



**PONTIAC CITY COUNCIL
FORMAL MEETING**

October 30, 2018

NOON

53rd Session of the 10th Council

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."

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. Meeting of October 23, 2018.

Closed Session

2. Resolution to go into Closed Session regarding Ottawa Towers vs the City of Pontiac.
3. Resolution for the settlement litigation regarding Ottawa Towers vs. the City of Pontiac.

Public Hearing

4. Public hearing to approve an industrial Facilities Tax Exemption (IFT) Certificate application for Williams International for parcel #19-03-201-002.
5. Resolution to approve the Industrial Facilities Tax Exemption Certificate (IFT) parcel #19-03-201-002 and the Development Agreement between the City of Pontiac and Williams International.

Subcommittee Reports (as needed)

Recognition of Elected Officials

Agenda Address

Agenda Items for City Council Consideration

6. Resolution to direct City Treasurer to distribute \$16,777.72 of property assessment on the 2018 winter tax rolls by director of the Water Resources Commissioner.

7. Resolution to authorize City Treasurer to distribute \$63,529.09 of aged special assessment receivable on the 2018 winter tax rolls.
8. Resolution to authorize the Michigan Department of Transportation to perform a road diet on Perry Street (I-75 Business Loop) for a 9-month trial period starting November 2018 to July 2019.
9. Resolution to authorize the Mayor to sign the Pontiac Stem! Agreement with Cranbrook Institute of Science for an amount not to exceed \$33,500.00.
10. Resolution for the PA 202 Corrective Action Plan.
11. Emergency Ordinance to approve a Zoning Text Amendment of the City's Zoning Ordinance to include Medical Marijuana Facilities within the City of Pontiac.
12. Information Report from the Mayor regarding an offer to sell Crystal Lake Properties.

Public Comment

Mayor, City Attorney, Acting City Clerk and Council Closing Comments

Adjournment

October 23, 2018

**Official Proceedings
Pontiac City Council
52nd Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday October 23, 2018 at 6:06 P.M. by Council President Kermit Williams.

Call to Order at 6:06 p.m.

Roll Call

Members Present: Carter, Miller, Pietila, Taylor-Burks, Waterman, Williams and Woodward.
Mayor Waterman was present.
Clerk announced a quorum.

18-392 **Motion to add resolution to approve Garland S. Doyle as Interim City Clerk and approve the changes of the agenda.** Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, Williams, Woodward and Carter
No: None
Motion Carried.

18-393 **Minutes of October 16, 2018.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Williams, Carter and Miller
No: None
Abstain: Waterman and Woodward
Motion Carried.

18-394 **Resolution to go into Closed Session.** Moved by Councilperson Woodward and second by Councilperson Carter.

Whereas, Section 8 (e), MCL 15.268, permits a public body “[to] consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have detrimental financial effect on the litigation or settlement position of the public body”: and,

Whereas, the Pontiac City Council believes that an open meeting would have a detrimental financial effect on the litigating or settlement position of the City.

Therefore, Be It Resolved that the Pontiac City Council recesses into closed session for the purpose of consulting with its attorney regarding settlement strategy in the litigation case for Ottawa Towers, et. al. vs. City of Pontiac.

Ayes: Taylor-Burks, Waterman, Williams, Woodward, Carter, Miller and Pietila
No: None
Resolution Passed.

October 23, 2018

18-395 **Resolution to come out of Close Session.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

No: None

Motion Carried.

Woodward absent during the vote.

Council President Kermit Williams opened up a public hearing at 7:02 pm regarding establishing a Plant Rehabilitation District for Peninsula Plastics at 1200 Auburn Ave. One individual addressed the body during the public hearing.

1. Billie Swazer 1619 Marshbank, Pontiac Michigan. She asked why we are still dealing with this. He (owner) needs to come and say he is going to hire Pontiac residents. This company has gotten tax breaks from the Federal Government, State of Michigan and Oakland County, now they want the City to give them a break. Well, the taxpayers need a break too. When will it stop!

Council President Kermit Williams closed the public hearing at 7:04 p.m.

Council President Kermit Williams opened up a public hearing at 7:04 pm regarding approving an Industrial Facilities Tax Exemption (IFT) Certificate application for Peninsula Plastics at 1200 Auburn Ave. Two individuals addressed the body during the public hearing.

1. Renee Beckley 95 Crescent Pontiac, Mi. She asked what kind of plastic factor is this.
2. Billie Swazer 1619 Marshbank, Pontiac Michigan. How much is this tax break? What are we going to get in lieu of this tax break?

Council President Kermit Williams closed the public hearing at 7:06 p.m.

Deputy Mayor Report or Departmental Head Report – Mayor, Attorney Chubb, John Balint

Six (6) individuals addressed the body during public comment

18-396 **Suspend the Rules.** Moved by Councilperson Pietila and second by Councilperson Woodward.

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

No: None

Motion Carried.

18-397 **Rules suspended to make items #3, #4, #5, #10 and #11 action items.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion carried.

October 23, 2018

18-398 Resolution to establish a Plant Rehabilitation District for Peninsula Plastics, 1200 Auburn Ave. parcel #14-34-201-012. Moved by Councilperson Woodward and second by Councilperson Pietila.

Whereas, Peninsula Plastics has submitted an application for an Industrial Facilities Tax (IFT) Exemption Certificate to rehabilitate 1200 Auburn Ave; and

Whereas, application has been sent to the Office of the City Clerk for certification; and

Whereas, a public hearing on the establishment of the Plant Rehabilitation District has been held before the Pontiac City Council at a regular City Council Meeting held on October 23, 2018 at 6:00 p.m. in the evening in the City Council Chambers at Pontiac City Hall, Pontiac, Michigan, and the owners of all real property within the proposed Plant Rehabilitation District and any other resident or non-resident of the City of Pontiac were afforded the opportunity to appear and be heard.

Now, Therefore, Be It Resolved, that pursuant to PA 198 of 1974, as amended, the Pontiac City Council does hereby establish a Plant Rehabilitation District consisting of the following described land:

Part of Lot 1 of ASSESSOR'S PLAT No. 141", according to the plat thereof recorded in Liber MA of Plats Pages 99 and 99A Oakland County Records, more particularly described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 88 degrees 03 minutes 50 seconds West along the Southerly line of Auburn Road (66 feet wide), 365.00 feet to the Point of Beginning; thence South 02 degrees 18 minutes 40 seconds East 589.79 feet thence South 88 degrees 03 minutes 50 seconds West 30.00 feet; thence South 02 degrees 18 minutes 40 seconds East 160.79 feet; thence North 88 degrees 03 minutes 50 seconds East 395.00 feet; thence South 02 degrees 18 minutes 40 seconds East 144.42 feet; thence South 70 degrees 32 minutes 35 seconds West 876.52 feet; thence North 01 degree 56 minutes 10 seconds West 1158.87 feet to a point on the Southerly line of Auburn Road; thence North 88 degrees 03 minutes 50 seconds East along said Southerly line 465.00 feet to the Point of Beginning.

Commonly known as: 1200 Auburn Avenue, Pontiac, MI 48341

Tax ID: 14-34-201-012

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

No: Miller and Waterman

Resolution Passed.

18-399 Resolution to approve an Industrial Facilities Tax Exemption (IFT) Certificate application for Peninsula Plastics parcel # 14-34-201-012. Moved by Councilperson Pietila and second by Councilperson Woodward.

Whereas, pursuant to P.A. 198 of 1974, M.C. 207.551 et seq., after a duly noticed public hearing held on October 23, 2018, this City Council by resolution established a "Plant Rehabilitation District" covering 1200 Auburn Avenue; and

Whereas, Peninsula Plastics, Inc., (Company) has filed an application for an Industrial Facilities Exemption Certificate (the Application") with respect to rehabilitation of the facility(s) within the Plant Rehabilitation District and such Application has been sent to the Office of the City Clerk for certification; and

Whereas, before approving said Application the City held a hearing on October 23, 2018 at Pontiac City Hall in the City of Pontiac, at which hearing the applicant, the Assessor and a representative of the affected taxing units who had been given written notice and any other resident or non-resident of the City of Pontiac were afforded an opportunity to be heard on said Application; and

October 23, 2018

Whereas, construction on the property has not begun prior to September 14, 2018, the date of the Application for the Industrial Facilities Exemption Certificate was submitted to the City of Pontiac; and Whereas, completion of the facility(s) is calculated to and will at the time of the certificate have the reasonable likelihood to create employment in the City of Pontiac; and

Whereas, the City of Pontiac and Peninsula Plastics, Inc., have agreed upon and will enter into an Industrial Facilities Tax Exemption Certificate Agreement, entitled "Development Agreement" which is attached as Exhibit B and hereby incorporated here.

Now, Therefore, Be It Resolved by the City Council of the City of Pontiac that:

1. The City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of the City of Pontiac or impairing the financial soundness of the taxing unit, which levies ad valorem property taxes in the City of Pontiac.
2. The Application from Peninsula Plastics, Inc., for an Industrial Facilities Exemption Certificate, with respect to rehabilitation on the parcel of real property, situated within the Plant Rehabilitation District, which was established on September 2, 2018 (whose legal description is attached as Exhibit A), is hereby approved.
3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of Twelve (12) years after completion of rehabilitation of the facility(s) provided that the Industrial facilities Tax Exemption Certificate Agreement is executed by such Certificate in accordance with MCLA 207.565.
4. The Mayor is hereby authorized to take any steps in order to enter into and execute the Industrial Facilities Tax Exemption Certificate Agreement on behalf of the City.

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

No: Miller and Waterman

Resolution Passed.

****Exhibit "A" description of land is listed in previous Resolution #18-398****

18-400 **Resolution to schedule a public hearing on October 30, 2018 at Noon for an Industrial Facilities Tax (IFT0 Exemption Certificate for Williams International at 2000 CenterPoint Parkway Pontiac, Michigan.** Moved by Councilperson Pietila and second by Councilperson Woodward.

Therefore, Be It Resolved, that the Pontiac City Council direct the City Clerk to schedule a public hearing on October 30, 2018 in accordance with the Plant Rehabilitation and Industrial Development Act (PA 198 of 1974, as amended).

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

No: Miller

Resolution Passed.

18-401 **Resolution to approve the increase/decrease and creation of eight (8) Election Information position as requested by the Election Department.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, the elections department is requesting the City increase wages of certain election workers to ensure the City of Pontiac is offering competitive wages, decrease the election supervisor position to

October 23, 2018

offset these increases, and requests that eight new information positions be added in order to provide better service to Pontiac voters;

Whereas, the increases for each election worker category requested is as follows:

Precinct Chair: Increase from \$175.00 per day to \$200.00 per day

Precinct Co Chair: Increase from \$150.00 per day to \$175.00 per day

Precinct Inspector: Increase from \$125.00 per day to \$150.00 per day

Election Supervisor: Decrease from \$250.00 per day to \$200.00 per day

Election Information: Create eight positions at \$150.00 per day

Now Therefore, Be It Resolved, that the City Council of the City of Pontiac approves the increases/decreases and creation of eight-election information positions as requested by the Election department.

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

No: None

Resolution Passed.

18-402 **Resolution to appoint Garland S. Doyle as Interim City Clerk beginning October 29, 2018. (Agenda ad-on)** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Whereas, Interim/Acting City Clerk Sheila Grandison will return to her position as Deputy City Clerk/Chief Assistant Clerk effective October 29, 2018; and

Whereas, Sheila Grandison no longer being designated as the Interim/Acting City Clerk has created a vacancy for the position of City Clerk; and

Whereas, Article III, Section 3.111 of the Home Rule Charter states the Council shall appoint a City Clerk for an indefinite period; and

Whereas, the Pontiac City Council is appointing Garland S. Doyle to serve as the Interim City Clerk.

Currently, Garland S. Doyle serves as the Deputy Director, Community Development Department; and

Whereas, Garland S. Doyle has twenty years of municipal government management experience. He has a Master of Public Administration degree and a Graduate Certificate in Local Government Management.

His management, legislative and community development experience and educational background makes him the ideal person to serve as the Interim City Clerk; and

Now Therefore Be It Resolved that the Pontiac City Council does hereby approve Garland S. Doyle to serve as the Interim City Clerk performing the required duties and obligations of the City Clerk beginning on October 29, 2018 with a salary of \$85,000 annually until the Pontiac City Council appoints a City Clerk.

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

No: Carter

Resolution Passed.

Point of Privilege Comments/Announcements - Madame Mayor, Councilwoman Patrice Waterman and Council President Kermit Williams

Council President Kermit Williams adjourned the meeting at 8:55 p.m.

SHEILA R. GRANDISON
ACTING CITY CLERK

COMMUNITY DEVELOPMENT SUB-COMMITTEE NOTES
October 16, 2018

In attendance:

Council members: Gloria Miller

Mayor: Deirdre Waterman

Deputy Mayor: Jane Bais-DiSessa

Economic Development Director: Rachel J. Loughrin

City Planner: Vernon Gustafsson

Wade Trim: Mike Wilson

MDOT: Representatives

Start time: 9:38 am

A. MDOT Perry Street Road Diet

- A Road Diet - when you take away some of the travel lanes and use them for another purpose.
- Roadways with ADT of 20,000 vehicles per day or less may be good candidates for a Road Diet, so Perry St. was evaluated.
- The evaluation evaluated the current traffic volume in 2018 and the projected volume in 2040.
- A traffic analysis report was prepared.
- The stretch will be from Giddings Rd. to the Woodward Loop.
- In this case, the Perry St. Road Diet would reduce the number of lanes for the sole purpose of creating an outside lane for bicyclist in each direction.
- There have been quite a few fatalities in the Pontiac area and Perry St. speeds are high as the stretch is a commuter route.
- Would Perry St. be a good road to take away laneage?
- A resolution is needed from the Council to approve the project.
- MDOT thought they already had approval, so the project is underway and resurfacing and milling are in the works.
- There was some delay due to the construction strike.
- Pavement markings are all that would be required and can be done on a trial basis for however long the City may want it.
- Don't want to cause delays with motorists. If undue delays are created, the markings can be removed.
- Vehicle speeds will drop.
- There needs to be a communication to the residents and a City led public meeting.
- The window for approval is very small, so next Tuesday, October 23, 2018, the resolution will be placed on the agenda for Council's approval.

B. Mayor and Council Co-Sponsored Medical Marihuana Town Hall

- The purpose is to give information to the public and explain the process in Pontiac.
- The Town Hall will be considered a special Council meeting as the meeting will be co-sponsored by the Council. Therefore, three or more council members will be in attendance along with the Clerk.
- The time will be 6:00 pm- 8:00pm.
- There will be break-out sessions which will allow each Council person to sit at a table with a scribe, a presenter and constituents, so that the scribe can take the information obtained from each table.
- There will be an agenda that will include public comment.

*The mini police station is available for district meetings.

C. Blight Program

- Money from the Land Bank/Hardest Hit Fund is gone.
- The goal is to strengthen the neighborhoods.
- There are approximately 140 properties, ultimately there will be 100 left.
- A film crew will record the success here in Pontiac as it is being underwritten.
- Looking for other resources other than CDBG funds as there are commercial buildings as well.
- Also, looking for homeowners that would like to be filmed.

*University Place is under new management.

D. Home Rehab RFP

- The purpose is to rehab existing homes instead of demolishing them.
- Rehabbing the homes will allow the City to acquire the homes, provide the citizens with an opportunity for ownership and put the properties back on the tax rolls.
- The proposed contractor has worked in other cities.
- There are funds for this, go to neighborhoods where improvements are needed.

E. Youth Rec Center Update-Cranbrook STEM Update

- Working out agreement with Cranbrook STEM Update.
- They have outlined their program with a total cost of \$264,400.
- The City cannot afford the \$264,400, so Cranbrook is offering programming twice a week, for \$40,000 and for six months. The amount is pro-rated.
- The City is looking for additional programming.
- Cranbrook may also provide a Planetarium in the gymnasium at an additional cost.
- The programming will come out of the programming budget.

Adjourned: 10:35 am

City of Pontiac

Pontiac City Council

Whereas, Section 8 (e), MCL 15.268, permits a public body "[to] consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have detrimental financial effect on the litigation or settlement position of the public body": and,

Whereas, the Pontiac City Council believes that an open meeting would have a detrimental financial effect on the litigating or settlement position of the City.

Therefore, Be It Resolved that the Pontiac City Council recesses into closed session for the purpose of consulting with its attorney regarding settlement strategy in the litigation case for Ottawa Towers, et. al. vs. City of Pontiac.



MEMORANDUM

City of Pontiac

Controller's Office

47450 Woodward Avenue

Pontiac, Michigan 48342

Telephone: (248) 758-3118

Fax: (248) 758-3197

RECEIVED
2018 OCT 26 AM 11:53
PONTIAC CITY CLERK

DATE : 10/26/2018

TO: Honorable Mayor and City Council

FROM: John C. Clark, City Attorney

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: Ottawa Towers Litigation Proposed Settlement

As set forth in closed session, the City of Pontiac has reached a proposed settlement in the litigation regarding Ottawa Towers.

Whereas, the City of Pontiac has determined that it is in the best interest of the City to settle the matter of Ottawa Towers, et. al. v City of Pontiac; and,

Whereas, the City Attorney has provided details of the proposed settlement agreement;

Now Therefore, Be It Resolved, that the City Council approves the proposed settlement agreement regarding Ottawa Towers, et. al. v City of Pontiac.



DEPARTMENT OF COMMUNITY DEVELOPMENT

RECEIVED

2018 OCT 26 PM 12:30

PONTIAC CITY CLERK

MEMORANDUM

TO: Honorable City Council

FR: Rachel Loughrin, Director, Economic Development

THRU: Jane Bais DiSessa, Deputy Mayor

DA: October 26, 2018

RE: Williams International Co., LLC Application for Industrial Facilities Tax Exemption Certificate

Williams International Co., LLC has submitted an application for an industrial facilities tax exemption certificate.

Williams International is relocating its corporate headquarters from Commerce Township to the City of Pontiac in order to meet the current and anticipated business growth in both its military and commercial operations. Relocating its headquarters to Pontiac will move Williams International into a region with a large and highly trained workforce, including those with high tech engineering and manufacturing skills. With significant investment, the land and buildings purchased in Pontiac will provide Williams with the framework for a new headquarters, immediate upgrade and expansion of manufacturing capabilities, along with sufficient expansion area to meet its near-term needs.

2000 Centerpoint will be immediately retrofitted to serve as the new headquarters for Williams International. The former motion pictures studios will be redeveloped into a high-tech manufacturing facility for the development and testing of new product lines currently underway. The company will invest over \$300 Million in the next five years to transform 2000 Centerpoint into a state-of-the-art aerospace headquarters and manufacturing facility.

The development of new product lines for aerospace products requires significant research, design and testing before commencing the full manufacture of the product. The existing facility at 2000 Centerpoint, once reconstructed and retrofitted, will be used for the continued research, design and development of new product lines.

To accommodate the manufacturing operations for these product lines, a new 800,000 to 1 million square foot facility will be constructed on the currently vacant 120 acres adjacent to 2000 Centerpoint. This new facility will house the high volume production of the new product lines.

2001 Centerpoint Parkway, an additional existing office building on the campus, will be transformed into Williams' product support facility and quick-turn manufacturing function. This operation is currently in Commerce Township and will remain there until the current tenants vacate the building. This building will also provide additional high tech office space for the continued growth of the company.

Williams ultimately projects to bring at least 900 jobs to the City by 2022, 500 of which will be relocated from Commerce Township, the remaining 400 will be new jobs in both Pontiac and the State of Michigan.

- A total of 12 years is requested for the exemption (plus a one year construction period)
- In 2017 the four parcels purchased by Williams collected \$36,765.00
- Williams International will initially invest 300 million into the City of Pontiac within the first five years, investment could go as high as 1.5 billion by 2034
- 2016 income tax collection from the movie studios was approximately \$6,300.00
- Initially, Williams will bring 500 jobs to Pontiac and by the year 2035 could have as many as 1,589 employees
- Existing workforce wages are approximately \$85,000 to \$90,000
- New hire average wages typically fall between \$60,000 and \$70,000
- 2019 estimated income tax collection from Williams International should reach approximately \$268,000
- In addition to the increase in taxes the city will receive from this development, Williams International has also participated in a separate development agreement, in conjunction with the Renaissance Zone, which provides the following;
 - \$50,000 yearly TIFA Service Fee
 - \$20,000 yearly Development Fee
 - \$150,000 yearly Training and Education Fee
 - \$200,000 City Service Fee until income tax commitments are met

After consulting with the Finance Department, the Administration is recommending approval of the application for an industrial facilities tax exemption certificate. Williams International Co., LLC application for the Industrial Facilities Tax Exemption Certificate and the memo from the Finance Director regarding Williams International are attached.

On June 22, 2017, your honorable body approved the establishment of the plant rehabilitation district for parcel 19-03-201-002 and supported the application to the Michigan Strategic Fund for a renaissance zone designation for parcels 19-03-201-002, 19-03-202-001, 19-03-200-022 and 19-03-200-023. The Michigan Strategic Fund approved the renaissance zone on June 27, 2017.

In accordance with the IFT regulations, the City Council must approve a resolution adopting the application and agreement for the IFT. As such, we are requesting that you adopt the following resolution at your meeting on October 30, 2018.

WHEREAS, pursuant to P.A. 198 of 1974, M.C. 207.551 *et seq.*, after a duly noticed public hearing held on October 23, 2018, this City Council by resolution established a "Plant Rehabilitation District" covering 2000 Centerpoint Parkway; and

WHEREAS, Williams International Co., LLC ("Company") has filed an application for an Industrial Facilities Exemption Certificate (the "Application") with respect to rehabilitation of the facility(s) within the Plant Rehabilitation District and such Application has been sent to the Office of the City Clerk for certification; and

WHEREAS, before approving said Application the City held a hearing on June 22, 2017 at Pontiac City Hall in the City of Pontiac, at which hearing the applicant, the Assessor and a representative of the affected taxing units who had been given written notice and any other resident or non-resident of the City of Pontiac were afforded the opportunity to appear and be heard on said Application; and

WHEREAS, construction on the property has not begun more than six (6) months prior to the date of the Application for the Industrial Facilities Exemption Certificate was submitted to the City of Pontiac; and

WHEREAS, completion of the facility(s) is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to create employment in the City of Pontiac; and

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

WHEREAS, the City of Pontiac and Company have agreed upon and will enter into an Industrial Facilities Tax Exemption Certificate Agreement, entitled "Industrial Facilities Exemption Certificate Agreement" which is attached as Exhibit B, and hereby incorporated here.

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

1. The City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate, shall not have the effect of substantially impeding the operation of the City of Pontiac or impairing the financial soundness of the taxing unit which levies ad valorem property taxes in the City of Pontiac.

2. The Application with respect to rehabilitation on the parcel of real property, situated within the Plant Rehabilitation District, which was established on June 22, 2017 (whose legal description is attached as Exhibit A), is hereby approved.
3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of Twelve (12) years after completion (including a one year rehabilitation period) of the facility(s), provided that the Industrial Facilities Exemption Certificate Agreement is executed by all parties, and subject to the statutory right of the City Council to request a revocation of such Certificate in accordance with MCLA 207.565.
4. The Mayor is hereby authorized to take any steps in order to enter into and execute the Industrial Facilities Exemption Certificate Agreement on behalf of the City.

Exhibit A

Land Situated in the City of Pontiac in the County of Oakland in the State of Michigan:

Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, also being part of Lots 5, 6 and 7 and part of Beltline Railroad excepted, as platted a part of ASSESSOR'S PLAT NO. 110, as recorded in the Liber 52, Page 26 of Plats, Oakland County Records, being more particularly described as follows: Beginning at a point distant South 89 degrees 46 minutes 13 seconds East along the North line of Section 3, 71.08 feet and South 02 degrees 36 minutes 47 seconds West along the extension of the Easterly line of Centerpoint Parkway (120 feet wide), 67.78 feet, from the North 1/4 corner of said Section 3, Township 2 North, Range 10 East, said Point of Beginning being on the South line of South Boulevard (120 feet wide) and Easterly line of said Centerpoint Parkway; thence due East along Southerly line of said South Boulevard, 1227.63 feet; thence Due South, 185.48 feet; thence South 44 degrees 50 minutes 04 seconds East 20.48 feet; thence Due East 453.06 feet; thence North 74 degrees 26 minutes 44 seconds East, 16.09 feet to a point on the West line of North Connector Road (66 feet wide); thence due South along the West line of said North Connector Road 336.65 feet to a point on the North line of Campus Drive (width varies); thence the following five (5) courses along the Northerly line of said Campus Drive: (1) North 89 degrees 22 minutes 30 seconds West, 856.31 feet; and (2) 356.03 feet along a curve to the left (radius 443.00 feet, central angle 46 degrees 02 minutes 49 seconds, chord bearing and distance South 67 degrees 36 minutes 06 seconds West, 346.52 feet); and (3) South 44 degrees 34 minutes 41 seconds West, 56.60 feet; and (4) 296.63 feet along a curve to the right (radius 350.00 feet, central angle 48 degrees 33 minutes 32 seconds, chord bearing and distance South 69 degrees 52 minutes 06 seconds West, 287.83 feet); and (5) North 87 degrees 23 minutes 13 seconds West, 260.00 feet to a point on the Easterly line of Centerpoint Parkway (120 feet wide); thence Northerly along Easterly line of said Centerpoint Parkway North 02 degrees 36 minutes 47 seconds East, 783.39 feet to the Point of Beginning.

Commonly known as: 2000 Centerpoint Pkwy, Pontiac, Michigan

Parcel Number: 64-19-03-201-002

Exhibit B

INDUSTRIAL FACILITIES EXEMPTION
CERTIFICATE AGREEMENT

This Agreement is entered into on October __, 2018 by and between the City of Pontiac, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342 (hereinafter the "City"), and Williams International Co., LLC, a Michigan limited liability company, whose address is 2280 E. West Maple Road, P.O. Box 200, Walled Lake, Michigan 48390 (the "Company").

WHEREAS, the City desires to encourage the retention, growth and development of businesses to foster an atmosphere conducive to job creation within the City; and

WHEREAS, the City is authorized to approve a tax abatement for a new facility, additions to existing facilities and rehabilitated facilities for the purpose of encouraging the growth of businesses and jobs within the City, P.A. 198 of 1974, as amended ("Act"); and

WHEREAS, the Company submitted to the City an Application for an Industrial Facilities Exemption Certificate ("Application"), dated March 28, 2018, the contents of which are incorporated by reference herein, which sets forth all factors concerning the rehabilitation of its facility; and

WHEREAS, the City, based on the representations set forth in the Application, adopted a Resolution on October 30, 2018 which approved the Company's Application for an Industrial Facilities Exemption Certificate ("Certificate") for 12 years plus a one year construction period.

IT IS HEREBY AGREED BY THE PARTIES,

1. That the City, based on the representations set forth in the Application, approves a twelve (12) year (plus a one year construction period) tax abatement, in consideration for which the Company agrees to rehabilitate its facility described in the Application as and when described in the Application, with an estimated cost of approximately \$28,924,000.
2. The City may terminate this Agreement in the event of either of the following:
 - a. Termination of the Development Agreement (Pontiac Renaissance Zone Project), among the City, the Company and 4GW Real Estate Investments LLC, dated on or about the date hereof (the "City Development Agreement"), a copy of which is attached hereto as Exhibit A; or
 - b. Revocation of the approved Renaissance Zone pursuant to the terms of the Renaissance Zone Development Agreement: MSF-Designated, between the Company and the Michigan Strategic Fund ("MSF"), effective as of December 30, 2017 ("MSF Development Agreement"), a copy of which is attached hereto as Exhibit B, unless such Event of Default is waived by both the MSF and the City.

3. In the event of a termination of this Agreement by the City pursuant to the preceding section 2(a) or 2(b), and so long as the Certificate remains effective, the Company shall pay the City, notwithstanding anything contained in any other agreement, all Service Fees, as defined in section 1.30 of the City Development Agreement, that would have accrued and been payable under the City Development Agreement after the date of such termination regardless of whether the renaissance zone remains in effect or whether the City Development Agreement and/or MSF Development Agreement remain in effect. Such Service Fees shall be payable no later than the original due dates for such fees under the City Development Agreement. The Company may request in writing that the City Council afford the Company a hearing to present reasons why one or more of such payments should not be demanded. The Company shall be provided at least seven (7) days written notice of a hearing on such request. The Company's payment obligation pursuant to this Section 3 shall be deferred until five (5) days after the conclusion of the City Council hearing, if timely requested, or as otherwise determined by the City Council.
4. In the event the Company's successor, assigns, lessee, person or entity having control or dominion over the facility described in the Application shall for any reason fail or neglect to provide any or all of the consideration recited, then the City reserves the right to propose revocation or modification of said Certificate.
5. Prior to the proposed revocation or modification of the Certificate, the City Council shall afford the Company a hearing to present reasons for any failures or deficiencies in compliance with the agreement. The Company shall be provided at least seven (7) days written notice of a hearing.
6. The determination of whether to propose the revocation or modification of the Certificate shall be in the sole discretion of the City Council.
7. This agreement between the City and the Company is for the purpose of fulfilling the requirements of Section 22 of the Act. The City hereby waives any future obligation of the Company pursuant to Section 21(2) of Act 198, as amended, in the unlikely event of a future relocation of the facility outside of the plant rehabilitation district.
8. In the event a court of competent jurisdiction should find a part of this Agreement invalid, such holding shall not invalidate the other provisions of this Agreement.
9. This Agreement is assignable and transferable by the Company only with the written consent of the City, which shall not be unreasonably withheld or conditioned. Upon any such assignment and assumption by the assignee, the Company shall be deemed released from its obligations hereunder. The agreement may only be altered upon mutual consent of both parties.
10. All notices under this Agreement shall be given as follows:

If to the City, to:

City of Pontiac
47450 Woodward Ave
Pontiac, Michigan 48342
Attention: Mayor
Fax No. 248-758-3166

With copies to:

City of Pontiac
47450 Woodward Ave
Pontiac, Michigan 48342
Attention: City Attorney
Fax No. 248-758-3195

Honigman
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226
Attention: Denise J. Lewis, Esq.
Fax No. 313-465-7465

If to the Owner, to:

Williams International Co., L.L.C.
2000 Centerpoint Parkway
Pontiac, Michigan 48341
Attention: Mr. Gary Schopa
Email: gschopa@williams-int.com

With a copy to:

Dykema Gossett PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304
Attention: Kyle R. Hauberg, Esq.
Email: khauberg@dykema.com

Signature Page Follows

11. The undersigned represent that they are duly authorized to act on behalf of the Party they represent.

WILLIAMS INTERNATIONAL CO., LLC,
a Michigan limited liability company

By: _____
Name: Gary Schopa
Title: Senior Vice President and CFO

CITY OF PONTIAC,
a Michigan municipal corporation

Hon. Deirdre Waterman
Mayor

Exhibit A
City Development Agreement Follows

DEVELOPMENT AGREEMENT

(Pontiac Renaissance Zone Project)

among

CITY OF PONTIAC

a Michigan municipal corporation

and

4GW REAL ESTATE INVESTMENTS LLC

a Michigan limited liability company

and

WILLIAMS INTERNATIONAL CO., LLC

a Michigan limited liability company

Dated as of October 30, 2018

DEVELOPMENT AGREEMENT
(Pontiac Renaissance Zone Project)

This Development Agreement (the "Agreement") is executed this 30th day of October, 2018, effective as of July 1, 2018 (the "Effective Date"), among the CITY OF PONTIAC, a Michigan municipal corporation (the "City"), 4GW REAL ESTATE INVESTMENTS LLC, a Michigan limited liability company ("4GW") and WILLIAMS INTERNATIONAL CO., LLC, a Michigan limited liability company ("Williams" and together with 4GW, the "Owner"). The City, and the Owner are each a "Party" and together are "Parties" to this Agreement.

RECITALS

- A. Pursuant to separate written sales agreements between the Owner and (i) Michigan Motion Picture Studios, LLC, a Michigan limited liability company ("MMS"), and MMP-Group Assembly, LLC, a Michigan limited liability company ("MMP") and (ii) Freedom Equities LLC, a Nevada limited liability company ("Freedom"), the Owner has acquired from MMS, MMP and Freedom approximately 150.47 acres of certain property (parcel numbers: 64-19-03-201-002; 64-19-03-202-001; 64-19-03-200-022 and 64-19-03-200-023) located in the City, including improved property commonly known as 1999 Centerpoint Parkway, Pontiac, Michigan and legally described as Parcel 1 on Exhibit A to this Agreement (the "1999 Centerpoint Property"), improved property commonly known as 2001 Centerpoint Parkway, Pontiac, Michigan and legally described as Parcel 3 on Exhibit A to this Agreement (the "2001 Centerpoint Property") and vacant land adjacent to the 1999 Centerpoint Property and the 2001 Centerpoint Property, and legally described as Parcel 2 on Exhibit A to this Agreement (the "Vacant Property," and together with the 1999 Centerpoint Property and the 2001 Centerpoint Property, the "Property").
- B. Pursuant to Section 8a(2) of the Michigan Renaissance Zone Act, Act 376 of the Public Acts of Michigan of 1996 (as amended, the "Act"), the Board of the Michigan Strategic Fund ("MSF Board") may designate a limited number of renaissance zones if among other things, the affected city, township or village consents to the creation of a renaissance zone within its jurisdiction.
- C. At the Owner's request, the City approved and submitted to the Michigan Economic Development Corporation ("MEDC") for review an application for the creation of the Renaissance Zone (a "Zone") in favor of Owner for 15 years and requested the designation of the Property by the MSF Board as a Zone (the "Application").
- D. The 1999 Centerpoint Property has been developed with a 400,000 square feet office building and a 200,000 square feet individual building, which Owner intends to redevelop into a state-of-the-art manufacturing facility, and begin planning and developing the Property (the "Project").
- E. On June 27, 2017, the MSF Board approved the creation of the Zone.

- F. The Owner and the City wish to set forth their respective undertakings and obligations and the terms and conditions governing the development of the Project.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Owner and the City hereby covenant and agree as follows:

TERMS AND CONDITIONS

ARTICLE 1

DEFINITIONS

The following words and phrases wherever they appear in this Agreement shall be defined as follows:

1.1 "Capital Investment Commitment" shall mean the direct capital expenditures to construct, equip and complete the Project, including IT software/hardware, machinery and equipment, and building improvements and renovations, in an amount not less than Seventy-Five Million and 00/100 Dollars (\$75,000,000) as of the 2019 Capital Commitment Date, and not less than One Hundred Twenty-Five Million and 00/100 Dollars (\$125,000,000) as of the 2021 Capital Commitment Date (the \$75,000,000 target number and \$125,000,000 target number shall each be referred to herein as a "Target Number").

1.2 "Capital Investment Commitment Date" shall mean December 31, 2019 (the "2019 Capital Commitment Date") and December 31, 2021 (the "2021 Capital Commitment Date").

1.3 "Capital Investment Fee" shall mean, for the year in which the applicable Capital Investment Commitment Date occurs and any year thereafter until the applicable Capital Investment Commitment has been satisfied by the Owner, an amount equal to the product of the then-current taxable value of the real and personal property at the Property multiplied by only those millages that would otherwise be due the City in the absence of the Zone, payable in accordance with the terms of Section 2.6 of this Agreement.

1.4 "Capital Investment Fee Credit" shall mean an amount, calculated at the time any payment of the Capital Investment Fee is due, equal to the those millages paid to the City (but not millages for taxing jurisdictions other than the City) from any real and personal property taxes paid by the Owner as a result of the revocation of the Zone or otherwise required under the MSF Development Agreement after an event of default by Owner thereunder.

1.5 "City" shall have the meaning set forth in the Recitals above.

1.6 "City Income Tax" shall mean that income tax imposed by the City pursuant to its ordinance no. 1573, adopted pursuant to authority granted under Act 284 of 1964, MCL §§ 141.501 et seq. as either of the same have been or may be amended from time to time (but for purposes of this Agreement, shall be deemed to be not less than the rates as of the Effective Date).

1.7 "City Person" shall mean employee, elected official or appointed official of the City together with any City agent or consultant disclosed to the Owner.

1.8 "City Service Fee" shall mean that annual fee payable in accordance with the terms of Section 2.5 of this Agreement.

1.9 "City Service Fee Credit" shall be a credit or set off (partial or total, as applicable) in an amount not to exceed the City Service Fee calculated by adding the total amount of the Income Tax remitted to the City, whether from withholding by an employer or direct payment by a taxpayer, from the following sources: (i) amounts withheld and paid by Owner on behalf of its employees or otherwise paid by the Owner or employees of Owner working within 1 contiguous mile of the Property, or at the Property; (ii) amounts withheld and paid by Owner or companies controlled by the Owner ("Owner Companies") or otherwise paid by the employees of Owner Companies working within 1 contiguous mile of the Property, or at the Property, but only to the extent such Owner Companies and their employees have filed returns or they or Owner otherwise delivered reasonably satisfactory evidence permitting the City to determine the proportion of such tax amounts derived from services performed; and (iii) any Income Tax payments made by Owner for its own obligations arising as a result of the revocation of the Zone or otherwise required under the MSF Development Agreement after an event of default by Owner thereunder. For the purposes of this Section, "control" shall mean the ability to direct the management and operations of a company. Both the City and the Owner shall reasonably cooperate in good faith to obtain from their records and the other taxpayers and deliver the information necessary to calculate any City Service Fee Credit.

1.10 "Claim" means any obligation, liability, lien, encumbrance, loss, damage, cost, expense or claim, including, without limitation, any claim for damage to property or injury to or death of any Person or Persons, arising hereunder or in relation to the Project or under this Agreement.

1.11 "Development Fee" means the annual development fee payable in accordance with the terms of Section 2.7 of this Agreement.

1.12 "Development Period" shall mean April 1, 2017 and thereafter for so long as the Zone remains in full force and effect.

1.13 "Education Funds" has the meaning set forth in Subsection 3.1.3.

1.14 "Infrastructure" has the meaning set forth in Subsection 2.2.2.

1.15 "Laws" means all federal, state and local laws, moratoria, initiatives, referenda, ordinances, rules, regulations, standards, orders and other governmental requirements applicable to the Project, including, without limitation, those relating to the environment, health and safety, disabled or handicapped persons.

1.16 "MEDC" shall have the meaning set forth in the Recitals.

1.17 "MSF Board" shall have the meaning set forth in the Recitals.

1.18 “MSF Development Agreement” shall mean a development agreement relating to the Zone and the Project, between the MSF Board and the Owner.

1.19 “New Building” shall mean the approximately 800,000 to 1,000,000 square foot manufacturing facility to be constructed upon the Vacant Property.

1.20 “Owner” shall mean, initially, Williams International Co., LLC, a Michigan limited liability company, together with its co-owner, 4GW Real Estate Investments LLC, a Michigan limited liability company.

1.21 “Permit Fee” shall mean, at the time the Owner requests permits for the development of the contemplated New Building on the Project site, a fee equal to the lesser of (a) fees for all Permits owing pursuant to City code or ordinance, and (b) Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00).

1.22 “Permits” means all permits, licenses, approvals, entitlements, notifications, determinations and other governmental and quasi-governmental authorizations, including without limitation zoning and land use approvals and certificates of occupancy, required in connection with the ownership, planning, development, construction, use, operation or maintenance of the Project. As used herein, “quasi-governmental” shall include the providers of all utility services to the Project.

1.23 “Person” means a natural person, corporation, partnership, trust, association, limited liability company or other entity.

1.24 “Pontiac TIFA” shall mean the City of Pontiac Tax Increment Finance Authority.

1.25 “Pontiac TIFA Service Fee” shall mean that fee payable pursuant to the terms of Section 2.4 of this Agreement.

1.26 “Pontiac TIFA Obligations” shall mean the obligations of the Pontiac TIFA as of the Effective Date to make payments under those tax-exempt bonds and other obligations secured by the tax increment revenues from Pontiac TIFA Development Area No. 2, the TIFA development area in which the Property is located, as the same may be refinanced from time to time.

1.27 “Project” shall have the meaning set forth above in the Recitals.

1.28 “Project Budget” shall mean the overall budget for the cost of constructing, equipping and completing the Project and shall include capital expenditures in an amount not less than the Capital Investment Commitment and a general summary of the planned sources and uses of funds for the Project.

1.29 “Property” shall have the meaning set forth in the Recitals.

1.30 “Service Fees” shall mean, collectively the Development Fee, Pontiac TIFA Service Fee, City Service Fee, the Education Funds, and Capital Investment Fee.

1.31 "Term" shall mean, the term of this Agreement, commencing on the Effective Date and expiring upon the first to occur of (i) the expiration or earlier termination of the Zone for any reason (ii) the termination of this Agreement pursuant to an express provision of this Agreement or (iii) the mutual written agreement of the parties to terminate the Agreement.

1.32 "Zone" has the meaning set forth in the Recitals.

ARTICLE 2

COVENANTS

2.1 Covenants of the Owner. The Owner covenants and agrees to make commercially reasonable efforts to complete all of the following actions with respect to the Project within the timelines described below in this Section:

2.1.1 Entity Structure and Information. Owner has delivered to the City a manager's certificate (or member's certificate as applicable) for the Owner entities containing and certifying as true, correct and complete: (i) resolutions of the Owner authorizing the execution of this Agreement and/or participation in the Project, (ii) Certified Articles of Organization for the Owner from the Michigan Department of Licensing and Regulatory Affairs and (iii) a Good Standing Certificate for the Owner from the State of Michigan Department of Licensing and Regulatory Affairs.

2.1.2 Project Budget. The Project Budget contains confidential Owner information, and as a result, the Project Budget has been reviewed privately by City.

2.1.3 Renaissance Zone Application. The Owner has provided to the City a complete Application, including any supplementary financial information or Property control information required by the MEDC or the MSF Board. The Owner has provided, if applicable, copies to the City of any separate submissions or responses to questions provided to the MEDC or the MSF Board.

2.2 Covenants of the City. The City covenants and agrees to complete all of the following actions with respect to the Project on or before the applicable deadline for same:

2.2.1 Renaissance Zone Application. The City promptly completed, executed and filed the Application with the MEDC and MSF Board in accordance with law and MSF Board and MEDC requirements, all in the form and containing the information reasonably approved by the Owner and the City.

2.2.2 Infrastructure. The City agrees to provide its reasonable cooperation to the Owner to seek assistance from the United States, Oakland County and the State of Michigan for any infrastructure improvements for the Project ("Infrastructure"). The City shall not be required to expend any out-of-pocket funds to provide its reasonable cooperation under this Section 2.2.2.

2.2.3 Permits. City shall expedite, to the extent legally permitted to do so, the issuance, of all Permits and City approvals for the Project, provided Owner has submitted the

required application and information under the generally applicable standards for granting such Permits in the City. Promptly following Owner's completed Permit submissions, the City shall review same. Specifically, the City shall assist the Owner in acquiring permits for and developing unique infrastructure and fixtures necessary to its operations, including specifically a helipad, various indoor and outdoor testing cells, and a flammable/hazardous materials storage facility.

2.2.4 Cooperation Regarding Other Assistance. The City shall support the Owner's reasonable requests for other incentives and assistance from U.S. agencies, Oakland County agencies and State of Michigan agencies and provide its reasonable cooperation with those agencies in connection with approvals, incentives and assistance for the Project and the City shall provide its reasonable cooperation with the Owner with respect to the foregoing. The City shall not be required to expend any out-of-pocket funds to provide its reasonable cooperation under this Subsection 2.2.4.

2.3 [Reserved].

2.4 Pontiac TIFA Service Fee. The Pontiac TIFA Service Fee shall be due and owing in accordance with the following terms:

2.4.1 Amount. Commencing as of August 15, 2017 and continuing throughout the Term, the Owner shall pay to the Pontiac TIFA an annual amount of Fifty Thousand Dollars (\$50,000.00) (the "Pontiac TIFA Service Fee"), provided that only 50% of this amount shall be due in 2017.

2.4.2 Payments. The Pontiac TIFA Service Fee will be due in two installments of Twenty Five Thousand and 00/00 Dollars (\$25,000.00) each, on February 15 and August 15 of each calendar year (or partial year), commencing August 15, 2017 and continuing throughout the Term. Installments of the Pontiac TIFA Service Fee shall be payable without demand, commencing on August 15, 2017 and continuing through August 15, 2032 unless the Zone is terminated earlier. The payments of the Pontiac TIFA Service Fee due before the Effective Date shall be paid within thirty (30) days of the execution of this Agreement. In the event that the Owner fails to make payment of any installment of the Pontiac TIFA Service Fee when due and if such default is not cured within thirty (30) business days after written notice to the Owner, the City or the Pontiac TIFA may immediately file a lien on the Property to secure the amount in default, together with interest thereon at the statutory rate for past due real property taxes from the applicable due date. Any such lien shall be filed with the Register of Deeds Office for Oakland County, Michigan and shall be subordinate (and shall so expressly provide it is subordinate) to all present and future land contracts, mortgages, deeds of trust and other real property liens incurred in order to finance the acquisition of the Property or to finance the improvements and personal property constructed or installed thereon by the Owner and others, but excluding future construction and mechanics liens unless the same retain priority as a matter of law. Any such lien may only be foreclosed in accordance with the provisions of Section 6.2.3 hereof. Notwithstanding the foregoing, upon payment of the amount of the Pontiac TIFA Service Fee due the Pontiac TIFA pursuant to this Section 2.4.2 (together with any costs or fees under Section 6.2.3 below), the lien and any other related documents recorded against the Property shall be discharged of record by the City or the Pontiac TIFA, as applicable.

2.4.3 Zone Termination. If the Zone is terminated the Owner's obligation to pay the Pontiac TIFA Service Fee shall terminate; provided that the obligation of the Owner to pay any accrued amounts under this Agreement and the obligation of the City to pay the Owner any offset or credit under this Agreement shall each survive the termination of the Zone and this Agreement.

2.4.4 No Other Obligations to Pontiac TIFA. Other than the Owner's obligation to pay the Pontiac TIFA Service Fee directly to the Pontiac TIFA, the City agrees that the Owner shall have no direct obligations to the Pontiac TIFA.

2.5 City Service Fee. The City Service Fee shall be due and owing in accordance with the following terms:

2.5.1 Amount. For calendar year 2018 and continuing thereafter each calendar year (but in no event later than 2032) during the Term, the Owner shall pay to the City an annual amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (the "City Service Fee").

2.5.2 Payment. The City Service Fee shall be due in two (2) installments of One Hundred Thousand and 00/100 Dollars (\$100,000.00) on June 30 and December 31 of each applicable calendar year during the Term and commencing June 30, 2018, less any amount of the City Service Fee Credit determinable at the time payment is due, based on employee withholding payments made by Owner and payments otherwise made by Owner, its employees, Owner Companies and their employees applicable to such year. The payment of the City Service Fee due before the Effective Date shall be paid within thirty (30) days of the execution of this Agreement. Both the City and the Owner shall reasonably cooperate in good faith as described in Section 1.9 of this Agreement. In the event that the Owner fails to make an installment payment of the net amount of the City Service Fee when due and if such default is not cured within five (5) days after written notice to the Owner, the City may immediately file a lien on the Property to secure the amount in default, together with interest thereon at the statutory rate for past due real property taxes from the applicable due date of such installment. Any such lien shall be filed with the Register of Deeds Office for Oakland County, Michigan and shall be subordinate (and shall so expressly provide it is subordinate) to all present and future land contracts, mortgages, deeds of trust and other real property liens incurred in order to finance the acquisition of the Property or to finance the improvements and personal property constructed or installed thereon by the Owner and others, but excluding future construction and mechanics liens unless the same retain priority as a matter of law. Any such lien may only be foreclosed in accordance with the provisions of Section 6.2.3 hereof. Notwithstanding the foregoing, upon payment of the amount of the City Service Fee due the City pursuant to this Section 2.2 (together with any costs or fees pursuant to Section 6.2.3) or if no such amount is owed pursuant to Section 2.3, the lien and any other related documents recorded against the Property shall be discharged of record by the City.

2.5.3 Reconciliation. If the Owner makes a payment to the City under Section 2.5.2 above and wishes to obtain amounts of the City Service Fee Credit not calculated at the time the applicable City Service Fee is due and payable, then the Owner shall make a written request to the City within twelve (12) months after the end of the year with respect to which the payment was made that includes sufficient information to permit the calculation of such additional amounts or sufficient information for the City to be able to review its records to

determine such additional amounts of the City Service Fee Credit. Both the City and the Owner shall reasonably cooperate in good faith to obtain from their records and the other taxpayers described in Section 1.9 and deliver the information necessary to calculate any City Service Fee Credit under this Section 2.5.3. Provided all Income Tax obligations used to calculate any additional City Service Fee Credit have been paid in full, the City shall pay to the Owner the additional amounts of the City Service Fee Credit within thirty (30) days after the calculation thereof, which payment obligation shall survive the termination of this Agreement.

2.5.4 Elimination of Obligation to Pay City Service Fee. The Owner's obligation to pay the City Service Fee shall be eliminated for any year in which the Zone is terminated for any reason. Amounts of the City Service Fee that have accrued in the year before any of the foregoing events but remain unpaid after the application of any City Service Fee Credit shall be paid in accordance with the terms of this Agreement; however, the City shall refund to the Owner any amounts of the City Service Fee that have been paid by the Owner for any year during which its payment obligation is eliminated pursuant to this Section 2.5.4. Such refund shall be made to the Owner within thirty (30) days after Owner's written request therefor, which refund obligation shall survive the termination of this Agreement.

2.6 Capital Investment Fee. The Capital Investment Fee shall be due and owing in accordance with the following terms:

2.6.1 Condition Precedent. Subject to the specific payment terms set forth in Section 2.6.1 hereof, the Capital Investment Fee shall be due after the applicable Capital Investment Commitment Date if the applicable Capital Investment Commitment has not been satisfied as of the applicable Capital Investment Commitment Date and annually thereafter only for so long after the applicable Capital Investment Commitment Date as the Owner fails to satisfy the applicable Capital Investment Commitment.

2.6.2 Payment. If the applicable Capital Investment Commitment has not been satisfied as of the applicable Capital Investment Commitment Date, the Capital Investment Fee, less any amount of the Capital Investment Fee Credit determinable at that time shall be due and payable on February 1 after the Capital Investment Commitment Date and annually thereafter on February 1 until the Capital Investment Commitment has been satisfied in accordance with the Development Agreement; provided, however, further credit will be given for the proportionate amount of the Target Number reached by the applicable Capital Investment Commitment Date, such that the Capital Investment Fee payable shall be reduced by a proportionate amount (e.g., if Owner invests only \$37.5 million by the 2019 Capital Commitment Date, which is 50% of the Target Number, then the Capital Investment Fee will be reduced by 50% to \$100,000). In the event that the Owner fails to make a payment of the Capital Investment Fee less any Capital Investment Fee Credit when due and such default is not cured within five (5) days after written notice to the Owner, the City may immediately file a lien on the Property to secure the amount in default, together with interest thereon at the statutory rate for past due real property taxes from the applicable due date. Any such lien shall be filed with the Register of Deeds Office for Oakland County, Michigan and shall be subordinate (and shall so expressly provide it is subordinate) to all present and future land contracts, mortgages, deeds of trust and other real property liens incurred in order to finance the acquisition of the Property or to finance the improvements and personal property constructed or installed thereon by the Owner and others,

but excluding future construction and mechanics liens unless the same retain priority as a matter of law. Such lien may only be foreclosed in accordance with the provisions of Section 6.2.3 hereof. Notwithstanding the foregoing, upon payment of the amount of the Capital Investment Fee less any Capital Investment Fee Credit due the City pursuant to this Section 2.6.2 (together with any costs or fees pursuant to Section 6.2.3), the lien and any other related documents recorded against the Property shall be discharged of record by the City. If there is a Capital Investment Fee Credit for any year after the Capital Investment Fee has been paid for that year, then provided all real and personal property tax obligations used to calculate such Capital Investment Fee Credit have been paid in full, the City shall pay to the Owner the amount of the Capital Investment Fee Credit received by the City within thirty (30) days after the Owner's written request therefor within twelve (12) months after the date such Capital Investment Fee was paid and receipt by the City of evidence of such credit; and this payment obligation shall survive the termination of this Agreement.

2.6.3 Termination. Upon either (i) the Owner satisfying the Capital Investment Commitment or (ii) the termination of the Zone or this Agreement, the obligation to pay the Capital Investment Fee (net of any Capital Investment Fee Credit) shall terminate effective for the year in which (a) the Capital Investment Commitment has been satisfied or (b) the Zone or this Agreement is terminated.

2.7 Development Fee. The Development Fee shall be due and owing in accordance with the following terms:

2.7.1 Amount. Commencing as of August 15, 2017 and continuing throughout the Term, the Owner shall pay to the City an annual amount of Twenty Thousand Dollars (\$20,000.00) (the "Development Fee") without credit or setoff except as set forth in Section 2.7.3 of this Agreement, provided that only 50% of this amount shall be due in 2017.

2.7.2 Payments. The Development Fee will be due in two installments of Ten Thousand and 00/100 Dollars (\$10,000.00) each, on February 15 and August 15 of each calendar year (or partial year) during the Term except a payment is not required on February 15, 2017. Installments of the Development Fee shall be payable without demand, commencing on August 15, 2017 and continuing through August 15, 2032 unless the Zone is terminated earlier. The payments of the Development Fee otherwise due before the Effective Date shall be paid within thirty (30) days of the execution of this Agreement. In the event that the Owner fails to make payment of any installment of the Development Fee when due and if such default is not cured within five (5) days after written notice to the Owner, the City may immediately file a lien on the Property to secure the amount in default, together with interest thereon at the statutory rate for past due real property taxes from the applicable due date. Any such lien shall be filed with the Register of Deeds Office for Oakland County, Michigan and shall be subordinate (and shall so expressly provide it is subordinate) to all present and future land contracts, mortgages, deeds of trust and other real property liens incurred in order to finance the acquisition of the Property or to finance the improvements and personal property constructed or installed thereon by the Owner and others, but excluding future construction and mechanics liens unless the same retain priority as a matter of law. Any such lien may only be foreclosed in accordance with the provisions of Section 6.2.3 hereof. Notwithstanding the foregoing, upon payment of the amount of the Development Fee due the City pursuant to this Section 2.7.2 (together with any costs or fees

under Section 6.2.3 below), the lien and any other related documents recorded against the Property shall be discharged of record by the City.

2.7.3 Zone Termination. If the Zone is terminated the Owner's obligation to pay the Development Fee shall terminate; provided that the obligation of the Owner to pay any accrued amounts under this Agreement and the obligation of the City to pay the Owner any offset or credit under this Agreement shall each survive the termination of the Zone and this Agreement.

2.7.4 Increased Development Fee. The Development Fee shall be increased on January 1, 2026, to Forty Thousand and 00/100 Dollars (\$40,000.00) per year, if Owner has failed, on or before December 31, 2025, to provide to the City the construction drawings and other documentation required for issuance of a building permit to commence construction of the New Building (collectively, the "Permit Application"). The Development Fee shall remain at such increased amount of \$40,000 per year (payable in two equal installments of \$20,000 each) and due February 15 and August 15 of each calendar year until such date as Owner delivers the Permit Application to the City, at which time the Development Fee shall return to the original \$20,000 per year.

2.8 Right of Offset. Any obligation of the City to the Owner hereunder may be offset against any obligations of the Owner to the City under the PA 198 Agreement between the City and the Owner of each date herewith.

ARTICLE 3

DEVELOPMENT PERIOD

3.1 Development Period Covenants of Owner. The Owner covenants and agrees to undertake the following actions during the Development Period:

3.1.1 Permits and Approvals. Owner shall maintain, as required by law and the State of Michigan building code, all Permits that are necessary in order for the Owner to construct and complete the Project, whether required by City departments and/or agencies or otherwise. When it shall become applicable in connection with development of the New Building (and prior to the construction thereof), the Owner shall pay the Permit Fee.

3.1.2 Compliance with Other Agreements. Owner will comply with the terms and conditions of the MSF Development Agreement.

3.1.3 Education and Training Funds. During the Development Period, Owner will annually make a grant to the City of not less than One Hundred and Fifty Thousand and 0/100 Dollars (\$150,000.00) (the "Education Funds") on or before June 1 of each calendar year, commencing June 1, 2018, to programs developed to educate and train a skilled workforce in the City in support of high tech manufacturing. Participation in the programs will be limited to the residents of the City. An Education Committee will be established, composed of four (4) members, with two (2) representatives appointed by each of Owner and the City. The Education Committee will endeavor to prepare a program plan and proposed expenditure of the \$150,000 by March 15 of each year for programs to be provided in the subsequent fiscal year. Final

approval of the Education Committee's annual plan and proposed expenditures will be made by the CEO or other authorized officer of Williams and the Mayor of the City. Reporting of the actual expenditure of the \$150,000 and the program participants will be provided to the City by September 1 of each year, starting in 2019.

3.1.4 Payment of Taxes. Owner shall pay and discharge prior to the date when a penalty would apply, as often as the same may become due and payable, all taxes assessed against the Property and the City Income Tax assessed against the Owner, except to the extent abated or exempted, including pursuant to other incentives benefitting the Owner, for businesses including the Owner in the Zone during the Term.

3.1.5 City Income Tax Registration. Owner shall complete and file a Form P-SS-4, Employer's Withholding Registration with the City of Pontiac Income Tax Division. Owner shall inform its agents, contractors and subcontractors working on the Project that each may be required under City ordinance or regulation to complete and file a Form P-SS-4, Employer's Withholding Registration with the City of Pontiac Income Tax Division. Owner shall provide its employees, agents, contractors and subcontractor working on the Project a copy of the City of Pontiac Income Tax Procedures handout set forth on Exhibit B to this Agreement.

3.1.6 Maintain Existence in Good Standing. Owner shall maintain its existence in good standing in the State of Michigan.

3.1.7 Project Employment and Education Opportunities. The Owner shall comply in material respects with the requirements set forth in this Subsection 3.1.7 as to nondiscrimination and local employment practices and shall contractually require that any and all general contractors, major subcontractors and major suppliers employed or retained by Owner for the Project comply in material respects with the requirements set forth in this Subsection 3.1.7, as applicable.

(a) The Owner shall not, and shall include in contracts with its general contractor, major subcontractors and major suppliers a statement that they shall not, discriminate on the grounds of race, color, creed, religion, national origin, sex, age, handicap, marital status, height, weight or sexual preference in the retention of contractors and subcontractors, the hiring of employees, or the purchase of materials and supplies for the Project, and shall promote the full realization of equal employment opportunity, including providing for affirmative action programs.

(b) The Owner shall, and the Owner shall inform its general contractors, major subcontractors and major suppliers, that they shall, where possible and reasonable, provide an opportunity for qualified City residents and qualified City based businesses to be considered in the retention of contractors and subcontractors, and the hiring of employees, or the purchase of materials and supplies for the construction and/or operation of the Project before making any final hiring and contracting decisions with respect to services at the Property for the Project. City based businesses means, with respect to this Agreement, businesses whose principal place of business is located, or who have a substantial business office located within the corporate limits of the City, or businesses any of whose principals reside within the City. Owner and each of its contractors, subcontractors

and suppliers shall be deemed to be in compliance with this paragraph (b) if such Person has notified the City's Human Rights Department of the opportunities to be retained or hired and has reasonably included within the considerations for retention or employment the qualified companies and qualified individuals timely provided by Oakland County Michigan WORKS! Pontiac.

(c) When opportunities for contracting/subcontracting and employment arise in connection with the construction and development of the Project, Owner or its contractors will notify the City of Pontiac Human Rights Department and Oakland County Michigan WORKS! Pontiac in writing to insure that qualified City based businesses and qualified City residents are considered for opportunities for contracts/sub-contracts and employment. It is expected that the City of Pontiac Human Rights Department and Oakland County Michigan WORKS! Pontiac will forward to Owner and others qualified City based businesses and qualified individuals for retention and employment.

(d) In order to effect the foregoing provisions, not later than thirty (30) days in advance of the later of the date of this Agreement or the commencement of construction of the Project, the Owner and its contractors shall meet with representatives of the City of Pontiac Human Rights Department and Oakland County Michigan WORKS! Pontiac to seek to determine the final scope governing the required notices and opportunities to respond as outlined in this Subsection 3.1.7.

(e) So long as this Agreement remains in full force and effect, Owner will provide the City with an annual employment report reflecting the actual number of jobs created and retained within each reporting period. The City shall provide Owner with a form the Owner may, but shall not be required to, use for the annual report.

(f) So long as this Agreement remains in full force and effect, Owner will provide the City with an annual employment report reflecting the actual number of jobs created and retained within each reporting period. The City shall provide Owner with a form the Owner may, but shall not be required to, use for the annual report.

(g) The Owner shall include in its contract with its general contractor or operating entities retained for the construction or operation of the Project that each should provide annual reports as required to be provided by the Owner with respect to jobs. To the extent that contracts have already been executed, Owner shall notify such contractor in writing (with a copy to the City) that it is required by law to file Form P-SS-4 with the City. Owner, its general contractor or such operating entities shall permit reasonable access to representatives of the City upon request to non-confidential information in their books and records necessary to confirm the annual reports required herein to be delivered to the City.

3.2 Development Period Covenants of City. The City covenants and agrees to undertake the following actions during the Development Period:

3.2.1 Permits. City shall expedite, to the extent legally permitted to do so, the issuance of all Permits and City approvals necessary for the Project, provided Owner has submitted the required application and information under the generally applicable standards for granting such Permits in the City. Promptly following Owner's completed Permit submissions, the City shall review same. So long as the Owner's completed Permit submissions meet the generally applicable standards for the grant of Permits in the City (including the posting of any required bond in an appropriate and reasonable amount under the circumstances), the City will issue such Permits upon the payment of any permit or other fee, subject the Permit Fee limitation of \$250,000.00 applicable to New Building, such limitation not being applicable to the Property other than the New Building.

3.2.2 Infrastructure Funding. The City agrees to continue to provide its reasonable cooperation to the Owner to seek and obtain assistance from the United States, Oakland County and the State of Michigan for the Infrastructure. The City shall not be required to expend any out-of-pocket funds in connection with the foregoing obligation to provide reasonable cooperation.

3.2.3 Cooperation Regarding Other Assistance. The City shall support the Owner's reasonable requests for other incentives and assistance from U.S. agencies, Oakland County agencies and State of Michigan agencies and will provide its reasonable cooperation with those agencies in connection with approvals, incentives and assistance for the Project and the City shall provide its reasonable cooperation with the Owner with respect to the foregoing. The City shall not be required to expend any out-of-pocket funds in connection with the foregoing obligation to provide reasonable cooperation.

3.2.4 MSF Development Agreement. The City may request the MSF Board or the MEDC to exercise any remedies for a default under the MSF Development Agreement and the City may be asked to consent to the exercise of such remedies if initiated by the MSF. The foregoing does not restrict the actions of the City as to its remedies under this Agreement after and during the continuance of an Owner Event of Default.

3.3 Development Period Termination.

3.3.1 Event of Default. The City may terminate this Agreement during the Development Period only after and during the continuance of an Owner Event of Default. The Owner may terminate this Agreement during the Development Period only after and during the continuance of a City Event of Default.

3.3.2 MSF Board. If the MSF Board terminates the Zone pursuant to an exercise of remedies under the MSF Development Agreement or if the Act is repealed or amended and the Zone terminates, this Agreement will terminate automatically and have no further force or effect.

3.3.3 Effect of Termination. Upon any termination under this Section 3.3., the parties shall have no further obligations under this Agreement and no liabilities, except to the extent any liability has then accrued under this Agreement or any separate agreement.

ARTICLE 4

CONFLICT OF INTEREST

4.1 No Conflict Representation of Owner. Owner represents and warrants that, to its actual knowledge and except as disclosed to the City, none of Mayor, any member of the City Council, or any other City Person who exercises any discretionary function or responsibility in connection with the approval of any actions required under this Agreement has any personal financial interest in the Owner or the Project.

4.2 No Conflict Covenant of Owner.

4.2.1 Owner covenants and agrees that, except as known to the City, no City Person who shall exercise any discretionary functions or responsibilities with respect to approvals for any actions under this Agreement or for the Project, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may, to the extent the Owner has the authority to prevent, (i) obtain a personal financial interest in the Owner or the Project (ii) hold or have an interest in any contract, subcontract, or agreement for payment with respect to the construction and development of the Project or its proceeds, either for themselves or those with whom they have a direct family or business relationship during their tenure as a City Person.

4.2.2 The foregoing restriction shall apply to the construction and development of the Project, but Owner shall not be deemed to have breached this Section 4.2 if Owner had no actual knowledge of the position, relationship, interest and/or benefit of the City Person or if Owner had no actual influence over its agents or contractors who may employ such a Person.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1 Owner Representations and Warranties. In order to induce the City to enter into this Agreement, the Owner hereby represents and warrants:

5.1.1 Organization and Authority. The Owner is a duly organized limited liability corporation, validly existing and in good standing under the laws of the State of Michigan and has all power and authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder.

5.1.2 No Litigation. The Owner has not received any notice of, nor is it aware of, any pending action that would (i) take all or any portion of the Property or (ii) materially and adversely impair its ability to perform its covenants and obligations under this Agreement.

5.1.3 No Breach. The transactions contemplated by this Agreement will not result in a breach of, or constitute a default or permit acceleration and maturity under, any agreement or order to which the Owner is bound.

5.2 City Representations and Warranties. The City represents and warrants that, as of the date of this Agreement:

5.2.1 Organization and Authority. It is a Michigan public body corporate, validly existing under the laws of the State of Michigan and has the authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder.

5.2.2 No Litigation. The City has not received any notice of, nor is it aware of, any pending action (i) to take all or any portion of the Property or (ii) that would materially and adversely impair its ability to perform its covenants and obligations under this Agreement.

5.2.3 No Breach. The transactions contemplated by this Agreement will not result in a breach of, or constitute a default or permit acceleration and maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which the City is subject or by which the City is bound.

ARTICLE 6

DEFAULTS AND REMEDIES

6.1 Default by Owner. The occurrence of any of the following events shall be an event of default by Owner under this Agreement (an "Owner Event of Default"):

6.1.1 Payment and Performance Default. Owner fails, after receiving any required notice, to perform any covenant, agreement, obligation, term or condition under this Agreement within any applicable grace or cure period, or if no due date or grace period is set forth and is not expressly prohibited, then within sixty (60) days for a monetary default following written demand and ninety (90) days for a non-monetary default following written demand (specifying the nature of the default), and for a non-monetary default during the Development Period Owner shall not be in default if the nature of the default is such that Owner may need more time to cure, in which case the period to cure shall be extended for so long as may be reasonably required to cure such default provided Owner commences the cure during that 90-day period and proceeds with reasonable diligence thereafter to cure such default.

6.1.2 Breach of Representations and Warranties. Any representation or warranty made in this Agreement or in connection with any delivery, application or commitment for the Project by Owner is false or misleading in any material respect at the time made.

6.1.3 Bankruptcy.

(a) Owner is adjudicated insolvent, or shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, shall voluntarily be adjudicated insolvent or bankrupt or shall admit in writing the inability to pay debts as they mature, shall petition or apply to any tribunal for or shall consent to or shall not contest the appointment of a receiver, trustee, custodian or similar officer, and the appointment of same adversely affects the Project and the City.

(b) A petition is filed or any case, proceeding or other action is commenced against any Owner seeking to have an order for relief entered against it as debtor or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership or other debtor relief under any law or statute of any jurisdiction whether now or hereafter in effect or a court of competent jurisdiction enters an order for relief against Owner that is not dismissed within one hundred twenty (120) days after being commenced.

6.1.4 Dissolution of Owner. Any dissolution, termination, or partial or complete liquidation of Owner prior to completion of the Project.

6.2 Remedies of the City. After and during the continuance of an Owner Event of Default, the rights and remedies of the City shall be limited to:

6.2.1 Damages and Injunction. The City may maintain an action to recover any Service Fees due and owing (including reasonable fees and expenses of counsel, consultants and expert witnesses incurred in connection therewith) resulting from the Owner Event of Default. Notwithstanding the foregoing, in no event will the Owner be liable for any punitive, speculative or consequential damages alleged by the City. The City may also seek injunctive relief.

6.2.2 Termination. The City may terminate this Agreement in accordance with the specific termination rights set forth in this Agreement.

6.2.3 Lien Remedy. The Owner acknowledges and agrees for itself, its successors and assigns, that any lien filed by the City pursuant to Sections 2.4.2, 2.5.2, 2.6.2, and 2.7.2 above shall constitute a consensual agreement to encumber real property perfected pursuant to MCL §565.25(3)(c). If the default giving rise to such a lien is not cured as and when required under Section 6.1 of this Agreement, the City may, if such uncured default is then still not cured, enforce collection by foreclosure of any such lien securing payment by the means set forth in the Michigan Foreclosure by Advertisement statute, being MCL §600.3201, et seq., as amended, by judicial foreclosure or by other legal or equitable proceedings as permitted by law. Notwithstanding the foregoing, upon payment of the amount due the City pursuant to Sections 2.4.2, 2.5.2, 2.6.2 or 2.7.2 of this Agreement, as applicable, the enforcement proceedings shall terminate and the lien and any other related documents recorded against the Property shall be discharged by the City upon reimbursement to the City of its reasonable costs of pursuing any enforcement action, including without limitation its filing fees and reasonable attorneys' fees.

6.3 Default by the City. The occurrence of any of the following events shall be an event of default by the City under this Agreement (a "City Event of Default").

6.3.1 Payment or Performance Default. City fails, after receiving any required notice, to perform any covenant, agreement, obligation, term or condition under this Agreement, within any applicable grace period, or if no due date or grace or cure period is set forth, then within sixty (60) days for a monetary default following written demand and ninety (90) days for a non-monetary default following written demand (specifying the nature of the default).

6.3.2 Breach of Representations and Warranties. Any representation or warranty made in this Agreement or in connection with any delivery, application or commitment relating to the Project by the City is false or misleading in any material respect at the time made.

6.4 Remedies of Owner. After and during the continuance of a City Event of Default, the rights and remedies of the Owner shall be limited to:

6.4.1 Damages and Injunction. The Owner may maintain an action to recover any losses, damages, costs and expenses (including reasonable fees and expenses of counsel, consultants and expert witnesses incurred in connection therewith) resulting from the City Event of Default. Notwithstanding the foregoing, in no event will the City be liable for any punitive, speculative or consequential damages alleged by the Owner. The Owner may also seek injunctive relief.

6.4.2 Termination. The Owner may terminate this Agreement in accordance with the specific termination rights set forth in this Agreement.

ARTICLE 7

MISCELLANEOUS

7.1 Effect of Agreement. The City shall be obligated to perform only those undertakings expressly set forth in this Agreement and its obligations and duties pursuant to applicable laws, ordinance and charter. Execution of this Agreement in no way constitutes City approval of the Project or obligates the City to support or approve the Project except as expressly set forth herein.

7.2 Compliance with Laws. The Owner and the City shall each comply with all applicable Laws at all times during the Term, but either may contest the same.

7.3 City Consent. Where the consent of the City is required or requested under this Agreement after the Effective Date, such consent may be provided by the Mayor of the City unless the approval of the City Council for such consent is expressly required by City ordinance or resolution, or other applicable law.

7.4 Costs. Except as specifically set forth in this Agreement, each of the parties will bear their own costs and fees with respect to actions taken as required by this Agreement or in support of such obligations. The City and the Owner shall have no liability for any Claims of any nature except as expressly set forth in this Agreement.

7.5 Assignment of this Agreement.

7.5.1 Assignment by Owner. The Owner shall not assign any of its obligations or rights under this Agreement without receiving the prior written consent of the City in accordance with Section 7.3. The City shall first have the opportunity to review the plans of the proposed assignee.

7.5.2 Survival of Obligations. The obligations of the Owner under this Agreement shall survive any assignment, unless the assignee (or a guarantor of assignee) has a net worth at least equal to the net worth of the assignor at the time of the assignment, the assignee assumes in writing all of the obligations of the Owner under this Agreement yet to be performed or yet to be performed to the standards required under this Agreement, including the obligation to cure any then-existing Owner defaults, and the City approves of the assignment.

7.6 Notices. All notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below:

If to the City, to:

City of Pontiac
47450 Woodward Ave
Pontiac, Michigan 48342
Attention: Mayor
Fax No. 248-758-3292

With copies to:

City of Pontiac
47450 Woodward Ave
Pontiac, Michigan 48342
Attention: City Attorney
Fax No. 248-758-3292

City of Pontiac Tax Increment Finance Authority
8 North Saginaw Street, Third Floor
Pontiac, Michigan 48342
Attention: Executive Director
Fax No. 248-857-5713

Honigman
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226
Attention: Denise J. Lewis, Esq.
Email: dlewis@honigman.com
Fax No. 313-465-7465

If to the Owner to:

Williams International Co., L.L.C.
2000 Centerpoint Parkway
Pontiac, Michigan 48341
Attention: Mr. Gary Schopa
Email: gshopa@williams-int.com

With a copy to:

Dykema Gossett PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304
Attention: Kyle R. Hauberg, Esq.
Email: khauberg@dykema.com
Fax No. (855) 245-0199

7.7 Amendment. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by the parties hereto after the consent of the City as required by any Laws to such amendment or modification has been obtained.

7.8 Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective permitted successors and assigns.

7.9 Survival and Prevailing Party in Litigation. The terms, conditions and provisions of this Agreement which are expressly provided to survive shall survive its termination. In any litigation arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses and reasonable fees and expenses of consultants and expert witnesses, and costs at trial and for appeals; and the provisions of this sentence shall survive the termination of this Agreement.

7.10 Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

7.11 Time of the Essence. Time shall be of the essence of this Agreement.

7.12 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7.13 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

7.14 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan and all applicable federal laws of the United States.

7.15 No Brokers. The City warrants to the Owner that the City has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable by the Owner. The Owner warrants to the City that the Owner has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable by the City. The City and the Owner respectively agree to indemnify, defend and hold harmless the other from and against any and all claims, fees, commissions and suits of any real estate broker or agent or other Person with respect to services claimed to have been rendered for or on behalf of such party in connection with the execution of this Agreement or the transaction contemplated herein. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Section 7.15 shall survive the termination of this Agreement.

7.16 Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if such failure is due to unforeseeable events beyond, the party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of the public enemy, acts of any government (except with respect to the City obligations under this Agreement, the acts of the City are excluded from this sentence), acts of the other party, fires, flood, epidemics, quarantine restriction, strikes and embargoes, shortages of materials and delays of contractors due to such causes. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the party seeking relief from its obligations under this Section 7.16 shall endeavor to notify the other party in writing, setting forth the event giving rise to such failure to perform, within 30 business days following knowledge of the occurrence of such event.

7.17 Entire Agreement. The Agreement, including all exhibits attached hereto contain all agreements between the parties regarding the Project. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

[signatures on the following pages]

The parties hereto have caused this Agreement to be duly executed as of the date first written above.

OWNER

4GW REAL ESTATE INVESTMENTS
LLC,
a Michigan limited liability company

By: _____
Name: Gary Schopa
Title: Vice President

WILLIAMS INTERNATIONAL CO., LLC,
a Michigan limited liability company

By: _____
Name: Gary Schopa
Title: Senior Vice President and CFO

CITY

CITY OF PONTIAC,
a Michigan municipal corporation

Hon. Deirdre Waterman
Mayor

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

Land Situated in the City of Pontiac in the County of Oakland in the State of Michigan:

Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, also being part of Lots 5, 6 and 7 and part of Beltline Railroad excepted, as platted a part of ASSESSOR'S PLAT NO. 110, as recorded in the Liber 52, Page 26 of Plats, Oakland County Records, being more particularly described as follows: Beginning at a point distant South 89 degrees 46 minutes 13 seconds East along the North line of Section 3, 71.08 feet and South 02 degrees 36 minutes 47 seconds West along the extension of the Easterly line of Centerpoint Parkway (120 feet wide), 67.78 feet, from the North 1/4 corner of said Section 3, Township 2 North, Range 10 East, said Point of Beginning being on the South line of South Boulevard (120 feet wide) and Easterly line of said Centerpoint Parkway; thence due East along Southerly line of said South Boulevard, 1227.63 feet; thence Due South, 185.48 feet; thence South 44 degrees 50 minutes 04 seconds East 20.48 feet; thence Due East 453.06 feet; thence North 74 degrees 26 minutes 44 seconds East, 16.09 feet to a point on the West line of North Connector Road (66 feet wide); thence due South along the West line of said North Connector Road 336.65 feet to a point on the North line of Campus Drive (width varies); thence the following five (5) courses along the Northerly line of said Campus Drive: (1) North 89 degrees 22 minutes 30 seconds West, 856.31 feet; and (2) 356.03 feet along a curve to the left (radius 443.00 feet, central angle 46 degrees 02 minutes 49 seconds, chord bearing and distance South 67 degrees 36 minutes 06 seconds West, 346.52 feet); and (3) South 44 degrees 34 minutes 41 seconds West, 56.60 feet; and (4) 296.63 feet along a curve to the right (radius 350.00 feet, central angle 48 degrees 33 minutes 32 seconds, chord bearing and distance South 69 degrees 52 minutes 06 seconds West, 287.83 feet); and (5) North 87 degrees 23 minutes 13 seconds West, 260.00 feet to a point on the Easterly line of Centerpoint Parkway (120 feet wide); thence Northerly along Easterly line of said Centerpoint Parkway North 02 degrees 36 minutes 47 seconds East, 783.39 feet to the Point of Beginning.

Commonly known as: 1999 Centerpoint Pkwy, Pontiac, Michigan

Parcel Number: 64-19-03-201-002

PARCEL 2:

Land Situated in the City of Pontiac in the County of Oakland in the State of Michigan:

Land in the City of Pontiac, Oakland County, Michigan, being all that part of Lots 5-9, all of Lot 10, part of Lot 11 and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, T.2N, R.10E., 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.2N., R.10E., 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) and being the Point of Beginning; thence S. $00^{\circ}36'21''$ W. along the West line of Opdyke Road, 2060.01 feet to a point of deflection; thence S. $00^{\circ}24'47''$ E. along the West line of Opdyke Road, 901.82 feet to the Northeast corner of Unit 5 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, a Condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, and any amendments thereto, as last amended by Eighth Amendment to Master Deed recorded in Liber 35596, page 855, Oakland County Records; thence the following five (5) courses along the North line of said Unit 5 and Units 21, 22, 40, and 24 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S. $89^{\circ}35'13''$ W., 35.00 feet, and (2) N. $00^{\circ}24'47''$ W., 20.00 feet, and (3) 210.91 feet along a curve to the left (radius 215.00 feet, central angle $56^{\circ}12'23''$, long chord bears S. $61^{\circ}29'01''$ 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 $57^{\circ}36'46''$, long chord bears S. $62^{\circ}11'13''$ W., 216.83 feet), and (5) N. $89^{\circ}00'24''$ W., 1422.62 feet to a point on the Easterly line of Centerpoint Parkway (width varies); thence the following seven (7) courses along said Easterly line of Centerpoint Parkway: (1) N. $45^{\circ}10'30''$ W., 432.89 feet, and (2) 519.48 feet along a curve to the right (radius 400.00 feet, central angle $74^{\circ}24'38''$, long chord bears N. $07^{\circ}58'11''$ W., 483.74 feet), and (3) N. $29^{\circ}14'08''$ E., 299.59 feet, and (4) 364.33 feet along a curve to the left (radius 750.00 feet, central angle $27^{\circ}49'59''$, chord bears N. $15^{\circ}19'08''$ E., 360.76 feet), and (5) N. $01^{\circ}24'09''$ E., 632.31 feet, and (6) 410.89 feet along a curve the left (radius 750.00 feet, central angle $31^{\circ}23'22''$, long chord bears N. $14^{\circ}17'32''$ W., 405.77 feet), and (7) N. $29^{\circ}59'13''$ W., 24.18 feet to the most Southerly corner of Unit 10 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence the following three (3) courses along the Easterly and Northerly line of said Unit 10: (1) N. $01^{\circ}32'01''$ E., 299.48 feet, and (2) N. $87^{\circ}51'44''$ W., 61.57 feet, and (3) N. $02^{\circ}32'55''$ E., 124.59 feet to a point, said point being an interior lot corner on the South line of Unit 11 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence S. $87^{\circ}25'59''$ E., 287.26 feet to the Southeast corner of said Unit 11; thence N. $00^{\circ}11'13''$ E. along the East line of said Unit 11, 616.94 feet; to a point on the Southerly line of Campus Drive (width varies), said point being the Northeast corner of said Unit 11; thence the following nine (9) courses along said Southerly line of Campus Drive: (1) 66.00 feet along a curve to the left (radius 450.00 feet, central angle $08^{\circ}24'14''$, long chord bears N. $47^{\circ}58'00''$ E., 65.95 feet), and (2) N. $44^{\circ}34'41''$ E., 56.60 feet, and (3) 286.91 feet along a curve to the right (radius 357.00 feet, central angle $46^{\circ}02'49''$, chord bears N. $67^{\circ}36'06''$ E., 279.25 feet), and (4) S. $89^{\circ}22'30''$ E., 723.10 feet, and (5) S. $85^{\circ}22'15''$ E., 200.49 feet, and (6) 253.43 feet along a curve to the right (radius 190.00 feet, central angle $76^{\circ}25'20''$; long chord bears S. $51^{\circ}09'50''$ E., 235.05 feet), and (7) S. $12^{\circ}57'10''$ E., 184.05 feet, and (8) 333.54 feet along a curve to the left (Radius 250.00 feet, central angle $76^{\circ}26'28''$, long chord bears S. $51^{\circ}10'24''$ E., 309.35 feet), and (9) S. $89^{\circ}23'39''$ E., 95.72 feet to the point of beginning.

EXCEPT:

Being all that part of Lots 8-11 and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, Town 2 North, Range 10 East, as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, lying within the following described parcel: Commencing at the Northeast property controlling corner of Section 3 (as previously surveyed by Nowak & Fraus 04-05-07), Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan: Thence South 00 degrees 36 minutes 21 seconds West along the East line of said

Section 3, 1215.50 feet; thence North 89 degrees 23 minutes 39 seconds West 60.00 feet to a point, said point being the intersection of the South line of Campus Drive (width varies) with the West line of Opdyke Road (120 feet wide); thence South 00 degrees 36 minutes 21 seconds West along the West line of Opdyke Road, 2060.01 feet to a point of Deflection; thence South 00 degrees 24 minutes 47 seconds East along the West line of Opdyke Road, 901.82 feet to the Northeast corner of Unit 5 of Centerpoint Business Campus Condominium, a condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, and any amendments thereto, as last amended by Eighth Amendment to Master Deed recorded in Liber 35596, Page 855, Oakland County Records; thence the following five (5) courses along the North line of said Unit 5 and Units 21, 22, and 40 of said Centerpoint Business Campus Condominium: (1) South 89 degrees 35 minutes 13 seconds West 35.00 feet, and (2) North 00 degrees 24 minutes 47 seconds West, 20.00 feet, and (3) 210.91 feet along a curve to the left (radius 215.00 feet, central angle 56 degrees 12 minutes 23 seconds, long chord bears South 61 degrees 29 minutes 01 seconds West, 202.56 feet) to a point of reverse curvature, and (4) 226.24 feet along a curve to the right (radius 225.00 feet, central angle 57 degrees 36 minutes 46 seconds, long chord bears South 62 degrees 11 minutes 13 seconds West 216.83 feet), and (5) North 89 degrees 00 minutes 24 seconds West, 706.20 feet to the point of beginning; thence continuing along the North line of Unit 40 and 24 of said Centerpoint Business Campus Condominium, North 89 degrees 00 minutes 24 seconds West, 716.42 feet to a point on the Easterly line of Centerpoint Parkway (width varies); thence the following five (5) courses along said Easterly line of Centerpoint Parkway: (1) North 45 degrees 10 minutes 30 seconds West, 432.89 feet, and (2) 519.48 feet along a curve to the right (radius 400.00 feet, central angle 74 degrees 24 minutes 38 seconds, long chord bears North 07 degrees 58 minutes 11 seconds West, 483.74 feet), and (3) North 29 degrees 14 minutes 08 seconds East, 299.59 feet, and (4) 364.33 feet along a curve to the left (radius 750.00 feet, central angle 27 degrees 49 minutes 59 seconds, chord bears North 15 degrees 19 minutes 08 seconds East, 360.76 feet), and (5) North 01 degrees 24 minutes 09 seconds East, 423.92 feet; thence leaving the Easterly line of Centerpoint Parkway, South 89 degrees 00 minutes 24 seconds East, 870.00 feet; thence South 00 degrees 59 minutes 36 seconds West, 1815.00 feet back to the point of beginning.

Commonly known as: Vacant Land & 2100 S. Opdyke Rd., Pontiac, Michigan

Parcel Numbers: 19-03-200-022 and 19-03-200-023

PARCEL 3:

Land situated in the City of Pontiac in the County of Oakland in the State of Michigan:

Unit 11, CENTERPOINT BUSINESS CAMPUS, a condominium according to the Master Deed recorded in Liber 16667, pages 11 through 47, inclusive, First Amendment to Master Deed recorded in Liber 17018, pages 808 through 818, inclusive, Second Amendment to Master Deed recorded in Liber 17615, pages 107 through 120, inclusive, Third Amendment to Master Deed recorded in Liber 18244, pages 160 through 171, inclusive, Fourth Amendment to Master Deed recorded in Liber 20069, pages 99 through 107, inclusive, Fifth Amendment to Master Deed recorded in Liber 21468, pages 838 through 854, inclusive, Sixth Amendment to Master Deed recorded in Liber 24909, pages 537 through 549, inclusive, Seventh Amendment to Master Deed

recorded in Liber 28874, pages 149 through 157, inclusive, Eighth Amendment to Master Deed recorded in Liber 35596, pages 855 through 874, inclusive, Ninth Amendment to Master Deed recorded in Liber 39555, pages 61 through 70, inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1004, together with rights in the General Common Elements, as set forth in said Master Deed and as described in Act 59 of the Public Acts of Michigan of 1978, as amended.

Together with all right, title and interest in and to easements created, limited and defined in Master Deed for Centerpoint Business Campus filed for record in Liber 16667, page 11, Oakland County Records, as amended.

Commonly known as: 2001 Centerpoint Parkway, Pontiac, Michigan

Parcel Numbers: 19-03-202-001

Exhibit B

Pontiac Income Tax Registration Information

CITY OF PONTIAC INCOME TAX PROCEDURES

Pontiac adopted the Michigan Uniform City Income Tax Ordinance, effective January 1, 1968. City of Pontiac income tax on all their compensation subject to tax are as follows:

Residents of the City: At a rate of 1% of all compensation paid to the employee who is a resident of the City of Pontiac.

Non-residents: At a rate equal to 0.5% of the compensation paid to the employee for work done or services performed in the City of Pontiac.

Regulations and requirement for withholding are as follows:

Who should withhold: Every employer is required to withhold who has a location in the city, or who is doing business in the city even if the employer has no location in the city. An employer is defined as any "individual, partnership, association, corporation, non-profit organization, governmental body or unit or agency, or any other entity that employs one or more persons on a salary, bonus, wage, commissions.

Who must register: Every employer in Pontiac and every employer outside of Pontiac who has employees living or working in Pontiac are required to register as an employer. New employers should immediately register with the City by letter, telephone, or by filing form (P-SS-4) Employer's Registration Form. When submitting a letter or registration form to the City; please include the Federal Employer Identification Number and the number of employees.

Payments [of interest] not subject to withholding: Fees paid professional men, brokers, and any other independent contractors who are not employees of the payer.

Payment to a nonresident employee for work or services performed in Pontiac if his predominant place of employment is not Pontiac.

While individuals with income described above are not subject to withholding, such individuals nevertheless are required to file an annual return and report their income.

The City of Pontiac Income Tax Division is requesting that the contractor supply a list to the Income Tax Division of the names and addresses of all subcontractors furnishing labor and services within Pontiac.



DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Honorable City Council

FR: Rachel Loughrin, Director, Economic Development

THRU: Jane Bais DiSessa, Deputy Mayor

DA: October 26, 2018

RE: Williams International Co., LLC Application for Industrial Facilities Tax Exemption Certificate

Williams International Co., LLC has submitted an application for an industrial facilities tax exemption certificate.

Williams International is relocating its corporate headquarters from Commerce Township to the City of Pontiac in order to meet the current and anticipated business growth in both its military and commercial operations. Relocating its headquarters to Pontiac will move Williams International into a region with a large and highly trained workforce, including those with high tech engineering and manufacturing skills. With significant investment, the land and buildings purchased in Pontiac will provide Williams with the framework for a new headquarters, immediate upgrade and expansion of manufacturing capabilities, along with sufficient expansion area to meet its near-term needs.

2000 Centerpoint will be immediately retrofitted to serve as the new headquarters for Williams International. The former motion pictures studios will be redeveloped into a high-tech manufacturing facility for the development and testing of new product lines currently underway. The company will invest over \$300 Million in the next five years to transform 2000 Centerpoint into a state-of-the-art aerospace headquarters and manufacturing facility.

The development of new product lines for aerospace products requires significant research, design and testing before commencing the full manufacture of the product. The existing facility at 2000 Centerpoint, once reconstructed and retrofitted, will be used for the continued research, design and development of new product lines.

To accommodate the manufacturing operations for these product lines, a new 800,000 to 1 million square foot facility will be constructed on the currently vacant 120 acres adjacent to 2000 Centerpoint. This new facility will house the high volume production of the new product lines.

2001 Centerpoint Parkway, an additional existing office building on the campus, will be transformed into Williams' product support facility and quick-turn manufacturing function. This operation is currently in Commerce Township and will remain there until the current tenants vacate the building. This building will also provide additional high tech office space for the continued growth of the company.

Williams ultimately projects to bring at least 900 jobs to the City by 2022, 500 of which will be relocated from Commerce Township, the remaining 400 will be new jobs in both Pontiac and the State of Michigan.

A total of 12 years plus a one year construction period is requested for the exemption.

After consulting with the Finance Department, the Administration is recommending approval of the application for an industrial facilities tax exemption certificate. Williams International Co., LLC application for the Industrial Facilities Tax Exemption Certificate and the memo from the Finance Director regarding Williams International are attached.

On June 22, 2017, your honorable body approved the establishment of the plant rehabilitation district for parcel 19-03-201-002 and supported the application to the Michigan Strategic Fund for a renaissance zone designation for parcels 19-03-201-002, 19-03-202-001, 19-03-200-022 and 19-03-200-023. The Michigan Strategic Fund approved the renaissance zone on June 27, 2017.

In accordance with the IFT regulations, the City Council must approve a resolution adopting the application and agreement for the IFT. As such, we are requesting that you adopt the following resolution at your meeting on October 30, 2018.

WHEREAS, pursuant to P.A. 198 of 1974, M.C. 207.551 *et seq.*, after a duly noticed public hearing held on October 23, 2018, this City Council by resolution established a "Plant Rehabilitation District" covering 2000 Centerpoint Parkway; and

WHEREAS, Williams International Co., LLC ("Company") has filed an application for an Industrial Facilities Exemption Certificate (the "Application") with respect to rehabilitation of the facility(s) within the Plant Rehabilitation District and such Application has been sent to the Office of the City Clerk for certification; and

WHEREAS, before approving said Application the City held a hearing on June 22, 2017 at Pontiac City Hall in the City of Pontiac, at which hearing the applicant, the Assessor and a representative of the affected taxing units who had been given written notice and any other resident or non-resident of the City of Pontiac were afforded the opportunity to appear and be heard on said Application; and

WHEREAS, construction on the property has not begun more than six (6) months prior to the date of the Application for the Industrial Facilities Exemption Certificate was submitted to the City of Pontiac; and

WHEREAS, completion of the facility(s) is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to create employment in the City of Pontiac; and

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

WHEREAS, the City of Pontiac and Company have agreed upon and will enter into an Industrial Facilities Tax Exemption Certificate Agreement, entitled "Industrial Facilities Exemption Certificate Agreement" which is attached as Exhibit B, and hereby incorporated here.

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

1. The City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate, shall not have the effect of substantially impeding the operation of the City of Pontiac or impairing the financial soundness of the taxing unit which levies ad valorem property taxes in the City of Pontiac.
2. The Application with respect to rehabilitation on the parcel of real property, situated within the Plant Rehabilitation District, which was established on June 22, 2017 (whose legal description is attached as Exhibit A), is hereby approved.
3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of Twelve (12) years after completion (including a one year rehabilitation period) of the facility(s), provided that the Industrial Facilities Exemption Certificate Agreement is executed by all parties, and subject to the statutory right of the City Council to request a revocation of such Certificate in accordance with MCLA 207.565.
4. The Mayor is hereby authorized to take any steps in order to enter into and execute the Industrial Facilities Exemption Certificate Agreement on behalf of the City.

Exhibit A

Land Situated in the City of Pontiac in the County of Oakland in the State of Michigan:

Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, also being part of Lots 5, 6 and 7 and part of Beltline Railroad excepted, as platted a part of ASSESSOR'S PLAT NO. 110, as recorded in the Liber 52, Page 26 of Plats, Oakland County Records, being more particularly described as follows: Beginning at a point distant South 89 degrees 46 minutes 13 seconds East along the North line of Section 3, 71.08 feet and South 02 degrees 36 minutes 47 seconds West along the extension of the Easterly line of Centerpoint Parkway (120 feet wide), 67.78 feet, from the North 1/4 corner of said Section 3, Township 2 North, Range 10 East, said Point of Beginning being on the South line of South Boulevard (120 feet wide) and Easterly line of said Centerpoint Parkway; thence due East along Southerly line of said South Boulevard, 1227.63 feet; thence Due South, 185.48 feet; thence South 44 degrees 50 minutes 04 seconds East 20.48 feet; thence Due East 453.06 feet; thence North 74 degrees 26 minutes 44 seconds East, 16.09 feet to a point on the West line of North Connector Road (66 feet wide); thence due South along the West line of said North Connector Road 336.65 feet to a point on the North line of Campus Drive (width varies); thence the following five (5) courses along the Northerly line of said Campus Drive: (1) North 89 degrees 22 minutes 30 seconds West, 856.31 feet; and (2) 356.03 feet along a curve to the left (radius 443.00 feet, central angle 46 degrees 02 minutes 49 seconds, chord bearing and distance South 67 degrees 36 minutes 06 seconds West, 346.52 feet); and (3) South 44 degrees 34 minutes 41 seconds West, 56.60 feet; and (4) 296.63 feet along a curve to the right (radius 350.00 feet, central angle 48 degrees 33 minutes 32 seconds, chord bearing and distance South 69 degrees 52 minutes 06 seconds West, 287.83 feet); and (5) North 87 degrees 23 minutes 13 seconds West, 260.00 feet to a point on the Easterly line of Centerpoint Parkway (120 feet wide); thence Northerly along Easterly line of said Centerpoint Parkway North 02 degrees 36 minutes 47 seconds East, 783.39 feet to the Point of Beginning.

Commonly known as: 2000 Centerpoint Pkwy, Pontiac, Michigan

Parcel Number: 64-19-03-201-002

Exhibit B

Exhibit B
MSF Development Agreement Follows

RENAISSANCE ZONE DEVELOPMENT AGREEMENT:
MSF-DESIGNATED

THIS DEVELOPMENT AGREEMENT (this "Agreement"), effective as of October 5, 2017 (the "Effective Date"), is between the Michigan Strategic Fund (the "MSF"), whose address is 300 North Washington Square, Lansing, Michigan 48913, the City of Pontiac, a Michigan municipal corporation, whose address is 47450 Woodward Ave, Pontiac, Michigan 48342, (the "Municipality"), and Williams International Co., L.L.C., a Michigan limited liability company, (the "Recipient" or "Company"), whose address and principal office is 2280 East West Maple Road, P.O. Box 200, Walled Lake, MI 48390. As used in this Agreement, the MSF, the Municipality, and the Company are, individually, a "Party" and, collectively, the "Parties".

RECITALS

A. Section 8a(2) of the Michigan Renaissance Zone Act, 1996 PA 376, as amended, authorizes the Michigan Strategic Fund ("MSF") Board to designate up to twenty-seven (27) renaissance zones (a "Renaissance Zone") in one or more city, village, or township if consented to by the local unit of government in which the proposed renaissance zone will be located;

B. Under the control and direction of the MSF Board, staff of the Michigan Economic Development Corporation, a public body corporate (the "MEDC"), provides administrative services for the MSF.

C. The Company intends to locate and operate its headquarters in the Municipality, where it will renovate the Property, including vacant movie studios, into office, high-tech manufacturing, engineering, and assembly facilities to house the Company's headquarters administration, engineering, engine testing cells, product support, quick turn manufacturing, and legacy manufacturing cells, as more particularly described in the Application, defined herein, (the "Project");

A. The Municipality consented to the designation of a renaissance zone for the Project and applied to the MSF for a Renaissance Zone designation (the "Application") for the site of the Project;

B. At its June 27, 2017 meeting, the MSF Board approved a Renaissance Zone designation described in the Application (the "Zone"), subject to the execution of this Agreement between the Parties.

In consideration of the recitals and promises in this Agreement, the Parties agree:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. Except as otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the respective meanings set forth on Exhibit A, which contains the defined terms for this Agreement.

Section 1.2 Construction of Certain Terms. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; and (ii) words using the singular or plural number also include the plural or singular number.

ARTICLE II

THE ZONE

Section 2.1 Zone Benefits. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of the Company set forth in this Agreement, during the Zone Duration, defined herein, the Company shall receive the exemptions, deductions, credits and other benefits of the Zone designation described in MCL 125.2689, subject to the Act, then available (together, the "Credits"). The Company acknowledges that the benefits provided under MCL 125.2689 do not include relief from the payment of certain property taxes relating to bonds, school sinking fund obligations, and special assessments described in MCL 211.7ff, as well as, the Michigan Corporate Income Tax and the Michigan Sales or Use Taxes.

Section 2.2 Size and Location of Property. The Company represents that the Zone is one continuous distinct geographic area of approximately 150.47 acres, comprised of the following property parcel identification numbers 64-19-03-201-002, 64-19-03-202-001, 64-19-03-200-022, and 64-19-03-200-023 (the "Property").

Section 2.3 Duration of Designation. The Municipality consented to, and the MSF approved, the Zone designation for a fifteen (15) year period. The designation begins December 31, 2017 and ends on December 30, 2032 for property tax calculation purposes; the designation begins January 1, 2018 and ends December 31, 2032 for all other purposes. Together, these time periods are the "Zone Duration".

Section 2.4 Conditions of Zone Designation. As a condition of maintaining the Zone designation for the Property the Company shall: (all of the following are each a "Condition" and collectively the "Conditions")

- a. **Project:** construct and operate the Project, consistent with the way it is described in the Application;
- b. **Capital Investment:** invest at least Three Hundred Forty-Four Million Five Hundred Thousand Dollars (\$344,500,000) in building acquisition costs, new building construction, building renovation costs, furniture and fixtures, machinery and equipment, and special tooling at the Property between June 27, 2017 and December 31, 2022;
- c. **Job Creation:** create Four Hundred (400) New Jobs at the Property by December 31, 2022 (the "Job Creation Due Date"). The Company shall subsequently maintain the New Jobs at the Property from the Job Creation Due Date through the Term.
- d. **Base Job Retention:** maintain the Base through the Term.
- e. **Progress Report:** The Company shall provide a written report to the MSF by January 31, 2019, and annually each January 31 thereafter through 2033 that includes the following information, as requested by the MSF (the "Progress Report"):
 - i. the progress of the Project;
 - ii. the amount of capital investment, including, but not limited to, real and personal property investment, at the Project or in connection with the Property;
 - iii. the number of individuals employed at the Property at the beginning and the end of the reporting period, as well as the number of individuals transferred to the Property from another entity or location owned or operated by the Company or its affiliate;

- iv. all jobs at the Property, including all New Jobs created at the Property and the average weekly wage for these New Jobs;
 - v. the status of the Company's business operations;
 - vi. the most recent State Equalized Value (SEV) and taxable value of the real and personal property within the Zone, including real and personal property located at the Property that existed prior to the Effective Date;
 - vii. value of the taxes abated by the Zone; and
 - viii. any other information reasonably requested by the MSF regarding the Zone.
- f. **PILOT:** make all payments due to the Municipality in accordance with the terms outlined in the Development Agreement (Pontiac Renaissance Zone Project) between the City of Pontiac, 4GW Real Estate Investments, LLC, and Williams International Co., L.L.C. (the "PILOT Agreement"), including, without limitation, the Development Fee, Pontiac TIFA Service Fee, City Service Fee, the Education Funds, and Capital Investment Fee, as defined and described in the PILOT Agreement.
- g. **Other:**
- i. maintain the Property in good condition, including, but not limited to, buildings, equipment, landscaping, yards, fencing, parking lots and all fixtures;
 - ii. comply with all federal, state and local laws, including, but not limited to, all applicable environmental, zoning, and land use laws; and
 - iii. on or before June 27, 2018, the Company shall have commenced construction of the Project and began the capital investment described in Section 2.4(c) in this Agreement, to the satisfaction of the Contract Manager.

Section 2.5 Contract Manager. The MSF Fund Manager shall designate a Contract Manager to administer this Agreement and monitor the performance of the Company under this Agreement. The Contract Manager may be changed at the discretion of the MSF Fund Manager. The MSF Fund Manager shall give the Company notice of the designated Contract Manager and any change.

Section 2.6 Zone Compliance Review Procedure.

(a) **Contract Manager Review.** The Contract Manager determines compliance with the Conditions, with the terms of this Agreement, and the Act. The Contract Manager may initiate a compliance review following the deadline for a Condition or at any other time during the Term. Within thirty (30) days of receiving notice consistent with Section 6.1 of a compliance review, the Company shall provide all documentation requested by the Contract Manager to verify satisfaction of the Conditions, compliance with this Agreement, and/or the Act, including, without limitation, employee payroll records, W-2s, unemployment insurance agency reports, and invoices or purchase orders with proof of payment (the "Supporting Documentation"). The Company shall provide within fifteen (15) days of receiving a follow-up request from the Contract Manager any additional Supporting Documentation requested by the Contract Manager to verify satisfaction of the Conditions, compliance with this Agreement, and/or the Act.

(b) **Contract Manager Site Visit.** The Contract Manager may initiate a site visit to the Property at any time during the Term in order to determine compliance with the Conditions, this Agreement, and/or the Act. The Company shall cooperate with scheduling and hosting this site visit for a date within thirty (30) days following receipt of notice consistent with Section 6.1 of the Contract Manager's desire for a site visit.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE COMPANY

The Company represents and warrants to the MSF:

Section 3.1 Organization. The Company is duly organized, is, and through the Term shall remain, validly existing and in good standing in the State of Michigan and is authorized to transact business in the State, and has the power and authority to enter into and perform its obligations under this Agreement. On the Effective Date the Company has, and through the Term the Company shall have, business operations and employees located within the State.

Section 3.2 Company Authority. The execution, delivery and performance by the Company of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Company and will not violate any provision of law, or result in the breach, be a default of, or require any further consent under any of the Company's organizational and governing documents; or any agreement or instrument to which the Company is a party, or by which the Company or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

Section 3.3 Consent. Except as has been disclosed in writing to the MSF, or the Contract Manager, no consent or approval is necessary from any governmental or other entity, except the MSF, as a condition to the execution and delivery of this Agreement by the Company or the performance of any of its obligations under this Agreement.

Section 3.4 Full Disclosure. Neither this Agreement, the Application, nor any written statements or certificates furnished by the Company to the MEDC or the MSF in connection with the making of the Zone designation and Agreement contain any untrue statement of material fact, or to the best of the Company's knowledge, omit any material fact necessary to make the statements true. There are no undisclosed facts, which materially adversely affect or, to the best of the Company's knowledge, are reasonably likely to materially adversely affect the properties, business, or condition (financial or otherwise) of the Company or the ability of the Company to perform its obligations under this Agreement.

Section 3.5 Litigation or Other Proceedings. Except as has been disclosed in writing to the MSF, to the knowledge of the Company and its officers and directors, managers, and members there are no suits or proceedings pending or, to the knowledge of the Company and its officers and directors, managers, and members, threatened by or before any court, governmental commission, board, bureau, or other administrative agency or tribunal, which, if resolved against the Company, would have a material adverse effect on the financial condition or business of the Company or impair the Company's ability to perform its obligations under the Agreement.

Section 3.6 Compliance with Laws. To its knowledge, the Company is not and will not during the Term be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain are reasonably likely to materially and adversely affect its business, profits, properties or condition (financial or otherwise).

Section 3.9 Conflict of Interest. The Company affirms that there exists no actual or potential conflict of interest between the Company, the Company's key personnel or its key personnel's family, its business, or any financial interest and the performance by the Company under this Agreement. The Company affirms that it has, and during the Term, will have internal procedures in place to discover and internally manage any conflicts of interest between the Company's key personnel, its key personnel's family's, or business' financial interests and its activities under the Agreement. In the event of a change in its business or financial interests or the business and financial interests of key personnel or key personnel's family, or activities under this Agreement, Company will inform the MSF regarding possible conflicts of interest that may arise as a result of such change that would conflict with the Company's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement. Company agrees that conflicts of interest shall be resolved to the MSF's satisfaction. As used in this paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

The Company further affirms that neither the Company nor their officers, directors, managers, and members, or employees, have accepted, shall accept, have offered, or shall offer, directly or indirectly, anything of value to influence the MSF, MEDC, its Executive Committee and their respective directors, participants, officers, agents and employees. Company also affirms that neither Company, nor its Affiliates or their officers, directors, managers, and members or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Company or its Affiliates, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

Section 3.10 State Required Terms. The Company shall comply with its representations, warranties, and obligations as required and set forth in Exhibit B.

Section 3.11 Discharge of Obligations. Unless contested in good faith and discharged by appropriate proceedings, the Company shall promptly pay and discharge all taxes, assessments, and governmental charges lawfully levied or imposed upon it (in each case before they become delinquent and before penalties accrue).

Section 3.12 Change of Legal Status. The Company shall (a) give the MSF written notice of any change in its name, its state organizational identification number, if it has one, its type of organization, its jurisdiction of organization, and (b) not make any change in its legal structure that would, as a matter of law, affect its surviving obligations under this Agreement, without the prior written consent of the MSF, which consent shall not be unreasonably withheld.

Section 3.13 Transfer of Property Ownership. The Company certifies that it is the fee simple owner of the Property. The sale, transfer, or assignment of the Property during the Term of this Agreement shall require prior consent of the MSF. Notwithstanding any sale or transfer of the Property or portion thereof, the Credits shall not be transferred or assigned without the prior consent of the MSF.

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE MSF

The MSF represents and warrants to the Company:

Section 4.1 Organization. The MSF is a public body corporate and politic within the Department of Talent and Economic Development of the State of Michigan created under the Michigan Strategic Fund Act. The MSF has the power and authority to enter into and perform its obligations under this Agreement.

Section 4.2 Consent. Except as disclosed in writing to the Company or as otherwise provided by law no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MSF or the performance of any of its obligations under this Agreement. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

ARTICLE V

DEFAULT, SUSPENSION AND TERMINATION, AND REPAYMENT PROVISIONS

Section 5.1 Default, Suspension and Termination. Under this Agreement, the following shall constitute an "Event of Default" to the extent any occur during the Term (each an "Event of Default"), unless a written waiver is provided by the MSF:

(a) any representation made by the Company in support of this Agreement was incorrect at the time that such representation was made in any material respect, including without limitation, any information provided in the Application, any Supporting Documentation, a Progress Report, or the representations and covenants set forth in Article III;

(b) any material failure by the Company to comply with any of the terms, covenants and conditions on its part to be performed under this Agreement, including without limitation, any of the terms, covenants and conditions under Article III, failure to submit Progress Reports when due, failure to satisfy any of the Conditions; provided if curable, the Company shall have the opportunity to cure this Event of Default to the satisfaction of the MSF Fund Manager within the Cure Period;

(c) the elimination or failure of the Company to maintain the Base at any time during the Term;

(d) the failure of the Company to create the New Jobs by and maintain the New Jobs after the Job Creation Due Date;

(e) the Company is in default, violation, breach, or non-compliance, of any kind or nature under any agreement with, or requirement of the MEDC, or any department or agency within the State; provided if curable, the Company shall have the opportunity to cure this Event of Default to the satisfaction of the MSF Fund Manager within the Cure Period;

(f) the Company has ceased construction of the Project or operating its business pursuant to the Application on the Property for thirty (30) consecutive days;

(g) any voluntary bankruptcy or insolvency proceedings are commenced by, or against, the Company, with any such proceedings against the Company not being set aside within sixty (60) calendar days from the date of institution thereof;

(h) the failure of the Company to comply with any of the terms of the Michigan Business Development Program Grant Agreement between the Company and the MSF, CASE-202295, executed on or near the Effective Date.

Section 5.2 Repayment. Upon the occurrence of an Event of Default during the Zone Term, the MSF may revoke the Zone designation and require the Company to pay the state and local taxing authorities an amount up to the value of Credits received by the Company, as of the date of the notice provided under Section 6.1 of this Agreement, subject to the following: (the "Repayment Amount")

- a. If the Event of Default occurs on or before the end of the fourth year of the Term of this Agreement, then the MSF may require the Company to repay one hundred (100%) percent of the total amount of the Credits actually received by the Company; and
- b. If the Event of Default occurs after the end of the fourth year of the Term of this Agreement, then the MSF may require the Company to repay up to fifty (50%) percent of the total amount of the Credits actually received by the Company.

This Section shall survive after the termination of this Agreement.

Section 5.3 Payment for Failure to Submit Progress Report. For each instance in which the Company fails to submit a Progress Report as required by this Agreement to the satisfaction of the Contract Manager within the Cure Period, the Company shall pay the MSF the principal amount of Five Thousand Dollars (\$5,000) (the "Progress Report Fee"), plus interest thereon at the rate of seven percent (7%) per annum beginning on the date the Progress Report was due and continuing until the Progress Report Fee, any interest, and all costs and expenses as set forth in Section 5.4 are paid in full to the MSF. Payment of the Progress Report Fee is required regardless of whether the Company has received any Credits.

- (a) All payments by the Company shall be applied:
 - (i) first to reimburse permitted costs and expenses; then
 - (ii) to satisfy outstanding permitted interest on any Progress Report Fee;
 - (iii) to satisfy any outstanding Progress Report Fee; then
 - (iv) to satisfy any outstanding Repayment Amount.

Notwithstanding anything to the contrary, the MSF Fund Manager reserves the right to require the Company to pay the higher Repayment Amount resulting from one or more of the same circumstances which give rise to more than one Event of Default; provided however, except as to the payment of the Progress Report Fee, and any interest, costs and expenses as provided by this Agreement, in no event shall the Company be required to repay the MSF any amount in excess of Credits received by the Company.

Section 5.4 Available Remedies. The suspension or termination of payments to the Company or of this Agreement are not intended to be the sole and exclusive remedy available to the MSF, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Company shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MSF in collecting any sums due under this Agreement, in enforcing any rights under this Agreement, or in exercising any remedies available to the MSF.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notice. All notices or other communication provided in connection with this Agreement shall be in writing and shall be deemed delivered: (i) one business day after an e-mail, fax or courier delivery or (ii) two business days after a mailing date. For purposes of this section, the Parties agree that notifications sent via e-mail to designated contacts and e-mail account shall serve as "in writing" and constitute valid notice. All notices shall be addressed as follows:

To Company:

Gary Schopa
Sr. Vice President and CFO
Williams International Co., L.L.C.
2280 E. West Maple Road, P.O. Box 200
Walled Lake, MI 48390
gschopa@williams-int.com

To MSF:

Michigan Strategic Fund
MEDC Compliance Manager
Renaissance Zone Program
300 North Washington Square
Lansing, Michigan 48913
RenZoneProgram@Michigan.org

To Municipality:

Nevrus Nazarko
Finance Director
City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342
nnazarko@pontiac.mi.us

Section 6.2 Entire Agreement. This Agreement, together with the Exhibits, sets forth the entire agreement of the Parties with respect to the subject matter, and supersedes all prior agreements, understandings and communications, whether written or oral, with respect to the subject matter of this Agreement.

Section 6.3 Counterparts; Facsimile/Pdf Signatures. This Agreement may be signed in counterparts and delivered by fax or in pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

Section 6.4 Severability. All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement.

Section 6.5 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 6.6 Governing Law. This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State.

Section 6.7 Relationship between Parties. The Company and its officers, agents and employees shall not describe or represent themselves as agents of the State, the MSF, or the MEDC to any individual person, firm or entity for any purpose.

Section 6.8. Successors and Assigns. The MSF may at any time assign its rights in this Agreement. The Company shall not assign its rights or obligations under this Agreement without the prior written consent of the MSF. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 6.9 Waiver. A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

Section 6.10 Termination of Agreement. Except as to this Article VI, the terms of Exhibit A, Section 2.4(e), which shall survive indefinitely, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term. Provided however, any claims arising out of an Event of Default which event occurred during the Term, or a Progress Report Fee due hereunder, shall be brought within three (3) years after the end of the Term of this Agreement, and available remedies thereon and the provisions of Section 3.12 shall survive until all amounts due the MSF are paid in full.

Section 6.11 Amendment. This Agreement may not be modified or amended except pursuant to a written instrument signed by the Company and the MSF Fund Manager.

Section 6.12 Publicity. At the request and expense of the MSF or the MEDC, the Company will cooperate with the MSF or the MEDC to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Project or other location acceptable to the Parties.

The Parties have executed this Agreement effective on the Effective Date.

WILLIAMS INTERNATIONAL CO., L.L.C.

Gary Schopa
Senior Vice President and Chief Financial Officer

MICHIGAN STRATEGIC FUND

Mark Morante
Fund Manager

EXHIBIT A

DEFINED TERMS

(a) **"Act"** means the Michigan Renaissance Zone Act, Michigan Renaissance Zone Act, 1996 PA 376, as amended, including but not limited to, in particular, Section 8a(2) which authorizes the creation of MSF-Designated Renaissance Zones.

(b) **"Affiliate"** means, as applied to any person, any other person directly or indirectly controlling, controlled by, or under common control with, that person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any person, means the possession, directly or indirectly, of the power (i) to vote at least 50% of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction or such lesser percentage provided the operational control is held by such other person or entity) having the power for the election of directors or other management of such person or (ii) to direct or cause the direction of the management and policies of that person, whether through equity ownership, or by contract or otherwise.

(c) **"Agreement"** means this Agreement, including the Exhibits to this Agreement.

(d) **"Application"** means the Michigan Renaissance Zone Program Application for Creating a Michigan Strategic Fund (MSF) Designated Renaissance Zone, dated June 23, 2017, submitted by the Municipality to the MEDC.

(e) **"Auditor General"** means the auditor general of the State of Michigan.

(f) **"Base Employment Level"** or **"Base"** means the 500 jobs maintained by the Company in the State.

(g) **"Company"** means the Recipient as identified in the preamble.

(h) **"Confidential Information"** has the meaning set forth in Section B.1 of Exhibit B.

(i) **"Condition(-s)"** are the requirements for maintaining Zone designation as described in Section 2.4.

(j) **"Contract Manager"** means that individual person designated by the MSF Fund Manager from time to time to provide administrative services for the MSF under this Agreement.

(k) **"Credits"** has the meaning set forth in Section 2.1.

(l) **"Cure Period"** means within thirty (30) days after written notice by the MSF Fund Manager, or within such longer period of time as determined in writing and at the sole discretion of the MSF Fund Manager, but, unless approved to by the MSF, not longer than 180 calendar days.

(m) **"Effective Date"** has the meaning set forth in the preamble.

(n) **"Event of Default"** means any one or more of those events described in Section 5.1.

(o) **"Exhibit"** means each of the documents or instruments attached to this Agreement.

(p) **"Indemnified Persons"** has the meaning set forth in Section B.5 of Exhibit B.

(w) **"Job Creation Due Date"** has the meaning set forth in Section 2.4(c)

(x) **"Key Personnel"** means the Company or its Affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Company of 20% or more.

(y) **"MEDC"** has the meaning set forth in Recital B.

(z) **"MSF"** has the meaning set forth in the preamble.

(aa) **"MSF Fund Manager"** means the person designated by the Board of Directors of the MSF from time to time to serve as the manager for the MSF programs.

(bb) **"New Jobs"** means a new job created by the Company at the Property, in excess of the Base, on or after June 27, 2017, and performed for the Company for consideration by an individual who is a resident of the State, and whose income taxes are withheld by the Company (or, to the satisfaction of the Grant Manager, an employee leasing company or professional employer organization on behalf of the Company); provided however, in no event shall any job transferred (or otherwise eliminated and rehired) from another location in the State operated by the Company or an affiliate of the Company in the State to the Property be considered a New Job.

(cc) **"Party"** or **"Parties"** has the meaning set forth in the preamble.

(dd) **"PILOT Agreement"** means that certain agreement as defined in Section 2.4(f).

(ee) **"Progress Report"** means the annual report described in Section 2.4(e).

(ff) **"Project"** means the activities to be undertaken by the Company as described in the Application.

(gg) **"Property"** has the meaning in Section 2.2.

(hh) **"Renaissance Zone"** has the meaning in Recital A.

(ii) **"Repayment Amount"** has the meaning set forth in Section 5.2.

(jj) **"State"** means the State of Michigan.

(kk) **"Supporting Documentation"** means any and all documentation requested by the Contract Manager to verify satisfaction with the Conditions, compliance with this Agreement, and/or the Act, including without limitation those documents listed in Section 2.6.

(ll) **"Term"** means from the Effective Date and, unless earlier terminated as provided by this Agreement, through December 31, 2032.

(mm) **"Zone"** means the Renaissance Zone designation on the Property for the Project, as referenced in Recital E.

(nn) **"Zone Duration"** has the meaning in Section 2.3.

EXHIBIT B

STATE REQUIRED TERMS

Section B.1 Confidentiality. In connection with the transactions contemplated by this Agreement, the MSF, the MEDC or their representatives may obtain, or have access to all information or data concerning the business, operations, assets or liabilities of the Company. Under MCL 125.2005(9), the MSF Board has authority, upon the Company's request, to acknowledge financial or proprietary Company information as confidential. If the MSF acknowledges Company information as confidential (the "Confidential Information"), the MEDC and the MSF agree that they and their representatives will use the Confidential Information solely for the purpose of administering this Agreement, and that the Confidential Information will be kept strictly confidential and that neither the MEDC, the MSF, nor any of their representatives will disclose any of the Confidential Information in any manner whatsoever. However, the MSF or the MEDC may disclose Confidential Information: (i) to such of its representatives who need such information or data for the sole purpose of administering the MBDP and the transactions contemplated by this Agreement; (ii) to the extent required by applicable law (including, without limitation, the Michigan Freedom of Information Act); (iii) if, before the Effective Date, such information or data was generally publicly available; (iv) if after the Effective Date, such information or data becomes publicly available without fault of or action on the part of the MSF, the MEDC or its representatives; and (v) in all other cases, to the extent that the Company gives its prior written consent to disclosure. This Section shall survive indefinitely.

Section B.2 Access to Records and Inspection Rights. During the Term, there will be frequent contact between the Contract Manager, or other MEDC, MSF or representative of the State, and the Company. Until the end of the Term, to enable the Auditor General, the Department of Technology, Management and Budget (the "DTMB"), the MSF, or the MEDC to monitor and ensure compliance with the terms of this Agreement, the Company shall permit the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or the MEDC to visit the Company, and any other location where books and records of the Company are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement; provided, however, that such audit right shall survive the end of the Term by three (3) years. In connection with any such audit, the Company shall cooperate with the chief compliance officer, if contacted, as provided in MCL 125.2088i(6)(h). At such visits, the Company shall permit the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or any member, employee or agent of the MSF, the Chief Compliance Officer, the Contract Manager, or any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances and accounts of the Company related to this Agreement with its officers, employees or agents. Notwithstanding anything to the contrary, any information and data that the Company reasonably determines is Confidential Information shall be reviewed by the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, and the MEDC at the offices of the Company and the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or the MEDC shall have the right to remove, photocopy, photograph or otherwise record in any way any part of such books and records with the prior written consent of the Company, which consent shall not be unreasonably withheld.

Section B.3 Non-Discrimination and Unfair Labor Practices. In connection with this Agreement, the Company agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Company further agrees that every subcontract entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons

with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Company shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Company as an employer, or the name of a subcontractor, manufacturer, or supplier of the Company appears in the register.

Section B.4 Indemnification and Hold Harmless. Except for their respective obligations to administer this Agreement, the MSF, the State, the MEDC, its Executive Committee and their respective directors, participants, officers, agents and employees (collectively, the "Indemnified Persons") shall not be liable to the Company for any reason. The Company shall indemnify and hold the State, the MSF, and the MEDC and other Indemnified Person harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with this Agreement or any act or failure to act by the Company under the Agreement, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Company shall also indemnify the MSF, the MEDC and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Company under this Agreement.

The Company shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the MSF, the MEDC or other Indemnified Person, unless the court finds that despite the adjudication of liability, the MSF, the MEDC or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. The MSF, the MEDC and the Company agree to act cooperatively in the defense of any action brought against the MSF, the MEDC or another Indemnified Person to the greatest extent possible.

Performance of the Company's obligations contemplated under this Agreement is within the sole control of the Company and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Company, its employees, agents or contractors. This Section shall survive indefinitely.

Section B.5 Jurisdiction. The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Company acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Company resides, in or outside of the United States. This Section shall survive indefinitely.



MEMORANDUM

City of Pontiac
Controller's Office
47450 Woodward Avenue
Pontiac, Michigan 48342
Telephone: (248) 758-3118
Fax: (248) 758-3197

RECEIVED
2018 OCT 19 PM 3:14
PONTIAC CITY CLERK

DATE : 10/17/2018

TO: Honorable Mayor and City Council

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

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: Drain assessment to be levied on Tax Roll

Attached is a summary report from the Water Resource Commissioner's office that shows the Chapter 4 drain assessments to be paid by the City of Pontiac in the amount of \$60,906.26. This total includes \$16,777.72 that should be assessed to property owners that border the related drains and lakes.

There are 7,080 total parcels that would be assessed a charge, 511 non-residential and 6,569 residential parcels. As the attached spreadsheet shows, the majority of residential parcels will be assessed an average drain charge from \$0.11 to \$18.44 for the fiscal year 2018. Only 11 residential parcels will pay an average of \$46.01. The full detailed assessment list is available from the Treasurer's office.

This assessment will be the responsibility of the General Fund in addition to the Chapter 20 and Chapter 4 at large assessments.

If Council agrees that the property assessments should be spread to the tax rolls, then the following resolution would be in order:

Whereas, the Water Resources Commissioner has notified the City of property assessments for nearly 7,080 parcels in the City of Pontiac that specifically benefited the property owner; and,

Whereas, the property assessments to the homeowners in their respective drain districts will have an average assessment between \$0.11 to \$46.01 per parcel, and;

Whereas, the Pontiac City Council believes that it is in the best interest of the City, that property owners who receive a direct benefit from the drain should pay for the benefit;

Now, therefore, be it resolved, that the Pontiac City Council directs that the City Treasurer spread \$16,777.72 of property assessment on the 2018 winter tax rolls by direction of the Water Resources Commissioner.



WRC

WATER RESOURCES COMMISSIONER

Jim Nash

August 22, 2018

The Honorable Rose Wilson
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Reference: Preliminary 2018 Special Assessments for Oakland County Drains / Lake Level Control Facilities

Dear Ms. Wilson:

This letter is intended to inform you of the special assessment amounts for the operation and maintenance of Oakland County drains and lake level control facilities located in your community. Several reports are attached that provide detailed information regarding the special assessment amounts that will appear on the 2019 winter tax bill for your residents and the amount due from your community.

If your community pays the county drain special assessments from your general fund and does not spread the assessment to the tax rolls, please continue to pay the special assessment amounts as summarized below.

PROJECT CODE AND NAME		AT LARGE	PROPERTY	TOTAL
D1059	BARTLETT DRAIN	\$128.15	\$302.73	\$430.88
L0667	CRYSTAL LAKE LEVEL	\$17,300.00	\$0.00	\$17,300.00
D0117	GALLOWAY LAKE FARMS DRAIN	\$122.90	\$244.18	\$367.08
D1107	JEWEL DRAIN	\$0.00	\$2,500.00	\$2,500.00
D0351	JOSEPHINE DRAIN	\$880.28	\$119.72	\$1,000.00
D0220	PONTIAC CREEK EXT DRAIN	\$3,291.75	\$4,088.23	\$7,379.98
D0258	SINKING BRIDGE DRAIN	\$133.25	\$635.57	\$768.82
D1045	SKAE DRAIN	\$525.00	\$298.19	\$823.19
L0283	SYLVAN-OTTER LAKE LEVEL	\$15,600.00	\$964.35	\$16,564.35
D0350	TILDEN DRAIN	\$1,193.46	\$1,845.74	\$3,039.20
D0326	TUTTLE DRAIN	\$0.00	\$13.98	\$13.98
D1053	WARD ORCHARD DRAIN	\$50.00	\$218.54	\$268.54
L0458	WATERFORD - MULTI LAKE LEVEL	\$0.00	\$506.11	\$506.11
D0313	WEST END DRAIN	\$4,903.75	\$5,040.38	\$9,944.13
Subtotal:		\$44,128.54	\$16,777.72	\$60,906.26



Please contact Scott Vess, Deputy Oakland County Treasurer, at 248-858-0616 with any questions concerning payment of the special assessment. Thank you for your attention to this issue.

Sincerely,

A handwritten signature in cursive script that reads "Michael R. McMahon".

Michael R. McMahon, P.E.
Chief Engineer

c: Scott Vess, Oakland County Treasurer's Office

	At Large	Non Residential			Residential			Combined Total
		# of Parcels	Average	Total	# of Parcels	Average	Total	
BARTLETT DRAIN	\$ 128.15	74	\$ 3.10	\$ 229.06	649	\$ 0.11	\$ 73.67	\$ 430.88
CRYSTAL LAKE LEVEL	\$ 17,300.00							\$ 17,300.00
GALLOWAY LAKE FARMS DRAIN	\$ 122.90	2	\$ 63.98	\$ 127.95	22	\$ 5.28	\$ 116.23	\$ 367.08
JEWEL DRAIN		125	\$ 12.25	\$ 1,531.24	1,239	\$ 0.78	\$ 968.76	\$ 2,500.00
JOSEPHINE DRAIN	\$ 880.28				57	\$ 2.10	\$ 119.72	\$ 1,000.00
PONTIAC CREEK EXT DRAIN	\$ 3,291.75	33	\$ 87.01	\$ 2,871.23	66	\$ 18.44	\$ 1,217.00	\$ 7,379.98
SINKING BRIDGE DRAIN	\$ 133.25	178	\$ 2.08	\$ 369.85	2,269	\$ 0.12	\$ 265.72	\$ 768.82
SKAE DRAIN	\$ 525.00	4	\$ 71.33	\$ 285.31	1	\$ 12.88	\$ 12.88	\$ 823.19
SYLVAN-OTTER LAKE LEVEL	\$ 15,600.00	6	\$ 35.82	\$ 214.92	367	\$ 2.04	\$ 749.43	\$ 16,564.35
TILDEN DRAIN	\$ 1,193.46	14	\$ 17.44	\$ 244.10	284	\$ 5.64	\$ 1,601.64	\$ 3,039.20
TUTTLE DRAIN					5	\$ 2.80	\$ 13.98	\$ 13.98
WARD ORCHARD DRAIN	\$ 50.00	7	\$ 30.50	\$ 213.48	2	\$ 2.53	\$ 5.06	\$ 268.54
WATERFORD - MULTI LAKE LEVEL					11	\$ 46.01	\$ 506.11	\$ 506.11
WEST END DRAIN	\$ 4,903.75	68	\$ 26.34	\$ 1,790.92	1,597	\$ 2.03	\$ 3,249.46	\$ 9,944.13
Grand Total	\$ 44,128.54	511	\$ 15.42	\$ 7,878.06	6,569	\$ 1.35	\$ 8,899.66	\$ 60,906.26

10/16/2018
12:31 PM

Aged Accounts Receivable Report for City of Pontiac
Population: All Records
Aging as of 09/20/18

Page: 1/1
DB: Pontiac

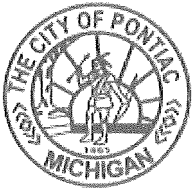
CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-14-17-352-009 GAMET, MARIA C 231 W CORNELL AVE PONTIAC, MI 48340-2725	64-14-17-352-009	0.00	0.00	0.00	0.00	175.00	175.00	0.00
64-14-22-154-020 Ruark, Charles Ray 731 Melrose AVE Pontiac, MI 48340-3120	64-14-22-154-020	0.00	0.00	3,200.00	0.00	0.00	3,200.00	0.00
64-14-29-153-025 231 Norton LLC 231 Norton Pontiac, MI 48341-1357	64-14-29-153-025	0.00	0.00	0.00	0.00	2,700.00	2,700.00	0.00
64-14-29-279-008 Krispin, Abraham 15 Carlton CT Pontiac, MI 48342-2301	64-14-29-279-008	0.00	0.00	100.00	0.00	0.00	100.00	0.00
64-14-33-105-010 SMART, LESTER S 178 E JUDSON ST PONTIAC, MI 48342-3035	64-14-33-105-010	0.00	0.00	0.00	0.00	700.00	700.00	0.00
GRAND TOTALS:		0.00	0.00	3,300.00	0.00	3,575.00	6,875.00	0.00
JOURNALIZED AMOUNTS ONLY:							6,875.00	
NON-JOURNALIZED AMOUNTS ONLY:							0.00	

10/16/2018
12:43 PM

Aged Accounts Receivable Report for City of Pontiac
Population: All Records
Aging as of 09/20/18

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DB: Pontiac

CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-14-28-308-003 ROBERTS, SHAWNTERICA MICHELLE 80 MECHANIC ST PONTIAC, MI 48342-2611	64-14-28-308-003	0.00	0.00	0.00	0.00	820.00	820.00	0.00
64-14-29-309-023 Joe & Tammi Smith 77 PRALL ST PONTIAC, MI 48341-1437	64-14-29-309-023	0.00	0.00	0.00	0.00	2,120.00	2,120.00	0.00
64-14-30-403-020 Lombardo, Peter 66 Newberry ST Pontiac, MI 48341-1136	64-14-30-403-020	0.00	0.00	0.00	0.00	500.00	500.00	0.00
GRAND TOTALS:		0.00	0.00	0.00	0.00	3,440.00	3,440.00	0.00
JOURNALIZED AMOUNTS ONLY:							3,440.00	
NON-JOURNALIZED AMOUNTS ONLY:							0.00	



MEMORANDUM

City of Pontiac
Controller's Office
47450 Woodward Avenue
Pontiac, Michigan 48342
Telephone: (248) 758-3118
Fax: (248) 758-3197

RECEIVED
2018 OCT 19 PM 3:14
PONTIAC CITY CLERK

DATE : 10/18/2018

TO: Honorable Mayor and City Council

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

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: Special Assessment to be levied on Tax Roll

As part of our year-end financial statement preparation and audit, we closely examined our outstanding receivables list. The list identified all unpaid invoices for grass cutting, litter cleanup, nuisance and demo OC. According to the Code of Ordinances section 98-21, these charges, if remain unpaid, shall be assessed against the lot as a single lot assessment. Section 98-22 requires that if an invoice is unpaid, parcel, owner, and amount shall be reported to City Council. Section 98-23, states after review by the City Council, the Council may act to have the unpaid invoices spread on the tax rolls.

We have established a cutoff date of September 30, 2018 as a final date that these assessments should be paid before we, upon council authorization, place them on the Winter 2018 tax rolls for collection. Current record shows balance as given below:

Grass cutting	\$50,745.00
Litter cleanup	\$ 5,469.09
Demo OC	\$3,440.00
Nuisance	\$6,875.00

Total	\$63,529.09

If Council agrees that the above special assessments should be spread to the tax rolls, then the following resolution would be in order:

Whereas, the Pontiac City Council believes that it is in the best interest of the City, that property owners who receive a direct benefit from the grass cutting, litter cleanup, demo and nuisance ordinance should pay for the benefit;

Now, therefore, be it resolved, that the Pontiac City Council directs that the City Treasurer spread \$63,529.09 of aged special assessment receivable on the 2018 winter tax rolls.

10/16/2018
12:47 PM

Aged Accounts Receivable Report for City of Pontiac

Population: All Records
Aging as of 09/20/18

Page: 1/6
DB: Pontiac

CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-14-17-151-008 NUMAN PROPERTIES 237 W HOPKINS AVE PONTIAC, MI 48340-1825	64-14-17-151-008	0.00	0.00	0.00	0.00	61.73	61.73	0.00
64-14-17-152-010 Shore, Robert A 233 W Yale Ave Pontiac, MI 48340-1867	64-14-17-152-010	92.27	0.00	0.00	0.00	0.00	92.27	0.00
64-14-17-152-028 MCLAREN, BRENDA 232 W YPSILANTI AVE PONTIAC, MI 48340-1877	64-14-17-152-028	0.00	0.00	0.00	0.00	61.73	61.73	0.00
64-14-17-205-032 Kimble, Frank 77 E Princeton Ave Pontiac, MI 48340-1950	64-14-17-205-032	212.27	0.00	0.00	0.00	0.00	212.27	0.00
64-14-17-301-016 SR Pontiac Assests, LLC 199 W Columbia AVE Pontiac, MI 48340-1813	64-14-17-301-016	0.00	61.73	0.00	0.00	0.00	61.73	0.00
64-14-17-359-002 TRFJR INVESTMENTS LLC 163 W KENNETT RD PONTIAC, MI 48340-2647	64-14-17-359-002	0.00	0.00	0.00	0.00	61.93	61.93	0.00
64-14-17-376-006 Roman, Melwin 145 W Rutgers AVE Pontiac, MI 48340-2759	64-14-17-376-006	0.00	0.00	0.00	0.00	29.99	29.99	0.00
64-14-17-451-021 BERMUDEZ, NATALIA 29 E CORNELL AVE PONTIAC, MI 48340-2629	64-14-17-451-021	0.00	0.00	0.00	0.00	105.12	105.12	0.00
64-14-18-228-019 Brackins, Richard 306 W Hopkins, AVE Pontiac, MI 48340-1718	64-14-18-228-019	0.00	0.00	0.00	0.00	61.73	61.73	0.00
64-14-20-251-006 ARENAS, TOMAS 767 SAINT CLAIR ST PONTIAC, MI 48340-2685	64-14-20-251-006	0.00	0.00	0.00	0.00	61.73	61.73	0.00
64-14-20-310-002 Oakland County, Treasurer 141 LeGrande AVE Pontiac, MI 48342-1136	64-14-20-310-002	0.00	61.73	0.00	0.00	0.00	61.73	0.00

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CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-14-20-334-006 Rapido LLC 171 W Rundell St Pontiac, MI 48342	64-14-20-334-006	122.27	0.00	0.00	0.00	0.00	122.27	0.00
64-14-20-355-022 Leach, Kurt 59 Pingree AVE Pontiac, MI 48342-1159	64-14-20-355-022	0.00	0.00	0.00	0.00	61.73	61.73	0.00
64-14-20-405-013 Pacific Business 97 W Rundell ST Pontiac, MI 48342-1366	64-14-20-405-013	0.00	0.00	0.00	0.00	111.73	111.73	0.00
64-14-20-453-002 Mughal, Sheraz 111 Poplar Ave Pontiac, MI 48342	64-14-20-453-002	92.27	0.00	0.00	0.00	0.00	92.27	0.00
64-14-20-456-018 Juan Tiscareno 441 N Saginaw ST Pontiac, MI 48342-1459	64-14-20-456-018	0.00	0.00	61.73	0.00	0.00	61.73	0.00
64-14-20-484-005 Holder, Shannon 88 Chamberlain St Pontiac, MI 48342-1410	64-14-20-484-005	92.27	0.00	0.00	0.00	0.00	92.27	0.00
64-14-21-330-011 Ivezaj, Franz 207 Oliver ST Pontiac, MI 48342-1555	64-14-21-330-011	0.00	0.00	61.73	0.00	0.00	61.73	0.00
64-14-21-356-016 Shanna Figueroa 411 N Paddock ST Pontiac, MI 48342-2438	64-14-21-356-016	0.00	0.00	61.73	0.00	0.00	61.73	0.00
64-14-21-377-038 Hernandez, Jamie 471 Omar ST Pontiac, MI 48342-1660	64-14-21-377-038	0.00	0.00	0.00	0.00	61.73	61.73	0.00
64-14-21-379-004 French Sky Properties, LLC 484 Harper ST Pontiac, MI 48342-1644	64-14-21-379-004	0.00	29.99	0.00	0.00	0.00	29.99	0.00
64-14-22-105-007 Wilder H Marroguin 882 S STIRLING AVE PONTIAC, MI 48340	64-14-22-105-007	0.00	0.00	0.00	0.00	61.73	61.73	0.00

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CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-14-22-128-006 Xie, Li 886 Emerson Ave Pontiac, MI 48340-3225	64-14-22-128-006	62.27	0.00	0.00	0.00	0.00	62.27	0.00
64-14-22-176-006 Clarke, Ana May B 714 Kenilworth Pontiac, MI 48342	64-14-22-176-006	0.00	61.73	0.00	0.00	0.00	61.73	0.00
64-14-22-177-013 MG RENTAL LLC 674 CAMERON AVE PONTIAC, MI 48340-3202	64-14-22-177-013	0.00	0.00	0.00	0.00	161.73	161.73	0.00
64-14-22-276-017 Jernigan II, Johnnie M 1280 University Pontiac, MI 48342-1969	64-14-22-276-017	0.00	0.00	0.00	0.00	29.99	29.99	0.00
64-14-22-302-002 Newman, Bertha 18 Manhattan ST Pontiac, MI 48340-3110	64-14-22-302-002	0.00	61.73	0.00	0.00	0.00	61.73	0.00
64-14-22-332-043 BROWN, ELIZABETH 453 CAMERON AVE PONTIAC, MI 48342-1810	64-14-22-332-043	0.00	0.00	0.00	0.00	161.73	161.73	0.00
64-14-22-377-004 Thompson, Robert 518 Cameron Ave Pontiac, MI 48342-1813	64-14-22-377-004	62.27	0.00	0.00	0.00	0.00	62.27	0.00
64-14-28-126-003 Pontiac Housing Commission 388 N Paddock St Pontiac, MI 48342-2436	64-14-28-126-003	62.27	0.00	0.00	0.00	0.00	62.27	0.00
64-14-28-126-004 Pontiac Housing Commission 384 N Paddock ST Pontiac, MI 48342	64-14-28-126-004	0.00	61.73	0.00	0.00	0.00	61.73	0.00
64-14-28-335-039 Javier Ismael Zuany 184 MECHANIC ST PONTIAC, MI 48342-2730	64-14-28-335-039	0.00	0.00	0.00	0.00	61.73	61.73	0.00
64-14-28-378-021 Mulcahy Properties LLC 40 S Jessie ST Pontiac, MI 48342-2813	64-14-28-378-021	0.00	0.00	61.73	0.00	0.00	61.73	0.00

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CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-14-28-380-011 Fouladbash, Joseph 175 Auburn Pontiac, MI 48342	64-14-28-380-011	0.00	0.00	111.73	0.00	0.00	111.73	0.00
64-14-28-408-011 Oakland County	64-14-28-408-011	0.00	0.00	61.73	0.00	0.00	61.73	0.00
64-14-28-409-012 Deciechi, Rocco 79 N Sanford Pontiac, MI 48342	64-14-28-409-012	0.00	0.00	0.00	0.00	61.73	61.73	0.00
64-14-28-460-027 Graham, William 96 S Ardmore ST Pontiac, MI 48342-2800	64-14-28-460-027	0.00	0.00	111.73	0.00	0.00	111.73	0.00
64-14-29-182-009 Reroot Pontiac 27 Florence Ave Pontiac, MI 48342-1021	64-14-29-182-009	62.27	0.00	0.00	0.00	0.00	62.27	0.00
64-14-29-255-006 D T Advantage Consulting Inc. 55 Murray ST Pontiac, MI 48342-2041	64-14-29-255-006	0.00	0.00	61.73	0.00	0.00	61.73	0.00
64-14-29-257-008 Vushaj, Martin 31 Clark Pontiac, MI 48342	64-14-29-257-008	0.00	0.00	61.73	0.00	0.00	61.73	0.00
64-14-29-276-029 Soho Land Development Inc 23 LEXINGTON PL PONTIAC, MI 48342-2316	64-14-29-276-029	0.00	0.00	0.00	0.00	300.00	300.00	0.00
64-14-30-383-005 Williams, Nicholas 26 S Genesee AVE Pontiac, MI 48341-1513	64-14-30-383-005	0.00	0.00	29.99	0.00	0.00	29.99	0.00
64-14-30-383-010 Szymanski Properties Inv LLC 53 Vinewood CT Pontiac, MI 48341-1572	64-14-30-383-010	0.00	0.00	161.73	0.00	0.00	161.73	0.00
64-14-30-401-002 David Holdings LLC 245 Elizabeth Lake RD Pontiac, MI 48341-1012	64-14-30-401-002	0.00	0.00	0.00	0.00	161.73	161.73	0.00

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CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-14-30-401-024 Lee, Joyce A 18 Spokane Pontiac, MI 48341	64-14-30-401-024	0.00	0.00	0.00	0.00	59.98	59.98	0.00
64-14-30-403-020 Lombardo, Peter 66 Newberry ST Pontiac, MI 48341-1136	64-14-30-403-020	0.00	0.00	0.00	0.00	61.73	61.73	0.00
64-14-30-476-003 Johnson, Robin 88 Dwight Ave Pontiac, MI 48341	64-14-30-476-003	92.27	0.00	0.00	0.00	0.00	92.27	0.00
64-14-30-478-009 Waters, Don E 70 Thorpe St Pontiac, MI 48341-1368	64-14-30-478-009	62.27	0.00	0.00	0.00	0.00	62.27	0.00
64-14-30-478-031 OPPORTUNITY BUSINESS GROUP LLC 69 LINCOLN ST PONTIAC, MI 48341-1338	64-14-30-478-031	0.00	0.00	0.00	0.00	261.73	261.73	0.00
64-14-31-204-012 Cumming, James 124 Ottawa DR Pontiac, MI 48341-1634	64-14-31-204-012	0.00	61.73	0.00	0.00	0.00	61.73	0.00
64-14-31-379-015 TERRY, LESLIE R 1086 BERKLEY AVE PONTIAC, MI 48341-2308	64-14-31-379-015	0.00	0.00	0.00	0.00	91.93	91.93	0.00
64-14-31-477-013 Bushell, Jean E 901 Argyle Pontiac, MI 48341	64-14-31-477-013	62.27	0.00	0.00	0.00	0.00	62.27	0.00
64-14-31-478-005 GRG 933 Canterbury Pontiac, MI 48341	64-14-31-478-005	0.00	0.00	0.00	0.00	61.73	61.73	0.00
64-14-32-153-011 Liley, Spencer 68 Lake ST Pontiac, MI 48341-2122	64-14-32-153-011	0.00	0.00	61.73	0.00	0.00	61.73	0.00
64-14-32-478-022 Byrd, James Flanagan 324 HUGHES AVE PONTIAC, MI 48341-2450	64-14-32-478-022	0.00	0.00	0.00	0.00	61.73	61.73	0.00

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JOURNALIZED AMOUNTS ONLY:	5,469.09
NON-JOURNALIZED AMOUNTS ONLY:	0.00

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CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-13-36-283-017 Star-Tek Holdings 284 S Telegraph Rd Pontiac, MI 48341-1933	64-13-36-283-017	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-08-355-002 SANTIAGO, PERALTA 253 W WALTON BLVD PONTIAC, MI 48340-1163	64-14-08-355-002	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-08-376-003 Newport Investment Properties LLC 144 W Brooklyn AVE Pontiac, MI 48340-1122	64-14-08-376-003	370.00	0.00	0.00	0.00	0.00	370.00	0.00
64-14-08-380-016 Hicks, Teresa L 97 W Colgate AVE Pontiac, MI 48340-1142	64-14-08-380-016	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-08-451-003 Newport Investment Properties LLC 25 E Brooklyn AVE Pontiac, MI 48340-1207	64-14-08-451-003	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-15-378-002 White Jr. Family Trust, Richard T N Perry Pontiac, MI 48340	64-14-15-378-002	295.00	0.00	0.00	0.00	235.00	530.00	0.00
64-14-16-104-011 Newport Investment Properties LLC E Princeton Pontiac, MI 48340	64-14-16-104-011	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-16-105-011 Harrington, Steven 375 E Sheffield AVE Pontiac, MI 48340-1972	64-14-16-105-011	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-16-327-019 Newport Investment Properties LLC 475 3rd Ave Pontiac, MI 48340-2001	64-14-16-327-019	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-16-328-002 Newport Investment Properties LLC 454 3rd Ave Pontiac, MI 48340-2000	64-14-16-328-002	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-16-479-017 Newport Investment Properties 778 E Mansfield AVE Pontiac, MI 48340-2950	64-14-16-479-017	235.00	0.00	0.00	0.00	0.00	235.00	0.00

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CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-14-17-129-015 HICKS, RUBY M 93 W PRINCETON AVE PONTIAC, MI 48340-1839	64-14-17-129-015	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-17-151-007 Gist, Marque 241 W Hopkins AVE Pontiac, MI 48340-1825	64-14-17-151-007	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-17-177-001 Sherman William II 69 W Hopkins Ave Pontiac, MI 48340-1817	64-14-17-177-001	370.00	0.00	0.00	0.00	0.00	370.00	0.00
64-14-17-254-003 Midas Development Corp 93 E YPSILANTI AVE PONTIAC, MI 48340-1980	64-14-17-254-003	0.00	0.00	0.00	0.00	470.00	470.00	0.00
64-14-17-303-001 Kingzett, Jeffrey R 263 W Strathmore Ave Pontiac, MI 48340-2779	64-14-17-303-001	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-17-328-011 INOC 113 W Strathmore Pontiac, MI 48340	64-14-17-328-011	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-17-333-028 Young, Heaven Baldwin Pontiac, MI 48340	64-14-17-333-028	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-17-406-006 Armstrong, Walter E Strathmore Pontiac, MI 48340	64-14-17-406-006	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-17-406-007 Federal National Mortgage Association 97 E Strathmore AVE Pontiac, MI 48340-2767	64-14-17-406-007	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-17-408-012 INTERNATIONAL TRANSMISSION COMPANY 00000	64-14-17-408-012	0.00	0.00	0.00	0.00	370.00	370.00	0.00
64-14-18-479-045 EVJEN, JEANETTE B 1099 STANLEY AVE PONTIAC, MI 48340-1779	64-14-18-479-045	0.00	0.00	0.00	0.00	235.00	235.00	0.00

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64-14-19-205-038 Foss Realty, LLC 962 Cesar Chavez Pontiac, MI 48340-2337	64-14-19-205-038	370.00	0.00	0.00	0.00	0.00	370.00	0.00
64-14-19-281-019 CHAPMAN, VICTORIA LYNN 653 KINNEY RD PONTIAC, MI 48340-2433	64-14-19-281-019	0.00	0.00	0.00	0.00	290.00	290.00	0.00
64-14-20-107-027 MCLENDON, CHRISTIANA C N MERRIMAC PONTIAC, MI 48340	64-14-20-107-027	0.00	0.00	0.00	0.00	295.00	295.00	0.00
64-14-20-126-027 Douglas, Shelia 106 Dresden AVE Pontiac, MI 48340-2515	64-14-20-126-027	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-20-132-020 Colon, Aurelio 114 S Merrimac ST Pontiac, MI 48340-2538	64-14-20-132-020	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-20-132-023 Solstice LLC 98 S MERRIMAC ST PONTIAC, MI 48340-2571	64-14-20-132-023	0.00	0.00	0.00	0.00	190.00	190.00	0.00
64-14-20-309-018 TIGE, CARLA 104 EUCLID PONTIAC, MI 48342	64-14-20-309-018	0.00	0.00	0.00	0.00	295.00	295.00	0.00
64-14-20-332-018 Stickland LLC 65 Putnam AVE Pontiac, MI 48342-1266	64-14-20-332-018	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-20-380-019 ABC AMERICAN PROP ADELAIDE Pontiac, MI 48342	64-14-20-380-019	0.00	0.00	0.00	0.00	190.00	190.00	0.00
64-14-20-381-010 Elfakir Investment Properties LLC 382 Cesar E Chavez Ave Pontiac, MI 48342-1043	64-14-20-381-010	505.00	0.00	0.00	0.00	0.00	505.00	0.00
64-14-21-209-010 Newport Investment Properties 592 Markle AVE Pontiac, MI 48340-3021	64-14-21-209-010	235.00	0.00	0.00	0.00	0.00	235.00	0.00

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64-14-21-210-016 Whitehead, Edward J 666 Markle AVE Pontiac, MI 48340-3023	64-14-21-210-016	235.00	0.00	0.00	0.00	235.00	470.00	0.00
64-14-21-257-022 Chavez, Carpofo 891 Spence ST Pontiac, MI 48340-3058	64-14-21-257-022	295.00	0.00	0.00	0.00	0.00	295.00	0.00
64-14-21-303-035 Jenko-Team 143 Wolfe Pontiac, MI 48342	64-14-21-303-035	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-21-329-014 Golonska, Diane E 260 Nelson ST Pontiac, MI 48342-1542	64-14-21-329-014	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-21-329-025 Midas Development Corp 149 OLIVER ST PONTIAC, MI 48342-1550	64-14-21-329-025	0.00	0.00	0.00	0.00	295.00	295.00	0.00
64-14-21-331-016 Anderson, Lavern 124 Oliver ST Pontiac, MI 48342-1551	64-14-21-331-016	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-21-331-036 CITY OF PONTIAC	64-14-21-331-036	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-21-352-041 David's Tire Wheel 533 N PERRY ST PONTIAC, MI 48342-2452	64-14-21-352-041	0.00	0.00	0.00	0.00	190.00	190.00	0.00
64-14-21-378-002 SK Pontiac Housing 498 Omar St Pontiac, MI 48342-1658	64-14-21-378-002	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-21-403-057 SBKFC HOLDINGS LLC 810 N PERRY ST PONTIAC, MI 48342-1568		0.00	0.00	0.00	0.00	0.00	0.00	295.00
64-14-22-108-016 James Silver 821 Robinwood St Pontiac, MI 48340-3145	64-14-22-108-016	295.00	0.00	0.00	0.00	0.00	295.00	0.00

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64-14-22-110-030 Brickland, LLC 755 MELROSE AVE PONTIAC, MI 48340-3122	64-14-22-110-030	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-22-126-017 Pontiac Investment Properties, LLC 859 Emerson AVE Pontiac, MI 48340-3226	64-14-22-126-017	1,025.00	0.00	0.00	0.00	0.00	1,025.00	0.00
64-14-22-176-006 Clarke, Ana May B 714 Kenilworth Pontiac, MI 48342	64-14-22-176-006	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-22-176-027 Brickland LLC 695 Cameron Ave Pontiac, MI 48340-3203	64-14-22-176-027	370.00	0.00	0.00	0.00	0.00	370.00	0.00
64-14-22-178-016 Smith, Simeon Dorrell 660 Emerson AVE Pontiac, MI 48340-3217	64-14-22-178-016	265.00	0.00	0.00	0.00	0.00	265.00	0.00
64-14-22-302-002 Newman, Bertha 18 Manhattan ST Pontiac, MI 48340-3110	64-14-22-302-002	265.00	0.00	0.00	0.00	0.00	265.00	0.00
64-14-22-351-011 Ebony Smith 778 UNIVERSITY PONTIAC, MI 48342	64-14-22-351-011	0.00	0.00	0.00	0.00	380.00	380.00	0.00
64-14-22-377-027 Federal National Mortgage Association 489 Emerson AVE Pontiac, MI 48342-1821	64-14-22-377-027	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-22-379-004 MI State Housing Development Authority 442 Kenilworth AVE Pontiac, MI 48342-1840	64-14-22-379-004	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-27-353-016 Bee Pontiac LLC 665 Homestead DR Pontiac, MI 48342-2945	64-14-27-353-016	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-27-377-018 St Augustine CDC Non Profit Housing Corp 841 AUBURN AVE PONTIAC, MI 48342-3374	64-14-27-377-018	0.00	0.00	0.00	0.00	505.00	505.00	0.00

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CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-14-28-331-010 NEW LIBERTY APOSTOLIC CHURCH 104 N JESSIE ST PONTIAC, MI 48342-2726	64-14-28-331-010	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-28-335-004 Anthony, Mary E 18 N Paddock ST Pontiac, MI 48342-2617	64-14-28-335-004	265.00	0.00	0.00	0.00	0.00	265.00	0.00
64-14-28-378-012 New Bethel Missionary Baptist Church 297 Chandler ST Pontiac, MI 48342	64-14-28-378-012	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-28-381-001 GENES, JACQUELINE 51 S PADDOCK ST PONTIAC, MI 48342-2627	64-14-28-381-001	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-28-433-014 Worlds, Lizzie A 81 N Anderson Ave Pontiac, MI 48342	64-14-28-433-014	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-28-437-009 Clark Norwood 47 N EDITH ST PONTIAC, MI 48342-2934	64-14-28-437-009	0.00	0.00	0.00	0.00	290.00	290.00	0.00
64-14-28-460-036 CBK HOMES LLC 93 S SANFORD PONTIAC, MI 48342	64-14-28-460-036	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-28-460-037 CBK Homes LLC 95 S Sanford Pontiac, MI 48342	64-14-28-460-037	235.00	0.00	0.00	0.00	235.00	470.00	0.00
64-14-28-483-031 Bauford, Gloriee 97 S ANDERSON AVE PONTIAC, MI 48342-2909	64-14-28-483-031	0.00	0.00	0.00	0.00	295.00	295.00	0.00
64-14-29-130-009 Reroot Pontiac Florence Pontiac, MI 48342	64-14-29-130-009	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-29-130-010 Reroot Pontiac 30 Florence Pontiac, MI 48342-1020	64-14-29-130-010	0.00	0.00	0.00	0.00	235.00	235.00	0.00

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CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-14-29-130-012 Reroot Pontiac 24 Florence Pontiac, MI 48342-1020	64-14-29-130-012	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-29-151-007 Silver, James 218 N Johnson Ave Pontiac, MI 48341-1022	64-14-29-151-007	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-29-152-014 Reroot Pontiac 20 James St Pontiac, MI 48341-1322	64-14-29-152-014	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-29-152-021 REROOT PONTIAC 218 FLORENCE AVE PONTIAC, MI 48341-1317	64-14-29-152-021	0.00	0.00	0.00	0.00	290.00	290.00	0.00
64-14-29-182-009 Reroot Pontiac 27 Florence Ave Pontiac, MI 48342-1021	64-14-29-182-009	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-29-201-004 New Bethel Missionary Baptist Church 106 Baldwin AVE Pontiac, MI 48342-1208	64-14-29-201-004	0.00	0.00	0.00	0.00	295.00	295.00	0.00
64-14-29-203-005 Reroot Pontiac 24 Cross ST Pontiac, MI 48342-1380	64-14-29-203-005	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-29-203-006 Reroot Pontiac 26 Cross ST Pontiac, MI 48342-1322	64-14-29-203-006	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-29-203-007 Reroot Pontiac 30 Cross ST Pontiac, MI 48342-1322	64-14-29-203-007	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-29-204-008 Miguel A Diaz Leon Chavez 395 N Saginaw ST Pontiac, MI 48342-1457	64-14-29-204-008	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-29-253-001 BROWN, THOMAS MURRAY Pontiac, MI 48342	64-14-29-253-001	0.00	0.00	0.00	0.00	235.00	235.00	0.00

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64-14-29-254-002 Crocker, Bryan Murray , 00000	64-14-29-254-002	370.00	0.00	0.00	0.00	0.00	370.00	0.00
64-14-29-255-003 Dionne, Richard Murray Pontiac, MI 48342	64-14-29-255-003	470.00	0.00	0.00	0.00	0.00	470.00	0.00
64-14-29-255-004 DT Advantage Consulting Inc 63 Murray St Pontiac, MI 48342-2041	64-14-29-255-004	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-29-301-003 REROOT PONTIAC 228 FLORENCE AVE PONTIAC, MI 48341-1319	64-14-29-301-003	0.00	0.00	0.00	0.00	290.00	290.00	0.00
64-14-29-302-004 REROOT PONTIAC 219 FLORENCE AVE PONTIAC, MI 48341-1318	64-14-29-302-004	0.00	0.00	0.00	0.00	290.00	290.00	0.00
64-14-29-307-019 Bishop, James 10 COOLEY PONTIAC, MI 48342	64-14-29-307-019	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-29-308-012 Reroot Pontiac 200 Washington St Pontiac, MI 48341-1458	64-14-29-308-012	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-29-308-013 Reroot Pontiac 196 Washington St Pontiac, MI 48341-1456	64-14-29-308-013	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-29-308-014 Reroot Pontiac 192 Washington St Pontiac, MI 48341	64-14-29-308-014	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-29-351-013 Reroot Pontiac Henderson ST Pontiac, MI 48341	64-14-29-351-013	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-29-405-005 Michigan Dept. of Transportation 156 W Huron St Pontiac, MI 48341-1414	64-14-29-405-005	370.00	0.00	0.00	0.00	0.00	370.00	0.00

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64-14-29-408-018 Detroit SMSA Ltd Partnership W Huron Pontiac, MI 48342	64-14-29-408-018	370.00	0.00	0.00	0.00	0.00	370.00	0.00
64-14-29-502-027 A/S Property Tax Group - 8th Floor Sanderson&CesarChavez Pontiac, MI 48342	64-14-29-502-027	625.00	0.00	0.00	0.00	910.00	1,535.00	0.00
64-14-30-326-006 America Estate & Trust 371 ELIZABETH LAKE RD PONTIAC, MI 48341-1017	64-14-30-326-006	0.00	0.00	0.00	0.00	190.00	190.00	0.00
64-14-30-328-034 Melton, Benita D 169 Ogemaw Pontiac, MI 48341-1146	64-14-30-328-034	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-30-330-004 American Estate and Trust 198 Ogemaw RD Pontiac, MI 48341-1147	64-14-30-330-004	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-30-401-024 Lee, Joyce A 18 Spokane Pontiac, MI 48341	64-14-30-401-024	295.00	0.00	0.00	0.00	0.00	295.00	0.00
64-14-30-404-017 Harvey, Cory 122 Murphy Pontiac, MI 48341-1221	64-14-30-404-017	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-30-452-005 Winfred D. Terry 50 Waldo ST Pontiac, MI 48341-1224	64-14-30-452-005	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-30-458-003 Dudley, Oliver 63 Miami Pontiac, MI 48341	64-14-30-458-003	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-31-152-004 CLK Properties Voorheis LLC Voorheis Pontiac, MI 48341	64-14-31-152-004	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-31-152-022 Rea, Anthony Ruth Pontiac, MI 48341	64-14-31-152-022	235.00	0.00	0.00	0.00	0.00	235.00	0.00

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64-14-31-152-038 Neal Winnie 403 Voorheis St Pontiac, MI 48341	64-14-31-152-038	370.00	0.00	0.00	0.00	235.00	605.00	0.00
64-14-31-208-013 Auguste, Mendelssohn 209 Cherokee Pontiac, MI 48341	64-14-31-208-013	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-32-101-013 Lavergne, Henry J 19 Portage AVE Pontiac, MI 48341-1637	64-14-32-101-013	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-156-008 Mason, Thurman 11 Lake Pontiac, MI 48341	64-14-32-156-008	265.00	0.00	0.00	0.00	0.00	265.00	0.00
64-14-32-157-002 PLTC II Realty, INV 139 HOUSTON ST PONTIAC, MI 48341-2116	64-14-32-157-002	0.00	0.00	0.00	0.00	295.00	295.00	0.00
64-14-32-157-003 Russo, Alexander 133 Houston ST Pontiac, MI 48341-2116	64-14-32-157-003	0.00	0.00	0.00	0.00	295.00	295.00	0.00
64-14-32-179-002 ZETOUNA, NADIRA 150 BRANCH ST PONTIAC, MI 48341-2207	64-14-32-179-002	0.00	0.00	0.00	0.00	1,325.00	1,325.00	0.00
64-14-32-184-006 Raman, Joy Grant Pontiac, MI 48341	64-14-32-184-006	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-184-007 Raman, Joy GRANT Pontiac, MI 48341	64-14-32-184-007	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-184-008 Turner, James Grant Pontiac, MI 48341	64-14-32-184-008	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-252-001 PLTC III Realty Investment LLC Grant Pontiac, MI 48341	64-14-32-252-001	235.00	0.00	0.00	0.00	0.00	235.00	0.00

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64-14-32-252-002 PLTC III Realty Investment LLC Grant Pontiac, MI 48341	64-14-32-252-002	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-252-003 PLTC III Realty Investment LLC Grant Pontiac, MI 48341	64-14-32-252-003	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-252-004 PLTC IV Realty Investment LLC Grant Pontiac, MI 48341	64-14-32-252-004	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-252-005 PLTC IV Realty Investment LLC Grant Pontiac, MI 48341	64-14-32-252-005	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-252-006 PLTC IV Realty Investment LLC Grant Pontiac, MI 48341	64-14-32-252-006	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-252-007 PLTC IV Realty Investment LLC Grant Pontiac, MI 48341	64-14-32-252-007	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-430-026 Spoeical Touch Learning Center 186 Rockwell AVE Pontiac, MI 48341	64-14-32-430-026	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-432-007 Lombardo, Peter J 213 Rockwell Pontiac, MI 48341-2262	64-14-32-432-007	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-433-039 Special Touch Learning Center W Wilson Pontiac, MI 48341	64-14-32-433-039	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-477-015 Peleg, Samuel 179 W Wilson AVE Pontiac, MI 48341-2863	64-14-32-477-015	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-478-039 Special Touch Learning Center 248 Hughes AVE Pontiac, MI 48341-2448	64-14-32-478-039	235.00	0.00	0.00	0.00	0.00	235.00	0.00

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64-14-32-479-016 Special Touch Learning Center 240 Hughes Pontiac, MI 48341-2446	64-14-32-479-016	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-32-481-006 Venola Walton-Stanciel 221 Hughes Pontiac, MI 48341	64-14-32-481-006	295.00	0.00	0.00	0.00	0.00	295.00	0.00
64-14-33-107-029 MUNSON, HERBERT 170 WHITTEMORE Pontiac, MI 48342	64-14-33-107-029	0.00	0.00	0.00	0.00	505.00	505.00	0.00
64-14-33-153-006 TATE, TIMOTHY 37 PARK PL PONTIAC, MI 48342-3144	64-14-33-153-006	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-33-155-002 144 COTTAGE LLC 144 COTTAGE ST PONTIAC, MI 48342-3028	64-14-33-155-002	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-33-155-003 MCCRAY, CLYDE 148 COTTAGE Pontiac, MI 48342	64-14-33-155-003	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-33-156-002 Grand Trunk Western RR 45987 Woodward Pontiac, MI 48341-5004	64-14-33-156-002	370.00	0.00	0.00	0.00	0.00	370.00	0.00
64-14-33-180-009 DELANEY, THERESA 64 OSMUN ST PONTIAC, MI 48342	64-14-33-180-009	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-33-203-025 NUNEZ, JOSE L 182 S SHIRLEY AVE PONTIAC, MI 48342-3260	64-14-33-203-025	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-33-209-048 FRANK, WILBERT 272 S SANFORD Pontiac, MI 48342	64-14-33-209-048	0.00	0.00	0.00	0.00	370.00	370.00	0.00
64-14-33-210-009 Rewald, Conrad 217 S Sanford Pontiac, MI 48342	64-14-33-210-009	235.00	0.00	0.00	0.00	0.00	235.00	0.00

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64-14-33-279-001 Brian Smith 333 S ANDERSON AVE PONTIAC, MI 48342-3404	64-14-33-279-001	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-33-326-019 WOODWARD UPTOWN LLC 45556 WOODWARD AVE PONTIAC, MI 48341-5015	64-14-33-326-019	0.00	0.00	0.00	0.00	190.00	190.00	0.00
64-14-33-326-023 Hardy, Amaris 123 Prospect St Pontiac, MI 48341-3035	64-14-33-326-023	400.00	0.00	0.00	0.00	0.00	400.00	0.00
64-14-33-330-013 BANQUIL, HENRY 200 RAEBURN Pontiac, MI 48341	64-14-33-330-013	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-14-33-403-034 Evans, Frederick 307 Prospect ST Pontiac, MI 48341-3245	64-14-33-403-034	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-33-479-025 Crown Enterprises Inc South Blvd Pontiac, MI 48342	64-14-33-479-025	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-33-479-026 Crown Enterprises Inc South Blvd ,	64-14-33-479-026	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-33-479-027 Crown Enterprises Inc South Blvd ,	64-14-33-479-027	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-33-479-028 Crown Enterprises Inc South Blvd ,	64-14-33-479-028	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-33-479-029 Crown Enterprises Inc South Blvd ,	64-14-33-479-029	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-14-33-479-030 Crown Enterprises Inc South Blvd ,	64-14-33-479-030	235.00	0.00	0.00	0.00	0.00	235.00	0.00

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64-14-34-103-001 Nick & Kamel LLC 684 Auburn Ave Pontiac, MI 48342-3304	64-14-34-103-001	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-19-04-103-025 Lenoir, Lorfrolizdell 300 Block Bloomfield ,	64-19-04-103-025	295.00	0.00	0.00	0.00	295.00	590.00	0.00
64-19-04-103-029 Live in Pontiac 428 BLOOMFIELD AVE PONTIAC, MI 48341-2802	64-19-04-103-029	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-04-103-030 Live in Pontiac 434 BLOOMFIELD AVE PONTIAC, MI 48341-2802	64-19-04-103-030	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-04-104-003 Laffitte, Jacquelin 383 BLOOMFIELD Pontiac, MI 48341	64-19-04-104-003	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-04-104-016 Live in Pontiac 429 BLOOMFIELD AVE PONTIAC, MI 48341-2803	64-19-04-104-016	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-04-104-017 Live in Pontiac 433 BLOOMFIELD PONTIAC, MI 48341	64-19-04-104-017	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-04-105-001 Jackson, Christopher 453 Franklin Rd Pontiac, MI 48341-2433	64-19-04-105-001	295.00	0.00	0.00	0.00	235.00	530.00	0.00
64-19-04-105-003 Jackson, Christopher 467 Franklin Rd Pontiac, MI 48341-2433	64-19-04-105-003	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-19-04-106-028 Special Touch Learning Center 514 Highland Ave Pontiac, MI 48341-2836	64-19-04-106-028	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-19-04-108-020 Special Touch Learning Center 472 Howland Ave Pontiac, MI 48341-2764	64-19-04-108-020	235.00	0.00	0.00	0.00	0.00	235.00	0.00

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64-19-04-151-014 Michigan Land Bank Fast Track Athrty 560 Harvey Ave Pontiac, MI 48341-2829	64-19-04-151-014	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-19-04-152-012 LIVING WORD MINISTRIES CALIFORNIA PONTIAC, MI 48341	64-19-04-152-012	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-04-153-001 Thornhill, Vermil 500 Block Highland Pontiac, MI 48341	64-19-04-153-001	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-19-04-156-004 Live in Pontiac 387 LUTHER AVE PONTIAC, MI 48341-2653	64-19-04-156-004	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-04-156-005 Live in Pontiac 383 LUTHER AVE PONTIAC, MI 48341-2653	64-19-04-156-005	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-05-202-018 James, David 608 Montana AVE Pontiac, MI 48341-2539	64-19-05-202-018	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-19-05-202-039 Live in Pontiac 598 MONTANA AVE PONTIAC, MI 48341-2538	64-19-05-202-039	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-05-206-029 Live in Pontiac COLORADO Pontiac, MI 48341	64-19-05-206-029	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-05-207-032 Lenoir, Lazarus 582 California Ave Pontiac, MI 48341-2515	64-19-05-207-032	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-19-05-226-001 Special Touch Learning Center 321 South W BLVD Pontiac, MI 48341-2462	64-19-05-226-001	265.00	0.00	0.00	0.00	0.00	265.00	0.00
64-19-05-231-025 Jackson, Roger L 400 Blk California Pontiac, MI 48341	64-19-05-231-025	370.00	0.00	0.00	0.00	0.00	370.00	0.00

10/16/2018
12:50 PM

Aged Accounts Receivable Report for City of Pontiac
Population: All Records
Aging as of 09/20/18

Page: 16/17
DB: Pontiac

CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-19-05-252-036 JACKSON, MARY 530 ARTHUR PONTIAC, MI 48341	64-19-05-252-036	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-05-253-037 HINCKA, JASON 623 ARTHUR AVE PONTIAC, MI 48341-2508	64-19-05-253-037	0.00	0.00	0.00	0.00	190.00	190.00	0.00
64-19-05-253-038 THOMAS, KELLY 652 LUTHER AVE PONTIAC, MI 48341-2531	64-19-05-253-038	0.00	0.00	0.00	0.00	295.00	295.00	0.00
64-19-05-254-021 Special Touch Learning Center 554 Luther Ave Pontiac, MI 48341-2528	64-19-05-254-021	370.00	0.00	0.00	0.00	0.00	370.00	0.00
64-19-05-255-017 Live in Pontiac DITMAR Pontiac, MI 48341	64-19-05-255-017	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-05-260-007 FRAZIER, ANTHONY 611 PEARSALL AVE PONTIAC, MI 48341-2667	64-19-05-260-007	0.00	0.00	0.00	0.00	190.00	190.00	0.00
64-19-05-277-010 SOLSTICE 477 ARTHUR AVE PONTIAC, MI 48341-2501	64-19-05-277-010	0.00	0.00	0.00	0.00	190.00	190.00	0.00
64-19-05-278-007 Live in Pontiac 491 LUTHER AVE PONTIAC, MI 48341-2571	64-19-05-278-007	0.00	0.00	0.00	0.00	190.00	190.00	0.00
64-19-05-278-024 Bond, Ineta Renee 484 Ditmar Ave Pontiac, MI 48341-2618	64-19-05-278-024	235.00	0.00	0.00	0.00	0.00	235.00	0.00
64-19-05-278-030 Live in Pontiac LUTHER PONTIAC, MI 48341	64-19-05-278-030	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-05-278-035 ROBINSON, RUBY Y 452 DITMAR AVE PONTIAC, MI 48341-2618	64-19-05-278-035	0.00	0.00	0.00	0.00	235.00	235.00	0.00

10/16/2018
12:50 PM

Aged Accounts Receivable Report for City of Pontiac
Population: All Records
Aging as of 09/20/18

Page: 17/17
DB: Pontiac

CUSTOMER # NAME	PARCEL #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL	CREDIT
64-19-05-278-036 GARRIS, MATT DITMAR PONTIAC, MI 48341	64-19-05-278-036	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-05-279-028 Live in Pontiac 473 DITMAR AVE PONTIAC, MI 48341-2619	64-19-05-279-028	0.00	0.00	0.00	0.00	235.00	235.00	0.00
64-19-05-280-021 BRIDGES, OBIE 470 PEARSALL Pontiac, MI 48341	64-19-05-280-021	0.00	0.00	0.00	0.00	235.00	235.00	0.00
GRAND TOTALS:		27,875.00	0.00	0.00	0.00	22,870.00	50,745.00	295.00
JOURNALIZED AMOUNTS ONLY:							50,745.00	
NON-JOURNALIZED AMOUNTS ONLY:							0.00	



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Pontiac City Council

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of
John V. Balint, City Engineer

DATE: October 19, 2018

RE: **Perry Street Road Diet – MDOT Request**

RECEIVED
2018 OCT 26 PM 12:11
PONTIAC CITY CLERK

The Engineering Division has received a request from the Michigan Department of Transportation to reduce the driving lanes on Perry Street (I-75 Business Loop). Currently, Perry Street is a four-lane road from the Woodward Loop to immediately south of Howard, and a five-lane road from Howard to Giddings Road. With the implementation of a Road Diet, Perry Street from the Woodward Loop to Giddings Road would become a three-lane road with bike lanes on both bounds. Perry Street would have on lane in each direction with a center left turn lane.

To determine the feasibility of this road diet, MDOT completed a traffic study analyzing the existing traffic conditions, future traffic conditions with a road diet and crashes using the last five years of crash data. It was determined that there would be very little change in the level of service. The largest delay would occur in the PM peak (afternoon rush hour) with an additional 20 seconds of delay per vehicle.

This proposed change is done using pavement markings only. Therefore, if the City was not satisfied with the change, it could be re-striped back to the five-lane section after an adequate test period.

As such, it is the recommended of the Department of Public Works that the City support MDOTs recommendation for the Perry Street Road diet.

WHEREAS, the City of Pontiac has received a request from the Michigan Department of Transportation to perform a road diet on Perry Street (I-75 Business Loop), effectively taking the roadway from a current five-lane section to a three-lane section; and,

WHEREAS, the materials presented by MDOT show that there will be minimal delay caused to the motoring public, and,

WHEREAS, this change will also create a safer environment for both motorists, bicyclists and pedestrians; and,

WHEREAS, the change consists of only pavement markings which can be changed back to a five-lane section after a trial period;

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council pass a resolution authorizing the Michigan Department of Transportation to perform a road diet on Perry Street (I-75 Business Loop) for a nine-month trial period (November 2018 to July 2019).

JVB

Attachments



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
OAKLAND TRANSPORTATION SERVICE CENTER

KIRK T. STEUDLE
DIRECTOR

October 17, 2018

Dr. Deirdre Waterman, Mayor
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Re: Perry Street Road Diet

Dear Dr. Waterman:

The Michigan Department of Transportation (MDOT) seeks the City of Pontiac's approval to change the operation of Perry Street from Giddings Road to the Woodward Loop by implementing a road diet. Currently, Perry Street is a four-lane road from the Woodward Loop to immediately south of Howard Street and a five-lane road from Howard Street to Giddings Road. With the implementation of a road diet, Perry Street from the Woodward Loop to Giddings Road would become a three-lane road with bike lanes on both bounds. Perry Street would have one lane in each direction with a center left turn lane.

To determine the feasibility of a road diet on this section of Perry Street, MDOT completed a traffic study analyzing existing traffic conditions, future traffic conditions with a road diet and crashes using the last five years of crash data. It was determined that there would be very little change in the level of service of Perry Street. The largest change in delay would occur in the PM peak hour with an additional 20 seconds of delay per vehicle. The level of service would remain at acceptable levels.

The crash analysis showed 17 crashes involving bicyclists and pedestrians. Two fatal pedestrian crashes and one injury pedestrian crash occurred within the limits for the road diet. The pedestrian that was injured was walking in the road on a snowy day. It was observed that pedestrians walk in the right lanes when the sidewalks are snow covered creating an unsafe condition. The bike lanes provide a safer alternative for pedestrians than walking in the vehicle lane.

Based on the future level of service and pedestrian safety benefits, MDOT recommends a road diet for Perry Street from the Woodward Loop to Giddings Road. If the City approves of the road diet, the operational changes could easily be completed as part of the current resurfacing project. The change is strictly made with pavement markings and does not require any pavement changes. Therefore, Perry Street could easily be converted back to the current conditions in the future if the City was unhappy with how the road diet operates.

Please contact me if you have any questions. I look forward to your response.

Sincerely,

Lori Swanson, PE
Projects & Contracts Administration Engineer

Introduction

MDOT was asked to evaluate a potential Road Diet as part of an upcoming CPM job (JN 132117) to mill and resurface I-75 BL (Perry Street and Lapeer Road) from the Widetrack/Woodward Loop to Harmon Road in the City of Pontiac and Auburn Hills. The resurfacing will occur in the summer of 2018.

This report highlights the background information necessary to evaluate the potential Road Diet and answer the specific questions included in the Road Diet Checklist for MDOT's Engineering Operating Committee review. The checklist includes questions on the planning, operational, safety, and other mobility considerations that would be needed prior to implementation.

Background

The FHWA advises that roadways with ADT of 20,000 vehicles per day (vpd) or less may be good candidates for a Road Diet and should be evaluated for feasibility. Average Daily Traffic (ADT) volumes along I-75 BL (Perry Street) south of the M-24 to I-75 Connector are all under the road diet consideration threshold. See Figure 1 below.

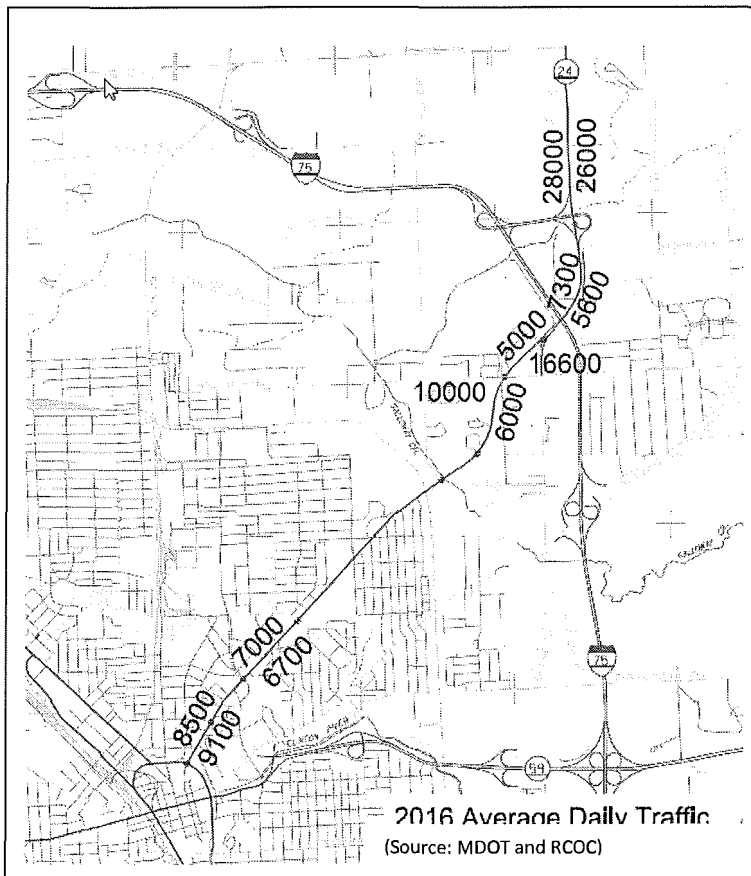


Figure 1. 2016 Average Daily Traffic

Future forecast volumes to the horizon year 2040 are also expected to be near this threshold based on conservative growth assumptions contained in a traffic analysis report for an adjacent project on the Woodward Loop currently in development.

Peak-hour volumes along urban roadways typically represent 8 to 12 percent of the ADT along a roadway.

A 4 lane to 3 lane road diet is:

- Feasible at or below 750 vehicles per hour per direction (vphpd) during the peak hour.
- Cautiously considered between 750 – 875 (vphpd) during the peak hour.
- Likely less feasible above 875 (vphpd) during the peak hour and expect reduced arterial LOS during the peak period.

The daily hourly volumes along Perry North of Widetrack from 2016 in the current 4 lane section are represented in Figures 2 and 3 below.

Figure 2. Northbound I-75 BL Hourly Traffic Volume North of Widetrack Loop

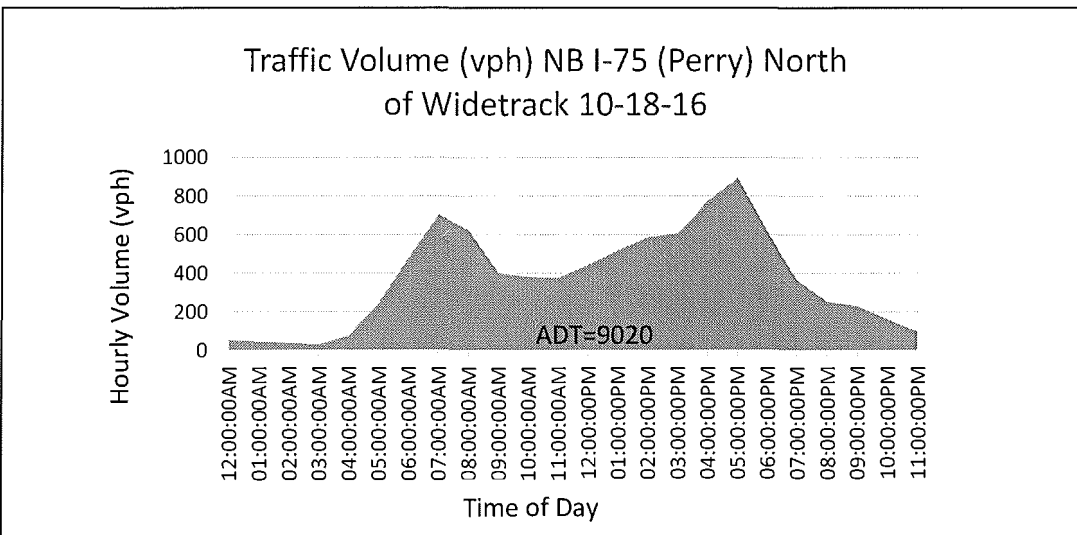
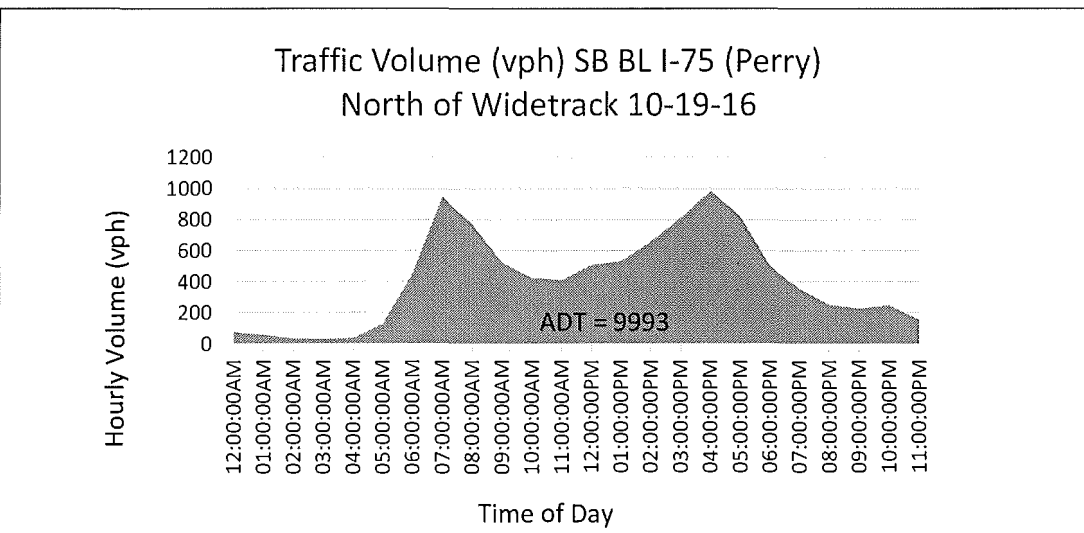


Figure 3. Southbound I-75 BL Hourly Traffic Volume North of Widetrack Loop



The graphs highlight distinct hourly volumes approaching one lane of capacity in the morning and afternoon peak hour along Perry St. today. Any additional demand could be easily accommodated over longer peak periods with minimal impacts to operations.

These locations near Widetrack experience the highest volume of traffic in road segments being considered for a potential Road Diet. These are also the same segments experiencing the most crashes, with the greatest severity of crashes which will be discussed later in the crash analysis.

Traffic Operations

A signal optimization study was completed in this corridor in 2011 utilizing 2008 volumes. It was utilized as a starting point for this analysis. Recent traffic counts and an operational analysis conducted earlier in 2016 was used to factor the 2008 volumes in the Synchro models to 2016 volumes. These new volumes and the existing roadway network were used to establish a 2016 base year Synchro traffic model for the morning, off-peak, and afternoon peak hours.

A 30% growth factor for traffic volumes was used to conservatively establish base year 2016 operations. This factor modified the 2008 peak hour volumes to the point they exceeded the 2040 peak hour volumes forecast from the traffic analysis report mentioned earlier. Therefore no future year 2040 analysis was performed.

The Road Diet Concept was created and tested utilizing the 2016/2040 base year volumes and a road network that included a three-lane roadway section for the road segments between Widetrack and Pontiac Road. This allowed a comparison of the proposed Road Diet Concept to base year/future year conditions.

For the Road Diet Concept, all major intersection turn lanes were left in place to match existing conditions. Right-turn lanes were added at all the side streets for the Road Diet Concept except for the area within the current four lane section from Widetrack to the Glenwood signalized intersection. No modifications to the signals were assumed within the model except for modifying the timing. This included the network offsets and splits based on the proposed geometric changes. The mill and resurface job programmed will not change the alignment and or curbs throughout the project limits. The proposed Road Diet Concept with a three-lane vehicle cross section with bike lanes is anticipated to be implemented with pavement marking and signs only.

Signalized intersections north of Pontiac Road were not considered in this analysis because the volumes anticipated here would likely grow beyond the ability to accommodate a Road Diet approaching the Walton Road and Perry Street signalized intersection and the east-west vehicular demands and turning movements are very heavy. Also, there is an existing safety path on the west side of Perry St. from Walton to Madison that can adequately serve the non-motorized users.

The land uses in the area also suggest the schools and neighboring residential uses south of Walton and Perry would benefit the most from increased non-motorized accessibility and mobility.

The level of service (LOS) results from the Synchro Models are summarized in the tables on the next page. Acceptable traffic operations at LOS D or better are accommodated with the future Road Diet Concept as proposed.

Table 1. AM Peak Level of Service

AM Peak Hour (7:00 - 8:00 am)		Optimized Existing 2016		Road Diet Optimized 2016/2040	
Spot #	Location	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
63021-004	I-75 BL (Perry) at Woodward	10.1	B	17.5	B
63091-008	I-75 BL (Perry) at Howard	6.1	A	8.0	A
63091-014	I-75 BL (Perry) at Glenwood	17.7	B	28.6	C
63091-010	I-75 BL (Perry) at Montcalm	11.4	B	17.1	B
63091-013	I-75 BL (Perry) at Madison	10.1	B	9.0	A
63091-015	I-75 BL (Perry) at Giddings	9.8	A	12.4	B
63091-016	I-75 BL (Perry) at Pontiac	14.9	B	15.9	B
63091-012	I-75 BL (Perry) at Walton	NA		NA	

Table 2. PM Peak Level of Service

PM Peak Hour (4:00 - 5:00 pm)		Optimized Existing 2016		Road Diet Optimized 2016/2040	
Spot #	Location	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
63021-004	I-75 BL (Perry) at Woodward	15.8	B	23.6	C
63091-008	I-75 BL (Perry) at Howard	6.8	A	10.1	B
63091-014	I-75 BL (Perry) at Glenwood	20.5	C	41.3	D
63091-010	I-75 BL (Perry) at Montcalm	22.5	C	48.2	D
63091-013	I-75 BL (Perry) at Madison	11.4	B	13.4	B
63091-015	I-75 BL (Perry) at Giddings	7.4	A	9.2	A
63091-016	I-75 BL (Perry) at Pontiac	11.5	B	13.2	B
63091-012	I-75 BL (Perry) at Walton	NA		NA	

Table 3. Off-Peak Level of Service

Off-Peak Hour		Optimized Existing 2016		Road Diet Optimized 2016/2040	
Spot #	Location	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
63021-004	I-75 BL (Perry) at Woodward	9.8	A	12.4	B
63091-008	I-75 BL (Perry) at Howard	7.8	A	8.9	A
63091-014	I-75 BL (Perry) at Glenwood	13.2	B	18.3	B
63091-010	I-75 BL (Perry) at Montcalm	11.9	B	11.3	B
63091-013	I-75 BL (Perry) at Madison	11.2	B	11.1	B
63091-015	I-75 BL (Perry) at Giddings	5.4	A	8.8	A
63091-016	I-75 BL (Perry) at Pontiac	12.6	B	12.4	B
63091-012	I-75 BL (Perry) at Walton	NA		NA	

System level Measures of Effectiveness (MOEs) were analyzed after the Synchro models were modified using Simtraffic microsimulation for the respective peak hours. The results are shown in the table below for peak hours with and without the Road Diet Concept.

Table 4. Existing and Road Diet System MOEs

MOEs	Existing 2016			Road Diet 2016/2040		
	AM Peak	PM Peak	Off Peak	AM Peak	PM Peak	Off Peak
Total Delay (hr)	67.4	315.1	53.7	65.5	582.1	62.5
Stops	6998	10955	5888	6142	13310	6068
Average Speed (mph)	27	25	28	25	21	28
Total Travel Time (hr)	262.1	570.4	220.0	233.9	812.4	237.9

The PM peak hour shows a bit more congestion than the other peaks after implementation of the Road Diet Concept, but still operates acceptably.

Crash Analysis

A detailed crash analysis was conducted for the Road Diet Concept roadway segments under consideration based on the last 5 years of crash data using Roadsoft and the MSP Crash database.

Below is a summary of the 4 lane and 5 lane segments from Widetrack Loop to Walton.

Table 5: Total crash summary and breakdown by type

	Total (5 years)	Rate (per MVM)	Head on and HOLT	Angle	Side Swipe Same	Side Swipe Opp.	Bike and Ped	Rear End	Other*	Severity	
										K/A	B/C/ PDO
4-Lane (0.665 mi)	152	7.12	9 (5.9%)	37 (24.3%)	31 (20.4%)	4 (2.6%)	4 (2.6%)	54 (35.5%)	13 (8.6%)	4	148
5-Lane (2.08 mi)	324	5.69	22 (6.8%)	88 (27.2%)	39 (12.0%)	9 (2.8%)	13 (4.0%)	105 (32.4%)	48 (14.8%)	10	314

*Fixed object, driveway, miscellaneous, backing

Both the 4-lane and 5-lane sections of Perry Rd have a similar crash type breakdown, with rear ends and angle crashes most common. The 4-lane section has a higher proportion of side swipe crashes which is expected in higher volume similar roadway segments. In implementing the Road Diet Concept, reductions could be realized in left-turn, angle, sideswipe, and rear end crashes. Providing more complete bicycle and pedestrian facilities could change the character of the road and heighten drivers expectations to other road users.

It has been observed that Perry St. is used quite heavily by pedestrians and bicyclists, and providing complete streets and the Road Diet would definitely be a benefit to them. Upon review of the specific UD-10 crash reports drivers of vehicles failed to check or reported not seeing the non-motorized users. If bicycle lanes and pedestrian crosswalks are placed on the road, motorized traffic may be more prepared and expect to see/look for non-motorized traffic.

The crash rate on the 5-lane segment is lower than that on the 4-lane segment; however, there have been 2 fatal and 8 incapacitating injury crashes in the 5-year analysis period on the 5-lane segment as compared to only 4 incapacitating injury crashes on the 4-lane segment.

There were 2 fatal pedestrian crashes on the 5-lane segment. Both occurred in dark-unlighted conditions in which a pedestrian was crossing Perry Road, one at Montcalm and one at Madison signalized intersections. Most other crashes occurred during the afternoon peak hours.

The 4- and 5-lane segments were further broken down into segments between signalized intersections (excluding intersection crashes) to get a better idea of the crash rate in the non-intersection areas. The segments of Perry St. were delineated as follows:

Segment 1: Widetrack to Glenwood (4 lane)

Segment 2: Glenwood to Montcalm

Segment 3: Montcalm to Madison

Segment 4: Madison to Giddings

Segment 5: Giddings to Pontiac

Segment 6: Pontiac to Walton

Table 6. Crash rate summary by segment

Segment	2016 ADT	Segment Length (mi)	Segment Crashes 300' from Int. (5 year total)	300' from Int. Crash Rate (per MVM)
1	17,600	0.55	98	5.55
2	15,000	0.40	63	5.75
3	15,000	0.60	57	3.47
4	15,000	0.47	34	2.64
5	16,000	0.15	7	1.60
6	21,600	0.43	14	0.83

The crash rate is higher in the four-lane section and the 5-lane section closer to downtown Pontiac. As Perry Road gets closer to Walton and I-75, the crash rate decreases significantly.

Table 7. Crash summary breakdown by segment

Segment	Total Crashes	Head on and HOLT	Angle	Side Swipe Same	Side Swipe Opp.	Bike and Ped	Rear End	Other*	Severity	
									K/A	B/C/ PDO
1	98	7	28	16	1	3	33	10	3	95
2	63	4	18	6	2	2	24	7	1	62
3	57	6	11	10	2	4	14	10	2	55
4	34	2	6	6	1	1	7	11	0	34
5	7	0	3	2	1	0	0	1	0	7
6	14	0	3	1	0	0	3	7	0	14

*Fixed object, driveway, miscellaneous, backing

The crash breakdown shows some clear patterns closer to Widetrack, with more rear end, sideswipe, head on, and non-motorized conflicts. This is to be expected as there is a high concentration of driveways and more potential conflicts in this area, particularly in the 4-lane section. It should be noted that a wide non-motorized path already exists on the west side of Perry Road after Madison, near the schools.

On Segment 1, two of the “A” injury crashes were late night, single vehicle, alcohol related crashes in which each single vehicle ran off the road coming around the slight curve at Chamberlain. The other “A” injury was a rear end crash involving a vehicle stopped to turn onto a neighborhood street.

On Segment 2, the “A” injury crash involved a pedestrian walking on the roadway (in daylight hours, but in snowy conditions) on Perry Road, hit by a vehicle that did not stop. In winter and snowy conditions, sidewalks are often not shoveled and pedestrians commonly walk in the road where it is plowed.

On Segment 3, one “A” injury crash involved a head on collision in the center turn lane when a car crossed head on into the other waiting to turn. The other occurred when a commercial truck was backing out of a gas station, into the road, and a vehicle traveling straight could not stop in time.

Local and Regionwide Considerations

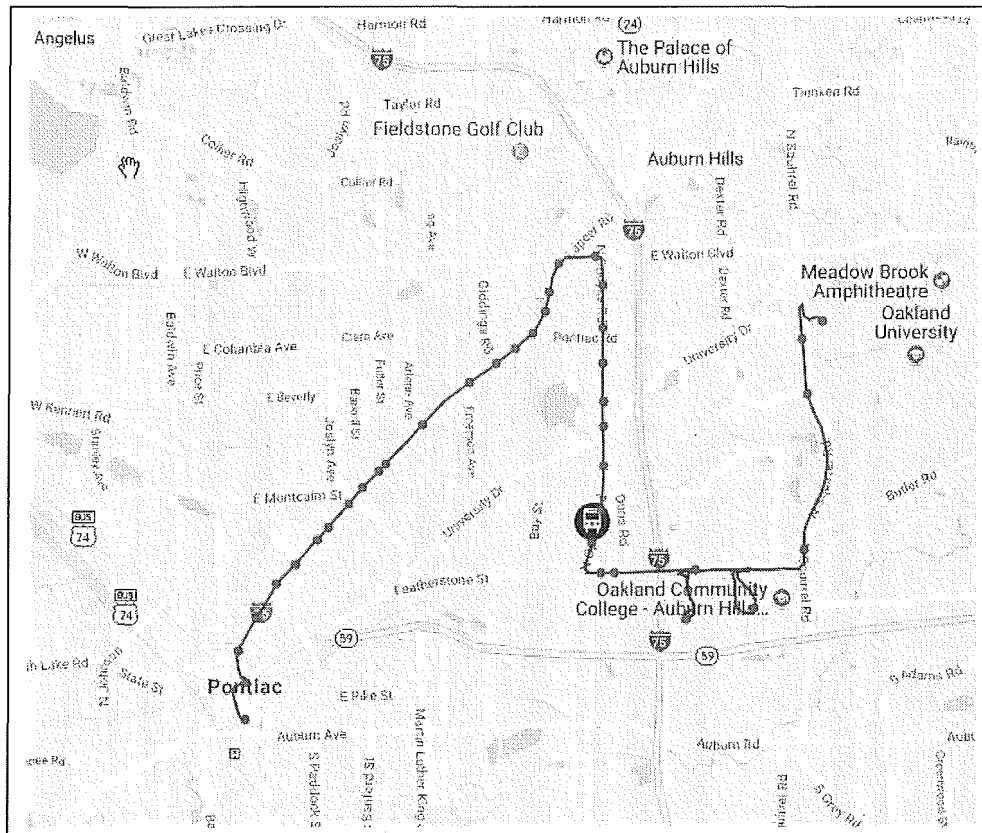
Implementing a road diet on Perry Street is in line with many of the city of Pontiac’s near-term plan goals, particularly in encouraging and increasing safety for non-motorized users. The city has developed a collaborative document called “Complete Streets Pontiac” (2017) which highlights improving the community through building complete street infrastructure for the people of Pontiac. Perry Street is one of the main corridors identified in the document as a desired complete street, to have buffered bike lanes, pedestrian facilities, and a bus route (which it currently has). The plan shows “proposed” buffered bike lanes on the section of Perry Street from south of Widetrack/Woodward Ave north to Giddings in the near-term plan, and a desired northern limit to Walton.

Bike lanes along a complete, dieted street would work toward creating a much larger network in Pontiac and provide connections to the existing Clinton River Trail. It would also be a step toward their goals of having a healthier community and calming traffic within the city, making non-motorized transportation safer and more attractive to users. Pontiac’s most up-to-date Master Plan is in agreement with the “Complete Streets Pontiac” recommendations and stresses the importance of safe, well-connected non-motorized routes.

In addition to the city of Pontiac, the road diet and implementation of a complete street on Perry Street is also in line with SEMCOG’s goals of filling gaps in SE Michigan non-motorized networks and encouraging safe non-motorized travel (see “Bicycle and Pedestrian Travel Plan for Southeast Michigan”, 2014).

Transit service and stops will also need to be coordinated to maintain safe loading/unloading accommodations. SMART has a bus route No. 756 with approximately 20 stops along Perry St. which will need to be accommodated. See bus route below.

Figure SMART Bus Route 756



Conclusion

Therefore, I would recommend a 5 to 3 lane road diet with buffered bike lanes begin in the southbound direction at Giddings Road signal and end northbound also at Giddings Road signalized intersection and proceed to Widetrack or location south of Widetrack within Downtown Pontiac. The 4 lane section of Perry from Widetrack which is approximately 0.7 Miles north to the Glenwood signalized intersection would certainly benefit from a three lane section with bike lanes and should be strongly considered at a minimum as part of JN 132117 mill and resurface. Right turn lanes were eliminated at the side streets in this section to accommodate a continuous bike lane and the low volumes turning right can easily be accommodated from the through lane provided.

Details including resolutions of support from Pontiac City Council and public meetings are also part of MDOT's required Road Diet Checklist. I recommend discussion with the City of Pontiac and Auburn Hills on the potential implementation of any Road Diet Concept early in the design stage.



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Council President and City Council Members

FROM: Mayor Deirdre Waterman

DATE: October 19, 2018

Cc: Jane Bais DiSessa, Deputy Mayor, and Portia Fields Anderson, Parks Manager

RE: Agenda Item: Resolution to Consider Agreement with Cranbrook Institute of Science for Youth Recreation.

RECEIVED
2018 OCT 19 PM 1:35
PONTIAC CITY CLERK

In an effort to provide Pontiac youth with an environment of learning and innovation, the City of Pontiac and Cranbrook Institute would like to develop a collaborative partnership program that will allow Pontiac youth to experience the vest best Cranbrook has to offer. For specific details, a copy of the agreement is attached for your information and review.

As such, the following resolution is recommended:

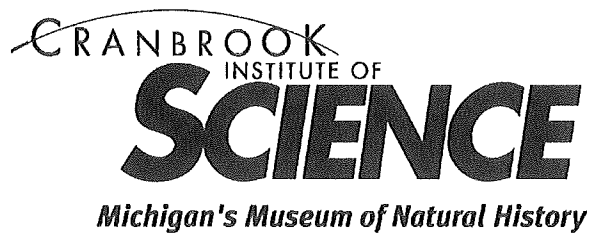
Whereas, this partnership between the City of Pontiac and Cranbrook Institute will provide Pontiac youth with an environment of learning and creating where excellence innovation, collaboration, inclusiveness, stewardship and service are fostered; and

Whereas, this partnership will allow Pontiac youth to access the best Cranbrook Institute has to offer in terms of programing, experiences and collections.

Now therefore, it is resolved that the Mayor be authorized to sign the Pontiac Stem! Agreement with Cranbrook Institute of Science for an amount not to exceed \$33,500.00.

JBD

Attachment



39221 Woodward Ave.

Mail Correspondence to:

P.O. Box 801

Bloomfield Hills

Michigan 48303.0801

Ph 248.645.3204

Fx 248.645.3050

Office of the Director

October 18, 2018

The Honorable Dr. Deirdre Waterman, Mayor of Pontiac
Pontiac City Council
47450 Woodward Avenue
Pontiac, MI 48342

Dear Mayor and Council Members,

Thank you for this tremendous opportunity to partner with the City of Pontiac to provide residents and young people living there with the very best Cranbrook has to offer in terms of programming, experiences, and our collections. On behalf of Cranbrook Institute of Science, I am pleased to submit a request totaling \$33,500 to provide sixteen two-hour sessions at a mutually agreed upon site.

Please accept my personal thanks for your substantial support of Cranbrook and don't hesitate to contact at 248 821-4373 anytime if you'd like to talk. I look forward to a successful year!

Warm regards,

Michael D. Stafford, Ph.D.
Director
Cranbrook Institute of Science

PONTIAC STEM!

with Cranbrook Institute of Science

This Collaborative Partnership Program Agreement is made and entered into this 23rd day of October 2018 between the City of Pontiac, Michigan (herein referred to as "City of Pontiac"), of Pontiac, Michigan, and Cranbrook Educational Community, (herein referred to as "Cranbrook Institute of Science") of Bloomfield Hills, Michigan. In consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1. SPECIFIC TERMS AND CONDITIONS

Overview. Through this collaborative partnership program, residents and young people living in Pontiac will experience the very best Cranbrook has to offer in terms of our programs, experiences, collections and our grounds. Cranbrook Institute of Science intends to bring the best of Cranbrook to Pontiac, while at the same time bringing Pontiac to Cranbrook. The collaborative partnership program will function year-round and will represent a unique public/private partnership that could easily become a regional and national model. Through the collaborative partnership, a formal relationship between Cranbrook Educational Community and the City of Pontiac will be established.

Cranbrook, one of the world's leading centers of education, science and art, was founded in 1904 by Detroit philanthropists George Booth and Ellen Scripps Booth. Cranbrook's 319-acre campus features the work of world-renowned architects such as Eliel Saarinen, Albert Kahn, Steven Holl, Tod Williams and Billie Tsien, Rafael Moneo, Peter Rose and sculptors Carl Milles, Marshall Fredericks and others. Critics have called Cranbrook "the most enchanted and enchanting setting in America" and in 1989, it was designated a National Historic Landmark. Today, the Cranbrook Educational Community comprises Cranbrook Schools, an Institute of Science and an Academy of Art and Art Museum, as well as the Cranbrook Center for Collections and Research.

Cranbrook has a rich history where education, art, science and notable collections intersect on a national landmark campus. We promote an environment of learning and creating where excellence, innovation, collaboration, inclusiveness, stewardship and service are fostered. As a unique educational institution, we seek to draw art and science together in ways that foster an ability to create something new and original. Cranbrook is a diverse, sustainable community where education is prized, the human spirit is nurtured, and innovation and creativity are valued. Cranbrook can and does challenge minds and transforms lives. We are available to all, and work to serve our guests and audiences on their terms.

Cranbrook Institute of Science is a world-class science and natural history museum with one of the top three mineral and earth science collections in the country, and home to a research quality observatory and planetarium and the top botany, anthropology and related life-sciences collections in the Midwest. The Institute of Science continues to play a significant role in building a scientifically literate public and helps more than 200,000 visitors annually realize that heightened science literacy is vital to all aspects of our lives, and that meaningful discoveries are the natural outgrowth of a curious, questioning mind. Extraordinary, transformational experiences in STEM education (Science, Technology, Engineering and Math) are our primary focus.

The Institute of Science currently serves more than 100,000 diverse K-12 learners each year, the majority of whom live in southeastern Michigan. The Institute of Science is the primary external STEM science provider for Detroit Public Schools Community District, Southfield Public Schools and Flint Community Schools. In addition, the Institute of Science provides world-class STEM programming to students of all ages and backgrounds in more than 100 public school districts annually throughout all of Michigan.

1.1 CRANBROOK INSTITUTE OF SCIENCE -Scope of Services & Deliverables

Cranbrook Institute of Science agrees to serve Pontiac students and families in the following ways:

- Sixteen two-hour sessions at the designated Pontiac site, including two with the Institute's mobile planetarium, Between October 25 and December 31.

1.2 CITY OF PONTIAC -Scope of Services & Deliverables

- (a) Compensation. City of Pontiac agrees to pay Cranbrook Institute of Science thirty three thousand five hundred dollars (\$33,500) for the services outlined in this Agreement. City of Pontiac shall pay Cranbrook Institute of Science for its services in a single lump sum of \$33,500, due upon execution of this agreement.

City of Pontiac agrees to make checks payable to: Cranbrook Educational Community. All payments should be mailed as follows:

Cranbrook Institute of Science
City of Pontiac STEM
Attention: Marlene Jenkins
Business Officer
Cranbrook Institute of Science
P O Box 801
Bloomfield Hills, Michigan 48303-0801

- (b) Cancellation. City of Pontiac has the right to cancel the Agreement without cost, penalty, or liability for a period of ten (10) days following the date on which the contract is executed. City of Pontiac may cancel the contract by serving a written notice of cancellation to Cranbrook Institute of Science. If mailed, service shall be by certified mail sent to Cranbrook Institute of Science, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. Following the ten (10) day cancellation period, City of Pontiac may terminate the Agreement by giving 90 days written notice. In the event of termination after the ten (10) day cancellation period, City of Pontiac shall be liable for services provided by Cranbrook Institute of Science to the effective date of the termination.

- (c) The provisions of this Section 1.2 shall survive termination of this Agreement unless Cranbrook Institute of Science is then in material default of any provision of this Agreement

ARTICLE 2 GENERAL TERMS AND CONDITIONS

2.1 Term of Agreement. The term of this Agreement shall be October 23rd through December 31st, 2018 (the "Initial Term"), except the obligation to make payments pursuant to Section 1.2, unless notice of termination is given by either party pursuant to Section 2.2 or 2.12.

2.2 Termination Without Cause. Cranbrook Institute of Science and the City of Pontiac have the right to terminate the agreement within thirty (30) days written advanced notice.

2.3 Intellectual Property. Nothing in this Agreement or the transactions contemplated hereby shall be construed to create a license or right to use any mark, design or name of any other party to this Agreement without the prior written consent of such party. Each party to this Agreement reserves all rights in its respective names, trademarks, copyrights, and any and all other intellectual property of such party.

2.4 Approval of Advertising and Printed Materials. Neither Cranbrook Institute of Science nor the City of Pontiac shall publish or distribute any printed materials or include reference to the other party or the other party's facilities in any form of advertising without the prior written consent of the other party, which consent shall be granted or withheld in the exercise of such party's sole, unfettered discretion after full review of all such advertising or materials and full information regarding the intended audience for such materials.

2.5 Compliance with Law. The laws of the State of Michigan shall govern this Agreement.

2.6 Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law covering all their respective employees working in connection with this agreement.

2.7 Commercial Insurance. Cranbrook Institute of Science shall maintain during the term of this Agreement, Comprehensive or Commercial General Personal Injury and Property Damage Liability Insurance in the Combined Single Limit of not less than Two Million Dollars (\$2,000,000) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability and Products Liability, covering only the activities of Cranbrook Institute of Science under this Agreement, and shall provide the City of Pontiac with a certificate of insurance evidencing such policies upon request.

2.8 Quarterly Program/Evaluation Review. Cranbrook Institute of Science and the City of Pontiac representatives shall schedule a meeting in December 2018 to review the program and discuss issues of common concern and program enhancements. Both parties shall provide a written list of the names of its officers, main contact person, staff/employees and directors, together with their individual email addresses and office telephone numbers along with the executed Agreement.

2.9 Indemnification. Except as provided in Section 2.7, unless deemed negligent, Cranbrook Institute of Science and the City of Pontiac indemnify and hold each other harmless for the acts or omissions of the indemnifying party from and against all claims, liability, loss and expense, including reasonable collection expenses, attorney's fees and court costs which may arise because of the acts or omissions of the indemnifying party, its agents or employees in the performance of its obligations under this Agreement.

2.10 Successors and Assigns. The Agreement may not be assigned by either party without the prior written consent of the other.

2.11 Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by email, nationally recognized overnight courier, sent by first-class United States mail, United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To:
Cranbrook Institute of Science
39221 Woodward Ave
P. O. Box 801
Bloomfield Hills, MI 48303-0801
Attention: Dr. Michael Stafford
Director, Cranbrook Institute of Science
Phone: (248) 645-3204
Email: mstafford@cranbrook.edu

To:
City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342
Attention: Deirdre Waterman
Mayor, City of Pontiac
Phone: 248.758.3292
Email: dwaterman@pontiac.mi.us

All such notices and communications shall be deemed to have been duly given when delivered by hand, if personally delivered, or four business days after being deposited in the mail, postage pre-paid, if mailed as aforesaid, or when receipt acknowledged.

2.12 Force Majeure. Neither the City of Pontiac nor Cranbrook Institute of Science shall be liable for the failure to perform its respective obligations hereunder when such failure to perform its respective obligations hereunder is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

2.13 Termination for Cause. If either party breaches a material provision hereof (a "Default"), the non-breaching party shall give the other party notice of such Default. If the Default is remedied within thirty- (30) days (in the case of failure to make payment when due) or sixty- (60) days in the case of any other Default, the notice shall be deemed withdrawn. If such Default is not remedied within the specified period, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period by delivery of written notice of termination. The rights of termination referred to in the Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity. Either party may terminate this Agreement at any time upon thirty (30) day's prior written notice to the other party.

2.14 Confidentiality. It is understood by both parties, the terms and conditions of this Agreement, are for the exclusive use of the City of Pontiac and shall not be disclosed to anyone without the prior written consent of Cranbrook Institute of Science.

2.15 Entire Agreement. This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof, and may not be altered or amended except by a written agreement.

2.16 No Partnership. The arrangement presently existing and now defined by this Agreement exists entirely for the convenience of Cranbrook Institute of Science and the City of Pontiac collaborative partnership program and does not constitute a partnership and shall not be deemed to give the other powers of a partner. The City of Pontiac shall retain its independence as an organization and will not officially become a part of Cranbrook Institute of Science in any form.

2.17 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

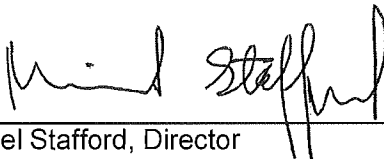
2.18 Amendments to Agreement. All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement along with the regulations referred to herein, contains all agreements of the parties with respect to matters covered herein and therein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

The undersigned representatives of Cranbrook Institute of Science and the City of Pontiac are authorized to enter into this Agreement on behalf of Cranbrook Institute of Science and the City of Pontiac, respectively.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first above written.

CRANBROOK EDUCATIONAL COMMUNITY
("Cranbrook Institute of Science")

By:



Dr. Michael Stafford, Director
Its Authorizing Official Date October 18, 2018

CITY OF PONTIAC

By:

Deirdre Waterman, Mayor Date
Its Mayor



MEMORANDUM

City of Pontiac
Controller's Office
47450 Woodward Avenue
Pontiac, Michigan 48342
Telephone: (248) 758-3118
Fax: (248) 758-3197

RECEIVED
2018 OCT 26 AM 11:53
PONTIAC CITY CLERK

DATE : 10/24/2018

TO: Honorable Mayor and City Council

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

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: PA 202 Corrective action plan

The City was notified that the GERS retiree health care obligation (GERS and P&F Pre-96 retirees) was deemed to have an underfunded status by the State of Michigan in relation to PA 202 of 2017.

PA 202 of 2017 allows any local government unit that has received an underfunded status to submit a waiver application to the State Department of Treasury for review. City Council approved this waiver on April 17, 2018 and it was forwarded to the State for their review.

The State Department of Treasury denied this waiver and now requires that a corrective action plan be submitted to the State by November 13, 2018.

Per PA 202 of 2017, the corrective action plan must demonstrate through distinct supporting documentation how and when the local unit will reach a 40% funded ratio. Attached is an analysis describing the CPREA tentative settlement in both language and figures. As shown on the analysis, once this agreement is approved by the U.S. District Court of the Eastern district of Michigan and the Internal Revenue Service, and the finances are restructured in accordance with agreement, the newly created VEBA that will provide full health, dental and optical benefits to GERS, P&F Pre-96, and P&F Post-96 retirees will be 160% funded based on the latest actuarial valuations for both pension and retiree health plans. If the settlement is approved timely by both the U.S. District Court of the Eastern district of Michigan and the Internal Revenue Service, we expect this to be 160% funded by the end of fiscal year 2019 and satisfy the funding requirements of PA 202 of 2017.

In order to submit this corrective action plan to the State Department of Treasury, one of the requirements is that it is approved by the City Council. If Council agrees with the corrective action plan, then the following resolution would be in order:

Whereas, the State of Michigan Department of Treasury has determined that the GERS retiree health care obligation has an underfunded status; and,

Whereas, the PA 202 of 2017 allows any local government unit that has such status to approve a Waiver application with an action plan to adequately address the underfunded status; and,
Whereas, the City Council approved the Waiver Application and plan as presented to them on April 17, 2018; and,
Whereas, the State of Michigan Department of Treasury denied the Waiver Application and requires the City to submit a Corrective Action Plan as outlined by PA 202 2017; and,
Whereas, the Finance Department has completed the Corrective Action Plan as outlined by PA 202 of 2017; and,
Now Therefore, Be It Resolved, that the City Council approves the Corrective Action Plan as presented to them.

Protecting Local Government Retirement and Benefits Act

Corrective Action Plan:

Retirement Health Benefit Systems

Issued under authority of Public Act 202 of 2017.

1. MUNICIPALITY INFORMATION

Local Unit Name: City of Pontiac Six-Digit Muni Code: 632170
Retirement Health Benefit System Name: City of New Pontiac Retiree Health Care Plan
Contact Name (Administrative Officer): Jane Bais-DiSessa
Title if not Administrative Officer: Deputy Mayor
Email: jbais-disessa@pontiac.mi.us Telephone: (248) 758-3322

2. GENERAL INFORMATION

Corrective Action Plan: An underfunded local unit of government shall develop and submit for approval a corrective action plan for the local unit of government. The local unit of government shall determine the components of the corrective action plan. This Corrective Action Plan shall be submitted by any local unit of government with at least one retirement health benefit system that has been determined to have an underfunded status. Underfunded status for a retirement health system is defined as being less than 40% funded according to the most recent audited financial statements, and, if the local unit of government is a city, village, township, or county, the annual required contribution (ARC) for all of the retirement health systems of the local unit of government is greater than 12% of the local unit of government's annual governmental fund revenues, based on the most recent fiscal year.

Due Date: The local unit of government has **180 days from the date of notification** to submit a corrective action plan to the Municipal Stability Board. The Board may extend the 180-day deadline by up to an additional 45 days if the local unit of government submits a reasonable draft of a corrective action plan and requests an extension.

Filing: Per Sec. 10(1) of the Act, this Corrective Action Plan must be approved by the local government's administrative officer and its governing body. ***You must provide proof of your governing body approving this Corrective Action Plan and attach the documentation as a separate PDF document.*** Per Sec. 10(4) of the Act, failure to provide documentation that demonstrates approval from your governing body will result in a determination of noncompliance by the Board.

The submitted plan must demonstrate through distinct supporting documentation how and when the local unit will reach the 40% funded ratio. Or, if the local unit is a city, village, township, or county, the submitted plan may demonstrate how and when the ARC for all of the retirement healthcare systems will be less than 12% of annual governmental fund revenues, as defined by the Act. Supporting documentation for the funding ratio and/or ARC must include an actuarial projection, an actuarial valuation, or an internally developed analysis. The local unit must project governmental fund revenues using a reasonable forecast based on historical trends and projected rates of inflation.

The completed plan must be submitted via email to Treasury at LocalRetirementReporting@michigan.gov for review by the Board. **If you have multiple underfunded retirement systems, you are required to complete separate plans and send a separate email for each underfunded system.** Please attach each plan as a separate PDF document in addition to all applicable supporting documentation.

The subject line of the email(s) should be in the following format: **Corrective Action Plan-2017, Local Unit Name, Retirement System Name** (e.g. Corrective Action Plan-2017, City of Lansing, Employees' Retirement System OPEB

Plan). Treasury will send an automatic reply acknowledging receipt of the email. Your individual email settings must allow for receipt of Treasury's automatic reply. This will be the only notification confirming receipt of the application(s).

Municipal Stability Board: The Municipal Stability Board (the Board) shall review and vote on the approval of a corrective action plan submitted by a local unit of government. If a corrective action plan is approved, the Board will monitor the corrective action plan for the following two years, and the Board will report on the local unit of government's compliance with the Act not less than every two years.

Review Process: Following receipt of the email by Treasury, the Board will accept the corrective action plan submission at the next scheduled meeting of the Board. The Board shall then approve or reject the corrective action plan within 45 days from the date of the meeting.

Considerations for Approval: A successful corrective action plan will demonstrate the actions for correcting underfunded status as set forth in Sec. 10(7) of the Act (listed below), as well as any additional solutions to address the underfunded status. Please also include steps already taken to address your underfunded status, as well as the date prospective actions will be taken. A local unit of government may also include in its corrective action plan a review of the local unit of government's budget and finances to determine any alternative methods available to address its underfunded status. A corrective action plan under this section may include the development and implementation of corrective options for the local unit of government to address its underfunded status. The corrective options as described in Sec. 10(7) may include, but are not limited to, any of the following:

- (i) Requiring cost sharing of premiums and sufficient copays.
- (ii) Capping employer costs.

Implementation: The local unit of government has up to 180 days after the approval of a corrective action plan to begin to implement the corrective action plan to address its underfunded status. The Board shall monitor each underfunded local unit of government's compliance with this act and any corrective action plan. The Board shall adopt a schedule, not less than every 2 years, to certify that the underfunded local unit of government is in substantial compliance with the Act. If the Board determines that an underfunded local unit of government is not in substantial compliance under this subsection, the Board shall within 15 days provide notification and report to the local unit of government detailing the reasons for the determination of noncompliance with the corrective action plan. The local unit of government has 60 days from the date of the notification to address the determination of noncompliance.

3. DESCRIPTION OF PRIOR ACTIONS

Prior actions are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the prior actions implemented by the local government to address the retirement system's underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funded status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement **system** as a whole.

- **Please Note:** If applicable, prior actions listed within your waiver application(s) may also be included in your corrective action plan.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what has the local unit of government done to improve its underfunded status, and where can we find the proof of these changes in the supporting documentation?).

Note: Please provide the name of the system impacted, the date you made the change, the relevant page number(s) within the supporting documentation, and the resulting change to the system's funded ratio.

Category of Prior Actions:

- ☐ **System Design Changes** - System design changes may include the following: Changes to coverage levels (including retiree co-payments, deductibles, and Medicare eligibility), changes to premium cost-sharing, eligibility changes, switch to defined contribution retiree health care plan, changes to retiree health care coverage for new hires, etc.

Sample Statement: *Benefit levels of the retired membership mirrors the current collective bargaining agreement for each class of employee. On **January 1, 2017**, the local unit entered into new collective bargaining agreements with the **Command Officers Association** and **Internal Association of Firefighters** that increased employee co-payments and deductibles for healthcare. These coverage changes resulted in an improvement to the retirement system's funded ratio. Please see page **12** of the attached actuarial analysis that indicates the system is **40%** funded as of **June 30, 2017**.*

- ☐ **Additional Funding** – Additional funding may include the following: paying the annual required contribution in addition to retiree premiums, voluntary contributions above the annual required contribution, bonding, millage increases, restricted funds, etc.

Sample Statement: *The local unit created a qualified trust to receive, invest, and accumulate assets for retirement healthcare on **June 23, 2016**. The local unit of government has adopted a policy to change its funding methodology from Pay-Go to full funding of the Annual Required Contribution (ARC). Additionally, the local unit has committed to contributing **\$500,000** annually, in addition to the ARC for the next five fiscal years. The additional contributions will increase the retirement system's funded ratio to **40%** by **2022**. Please see page **10** of the attached resolution from our governing body demonstrating the commitment to contribute the ARC and additional **\$500,000** for the next five years.*

- ☐ **Other Considerations** – Other considerations may include the following: outdated Form 5572 information, actuarial assumption changes, amortization policy changes, etc.

Sample Statement: *The information provided on the Form 5572 from the audit used actuarial data from **2015**. Attached is an updated actuarial valuation for **2017** that shows our funded ratio has improved to **42%** as indicated on page **13**.*

4. DESCRIPTION OF PROSPECTIVE ACTIONS

The corrective action plan allows you to submit a plan of prospective actions which are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the prospective actions implemented by the local government to address the retirement system's underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funded status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement **system** as a whole.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what will the local unit of government do to improve its underfunded status, and where can we find the proof of these changes in the supporting documentation?).

Category of Prospective Actions:

- ☒ **System Design Changes** - System design changes may include the following: Changes to coverage levels (including retiree co-payments, deductibles, and Medicare eligibility), changes to premium cost-sharing, eligibility changes, switch to defined contribution retiree health care plan, changes to retiree health care coverage for new hires, etc.

Sample Statement: *The local unit will seek to align benefit levels for the retired membership with each class of active employees. Beginning with **summer 2018** contract negotiations, the local unit will seek revised collective bargaining agreements with the **Command Officers Association** and **Internal Association of Firefighters** to increase employee co-payments and deductibles for healthcare. These coverage changes would result in an improvement to the retirement system's funded ratio. Please see page **12** of the attached actuarial analysis that indicates the system would be **40%** funded by **fiscal year 2020** if these changes were adopted and implemented by **fiscal year 2019**.*

Please see attachment 6a for memo and calculation describing the system design changes awaiting federal district court and IRS approval to address the underfunding in the City of Pontiac Retiree Health Care Plan. The system design changes would result in the retiree health care plan being 160% funded based on recent actuarial valuations by the end of fiscal year 2019 if approval from both the federal district court and IRS is obtained timely.

- ☐ **Additional Funding** – Additional funding may include the following: meeting the annual required contribution in addition to retiree premiums, voluntary contributions above the annual required contribution, bonding, millage increases, restricted funds, etc.

Sample Statement: *The local unit will create a qualified trust to receive, invest, and accumulate assets for retirement healthcare by **December 31, 2018**. The local unit of government will adopt a policy to change its funding methodology from Pay-Go to full funding of the Annual Required Contribution (ARC) by **December 31, 2018**. Additionally, beginning in fiscal year 2019, the local unit will contribute **\$500,000** annually in addition to the ARC for the next five fiscal years. The additional contributions will increase the retirement system's funded ratio to **40%** by **2022**. Please see page **10** of the attached resolution from our governing body demonstrating the commitment to contribute the ARC and additional **\$500,000** for the next five years.*

- ☐ **Other Considerations** – Other considerations may include the following: outdated Form 5572 information, actuarial assumption changes, amortization policy changes, etc.

Sample Statement: *Beginning in **fiscal year 2019**, the local unit will begin amortizing the unfunded portion of the healthcare liability using a **level-dollar amortization method over a closed period of 10 years**. This will allow the health system to reach a funded status of **42%** by **2022** as shown in the attached actuarial analysis on page **13**.*

5. CONFIRMATION OF FUNDING

Please check the applicable answer:

Do the corrective actions listed in this plan allow for (insert local unit name) City of Pontiac to make, at a minimum, the retiree premium payment, as well as the normal cost payments for all new hires (if applicable), for the retirement health benefit system according to your long-term budget forecast?

- ☒ Yes
☐ No
If No, Explain

6. DOCUMENTATION ATTACHED TO THIS CORRECTIVE ACTION PLAN

Documentation should be attached as a .pdf to this corrective action plan. The documentation should detail the corrective action plan that would be implemented to adequately address the local unit of government's underfunded status. Please check all documents that are included as part of this plan and attach in successive order as provided below:

Naming convention: when attaching documents please use the naming convention shown below. If there is more than one document in a specific category that needs to be submitted, include a, b, or c for each document. For example, if you are submitting two supplemental valuations, you would name the first document "Attachment 2a" and the second document "Attachment 2b".

Naming Convention

Type of Document

☒ Attachment – I

This Corrective Action Plan (Required)

☒ Attachment – 1a

Documentation from the governing body approving this Corrective Action Plan (Required)

☒ Attachment – 2a

An actuarial projection, an actuarial valuation, or an internally developed analysis, which illustrates how and when the local unit will reach the 40% funded ratio. Or, if the local unit is a city, village, township, or county, ARC will be less than 12% of governmental fund revenues, as defined by the Act. (Required)

☐ Attachment – 3a

Documentation of additional payments in past years that is not reflected in your audited financial statements (e.g. enacted budget, system provided information).

☐ Attachment – 4a

Documentation of commitment to additional payments in future years (e.g. resolution, ordinance)

☐ Attachment – 5a

A separate corrective action plan that the local unit has approved to address its underfunded status, which includes documentation of prior actions, prospective actions, and the positive impact on the system's funded ratio

☒ Attachment – 6a

Other documentation, not categorized above

7. CORRECTIVE ACTION PLAN CRITERIA

Please confirm that each of the four corrective action plan criteria listed below have been satisfied when submitting this document. Specific detail on corrective action plan criteria can be found in the Corrective Action Plan Development: Best Practices and Strategies document.

Corrective Action Plan Criteria

Description

☒ Underfunded Status

Is there a description and adequate supporting documentation of how and when the retirement system will reach the 40% funded ratio? Or, if your local unit is a city, village, township, or county, how and when the ARC of all retirement healthcare systems will be less than 12 percent of governmental fund revenues?

☒ Reasonable Timeframe

Do the corrective actions address the underfunded status in a reasonable timeframe (see CAP criteria issued by the Board)?

☒ Legal and Feasible

Does the corrective action plan follow all applicable laws? Are all required administrative certifications and governing body approvals included? Are the actions listed feasible?

☒ Affordability

Do the corrective action(s) listed allow the local unit to make the retiree healthcare premium payment, as well as normal cost payment for new hires now and into the future without additional changes to this corrective action plan?

8. LOCAL UNIT OF GOVERNMENT'S ADMINISTRATIVE OFFICER APPROVAL OF CORRECTIVE ACTION PLAN

I, Jane Bais-DiSessa, as the government's administrative officer (insert title)
Deputy Mayor (Ex: City/Township Manager, Executive director, and Chief Executive Officer, etc.) approve this Corrective Action Plan and will implement the prospective actions contained in this Corrective Action Plan.

I confirm to the best of my knowledge that because of the changes listed above, one of the following statements will occur:

☒ The City of Pontiac Retiree Health Care Plan (Insert Retirement Healthcare System Name) will achieve a funded status of at least 40% by Fiscal Year 2019 as demonstrated by required supporting documentation listed in section 6.

OR, if the local unit is a city, village, township, or county:

☐ The ARC for all of the retirement healthcare systems of _____ (Insert local unit name) will be less than 12% of the local unit of government's annual governmental fund revenues by Fiscal Year _____ as demonstrated by required supporting documentation listed in section 6.

Signature _____

Date _____

City of Pontiac
CPREA Tentative Agreement System Design Changes
6/30/2018

The City currently has 3 retiree groups:

1. General Employee Retirement System (GERS)
2. Police and Fire employees with a retirement date prior to August 1996 (PF Pre-96).
3. Police and Fire employees with a retirement date after August 1996 (PF Post-96).

The OPEB benefits for GERS and PF Pre-96 are currently underfunded, which is the subject of this corrective action plan.

On April 4, 2017 a tentative agreement was reached between the City and the City of Pontiac Retired Employees Association (CPREA) regarding the lawsuit filed by CPREA against the City related to an EM order eliminating retiree health, dental, and optical benefits in 2012. The tentative agreement will make the following changes to the existing pension and VEBA system:

1. Currently, the GERS pension system is funded at 190%. The tentative agreement calls for a new pension plan to be created at the 130% funding level. The excess 60%, or approximately \$160 million will be used to establish a new VEBA.
2. The existing PF-Post 96 VEBA plan will be closed and the plan assets valued at approximately \$41 million will be combined with the \$160 million excess funding from the new GERS pension system into the new VEBA.
3. The new VEBA plan (\$160 million from the GERS pension system plus \$41 million from the previous P&F VEBA) will cover everyone vested from the 3 retiree groups above with full coverage for health, dental, and vision benefits.
4. The City will be required to make a one-time down payment to the new VEBA not to exceed \$4.25 million. Thereafter, the City will be required to contribute \$1.5 million or the actuarial required contribution to the VEBA annually, whichever is less.

The tentative agreement has been/will need to be approved by the following:

1. CPREA membership - approved March 2017
2. Pontiac City Council - approved April 2017
3. Federal District Court - pending before U.S. District Court of the Eastern District of Michigan as of 10/24/18
4. IRS approval - pending Federal district court approval before submission.

Current plans: Actuarial Balances as of 6/30/18

Retiree Groups	GERS & PF Pre-96	PF Post-96	PF Post-96	GERS & PF Pre-96	
System Name	GERS Pension System	P&F Pension System	P&F VEBA	Pontiac Retiree Health Plan	Total all plans
Total Assets	\$ 506,436,676	\$ 232,221,141	\$ 40,952,046	2 \$ -	\$ 779,609,865
Total Liabilities	\$ (267,204,399) 1	\$ (247,226,144)	\$ (47,032,505) 3	\$ (80,432,528) 4	\$ (641,895,568)
Net Assets	\$ 239,232,277	\$ (15,005,003)	\$ (6,080,459)	\$ (80,432,528)	\$ 137,714,287
Funding Ratio	190%	94%	87%	0%	121%

CPREA Agreement: System Design - creation of new GERS pension system and new VEBA

Retiree Groups	GERS & PF Pre-96	PF Post-96	GERS, PF Pre-96 & PF Post-96	
System Name	New GERS Pension System	P&F Pension System	New VEBA	Total all plans
Total Assets	\$ 506,436,676	\$ 232,221,141	\$ 40,952,046	2 \$ 779,609,863
Total Liabilities	\$ (267,204,399) 1	\$ (247,226,144)	\$ (127,465,033) 3+4	\$ (641,895,576)
Contribution to new VEBA	\$ (159,070,957)	\$ -	\$ 159,070,957	\$ -
Net Assets	\$ 80,161,320	\$ (15,005,003)	\$ 72,557,970	\$ 137,714,287
Funding Ratio	130%	94%	157%	121%

City Contribution to newly created VEBA

Retiree Groups	GERS, PF Pre-96 & PF Post-96
System Name	New VEBA
Total Assets	\$ 200,023,003
Total Liabilities	\$ (127,465,033)
City Contribution to new VEBA	\$ 4,250,000
Net Assets	\$ 76,807,970
Funding Ratio	160%



CITY OF PONTIAC
Department of Building Safety & Planning
47450 Woodward Ave • PONTIAC, MICHIGAN 48342-5009
TELEPHONE: (248) 758-3700 • FAX: (248) 758-3750

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PONTIAC CITY CLERK

Mayor Deirdre Waterman

TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL

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

SUBJECT: AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO INCLUDE USES OF MEDICAL MARIHUANA FACILITIES WITHIN OVERLY DISTRICTS.

DATE: OCTOBER 26, 2018

Following Pontiac approval of Proposal 1: City of Pontiac Medical Marihuana Facilities Ordinance in August 2018 and following the recount certification; the City had to meet the mandate to prepare and approve a Zoning Text Amendment of Pontiac Zoning Ordinance to include uses of Medical Marihuana Facilities within 60 days, which ends November 12, 2018. Pending the Planning Commission meeting on October 29, 2018, we have prepared a suggested City Council Resolution.

We understand that the City of Pontiac could not restrict to prevent medical marihuana businesses to open in the City, so in planning and zoning for these new businesses we completed a process to:

- Explore dispersing the medical marihuana facilities throughout the City or concentrate these facilities in select areas;
- Evaluate the City's existing land use patterns and its transportation system to minimize impacts on residential neighborhoods;
- Reference the Pontiac Master Plan and Zoning Ordinance, and;
- Examine required medical marihuana facility buffers from schools, childcare centers, parks, and religious institutions.

We also, studied Michigan Proposal 1: Marijuana Legalization Initiative ballot proposal for vote on November 6, 2018 and compared it with Pontiac Medical Marihuana Facilities Ordinance and found medical marihuana facilities are viewed the same as recreational marijuana facilities; goods and services would generally be the same, but with a different intended purpose.

COMMUNITY ECONOMIC BENEFIT:

The economic benefit from these new medical marihuana businesses will generate, increased revenue to the City through medical marihuana application fees and excise, sales, income and property taxes. These revenues could would fund City services for the betterment of the entire community. Medical marihuana facilities would open the doors to new businesses, jobs, and opportunities and spur development/redevelopment opportunities in areas in need of revitalization and investment.

Additionally when we studied the City's Tax Increment Finance Authority [TIFA] Development Areas we identified significant economic benefit to locate medical marihuana facilities within the TIFA 3 Development Area to increase revenues to pay down outstanding debt.

SUMMARY:

The proposed Zoning Ordinance Text Amendment would establish a Medical Marihuana Overlay District [MMOD] along a section of Cesar Chavez and Walton Boulevard corridor. Medical marihuana facilities would be located in the C-3 Corridor Commercial, M-1 Light Manufacturing, and/or M-2 Heavy Manufacturing zoning districts within the MMOD. The proximity of the licensed, approved medical marihuana facilities by the state of Michigan and the City of Pontiac will have to be more than 1,000 feet from a public or private school, and more than 500 feet from a commercial childcare center, a public park with playground equipment, and a tax exempt religious institution.

IS CESAR CHAVEZ AND WALTON BOULEVARD A GOOD LOCATION FOR A MMOD?

YES...based on the following rationale:

- Significant number of properties zoned C-3, M-1, and M-2;
- Medical marihuana businesses are appropriate land uses and compatible with current businesses;
- A sound, sustainable approach to centralize medical marihuana businesses to encourage further private and public investment;
- Medical marihuana businesses would be located on either a MDOT state trunkline [Cesar Chavez] or a Major Road [Walton Boulevard];
- The roads have sufficient capacity to handle additional traffic;
- Medical marihuana businesses in these corridors will have minimal impact on residential neighbors;
- Corridors are fully serviced by utilities/infrastructure with sufficient capacity, and;
- Police and fire will have quick access with minimal response time to the MMOD.

ZONING ORDINANCE TEXT AMENDMENT:

Intent and Purpose: Amend the Zoning Ordinance to allow medical marihuana facilities that have been granted a license from the state of Michigan and City of Pontiac to operate in the City pursuant to the Medical Marihuana Facilities Licensing Act, Act No. 281 of the Public Acts of 2016; to provide standards and procedures to permit and regulate medical marihuana facilities; and to impose conditions for the operating of medical marihuana facilities [see attached Zoning Ordinance Text Amendment].

The purpose of this Zoning Ordinance Text Amendment is to serve and protect the health, safety and welfare of the general public and establish a set of rules and regulations which are fair and equitable for those interested in establishing a medical marihuana facility.

Medical Marihuana Overlay District [MMOD]: The proposed text amendment would establish a MMOD along portions of Cesar Chavez [MDOT state trunkline] and Walton Boulevard [Major Road]. The Cesar Chavez Overlay District would extend approximately one mile from the west side of West Boulevard to Montcalm Street. The Walton Boulevard Overlay District extends approximately two miles from west of Telegraph Road east to Fuller Street. The MMOD would allow up to a total of twenty [20] approved, licensed Provisioning Centers with no limit on the number of licensed Growers, Processors, Secure Transporters, and Safety Compliance Facilities [see attached MMOD Overlay District Map].

The City would allow approved Medical Marihuana facilities to operate within the Overlay Districts on properties zoned C-3 Corridor Commercial, M-1 Light Manufacturing, and M-2 Heavy Manufacturing zoning with property frontage on Walton Boulevard, Cesar Chavez and also on; Pershing Ave, Durant Ave, Inglewood Ave, and Ojista Ave within the Cesar Chavez Overlay District. All medical marihuana uses will require a Special Exception permit and Site Plan Approval for the Pontiac Planning Commission.

The MMOD are applied over one or more previously established zoning districts, and establish additional or stricter regulations for properties, in addition to those of the underlying zoning districts. The designated MMOD would have the least impact on city's character and promote development projects. The MMOD is a very effective governmental regulatory tool and meets our goal of "What's best for Pontiac".

Resolution

Whereas, Following Pontiac approval of Proposal 1: City of Pontiac Medical Marihuana Facilities Ordinance in August 2018 and following the recount certification on September 12, 2018; the City prepared a Zoning Text Amendment of City of Pontiac Zoning Ordinance to include uses of Medical Marihuana Facilities within the City of Pontiac; and

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

Whereas, On October 29, 2018, a Public Hearing was held, and in consideration of public opinion, the Planning Commission conditionally approved the Zoning Text Amendment request to amend the City of Pontiac Zoning Ordinance to include uses of medical marihuana facilities within the City of Pontiac, and the Planning Commission recommends City Council approve the Zoning Text Amendment; and

Whereas, Pursuant to Pontiac City Charter Provision 3.112[e], this is an EMERGENCY ORDINANCE to regulate the proliferation of medical marihuana facilities within the City of Pontiac and thereby ensure the health and safety of its residents, and shall be given immediate effect; and

Now Therefore, Be It Resolved, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Text Amendment of City of Pontiac Zoning Ordinance to include medical marihuana facilities within the City of Pontiac.



CITY OF PONTIAC ELECTED AND APPOINTED OFFICIAL
DISCLOSURE STATEMENT

I, _____ a _____ of the City of Pontiac,
file this Disclosure Statement regarding the medical marihuana facility (MMF) application
process:

1. I, or my spouse or domestic partner, have a financial interest in the following properties
located in the City of Pontiac [State Address and Type of Financial Interest]:

2. I, or my spouse or domestic partner, have a financial interest in the following business(es)
that plans to submit application(s) for Medical Marihuana Facility license(s) to the City
of Pontiac:

3. Have you spoken to or engaged with individual(s), or individual(s) representing such
individual(s), regarding their intention to submit Medical Marihuana Facility
application(s)? If so, state 1.) Name of Individual; 2.) Summary of Conversation; and 3.)
Date of Conversation; 4.) Any related potential conflict of interest:

City of Pontiac Disclosure and Non-Collusion Statement

I further understand I have an obligation to supplement this Disclosure Statement with further responsive information within five (5) days of when I become aware of such information.

By signing this Disclosure Statement I certify that I have fully informed myself regarding the accuracy of the statements contained herein, and under the penalty of perjury, affirm the truth thereof.

By: _____

Date: _____

Notarization:

CITY OF PONTIAC
ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO INCLUDE USES OF MEDICAL MARIHUANA FACILITIES IN DESIGNATED OVERLAY DISTRICTS.

THE CITY OF PONTIAC ORDAINS:

Article 2 Chapters 1 and 2 Section 2.101 Table 1 and Section 2.203 Table 2 Zoning Districts is amended to add:

Abbreviation	General Zoning Districts	Abbreviation	Special Purpose Zoning Districts
To Remain The Same	To Remain The Same	--	--
		--	--
		MMOD	Medical Marihuana Overlay District

Amend Article 2 | Chapter 2 – Section 2.203 Table 2 (Uses Permitted By District)

Commercial, Office, and Service Uses											
	Residential Districts			Commercial Districts				Industrial Districts			
	R-1	R-2	R-3	C-0	C-1	C-2	C-3	C-4	M-1	M-2	IP-1
Medical Marihuana Grower									o	o	Section 2.544
Medical Marihuana Processor									o	o	Section 2.545
Medical Marihuana Provisioning Centers							o		o	o	Section 2.546
Medical Marihuana Safety Compliance Facility							o		o	o	Section 2.547
Medical Marihuana Secure Transporter							o		o	o	Section 2.548

Article 2 Chapter 5 - Development Standards for Specific Uses is amended to add Sections 2.544, 2.545, 2.546, 2.547, and 2.548 as follows:

Section 2.544 - Medical Marihuana Grower Facilities

Grower means a commercial entity that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center. As used in this ordinance, grower shall include Class A growers, Class B growers, and Class C growers.

1. Class A grower means a grower license to grow not more than 500 marihuana plants.
2. Class B grower means a grower licensed to grow not more than 1,000 marihuana plants.
3. Class C grower means a grower licensed to grow not more than 1,500 marihuana plants.

A. General Provisions

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Grower Facility, and a sign shall be posted on the premises of each facility indicating that consumption is prohibited on the premises;
2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.
3. All activity related to the Medical Marihuana growing shall be done indoors;
4. Any Medical Marihuana Grower Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana and the number of Medical Marihuana plants on the premises which shall not exceed the amount permitted under the Grower License issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the Medical Marihuana Grower does not have more Medical Marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of Medical Marihuana at the Facility;
5. The Medical Marihuana Grower Facility shall comply at all times and in all circumstances with the MMMA, MMFLA, and the general rules of the department of licensing and regulatory affairs, as they may be amended from time to time.

B. Security

1. Medical Marihuana Grower Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24- hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the O.C. Sherriff Department;
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Grower while the Medical Marihuana Facility is not in operation shall be secured in a safe permanently affixed to the premises;

3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MMMA and MMFLA, as amended;

C. Space Separation

1. Unless permitted by the MMMA, public or non-public areas of the Medical Marihuana Grower Facility must be separated from restricted or non-public areas of the Grower Facility by a permanent barrier.
2. Unless permitted by the MMMA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public;

D. Nuisance Prohibited

1. Medical Marihuana Grower Facilities shall be free from infestation by insects, rodents, birds, or vermin or any kind;
2. Medical Marihuana Grower Facilities shall produce no products other than useable Medical Marihuana intended for human consumption; and
3. No Medical Marihuana Grower shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Grower is operated.

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Grower Facility

F. Disposal Of Waste

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where medical marihuana is exposed;
3. That portion of the structure where the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the local Fire Department to ensure compliance with the Michigan Fire Protection Code.

G. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage
4. No licensed Medical Marihuana Grower shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:

- Within one thousand feet of the real property comprising a public or private elementary, vocational or secondary school.
- Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Co-Location

1. There shall be no other accessory uses permitted within the same facility other than those associated with a Processor and Provisioning Center.

I. Building Design

1. Floors, walls and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair;
2. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition;
3. All necessary building, electrical plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices that support the cultivation, growing or harvesting of marihuana are located.

Section 2.545 - Medical Marihuana Processor

Processor means a commercial entity that purchases marihuana from a grower and that extracts resin from the marihuana or creates a Marihuana-infused product for sale and transfer in packaged form to a Provisioning Center.

A. General Provisions

1. The Processor shall comply at all times and in all circumstances with the MMA, MMFLA, and the general rules of the department of licensing and regulatory affairs, as they may be amended from time to time;
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of Medical Marihuana Processor, and a sign shall be posted on the premises of each Medical Marihuana Processor indicating that consumption is prohibited on the premises;
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises
4. Any Processor Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana and the number of Medical Marihuana plants on the premises which shall not exceed the amount permitted under the Processor license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the Processor does not have more Medical Marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of Medical Marihuana at the Facility;
5. Processor Facilities shall produce no products other than useable Medical Marihuana intended for human consumption.

B. Security

1. Medical Marihuana Processor Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24- hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the O.C. Sherriff Department;
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Processor while the Medical Marihuana Facility is not in operation shall be secured in a safe permanently affixed to the premises;
3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MMMA and MMFLA, as amended.

C. Space Separation

1. Unless permitted by the MMMA, public or non-public areas of the Medical Marihuana Processor Facility must be separated from restricted or non-public areas of the Processor Facility by a permanent barrier.
2. Unless permitted by the MMMA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited

1. Processor Facilities shall be free from infestation by insects, rodents, birds, or vermin or any kind;
2. No Medical Marihuana Processor shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Processor is operated.

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Processor Facility;

F. Disposal Of Waste

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where medical marihuana is exposed.

G. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law;
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage;
4. No licensed Medical Marihuana Processor shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 - Within one thousand feet of the real property comprising a public or private elementary, vocational or secondary school
 - Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Co-Location

1. There shall be no other accessory uses permitted within the same Facility other than those associated with a Grower and Provisioning Center;
2. The dispensing of Medical Marihuana at the Processor Facility shall be prohibited.

I. Building Design

1. Floors, walls and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair;
2. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition.

DRAFT

Section 2.546 - Medical Marihuana Provisioning Center

Provisioning Center means a commercial entity that purchases marihuana from a grower or Processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Center includes any commercial property where marihuana is sold at retail to registered, qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a Provisioning Center for purposes of this ordinance.

A. General Provisions

1. Medical marihuana Provisioning Centers shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises between the hours of 10:00 p.m. and 7:00 a.m.
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Provisioning Center, and a sign shall be posted on the premises of each Medical Marihuana Provisioning Center indicating that consumption is prohibited on the premises;
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.

B. Security

1. Medical Marihuana Provisioning Centers shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24- hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the O.C. Sherriff Department;
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Provisioning Center while the Medical Marihuana Provisioning Center is not in operation shall be secured in a safe permanently affixed to the premises.

C. Space Separation

1. Unless permitted by the MMMA, public or non-public areas of the Medical Marihuana Provisioning Center must be separated from restricted or non-public areas of the Provisioning Center by a permanent barrier.
2. Unless permitted by the MMMA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public;
3. Medical Marihuana may be displayed in a sales area only if permitted by the MMMA.

D. Drive-through

1. Drive-through windows on the premises of a Medical Marihuana Provisioning Center shall not be permitted.

E. Nuisance Prohibited

1. No Medical Marihuana Provisioning Center shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Provisioning Center is operated.

F. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Provisioning Center;
2. All registered patients must present both their Michigan Medical Marihuana patient/caregiver ID card and Michigan state ID prior to entering restricted/limited areas or nonpublic areas of the Medical Marihuana Provisioning Center.

G. Disposal Of Waste

Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.

H. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations;
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage;
4. No licensed Medical Marihuana Provisioning Center shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 - Within one thousand feet of the real property comprising a public or private elementary, vocational or secondary school;
 - Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

I. Co-Location

1. There shall be no other accessory uses permitted within the same Facility other than those associated with a Grower and Processor.

Section 2.547 - Medical Marihuana Safety Compliance Facilities

Safety compliance facility means a commercial entity that receives marihuana from a medical marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to a medical marihuana facility.

A. General Provisions

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Safety Compliance Facility, and a sign shall be posted on the premises of each Medical Marihuana Safety Compliance Facility indicating that consumption is prohibited on the premises;
2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises;
3. Any Safety Compliance Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana on the premises and from which particular source. The Facility shall maintain the confidentiality of qualifying patients in compliance with the Michigan Medical Marihuana Act, as amended.

B. Security

1. Medical Marihuana Safety Compliance Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24- hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the O.C. Sherriff Department;
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Safety Compliance while the Medical Marihuana Safety Compliance Facility is not in operation shall be secured in a safe permanently affixed to the premises;
3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MMMA and MMFLA, as amended.

C. Space Separation

1. Unless permitted by the MMMA, public or non-public areas of the Medical Marihuana Safety Compliance Facility must be separated from restricted or non-public areas of the Safety Compliance Facility by a permanent barrier.
2. Unless permitted by the MMMA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited

1. No Medical Marihuana Safety Compliance shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Safety Compliance is operated.

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Safety Compliance;
2. All registered patients must present both their Michigan Medical Marihuana patient/caregiver ID card and Michigan state ID prior to entering restricted/limited areas or nonpublic areas of the Medical Marihuana Safety Compliance.

F. Disposal Of Waste

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law;
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where Medical Marihuana is exposed.

G. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law;
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations;
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage;
4. No licensed Medical Marihuana Safety Compliance shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 1. Within one thousand feet of the real property comprising a public or private elementary, vocational or secondary school
 2. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Building Design

1. Floors, walls and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair;
2. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition.

Section 2.548 - Medical Marihuana Secure Transporter

Secure Transporter means a commercial entity located in this state that stores marihuana and transports marihuana between medical marihuana facilities for a fee. A Secure Transporter shall comply at all times with the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, the Marihuana Tracking Act and the general rules of the Department of Licensing and Regulatory Affairs.

A. General Provisions

1. Consumption and or use of marihuana shall be prohibited at a facility of a Secure Transporter;
2. A vehicle used by a Secure Transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of medical marihuana to determine compliance with all state and local laws, rules, regulations and ordinances;
3. A Secure Transporter licensee and each stakeholder shall not have an interest in a Growing, Processor, Provisioning Center, or Safety Compliance Facility and shall not be a registered qualifying patient or a registered primary caregiver.
4. A Secure Transporter shall enter all transactions, current inventory, and other information as required by the state into the statewide monitoring system as required by law.

B. Secure Storage

1. Storage of medical marihuana by a Secure Transporter shall comply with the following:
 - The storage facility shall not be used for any other commercial purpose.
 - The storage facility shall not be open or accessible to the general public.
 - The storage facility shall be maintained and operated so as to comply with all state and local rules, regulations and ordinance.
2. All marihuana stored within the facility shall be stored within enclosed locked facilities in accordance with the MMMA as amended.

C. Sanitation

1. All persons working in direct contact with marihuana being stored by a Secure Transporter shall conform to hygienic practices while on duty, including but not limited to:
 - Maintaining adequate personal cleanliness;
 - Washing hands thoroughly in adequate hand washing areas before starting work and at any other time when the hands may have become soiled or contaminated;
 - Refrain from having direct contact with marihuana if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.

D. Disposal of Waste

1. Disposal of medical marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law;
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where medical marihuana is exposed.

E. Transport Driver

1. A Secure Transporter shall comply with all of the following:
 - Each driver transporting marihuana must have a chauffeur's license issued by the state;
 - Each employee who has custody of marihuana or money that is related to a marihuana transaction shall not have been convicted of or released from incarceration for a felony under the laws of this state, any other state, or the United States within the past five (5) years;
 - Each vehicle shall be operated with a two person crew with at least one individual remaining with the vehicle at all times during the transportation of marihuana.
2. A route plan and manifest shall be entered into the statewide monitoring system, and a copy shall be carried in the transporting vehicle and presented to a law enforcement officer upon request;
3. The medical marihuana shall be transported by one or more sealed containers and not be accessible while in transit;
4. A secure transporting vehicle shall not bear markings or other indication that it is carrying medical marihuana or a marihuana infused product.

F. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law;
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations;
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage;
4. No licensed Medical Marihuana Secure Transport shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 - Within one thousand feet of the real property comprising a public or private elementary, vocational or secondary school;
 - Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

Article 3- Special Purposes – Zoning District is amended to add Chapter 11 as follows:

Chapter 11 - Medical Marihuana Overlay District

Section 3.1101 Intent

The purpose of the Medical Marihuana Overlay District (MMOD) is to provide for the placement of Medical Marihuana related uses as authorized pursuant to State regulations with a goal of minimizing potential adverse impacts on adjacent property owners, neighborhoods, and the City.

Section 3.1102 Medical Marihuana Overlay District Permitted Uses

The following uses are permitted in the Medical Marihuana Overlay District, provided the development also meets the Design & Building Standards set forth in Section 3.1109 and Article 2 Chapter 5 Development Standards for Specific Uses:

1. *Provisioning Center*
2. *Safety Compliance Facility*
3. *Secure Transporter*
4. *Grower*
5. *Processor*

Section 3.1103 Medical Marihuana Overlay District Permitted Accessory Uses

1. Off-Street Parking, Loading and Unloading as required per Section 4.307
2. Any use that is not incidental to the permitted principal use.

Section 3.1104 Uses Requiring Planning Commission Special Exception Permit

All permitted uses of the Medical Marihuana Overlay District are subject to Planning Commission approval, the Standards for Approval of Section 6.303 for Special Exception Permits, and the Use Standards of the Zoning Ordinance for those specific uses.

Section 3.1105 Licensing

All operators of medical marihuana facilities must acquire a State of Michigan & City of Pontiac License.

Section 3.1106 Medical Marihuana Overlay District Location Description

The Medical Marihuana uses permitted in the Medical Marihuana Overlay District must meet the following requirements.

- A. Maintain frontage along Walton Blvd, starting from the west side of Telegraph Rd. to Fuller Street.
- B. Maintain frontage along Cesar Chavez, starting from the west side of West Blvd in the City of Pontiac to northern side of W. Montcalm St. Also including;
 1. Pershing Ave;

2. Durant Ave;
 3. Inglewood Ave;
 4. Ojista Ave.
- C. The uses permitted in the Medical Marihuana Overlay District are restricted to the following designated lots. Additional included parcels are referenced above and highlighted in the official Pontiac Medical Marihuana Overlay District Map as amended and maintained by the City Clerk.

Designated MMOD Lots –SUBJECT TO SECTION 3.1107 BUFFER RESTRICTIONS

Cesar Chavez Lots of Assessors Subs

Dixie Highway Sub Lots 1-27, Lots 38-63, Lot 84, Lots 103-128, & Lots 141-147;
Dixieland Sub Lots 1-34;
O F Beier Sub Lots 1-5;
Assessor's Plat No 3. Part of Lot 1, Lot 3, Lot 4;
Assessor's Plat No 5. Lots 1-6, Lots 37-38;
Assessor's Plat No 94. Lots 2;
Assessor's Plat No 101. Lots 1-8, & lot 23;
Baldwin Dixie Hills Lots 243-248.

Walton Blvd Lots of Assessors Subs

Assessor's Replat of Assessor's Plat No. 100 Lots 1, & Lots 10-12;
Shattuck Farms – Lots 96-97;
Malkim Farms Sub Lot 1 & Lots 8-14;
Dupoint Heights Sub Lot 1, Lots 471-502, Lots 634-635, Lots 793-806;
Marimont Sub Lots 23-61;
Greenwood Estates Sub Lot 1, Lots 29-46, & lots 57-83;
Haines Wilson Pontiac Telegraph-Road Sub Lots 212-236, Lot 339, Lot 394.

Section 3.1107 MMOD Buffer Distance Restrictions

- A. The proximity of the proposed medical marihuana facility shall be not less than;
 1. 1,000 feet from an operational public or private school
 2. 500 feet from an operational commercial childcare organization (non-home occupation) that is licensed or registered with the State of Michigan Department of Health and Human Services or its successor agency, a public park with playground equipment.
 3. 500 feet from a religious institution that is defined as tax exempt by the Oakland County Assessor.
- B. Such distance between the school, childcare center, public park, or religious institution and the contemplated location shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the school, childcare center, or religious institution, or from the playground equipment in a public park, and from the primary point of ingress to the medical marihuana facility along the centerline to the primary site entrance driveway.

Section 3.1108 Co-Location

- A. Consistent with the MMFLA and rules promulgated by the department, any combination of Growers, Provisioning Centers, and Processers may operate as separate medical marihuana facilities at the same physical location;
- B. A maximum of two medical marihuana facilities with state operating licenses may co-locate on a single parcel;
- C. No two medical marihuana facilities of the same type may be located on the same parcel;
- D. Medical Marihuana Provisioning Center, consistent with the MMFLA, any combination of Grower, Processing, and Provisioning Centers may operate as separate medical marihuana facilities in the physical location. Provided that the Provisioning Center is incidental to the principal use and that the total amount of internal floor areas of the structure devoted to the Provisioning Center does not exceed 10% of the floor area of the total establishment.

Section 3.1109

Building Design, Area, Height, Bulk, & Placement

- A. Building and design improvements must comply with the underlying zoning requirements and the Specific Uses Development Standards outlined in Article 2 Chapter 5 this Zoning Ordinance.
- B. If the provisions of the MMOD are silent on building and design requirements, the requirements of the underlying district shall apply.
- C. If the building and design requirements of the MMOD conflict with the requirements of the underlying district, then the building and design requirements of the MMOD shall supersede the underlying district regulations.

Section 3.1110

Review Authority & Establishment

- A. The Planning Commission shall be the Special Exception and Site Plan Review Authority for the permitted medical marihuana uses in the Medical Marihuana Overlay District;
- B. A Special Exception Permit for medical marihuana uses require Public Notice of 500 ft. from the proposed medical marihuana Facility;
- C. All permitted medical marihuana uses must be in accordance with the Uses Development Standards outlined in Chapter 2 the Zoning Ordinance;
- D. Within the MMOD all requirements of the underlying districts remain in effect, except where these regulations provide an alternative to such requirements.

Article 7 – Definitions is amended to add Chapter 2, and Chapter 3 as follows:

Article 7 – Definitions | Chapter 2

Section 7.202 Commercial, Office, and Service Uses

- A. *Provisioning Center* means a commercial entity that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered, qualifying patients or registered primary caregivers.
- A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a provisioning center for purposes of this ordinance.
- B. *Safety Compliance Facility* means a commercial entity that receives marihuana from a medical marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the medical marihuana facility.
- C. *Secure Transporter* means a commercial entity located in this state that stores marihuana and transports marihuana between medical marihuana facilities for a fee.

Section 7.203 Industrial Uses

- A. *Grower* means a commercial entity that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center. As used in this ordinance, grower shall include Class A growers, Class B growers, and Class C growers.
- Class A grower means a grower license to grow not more than 500 marihuana plants.
 - Class B grower means a grower licensed to grow not more than 1,000 marihuana plants.
 - Class C grower means a grower licensed to grow not more than 1,500 plants.
- B. *Processor* means a commercial entity that purchases marihuana from a grower and that extracts resin from the marihuana or creates a Marihuana-infused product for sale and transfer in packaged form to a provisioning center.

Section 7.301 General Definitions

- A. Medical Marihuana Facility means a location at which a grower, processor, Provisioning center, secure transporter, or safety compliance facility is licensed to operate under the MMFLA.
- B. MMFLA means the Medical Marihuana Facilities Licensing Act, Act No. 281 of the Public Acts of 2016, being sections 333.27101 to 333.27801 of the Michigan Compiled Laws.
- C. MMMA means the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, being sections 333.26421 to 333.26430 of the Michigan Compiled Laws.

DRAFT

Pursuant to Pontiac City Charter Provision 3.112(e), this is an EMERGENCY ORDINANCE to regulate the proliferation of medical marihuana facilities within the City of Pontiac and thereby ensure the health and safety of its residents, and shall be given immediate effect.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Pontiac this _____ day of _____, 2018.

Deirdre Waterman, Mayor

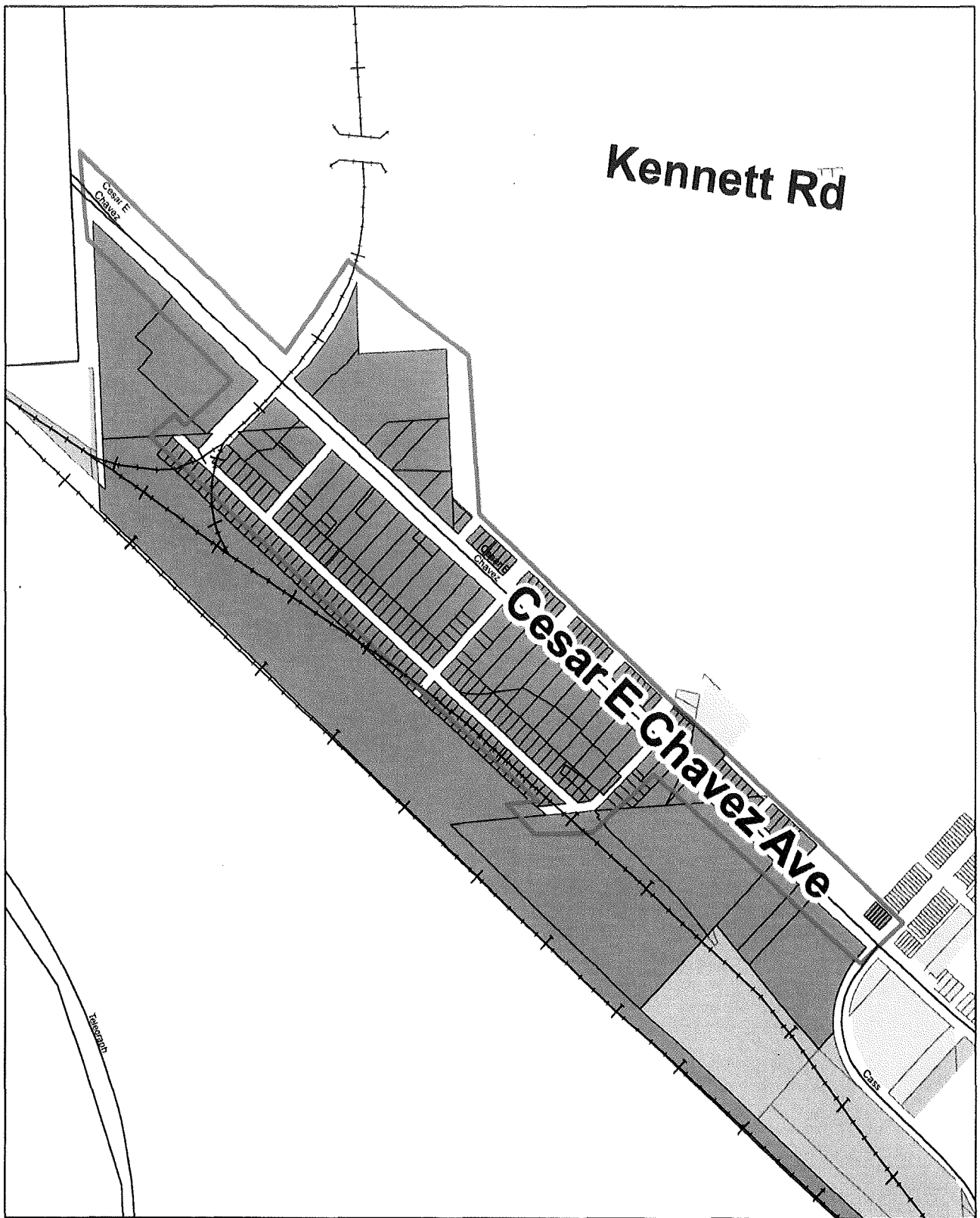
Garland Doyle, Interim City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council on the _____ day of _____, 2018.

Garland Doyle, Interim City Clerk

I further certify that the foregoing was published in a newspaper of general circulation in the City of Pontiac in a manner consistent with the Charter of the City of Pontiac.

Garland Doyle, Interim City Clerk



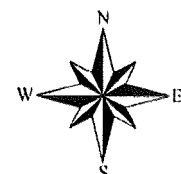
Medical Marihuana Overlay District - Cesar Chavez

- State Roads
- + railroads
- MMOD - Overlay District
- MMOD - Designated Properties

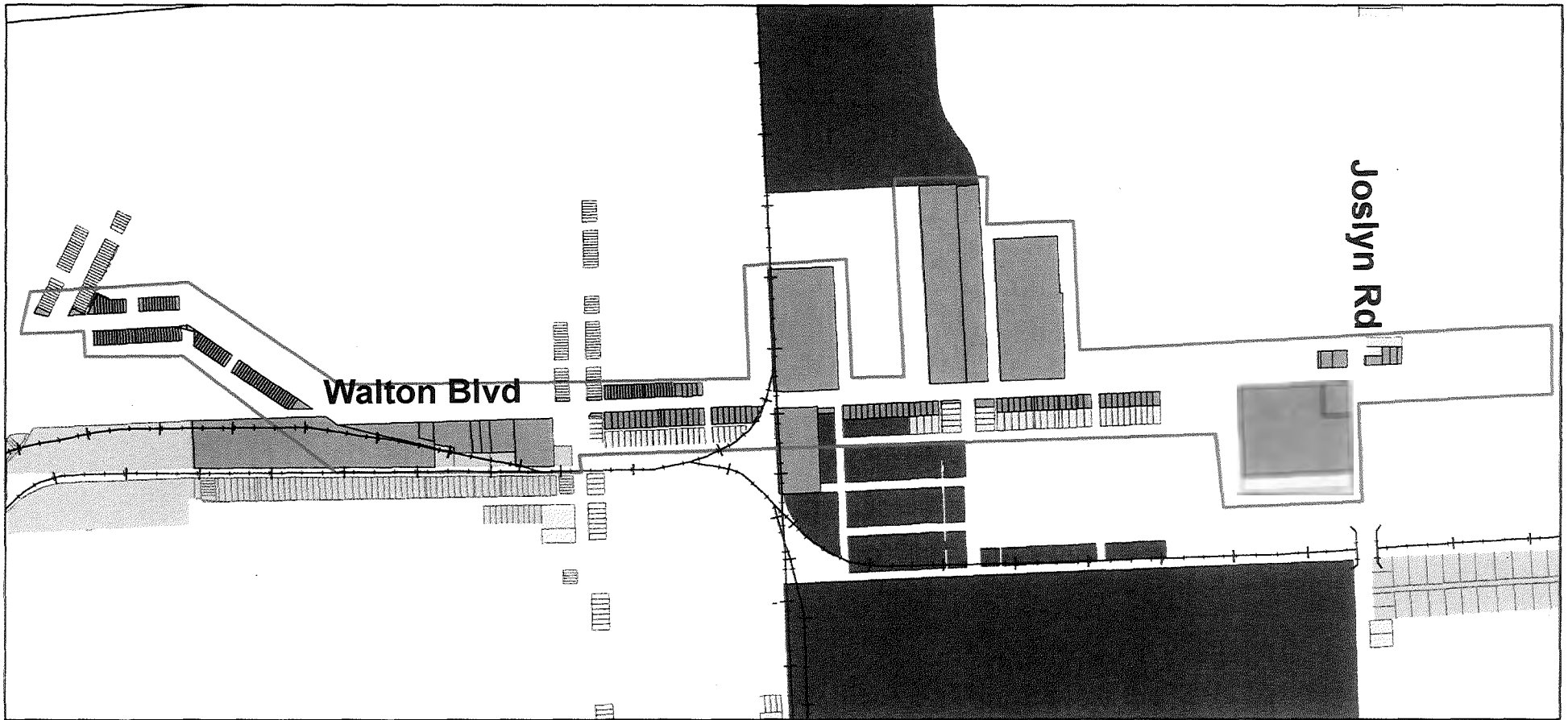
Property Zoning

- C3 - Commercial Corridor
- M1 - Light Manufacturing
- M2 - Heavy Manufacturing

OCTOBER 2018



0 0.1 0.2 Miles



Medical Marihuana Overlay District - Walton Blvd

— State Roads

— railroads

□ MMOD - Overlay District

■ MMOD - Designated Properties

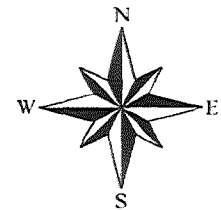
Property Zoning

□ C3 - Commercial Corridor

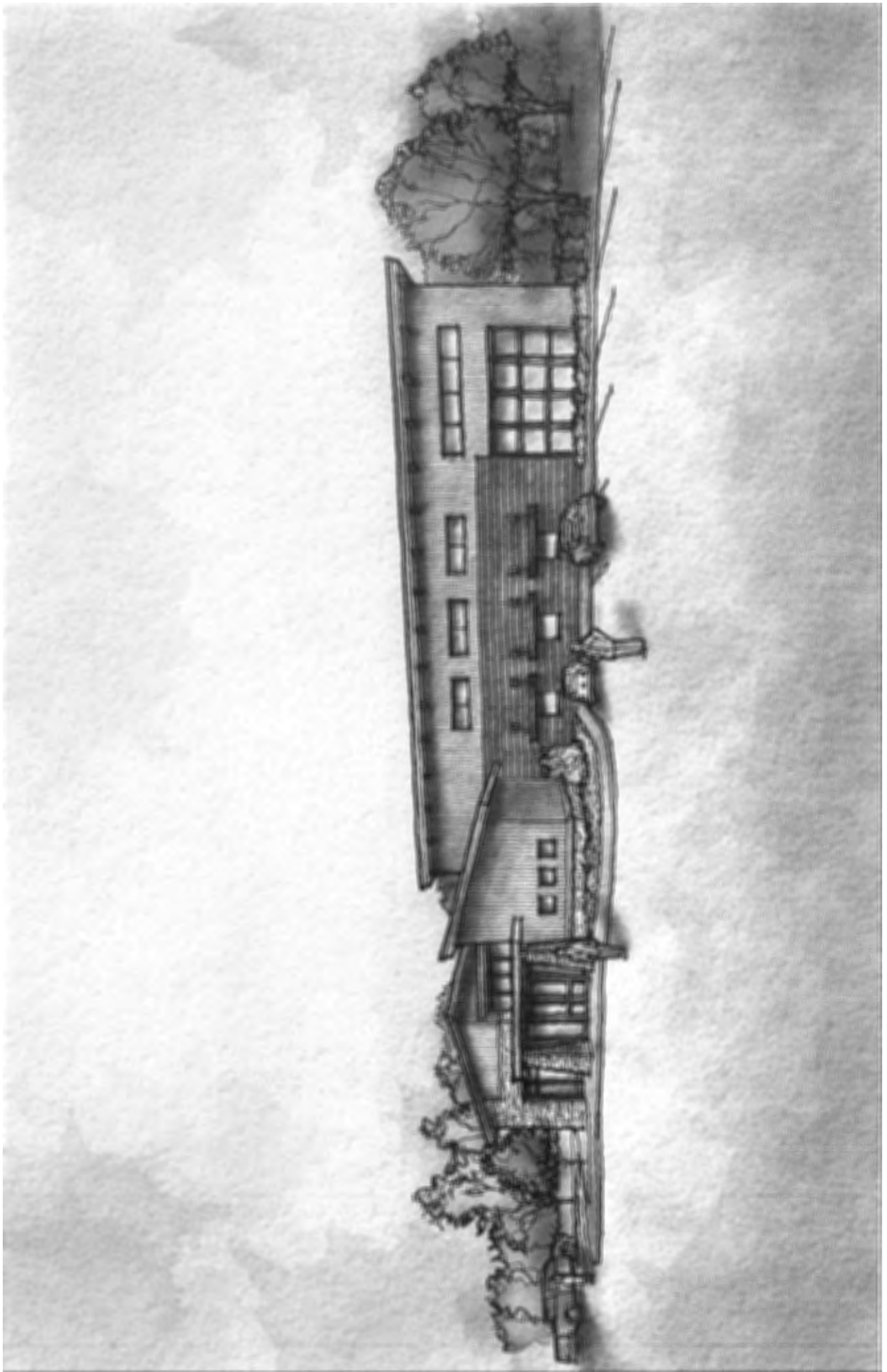
■ M1 - Light Manufacturing

■ M2 - Heavy Manufacturing

OCTOBER 2018



0 0.05 0.1 0.2
Miles





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1844600.002

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**PONTIAC
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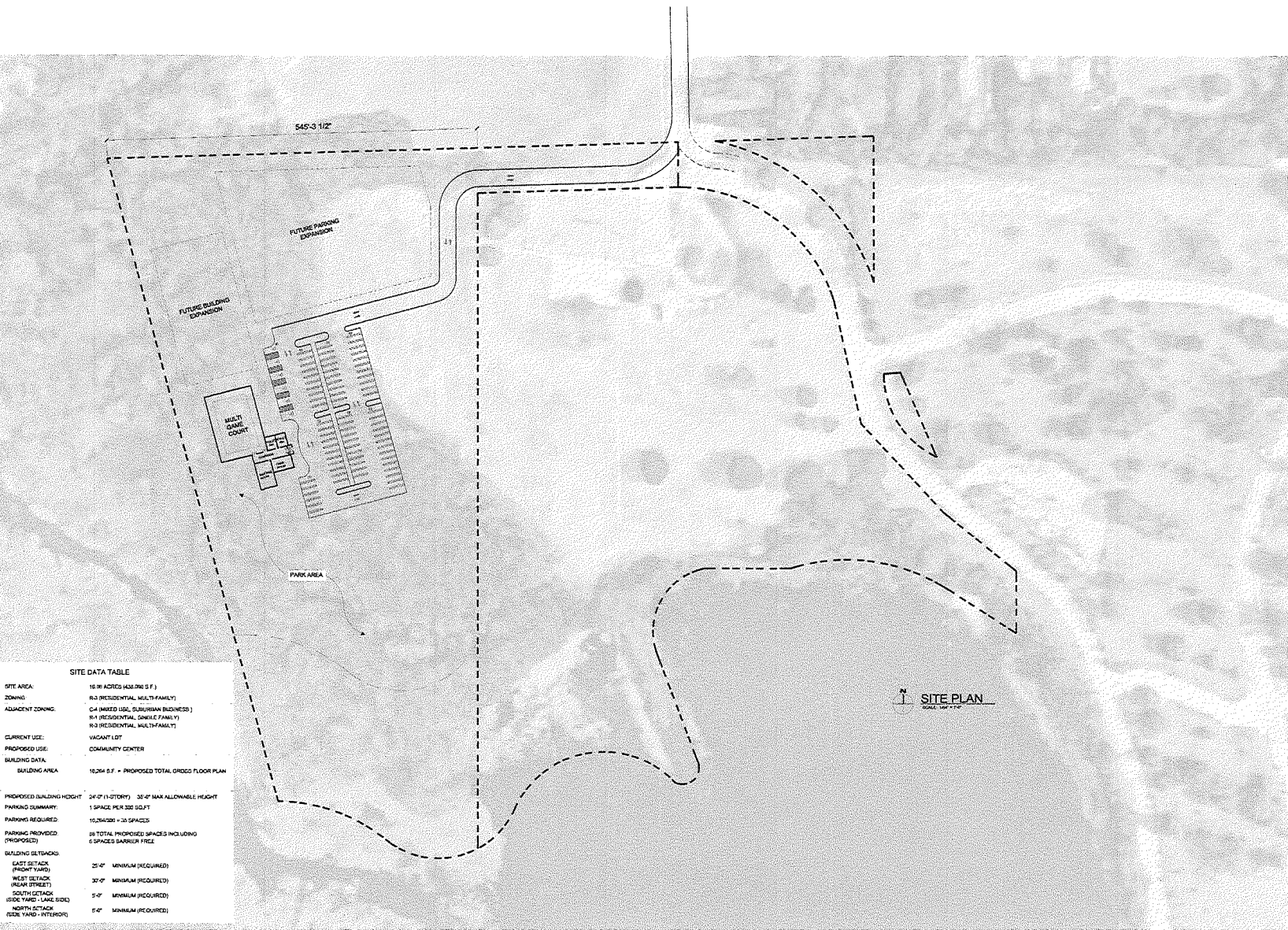
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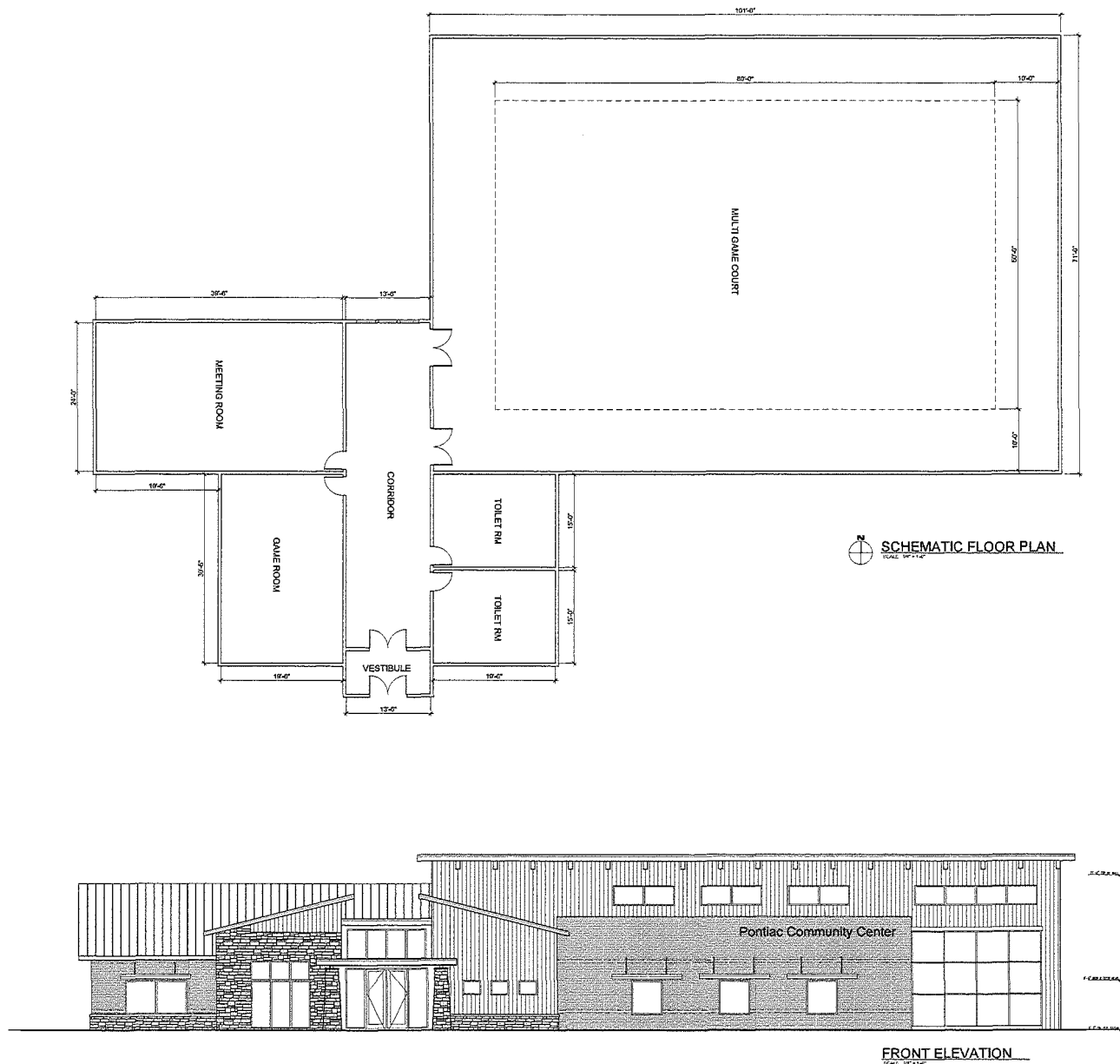
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COMMUNITY CENTER**

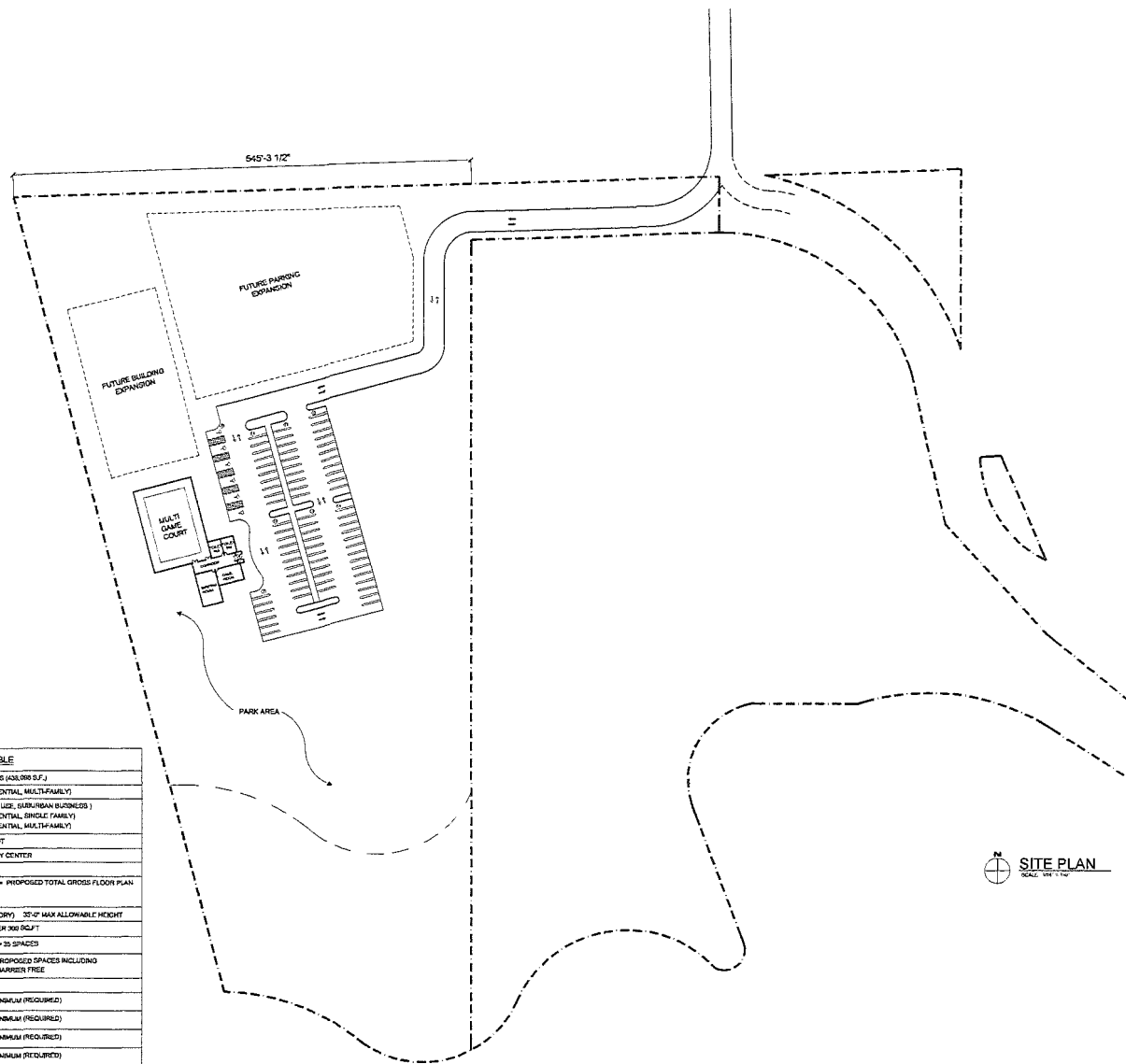
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SITE DATA TABLE	
SITE AREA:	10.08 ACRES (430,088 S.F.)
ZONING:	R-3 (RESIDENTIAL, MULTIFAMILY)
ADJACENT ZONING:	C-4 (MEDICAL USE, SUBURBAN BUSINESS) R-1 (RESIDENTIAL, SINGLE FAMILY) R-3 (RESIDENTIAL, MULTIFAMILY)
CURRENT USE:	VACANT LOT
PROPOSED USE:	COMMUNITY CENTER
BUILDING DATA:	
BUILDING AREA	10,284 S.F., + PROPOSED TOTAL GROSS FLOOR PLAN
PROPOSED BUILDING HEIGHT	
24'-0" (1-STORY) 35'-0" MAX ALLOWABLE HEIGHT	
PARKING SUMMARY:	1 SPACE PER 300 SQ.F.T.
PARKING REQUIRED:	10,284/300 = 35 SPACES
PARKING PROVIDED (PROPOSED):	66 TOTAL PROPOSED SPACES INCLUDING 6 SPACES BARREN TREE
BUILDING SETBACKS:	
EAST SETBACK (FRONT YARD)	35'-0" MINIMUM (REQUIRED)
WEST SETBACK (REAR STREET)	30'-0" MINIMUM (REQUIRED)
SOUTH SETBACK (SIDE YARD - LAKE ROAD)	5'-0" MINIMUM (REQUIRED)
NORTH SETBACK (SIDE YARD - INTERLOCK)	5'-0" MINIMUM (REQUIRED)



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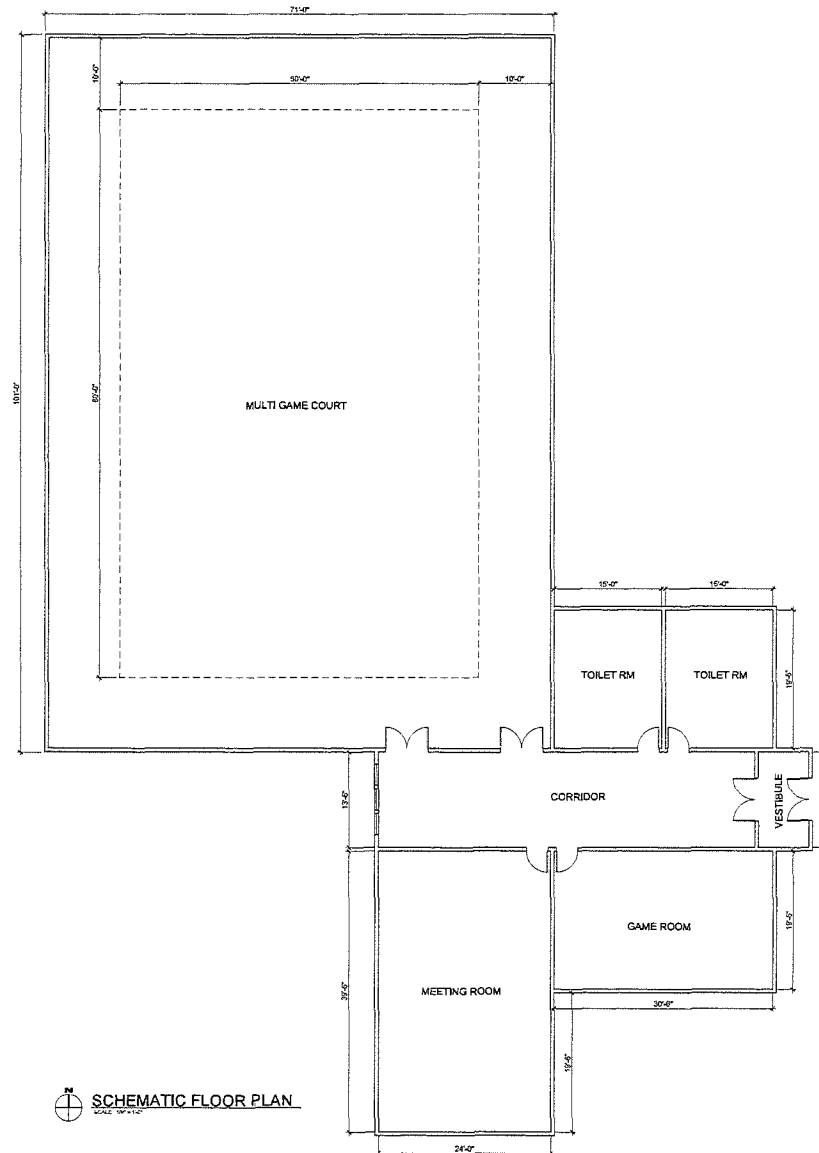
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