYOR WATERMAN, COUNCIL PRESIDENT WILLIAMS & PONTIAC CITY COUNCIL

FROM: VERN GUSTAFSSON, PLANNING & DEVELOPMENT MANAGER

SUBJECT: ZMA 21-02 ZONING MAP AMENDMENT
SELECT LABORATORIES LLC – PATRICK KINAYA
585 W. KENNETT ROAD | PIN 64-14-18-351-023
C-4 SUBURBAN COMMERCIAL TO M-1 LIGHT MANUFACTURING
WITH [CR] CONDITIONAL REZONING

DATE: FEBRUARY 15, 2021

The City of Pontiac is in receipt of application ZMA 21-02 for a Conditional Zoning Map Amendment [rezoning] per Section 6.802 of the Zoning Ordinance for parcel Number 64-14-18-351-023. The subject site is located on the south side of W. Kennett Road, east of West Road. Select Laboratories LLC – Patrick Kinaya, the applicant requests a conditional rezoning from C-4 Suburban Commercial to M-1 Light Manufacturing. At the Planning Commission meeting on February 3, 2021, the Commission recommended the City Council approve the Zoning Map Amendment with [CR] Conditional Rezoning at 585 W Kennett Road, PIN 64-14-18-351-023.

Proposed Zoning Map Amendment Conditions

1. The principal use on the subject site would be limited to a Medical Marijuana grow facility, no other M-1 Light Manufacturing Principal or Special Exception Permitted uses are allowed on this parcel;
2. Completion of project construction and start of operation shall be within three years from date of Council approval of Conditional Rezoning or revert back to C-4 Suburban Commercial zoning district;
3. Upon approval of conditional rezoning, the applicant shall conform to City of Pontiac's Medical Marijuana License Application requirements; and
4. Development of subject parcel shall comply with all applicable City of Pontiac Codes and Ordinances, including the Zoning Ordinance's M-1 zoning district regulations and conditions.

Master Plan

According to the City's 2014 Master Plan Update any new economic prospects on which to build a sustainable destiny with new commercial and industrial development is a major land use objective. It is with this spirit that is embedded in the Master Plan update.

The subject site is designated as Entrepreneurial: Industrial, Commercial & Green mixed-use land use category that allows flexibility in use to encourage the reuse of property in locations around the City. These areas have been identified with the potential to be catalysts for other positive re-investment in corridors by entrepreneurs to start businesses and create jobs in the process. Areas surrounding the subject site are also planned as Entrepreneurial: Industrial, Commercial & Green.

Medical Marihuana Overlay District

Based on our technical review of the proposed rezoning, the subject site is located in the Cesar E Chavez Avenue Medical Marihuana Overlay District. In consideration of the proposed rezoning from C-4 Suburban Commercial to M-1 Light Manufacturing zoning district, the following Medical Marihuana uses; Safety Compliance, Secure Transporter, Grower and Processor facilities may be located on this site, if all requirements of the Medical Marihuana Zoning Ordinance [Ordinance 2363] are met.

Existing Zoning Districts

Properties to the west and east are zoned C-4 Suburban Commercial. North of subject site is zoned M-1 Light Manufacturing and R-1 One Family dwelling [former Kennett Road landfill], while to the south of the parcel is zoned M-1 and C-3 Corridor Commercial. The proposed Zoning Map Amendment provides a mix of commercial and industrial intensity uses, which implements the mix-use land use classification strategy found in the Pontiac Master Plan, Future Land Use Map.

Rezoning Criteria

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

1. *Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.*

The subject site will conform to the goals and objectives included in the City's Master Plan. The Master Plan created Entrepreneurial districts to redevelop and encourage adaptive reuse of properties to allow various intensity of commercial and industrial uses located within specific areas and foster redevelopment of the Cesar E Chavez Avenue Corridor.

2. *Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.*

The site is vacant and does not have any existing natural resources that needs to be preserved.

3. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.*

The existing site itself is not conducive to develop as a regional shopping center use. The parcel size could not provide a reasonable return on investment.

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

The proposed development of uses allowed within the M-1 zoning district should not negatively impact density, traffic or property values.

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

The City's utilities do have capacity and services will be sufficient to not compromise the City's health, safety, and welfare.

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

Kennett Road is a Major Road owned by the City. Proposed development will not impact the ability of this Road and nearby Cesar E Chavez Avenue, a state trunkline owned the Michigan Department of Transportation to handle potential traffic increases.

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

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

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

With all the previous findings of fact, the requested M-1 zoning district is appropriate than any other zoning district.

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

It would be inappropriate to amend the zoning text in C-4 Suburban Commercial zoning district with its primary goal to create settings for regional Shopping Centers and automobile sales and services.

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

The proposed rezoning does not create an incompatible zone within the area and it proposes reasonable continuation of corridor commercial and industrial zoning to the north and south of the Cesar E Chavez Avenue corridor.

ZMA 21-02 - Zoning Map Amendment
Address: 585 W Kennett Road
Parcel: 64-14-18-351-023

Proposed Resolution

Whereas, The City has received an application [ZMA 21-02] for a Zoning Map Amendment with [CR Conditional Rezoning for 585 W Kennett Road identified as Parcel Number. 64-14-18-351-023 from applicant, Select Laboratories LLC, - Patrick Kinaya; and

Whereas, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.807 of the Zoning Ordinance, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

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

Whereas, On February 3, 2021, a Public Hearing was held and in consideration of public opinion, the Planning Commission recommends City Council to approve the Zoning Map Amendment request for 585 W Kennett Road approving the change from the current C-4 Suburban Commercial to M-1 Light Manufacturing with CR Conditional Rezoning; and

Now Therefore, Be It Resolved, That the City of Pontiac City Council approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 21-02) request for 585 W Kennett Road, known as Parcel Number 64-14-18-351-023 to amend the current site zoning C-4 Suburban Commercial to M-1 Light Manufacturing with CR Conditional Zoning.

Be It Further Resolved, That the City of Pontiac City Council authorize the execution of a Conditional Rezoning Agreement with the applicant.

Property Owner Information

Name	North Telegraph Associates LLC		
Address	5584 Putnam Drive		
City	West Bloomfield		
State	Michigan		
ZIP Code	48340-1647		
Telephone	Main: 248-770-0006	Cell: 248-770-0006	Fax: 248-808-6056
E-Mail	ckinaya@yahoo.com		

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

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


Medical Marijuana Cultivation Facility. See Architectural Site Plan and ALTA Survey included with application.

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

To develop a vacant lot in the Cesar Chavez Marijuana Overlay District. The rezoning would provide revenue for the city and make use of the Medical Marijuana Overlay Districts intent.



Signature of Owner



Signature of Applicant

State of Michigan
County of Oakland

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

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

CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement (the "Agreement") is made this ____ day of _____, 2021, by and between the City of Pontiac, a Michigan municipal corporation, with an office located at 47450 Woodward Ave, Pontiac, Michigan, 48342 ("City"), and Select Laboratories LLC, a Michigan limited liability company, ("Developer") with its principal offices located at 5542 Greenbriar Drive, West Bloomfield, Michigan, 48322.

RECITALS

WHEREAS, City is validly exercising all of its powers pursuant to the City Charter;

WHEREAS, Developer is a Michigan corporation organized and existing in good standing under and pursuant to the Business Corporation Act, 1972 PA 284, as amended, and is exercising all of the powers provided therein;

WHEREAS, Developer intends to develop a currently vacant parcel of real property located within the City, specifically parcel number 14-18-351-023 commonly known as 585 W. Kennett Road, Pontiac, Michigan 48340, and being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property"), which is currently zoned C-4 Suburban Business within the Cesar Chavez Marijuana Overlay District, as a medical marijuana grow facility;

WHEREAS, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL §125.3405 et seq,) and under and pursuant to Section 6.807 of the City Zoning Ordinance (the "Zoning Ordinance"), certain conditions voluntarily offered by the owner of land, including an agreement between City and Developer, may become a condition of rezoning of the Property;

WHEREAS, Developer, submitted an Application for a Zoning Map Amendment (attached hereto as **Exhibit B** and made a part hereof, the "Application"), voluntarily offering, in writing, certain conditions to rezone the Property from C-4 Suburban Business within the Cesar Chavez Marijuana Overlay District to M-1 Light Manufacturing within the Cesar Chavez Marijuana Overlay District, including, among other conditions, this Agreement.

WHEREAS, the City Planning Commission on _____, 2021 held a Public Hearing reviewing the Application and voted to recommend approval of the request for conditional rezoning and proposed amendment to the City's Zoning Map based upon this Agreement and the attached Exhibits;

WHEREAS, the City Council, on _____, 2021 voted to approve the request for conditional rezoning and adopted Ordinance No. 20-29 to amend the City's Zoning Map based upon the conditions set forth in this Agreement and the attached Exhibits.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, City and Developer agree as follows:

1. Conditions Running with the Property. This Agreement covers the Property described on the attached **Exhibit A**. This Agreement shall be binding upon and inure to the benefit of Developer and City, and their heirs, representatives, successors, and assigns, and shall run with the Property.

2. Conditional Rezoning Plan. The conditional rezoning was granted by City based upon the Conditional Rezoning Plan presented by Developer, a copy of which is attached hereto as **Exhibit C** and made a part hereof.

3. Confirmation of Zoning. City confirms that the Property has been rezoned from C-4 Suburban Business within the Cesar Chavez Marijuana Overlay District to M-1 Light Manufacturing within the Cesar Chavez Marijuana Overlay District, subject to this Agreement.

4. List of Conditions. The conditional rezoning was granted to Developer based upon conditions which were voluntarily offered by Developer. The conditions which form the basis of the City's grant of the conditional rezoning are as follows:

a. The Property will be developed, if at all, consistent with the Conditional Rezoning Plan presented by Developer, a copy of which is attached hereto as **Exhibit C** and made a part hereof.

b. Of the principal uses permitted within the M-1 Zoning District, the principal use on the Property shall be limited to only a medical marijuana grow facility as referenced in the Zoning Ordinance.

c. Completion of project construction and start of operation shall be within 3 years from date of City Council approval of Conditional Rezoning.

d. The project shall conform to City's Medical Marijuana License Application requirements.

e. The Property shall comply with all applicable City of Pontiac Ordinances, including the Zoning Ordinance, the M-1 zoning district regulations, and related requirements.

5. Acknowledgement. This Agreement was proposed by Developer to induce City to grant the rezoning, and City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in this Agreement; and, the conditions in this Agreement are authorized by applicable state and federal law and constitution; and, that the Agreement is valid and was entered into on a voluntary basis and represents a permissible exercise of authority by City. This Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created

by the proposed use of the Property, taking into consideration the changed zoning district classification, and the specific use authorization granted.

6. Limitations On Development and Other Approvals. The Property shall not be developed or used in a manner inconsistent with this Agreement. This Agreement shall not replace the requirement for preliminary and final site plan, subdivision, condominium, or special land use review and approval, as the case may be.

7. Period of Approval. This Agreement shall expire on _____, 2024, which is three (3) years from the date of this Agreement unless bona fide development of the Property pursuant to approved building and other permits required by City commences within the three (3) year period and proceeds diligently and in good faith as required by the Zoning Ordinance to completion; or, unless an extension of approval is granted by the City Council and upon the recording of a new conditional rezoning agreement. If this Agreement expires, no development shall be undertaken or permits for the Property under this Agreement shall be issued unless permitted by the Zoning Ordinance. The City shall promptly review and process all applications for approvals submitted by the Developer and the City shall not unreasonably delay, condition, withhold, or deny the approval of any such application.

8. Revocation. If Developer violates the terms of this Agreement, after appropriate notice and opportunity for a hearing and cure, the zoning designation of the Property shall return to its original designation of C-4 Suburban Commercial within the Cesar Chavez Marijuana Overlay District.

9. Entire Agreement. This Agreement, the exhibits attached hereto, and the instruments which are to be executed in accordance with the requirements hereof set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between City and Developer concerning the project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions, or understandings, either oral or written, between them other than as set forth herein.

10. Relationship of the Parties. The relationship of City and Developer shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between City and Developer, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.

11. Modification. This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by City and Developer.

12. Michigan Law to Control. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.

13. Due Authorization. City and Developer each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of City, its City Council and all other governmental agencies whose approval may be required as a precondition to the effectiveness hereof, and as to Developer, by the members thereof,

and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

14. No Personal Liability. The obligations hereunder of City and Developer shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, Board member, agent, employee, or partner of any of said entities shall have any personal obligation, responsibility, or liability for the performance of the terms of this Agreement.

15. Signature. This Agreement may be executed in any number of counterparts and may be signed and/or transmitted by facsimile, electronic mail of a .pdf document, or electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The parties further consent and agree that (i) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN" (or similar election), such party is signing this Agreement electronically, and (ii) the electronic signature(s) appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures. Each of the parties intends to be bound by electronically generated signatures and/or by signature(s) on the facsimile or electronically imaged document, is aware that the other party will rely on such signature(s), and hereby waives any defenses to the enforcement of the terms of this Agreement based on the form of signature(s).

{Signature Page Follows}

Draft – 1/4/2021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

CITY OF PONTIAC

By: _____
Dr. Deidre Waterman, Mayor

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on _____, 2021, by Deidre Waterman, the Mayor of the City of Pontiac, on behalf of the municipality.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Oakland

SELECT LABORATORIES LLC

By: _____
Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on _____, 2021, by _____, the _____ for Select Laboratories LLC, a Michigan limited liability company on behalf of the company.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Oakland

#15

**Mayoral
Monthly
Report**



CITY OF PONTIAC
FINANCE DEPARTMENT
HUMAN RESOURCES DIVISION
47450 Woodward Avenue
Pontiac, Michigan 48342

TO: Honorable Mayor, Council President, and City Council Members
FROM: Kiearha Davidson, Human Resources Manager
DATE: February 25, 2021
RE: February New Hire Report

Name	Job Title	Department
Ryan Holler	Laborer II	Public Works
Joseph Sykes	Laborer II	Public Works

#16

**Mayoral
Monthly
Report**

02/05/2021 04:44 PM
 User: JPETERS
 DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
 CHECK DATE FROM 01/23/2021 - 01/29/2021

Page: 1/5

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

Check Type: Paper Check

01/25/2021	13130	BOND	AUSTIN LEFEBVRE	201402SMR 201402SMR	75.00 25.00	Open Open
					<u>100.00</u>	
01/25/2021	13131	BOND	DARIUS DIXON	190978QMR	100.00	Open
01/25/2021	13132	BOND	JERRY LAWRENCE LOFTON	1872528SMR	350.00	Open
01/25/2021	13133	BOND	MENARDS	200343SMR	442.94	Open
01/25/2021	13134	BOND	ROBERT KOLODIN	1669437SMR	300.00	Open
01/25/2021	13135	BOND	STORAGE ONE	1263442SMR	30.00	Open
				Total Paper Check:	<u>1,322.94</u>	

BOND TOTALS:

Total of 6 Checks:	1,322.94
Less 0 Void Checks:	0.00
Total of 6 Disbursements:	<u>1,322.94</u>

Bank CONS CONSOLIDATED

Check Type: EFT Transfer

01/25/2021	824(E)	10004301	PNC Bank	7497601	222.27	Open
01/26/2021	825(E)	10003750	WMHIP-W Michigan Health 8890	February 2021	36,260.94	Open
				Total EFT Transfer:	<u>36,483.21</u>	

Check Type: Paper Check

01/29/2021	529398	00000918	Acme Sewer Cleaning	12/16/2020 12/31/20	375.00 450.00	Open Open
					<u>825.00</u>	
01/29/2021	529399	00013277	Advanced Marketing Partners, Inc.	228458	2,120.00	Open
01/29/2021	529400	10003733	Alliance Payment Solutions, Inc	318593	1,000.59	Open
01/29/2021	529401	10002333	Auto Value - APC Store	313-679286 313-679324 313-679348 313-679456 313-680253 313-680254	233.38 229.14 51.92 295.53 339.60 0.20	Open Open Open Open Open Open
					<u>1,149.77</u>	
01/29/2021	529402	00000119	Bostick Truck Center, LLC	124398 124400 251259	137.50 643.91 84.72	Open Open Open
					<u>866.13</u>	

02/05/2021 04:44 PM
 User: JPETERS
 DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
 CHECK DATE FROM 01/23/2021 - 01/29/2021

Page: 2/5

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
01/29/2021	529403	00001156	C&S Motors, Inc.	R101000124:01 R101000170:01 R101000169:01	3,981.80 3,931.80 <u>(3,981.80)</u>	Open Open Open
					3,931.80	
01/29/2021	529404	10003968	City of Rochester Hills	40347	647.34	Open
01/29/2021	529405	10004429	Cleannet of Greater Michigan	DET0091482 DET0091681 DET0091682 DET0091683	500.00 1,625.31 1,625.32 <u>4,030.18</u>	Open Open Open Open
					7,780.81	
01/29/2021	529406	00001244	Comcast Cablevision	825-903542484-0121 825-903542484-1220	357.45 <u>334.49</u>	Open Open
					691.94	
01/29/2021	529407	00001244	Comcast Cablevision	52-812853-0121	276.57	Open
01/29/2021	529408	00000206	Consumers Energy	6180-96321407-0121	449.78	Open
01/29/2021	529409	00001267	Contractors Connection	7150590	120.50	Open
01/29/2021	529410	00001353	Detroit Elevator Co.	190085 190087	184.00 <u>185.00</u>	Open Open
					369.00	
01/29/2021	529411	10004010	Dwayne Lyons	12/24/20 Cash App	200.00	Open
01/29/2021	529412	10000783	GFL Environmental USA Inc	VK0000029514 47523137 47568199 VK0000029513 47523138 47566291 47566292	358.06 816.95 39.35 1,403.40 53.45 113.01 <u>1.76</u>	Open Open Open Open Open Open Open
					2,785.98	
01/29/2021	529413	00013036	Giarmarco, Mullins & Horton, P.C.	93194-000B-113 93194-016B-112 93194-023B-97 93194-057B-75 93194-069B-18 93194-070B-18 93194-067B-22 93194-032B-100	24,015.00 24,475.50 45.00 6,348.00 4,005.00 240.00 3,090.00 <u>4,095.00</u>	Open Open Open Open Open Open Open Open
					66,313.50	
01/29/2021	529414	00000357	Golling Buick GMC Inc.	708705	27.08	Open
01/29/2021	529415	10000009	Great Lakes Auto Superstore LLC	Dec Utilities Feb202 February 2021	1,393.09 <u>5,833.33</u>	Open Open
					7,226.42	
01/29/2021	529416	00001591	Guardian Alarm Company of Michigan	21269210 21269210	895.83 294.72	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				21269210IT	165.36	Open
					<u>1,355.91</u>	
01/29/2021	529417	00001643	Hodges Supply Company	1737195	9.51	Open
				1737196	437.80	Open
					<u>447.31</u>	
01/29/2021	529418	00001649	Home Depot/Comm. Credit	21904	14.49	Open
				24971	35.46	Open
				4020294	56.86	Open
				4021464	79.94	Open
				5021372	79.95	Open
				5021373	126.77	Open
				5021374	120.08	Open
				8024063	93.95	Open
				8024044	89.94	Open
				8024045	99.00	Open
				8090425	99.94	Open
				8090426	51.94	Open
					<u>948.32</u>	
01/29/2021	529419	10000583	LaVanway Sign Company	17664	800.00	Open
01/29/2021	529420	00002068	Miller Canfield Paddock & Stone, PLC	1505728	5,940.00	Open
01/29/2021	529421	10000449	Nichols Heating & Cooling	43244	109.00	Open
01/29/2021	529422	00002197	Nowak & Fraus, PLLC	106817 K088-01	183.00	Open
				106818 K088-02	183.00	Open
				106819 K157-01	2,636.00	Open
				106822 K793	3,345.00	Open
				106825 L728	7,200.00	Open
					<u>13,547.00</u>	
01/29/2021	529423	00002229	Oakland County Road Commission	1232	8,582.45	Open
01/29/2021	529424	00002317	Plante & Moran, PLLC	1936768	15,063.00	Open
				1936770	24,800.00	Open
					<u>39,863.00</u>	
01/29/2021	529425	10004236	Precision Concrete, Inc.	201050-10/31/20	49,542.00	Open
				201150-112820	50,458.00	Open
					<u>100,000.00</u>	
01/29/2021	529426	10004453	RNA Facilities Management	1047	4,704.00	Open
				1165	6,468.00	Open
					<u>11,172.00</u>	
01/29/2021	529427	10004173	Seasonal Property Maintenance LLC	2110	355.00	Open
				2111	355.00	Open
				2112	249.00	Open
				2113	249.00	Open
				2114	90.00	Open
				2115	249.00	Open
				2116	355.00	Open

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				2117	575.00	Open
				2118	575.00	Open
				2119	249.00	Open
				2120	575.00	Open
				2121	249.00	Open
				2122	249.00	Open
				2123	249.00	Open
				2124	355.00	Open
				2125	1,335.00	Open
				2126	508.75	Open
				2127	575.00	Open
				2130	875.00	Open
				2131	575.00	Open
				2132	355.00	Open
				2133	185.00	Open
				2134	575.00	Open
				2135	575.00	Open
				2136	575.00	Open
				2137	249.00	Open
				2138	575.00	Open
					<u>11,935.75</u>	
01/29/2021	529428	00010664	Truck & Trailer Specialties, Inc.	HSO008369	58.90	Open
01/29/2021	529429	00002783	University Lawn Equipment, Inc.	60522	218.14	Open
01/29/2021	529430	10003813	Water Resource Commissioner	52-69413-00-0121	213.20	Open
				786-80882-09-0121	341.12	Open
				825-80806-02-0121	3,182.50	Open
				47450-81007-00-0121	1,214.16	Open
					<u>4,950.98</u>	
01/29/2021	529431	00002832	Waterford A Charter Township	348-96397916-1020	92.08	Open
				348-96397916-1120	185.26	Open
				348-96397916-1220	498.23	Open
				348-5548109-1020	210.04	Open
				348-5548109-1120	301.05	Open
				348-5548109-1220	331.58	Open
				348-69848-00-1120	341.12	Open
				348-69848-00-1220	341.12	Open
					<u>2,300.48</u>	
				Total Paper Check:	<u>299,011.45</u>	
CONS TOTALS:						
Total of 36 Checks:					335,494.66	
Less 0 Void Checks:					0.00	
Total of 36 Disbursements:					<u>335,494.66</u>	
Bank COURT FIFTH THIRD-COURT OPERATING						
Check Type: Paper Check						
01/25/2021	8387	10002889	50th District Court	01/21/21 DEPOSIT	150.00	Open
01/25/2021	8388	10002889	50th District Court	1/5/21 DEPOSIT	605.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
01/25/2021	8389	10002889	50th District Court	1/8/21 DEPOSIT	25.00	Open
01/29/2021	8390	10002889	50th District Court	1/27/2021 DEPOSIT	9.48	Open
01/29/2021	8391	10002889	50th District Court	1/28/2021 DEPOSIT	1.00	Open
				Total Paper Check:	<u>790.48</u>	

COURT TOTALS:

Total of 5 Checks:	790.48
Less 0 Void Checks:	<u>0.00</u>
Total of 5 Disbursements:	<u>790.48</u>

REPORT TOTALS:

Total of 47 Checks:	337,608.08
Less 0 Void Checks:	<u>0.00</u>
Total of 47 Disbursements:	<u>337,608.08</u>

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
02/01/2021	13136	10002889	50th District Court	200782FY 10%	20.00	Open
				13132391OM F	500.00	Open
				200787FY 10%	25.00	Open
				200787FY A	225.00	Open
				201177FY F	250.00	Open
				201053QM 10%	20.00	Open
				201053QM A	180.00	Open
				201052QM 10%	20.00	Open
				201052QM A	120.00	Open
				201498SM 10%	25.00	Open
				190S37040B F	300.00	Open
				1874131FY F	10,000.00	Open
				201576SM 10%	11.00	Open
				201576SM A	99.00	Open
				200931SM F	250.00	Open
				200S19222A F	45.00	Open
				201146FY 10%	50.00	Open
				201504SM 10%	25.00	Open
				200S20227A A	155.00	Open
				200744QM A	86.16	Open
				200S17876B F	45.00	Open
				1365536ST F	20.04	Open
					<u>12,471.20</u>	
02/01/2021	13137	BOND	AMIN AHMED ALLWASY	20M007858A R	10.00	Open
02/01/2021	13138	BOND	ANJNETTE LAWRENCE	201496SM R	225.00	Open
02/01/2021	13139	BOND	ARTURO GONZALES SR	191418SM R	110.00	Open
02/01/2021	13140	BOND	AUSTIN LEFEBVRE	201402SMR	50.00	Open
02/01/2021	13141	BOND	BRANDON EDDIE DONELSON	201052QM R	60.00	Open
02/01/2021	13142	BOND	DIANE MARIE BLAIR	200782FY R	180.00	Open
02/01/2021	13143	BOND	JACK KEY	201146FY R	450.00	Open
02/01/2021	13144	BOND	MONIQUE METOYER	200133SM R	100.00	Open
02/01/2021	13145	BOND	NICOLE MARIE GLOSSON	200S02740A R	54.00	Open
02/01/2021	13146	00002208	OAKLAND COUNTY CLERK	201763FY C	250.00	Open
				201380FY C	250.00	Open
				201566FY C	500.00	Open
				201736FY C	500.00	Open
				200817FY C	250.00	Open
				201195FY C	200.00	Open
				201650FY C	500.00	Open
				1873714FY C	500.00	Open
				201065FY C	500.00	Open
					<u>3,450.00</u>	
02/01/2021	13147	00002208	OAKLAND COUNTY CLERK	201258FY C	1,000.00	Open
02/01/2021	13148	BOND	PAMELA GREEN	201504SM R	225.00	Open
02/01/2021	13149	BOND	PAULA DIGGS	200895OM R	100.00	Open
02/01/2021	13150	BOND	TOMIANN RAQUEL MONTNEY	17H006258B R	348.00	Open
02/01/2021	13151	BOND	TYUS LAVERNE	16143585QMR	171.00	Open
02/04/2021	13152	10002889	50th District Court	201184FT 10%	11.00	Open
				200S10420B A	2.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				201581SM 10%	11.00	Open
				201581SM A	99.00	Open
				170807235A F	564.00	Open
				191608SM 10%	50.00	Open
				200809848A A	45.00	Open
				201058FY F	200.00	Open
					<u>982.00</u>	
02/04/2021	13153	BOND	CHARLES RICHARDS	200250QM R	7.00	Open
02/04/2021	13154	BOND	EMILY KING	200675OM R	100.00	Open
02/04/2021	13155	BOND	MARC PEEK	201184FT R	99.00	Open
02/04/2021	13156	BOND	MONICA DEVON TADEMY	09122738CO R	162.00	Open
02/04/2021	13157	00002208	OAKLAND COUNTY CLERK	201674FY C	150.00	Open
				201658FY C	250.00	Open
				200945FY C	250.00	Open
				191249FY C	4,250.00	Open
					<u>4,900.00</u>	
02/04/2021	13158	BOND	RAQUEENA THOMAS	191608SM R	450.00	Open
				Total Paper Check:	<u>25,704.20</u>	
BOND TOTALS:						
Total of 23 Checks:					25,704.20	
Less 0 Void Checks:					0.00	
Total of 23 Disbursements:					<u>25,704.20</u>	
Bank CONS CONSOLIDATED						
Check Type: EFT Transfer						
02/01/2021	826(E)	10004293	North Bay Drywall, Inc	January 11, 2021	443.66	Open
02/01/2021	827(E)	10004293	North Bay Drywall, Inc	January 15, 2021	2,104.05	Open
02/01/2021	828(E)	00000603	Oakland County Treasurer	2021-0115 County	164,041.82	Open
02/01/2021	829(E)	10003903	Pontiac Public Library	2021-0115Library	1,977.67	Open
02/01/2021	830(E)	00012890	Pontiac Schools	2021-0115MESSA	1,025.55	Open
02/01/2021	831(E)	00012890	Pontiac Schools	2021-0115Operating	26,880.92	Open
02/01/2021	832(E)	00012890	Pontiac Schools	2021-0115Sinking	6,686.50	Open
				Total EFT Transfer:	<u>203,160.17</u>	
Check Type: Paper Check						
02/05/2021	529432	REFUND DEP	123 Net	R205468-19-0025	2,875.00	Open
				R205468-19-0026	2,875.00	Open
					<u>5,750.00</u>	
02/05/2021	529433	10003733	Alliance Payment Solutions, Inc	319043	624.52	Open
02/05/2021	529434	10004305	Ameena Razia Sheikh	12-10-20 AM	300.00	Open
				12-17-20 201378CM	67.00	Open
					<u>367.00</u>	

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02/05/2021	529435	00000050	AT & T	8310005335294-0121 8310005335298-0121 8310005335298-0121CR	2,231.30 1,845.08 <u>(1,845.08)</u> 2,231.30	Open Open Open
02/05/2021	529436	00001156	C&S Motors, Inc.	R101000235:01 X101003349:01 X101003442:01	2,146.46 26.36 <u>763.72</u> 2,936.54	Open Open Open
02/05/2021	529437	00010597	Charesa D. Johnson	9-8-20 200603SM 12-1-20 20-OS17562A 12-1-20 201563SM 12-2-20 20-OS17747A 12-2-20 20-OS17861A 12-2-20 201095SM 12-8-20 200360SM 12-8-20 201386SM	530.00 8.00 13.00 13.00 18.00 20.00 158.00 <u>122.00</u> 882.00	Open Open Open Open Open Open Open Open
02/05/2021	529438	10003968	City of Rochester Hills	40421	1,369.47	Open
02/05/2021	529439	00001244	Comcast Cablevision	990-878763-0121	358.56	Open
02/05/2021	529440	10004348	Cory Westmoreland	10-9-20 190174OM 12-16-20 AM	430.00 <u>300.00</u> 730.00	Open Open
02/05/2021	529441	REFUND DEP	Crown Castle Fiber LLC	R188489 R188489-108 R190845 R191415 R204675 R210881	7,647.50 546.25 289.80 2,300.00 2,875.00 <u>4,450.50</u> 18,109.05	Open Open Open Open Open Open
02/05/2021	529442	REFUND DEP	D J Demolition	R205078	1,000.00	Open
02/05/2021	529443	10003307	Dave's Electric Services, Inc.	15471 15475	349.75 <u>594.50</u> 944.25	Open Open
02/05/2021	529444	00010679	DLZ Michigan, Inc -Johnson&Andersor	144644 144752	4,510.17 <u>97.00</u> 4,607.17	Open Open
02/05/2021	529445	10004332	Edith Blakney Law Firm, PLLC	12-9-20 200847OM	150.00	Open
02/05/2021	529446	00000284	Elam Service Group	012021	9,980.00	Open
02/05/2021	529447	00001444	Energy Shield, Inc.	0011434-IN	8,492.00	Open
02/05/2021	529448	10004088	Fidelity Security Life Insurance Cc	164664220 164664206	151.08 <u>473.19</u> 624.27	Open Open
02/05/2021	529449	00000339	Garrett Door Co.	10/31/20	140.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
02/05/2021	529450	10002659	George W. Auch Company	37343	57,656.00	Open
02/05/2021	529451	00000436	Gracey Law Firm, PLLC	7-16-20 200773SD	25.00	Open
				8-4-20 191447SD	33.00	Open
				8-6-20 191576SD	33.00	Open
				10-14-20 C103743OM	20.00	Open
				10-19-20 200023SM	33.00	Open
				12-11-20 191651SM	25.00	Open
				10-19-20 200681QM	75.00	Open
				11-6-20 190067QM	20.00	Open
				11-6-2005115642CC	20.00	Open
				11-10-20 200S09831A	17.00	Open
				11-10-20 200S17693B	17.00	Open
				11-10-20 200728QM	17.00	Open
				11-10-20 200756QT	8.00	Open
				11-10-20 12130156QM	17.00	Open
				11-13-20 200S16609A	17.00	Open
				11-13-20 200S18714B	17.00	Open
				11-13-20 200S18897A	17.00	Open
				11-13-20 200S22166A	17.00	Open
				11-13-20 200S22166A	17.00	Open
				11-13-20 200728QM	8.00	Open
				11-16-20 190067QM	25.00	Open
				11-16-20 05115642CO	17.00	Open
				11-16-20 AM	200.00	Open
				12-3-20 170S08707B	25.00	Open
				12-3-20 200S20487A	20.00	Open
				12-3-20 191894QM	20.00	Open
				12-3-20 200224QM	20.00	Open
				12-3-20 200250QM	25.00	Open
				12-7-20 AM	200.00	Open
				12-9-20 200S0983A	33.00	Open
				12-9-20 200S18718B	125.00	Open
				12-9-20 200S18897A	33.00	Open
				12-9-20 12130156QM	67.00	Open
				12-11-20 200S16609A	67.00	Open
				12-11-20 191576SD	108.00	Open
				12-11-20 200023SM	125.00	Open
				12-11-20 200681QM	50.00	Open
				12-11-20 200758QT	50.00	Open
				12-11-20 200756SM	50.00	Open
				12-11-20 C103742OM	50.00	Open
				12-28-20 191447SD	167.00	Open
					<u>1,930.00</u>	
02/05/2021	529452	00000436	VOID			Open
02/05/2021	529453	10001866	Grennan Construction	9713	900.00	Open
02/05/2021	529454	00001591	Guardian Alarm Company of Michigan	21350398	140.96	Open
02/05/2021	529455	10003261	Hillarie F. Boettger, PLLC	12-10-20 201487SM	188.00	Open
02/05/2021	529456	10001885	Hubbell, Roth & Clark, Inc.	184764	23,705.63	Open
				184765	3,748.50	Open
				184766	2,381.72	Open
				184767	766.76	Open
				184768	12,851.02	Open
				184769	2,901.75	Open
				184770	111.60	Open
				184771	714.00	Open
				184772	<u>1,847.25</u>	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					49,028.23	
02/05/2021	529457	10004337	Idumesaro Law Firm, PLLC	12-4-20 200222SM 12-4-20 1872728ST 12-4-20 1873869SM 12-7-20 200418SD 12-8-20 200222SM 12-14-20 200893QM 12-14-20 AM 12-24-20 201440SM 12-29-20 201581SM	18.00 25.00 28.00 37.00 40.00 30.00 37.00 75.00 193.00	Open Open Open Open Open Open Open Open Open
					483.00	
02/05/2021	529458	10003866	K and Q Law, PC	12-12-20 200065QM 12-12-20 200889QM 12-12-20 201276SM 12-15-20 200S23931B 12-16-20 AM	67.00 25.00 433.00 28.00 100.00	Open Open Open Open Open
					653.00	
02/05/2021	529459	REFUND DEP	KanaanComm-East	R206399	4,025.00	Open
02/05/2021	529460	REFUND DEP	Larry Robinson	1-8 & 13-21	63.77	Open
02/05/2021	529461	10003942	Law Office of D Ann Parker, PC	12-15-20 AM 12-23-20 200025SM 12-22-20 AM	200.00 225.00 300.00	Open Open Open
					725.00	
02/05/2021	529462	10004388	Law Office of Christophen R Shemke	12-10-20 200899SM	150.00	Open
02/05/2021	529463	10002474	Law offices of Moneka L. Sanford	PI11-19-20 1771384SD 12-15-20 AM 12-16-20 200844ST 12-18-20 190731SM	542.00 125.00 400.00 300.00	Open Open Open Open
					1,367.00	
02/05/2021	529464	10003741	Law Offices of Nadine R.Hatten, PLLC	12-10-20 AM	100.00	Open
02/05/2021	529465	00012690	Law Offices of Paulette Michel, PLLC	11-5-21 AM 12-1-20 AM 12-16-20 AM	50.00 250.00 100.00	Open Open Open
					400.00	
02/05/2021	529466	10003930	Leslie Tire Services, Inc.	3094242	420.00	Open
02/05/2021	529467	00010223	Lisa C Watkins Law Office	11-13-20 200758QM 12-9-20 AM 12-10-20 1872642SM 12-15-20 200009SM 12-30-20 200758QM	33.00 100.00 425.00 650.00 100.00	Open Open Open Open Open
					1,308.00	
02/05/2021	529468	10000123	Marilyn D.Walker	12-11-20 200S19363A 12-10-20 200S24032A 12-10-20 200002QM 12-10-20 200895QM	20.00 17.00 17.00 17.00	Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				12-10-20 200896OM	33.00	Open
				12-10-20 200901OM	20.00	Open
				12-14-20 AM	100.00	Open
				12-17-20 201481SM	150.00	Open
					<u>374.00</u>	
02/05/2021	529469	10003945	Nancy Anne Plasterer	10-20-20 190990SM	23.00	Open
				10-26-20 201425SM	25.00	Open
				12-1-20 201428SM	155.00	Open
				12-10-20 190990SM	192.00	Open
				12-19-20 20-1278SM	75.00	Open
				12-19-20 Walker	75.00	Open
					<u>545.00</u>	
02/05/2021	529470	10001088	Nelco Supply Co.	10110163	113.20	Open
				10110662	190.80	Open
				10110663	27.80	Open
					<u>331.80</u>	
02/05/2021	529471	10000449	Nichols Heating & Cooling	66309	2,240.00	Open
02/05/2021	529472	00002197	Nowak & Fraus, PLLC	106426	18,458.00	Open
				106429	20,557.00	Open
				106430	1,220.00	Open
				106431	244.00	Open
				106432	2,588.00	Open
				106438	9,290.50	Open
				106446	2,125.00	Open
				106813	18,683.50	Open
				106816	26,901.00	Open
				106827 Drawings	4,250.00	Open
					<u>104,317.00</u>	
02/05/2021	529473	00000596	NTH Consultants, Ltd	624807	7,390.54	Open
02/05/2021	529474	00002221	Oakland County Executive Office	2021-0115Brownsfield	18,279.46	Open
02/05/2021	529475	10004333	Pipeline Management Company, Inc.	2020-142	34,148.00	Open
02/05/2021	529476	00012896	Rehmann Group, LLC	RR634176	7,400.00	Open
02/05/2021	529477	00013067	Scott C. Kozak, Attorney at Law	7-9-20 200438OM	25.00	Open
02/05/2021	529478	10003769	Service Heating & Plumbing Corp	2012025	47.00	Open
				2101004	259.70	Open
				2010049	730.19	Open
				2012002	164.50	Open
				2012020	1,664.76	Open
					<u>2,866.15</u>	
02/05/2021	529479	00013050	Stacy A. Drouillard	12-15-20 200210SD	20.00	Open
				12-15-20 1670465SD	20.00	Open
				12-14-20 201619SM	75.00	Open
				12-15-20 AM	180.00	Open
				12-15-20 AM	100.00	Open
				12-29-20 201435SM	210.00	Open
					<u>605.00</u>	
02/05/2021	529480	00002630	State of Michigan	2021-0115SET	190.61	Open

02/05/2021 05:06 PM
 User: JPETERS
 DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
 CHECK DATE FROM 01/30/2021 - 02/05/2021

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
02/05/2021	529481	00000275	The Law and Mediation Center PLLC	12-10-20 180527347A 12-10-20 AM	87.00 100.00 <u>187.00</u>	Open Open
02/05/2021	529482	10004376	Thomson Reuters Applications, Inc.	843770338	121.20	Open
02/05/2021	529483	00013076	Turner Sanitation	A-52766	200.00	Open
02/05/2021	529484	00000851	Wade-Trim/Associates	2019978	140,975.00	Open
02/05/2021	529485	10003813	Water Resource Commissioner	10-80898-00-0121 70-81022-00-0121 70-81023-00-0121 110-81011-00-0121 216-80907-01-0121 216-80908-00-0121 216-80909-03-0121	42.64 1,190.20 42.64 1,042.05 19.80 106.60 19.80 <u>2,463.73</u>	Open Open Open Open Open Open Open
02/05/2021	529486	00002895	Young Supply Co.	20202617-00	100.80	Open
				Total Paper Check:	<u>501,594.38</u>	

CONS TOTALS:

Total of 62 Checks:	704,754.55
Less 1 Void Checks:	0.00
Total of 61 Disbursements:	<u>704,754.55</u>

Bank COURT FIFTH THIRD-COURT OPERATING

Check Type: Paper Check

02/01/2021	8392	00000050	AT & T	248857950101	37.17	Open
02/01/2021	8393	00001244	Comcast Cablevision	8529101461030042	104.85	Open
02/01/2021	8394	10004110	Eric Adam Nissani	201599FY I	70.00	Open
02/01/2021	8395	00001649	Home Depot/Comm. Credit	6614293	21.51	Open
02/01/2021	8396	10003909	Maria Fabiana Valy Gialdi	210037SM I	70.00	Open
02/01/2021	8397	10000608	Oakland Mediation Center	20-02 20-11	2,936.25 2,936.25 <u>5,872.50</u>	Open Open
02/01/2021	8398	10004191	Ogletree Deakins Nash Smoak & Stew	90337659	1,291.50	Open
02/01/2021	8399	00000641	Pitney Bowes Global Financial	33312836949	482.46	Open
02/01/2021	8400	00000641	Pitney Bowes Global Financial	8000909006502145	1,985.41	Open
02/01/2021	8401	00010900	Shred-It USA LLC	8181225071	117.62	Open
02/01/2021	8402	10004418	Susan M Moiseev	MOISEEV 1/2021	1,301.20	Open
02/02/2021	8403	10002889	50th District Court	2/1/21 DEPOSIT	0.40	Open
02/04/2021	8404	10002889	50th District Court	2/3/21 DEPOSIT	5.00	Open
02/04/2021	8405	00013053	City of Pontiac	FEBRUARY 2021	600,000.00	Open
02/04/2021	8406	10004429	Cleannet of Greater Michigan	DET0092274	4,021.07	Open
02/04/2021	8407	BOND	ICLE	771107	531.00	Open
02/04/2021	8408	10003909	Maria Fabiana Valy Gialdi	201357FY I	70.00	Open
02/04/2021	8409	10004108	Ricardo Caceres	210011FY I	70.00	Open
02/04/2021	8410	00002483	ROSE PEST SOLUTIONS	30902983	50.00	Open
				Total Paper Check:	<u>616,101.69</u>	

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User: JPETERS
DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 01/30/2021 - 02/05/2021

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
COURT TOTALS:						
Total of 19 Checks:					616,101.69	
Less 0 Void Checks:					0.00	
Total of 19 Disbursements:					<u>616,101.69</u>	
Bank PNCMM PNC MONEY MARKET						
Check Type: EFT Transfer						
02/01/2021	161(E)	00013053	City of Pontiac	2021-0115 City TD	<u>137,942.53</u>	Open
Total EFT Transfer:					<u>137,942.53</u>	
PNCMM TOTALS:						
Total of 1 Checks:					137,942.53	
Less 0 Void Checks:					0.00	
Total of 1 Disbursements:					<u>137,942.53</u>	
REPORT TOTALS:						
Total of 105 Checks:					1,484,502.97	
Less 1 Void Checks:					0.00	
Total of 104 Disbursements:					<u>1,484,502.97</u>	