



**PONTIAC CITY COUNCIL
FORMAL MEETING
May 1, 2018
6:00 p.m.
20th 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 approve the agenda

Approval of Minutes

1. Special Meeting of April 24, 2018.
2. Regular Study Session Meeting of April 24, 2018.

Closed Session

3. Resolution to go into Closed Session.

Deputy Mayor Report or Departmental Head Report

Recognition of Elected Officials

Agenda Address

Agenda Items for Council Consideration

4. Resolution requiring publication of sale of City-Owned Property.
5. Resolution to enter into a lease agreement with Great Lakes Auto Superstore, LLC for a base amount of \$5,833.33 monthly, plus utilities for a term of forty-eight (48) months.

Public Comment

Mayor, Clerk, City Attorney and Council Closing Comment

Adjournment

April 24, 2018

**Official Proceedings
Pontiac City Council
18th Session of the Tenth Council**

A Special Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, April 24, 2018 at 5:00 p.m. by President Kermit Williams.

Call to Order at 5:02 p.m.

Roll Call

Members Present: Carter, Miller, Waterman and Williams.

Members Absent: Pietila, Taylor-Burks and Woodward.

Mayor Waterman was present.

Clerk announced a quorum.

18-130 **Excuse Councilperson Pietila, Taylor-Burks and Woodward for personal reasons.**
Moved by Councilperson Waterman and second by Councilperson Carter.

Ayes: Miller, Waterman, Williams and Carter

No: None

Motion Carried.

18-131 **Approval of the agenda.** Moved by Councilperson Waterman and second by
Councilperson Carter.

Ayes: Waterman, Williams, Woodward, Carter and Miller

No: None

Motion Carried.

Councilwoman Mary Pietila arrived at 5:05 p.m.

18-132 **Motion to change language from 9th to 10th of the Council Rules and Procedures.**
Moved by Councilperson Pietila and second by Councilperson Waterman.

Be It Resolved that the Pontiac City Council change language from the 9th Council Rules and
Procedures to the 10th Council Rules and Procedures.

Ayes: Waterman, Williams, Carter, Miller and Pietila

No: None

Resolution Passed.

18-133 **Motion to change all comments to 3 minutes.** Moved by Councilperson Waterman and
second by Councilperson Pietila.

Be It Resolved that the Pontiac City Council change public comment and closing comments to three (3)
minutes.

Ayes: Waterman, Williams, Carter, Miller and Pietila

No: None

Resolution Passed.

April 24, 2018

18-134 **Motion to move the Deputy Mayor Report or Departmental Head Report from Formal Meeting agenda to Study Session agenda and add Subcommittee Report as needed under Formal Meeting agenda.** Moved by Councilperson Waterman and second by Councilperson Carter.

Be It Resolved that the Pontiac City Council moves the Deputy Mayor Head Report or Departmental Head Report from the Formal Agenda to the Study Session Agenda and add Subcommittee Report as needed under the Formal Meeting Agenda.

Ayes: Williams, Carter, Miller, Pietila and Waterman

No: Carter

Resolution Passed.

Councilman Don Woodward arrived at 5:27p.m.

Councilwoman Doris Taylor-Burks arrived at 5:40 p.m.

18-135 **Resolution to adopt the 10th Council Rules and Procedures with the changes.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

The 10th Pontiac City Council Rules and Procedures

Effective April 24, 2018

All meetings of the city council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

Meeting Times

The city council meetings will be held every Tuesday of each month beginning at 6:00 p.m. at City Hall in the Council Chambers for formal meetings and/or The City Council Conference Room for Study Session meetings unless otherwise rescheduled by resolution of the council. The Tenth Council has decided to maintain Study Sessions and Formal Meetings. These meeting will alternate week to week.

Formal Meeting

During the formal meetings the City Council proceed through the formal agenda and take action on agenda items.

Special meetings

A special meeting shall be called by the mayor or any two members of council. A 24 hours written notice to each member of the council served personally or left at the councilmember's usual place of residence is required. However, any special meeting at which all council members are present or have given written consent shall be a legal meeting for such purposes, without such written notice. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the council unless the item has been stated in the notice of such meeting.

Posting requirements for regular and special meetings

April 24, 2018

- a. Within 10 days after the first meeting of the council following the election, a public notice stating the dates, times and places of the regular monthly council meetings will be posted at the City Clerk's Office and on the City's web page.
- b. For a rescheduled regular or special meeting of the council, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting at the City Clerk's Office and on the City's web site. Special meeting notices shall also state the purpose of the meeting.
- c. The notice described above is not required for a meeting of the council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the council determine that delay would be detrimental to the city's efforts in responding to the threat.

Minutes of regular and special meetings

The clerk shall attend the council meetings and record all proceedings and resolutions of the council in accordance with the Open Meetings Act. In the absence of the clerk, the deputy clerk shall perform the clerk's duties.

At a minimum, the minutes shall indicate the date, place, type (regular or special), and time of meeting; the names of all elected city officials present at roll call; the name and time of arrival of any elected official not present at roll call; the name and time of departure of any elected official before adjournment; the maker and supporter of all motions and resolutions which are voted upon by the council; an indication of how each council member present voted on a motion or resolution; the call of the chair as to the passage or failure of the motion or resolution; and the time of adjournment. For public comment, only the number of individuals speaking need be included in the minutes. For a public hearing, the name of the person addressing the council and a short description of the nature of the comments.

A copy of the minutes of each regular or special council meeting shall be available for public inspection at the City Clerk's Office during regular business hours.

Conduct of meetings

Meetings to be public

All regular and special meetings of the council shall be open to the public. Citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the council and its committees shall be open to the public, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

Agenda preparation

An agenda for each regular council meeting shall be prepared by the city clerk with the following order of business:

April 24, 2018

The agenda will be as follows for the Formal Meetings.

Formal Meetings

1. Call to order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Authorization to Excuse Members from the Meeting
6. Amendments to and approve of the agenda
7. Approval of the Minutes
8. Subcommittee Report as Needed
9. Special Presentation (If any)
10. Public Hearings (If any)
11. Recognition of Elected Officials (If any)
12. Agenda Address (2 Minute Limit)
13. Agenda Items
14. Public Comment (3 Minute Limit)
15. Mayor, Clerk and Council Closing Comments (3 Minute Limit)
16. Adjournment

The Agenda will be as follows for **Study Session Meetings**

Study Session

1. Call to order
2. Roll Call
3. Authorization to Excuse Members from the Meeting
4. Approval of the Agenda
5. Approval of the Minutes
6. Deputy Mayor report or Departmental Head Report
7. Public Comment
8. Review of all agenda items
9. Adjournment

All items presented to the city council for action shall be placed on the first possible agenda by the city clerk. The deadline to submit an item to the clerk to place on the agenda shall be noon on the Friday before a Study Session Meeting. The clerk shall distribute the agenda by email no later than 5:00 p.m. on Friday. Complete agenda packets, excluding confidential information, shall be posted on the City's web site concurrent with distribution of the agenda packet to the council members.

Any councilmember shall have the right to add items to the regular agenda before it is approved.

Agenda distribution

The clerk is responsible for the agenda distribution, which is emailed to each councilmember forty-eight (48) hours or more prior to each council meeting. In addition, the clerk posts each agenda to the city website 48 hours prior to each meeting for public access. Agendas for special meetings shall be distributed with the notice of special meeting and posted on the City's website.

Quorum

April 24, 2018

A majority of the entire elected or appointed and sworn members of the council shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice. The council may adopt an ordinance to prescribe penalties.

Attendance at council meetings

Council is empowered by Article III – Legislative Branch, Section 3.107 of the charter to adjourn a meeting if a quorum is not present and compel attendance in a manner prescribed by its ordinance. In the event that the member's absences continue for more than five consecutive regular meetings of the council, the council may declare the seat vacant in accordance with Section 3.119 of the charter.

Presiding officer

The presiding officer shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The council president is ordinarily the presiding officer. If the Council President is absent, the Council President Pro Tem will preside over the meeting. In the absence of both the Council President and the Council President Pro Tem at the same meeting, the council member presiding over the meeting shall rotate by District, starting with District one. In the event of a resignation or other permanent absence, that the position shall be filled by nomination and affirmative vote of the majority of Council members serving.

Disorderly conduct

The president may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time or speaking vulgarities. Such person shall be seated until the chair determines whether the person is in order.

Closed meetings

Purpose

Closed meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- a. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting.
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- d. To consult with the municipal attorney or another attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the council.

April 24, 2018

- e. To review the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting.
- f. To consider material exempt from discussion or disclosure by state or federal statute.

Calling closed meetings

At a regular or special meeting, the councilmembers elected or appointed and serving, by a two-thirds roll call vote may call a closed session under the conditions outlined in the Open Meetings Act. The roll call vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

Minutes of closed meetings

A separate set of minutes shall be taken by the clerk or the designated secretary of the council at the closed session. These minutes will be retained by the clerk, shall not be available to the public, and shall only be disclosed if required by civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

Discussion and voting

Rules of parliamentary procedure

The rules of parliamentary practice, as contained in the 11th edition of Robert's Rules of Order, shall govern the council in all cases to which they are applicable, provided they are not in conflict with these rules, city ordinances or applicable state statutes. The City Attorney shall act as the parliamentarian. The chair shall preserve order and decorum and may speak to points of order in preference to other councilmembers. If a point of order is given, it should not exceed two (2) minutes.

Conduct of discussion

During the council discussion and debate, no member shall speak until recognized for that purpose by the chair. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate.

Ordinances and resolutions

A vote on all ordinances and resolutions shall be taken by a roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or by council rules.

Roll Call

April 24, 2018

In all roll call votes, the names of the members of the council shall be called in rotating alphabetical order.

Citizen participation

Each regular and special council meeting agenda shall provide reserved time for citizen participation. During citizen participation, each individual shall address the City Council in an orderly and dignified manner and shall not engage in conduct or language that disrupts, makes fun of, or otherwise impedes the orderly conduct of the Council Meeting. In addition, members of the audience shall not engage in disorderly or boisterous activity including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language, cheering, whistling, or any other acts that disturb, disrupt, or impede, or otherwise interfere with the orderly conduct of the City Council Meeting.

Agenda Address

The Council has included in its agenda a time for Agenda Address. Agenda Address will allow the audience to comment on agenda items on the agenda of the City Council Meeting. The individuals addressing the body will have 2 minutes to complete the Agenda Address. All individuals wishing to participate in the Agenda Address will have to fill out an Agenda Address Card, which will be located in the City Clerk's Office. The Agenda Address Card shall require the person to identify himself or herself, a method of contact, and the subject matter of their comments and such other information the Council President may require. The Agenda Address Card has to be completed and turned in to the Clerk's Office by Monday at 4:30 p.m. to be considered for the following council meeting. Individuals who have submitted an Agenda Address Card to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak.

Public Comment

The Council has included in its agenda a time for Public Comments. The Public Comment portion of the agenda will allow individuals to comment on non-agenda items. The individuals addressing the body will have 3 minutes to complete public comment. All individuals wishing to participate during public comment will have to complete the Public Comment Sign-In Sheet, which will be located in the City Council Chambers on a clipboard.

The Public Comment Sign In-Sheet shall require the person to identify himself or herself, a method of contact, and the subject matter of their comments and such other information the Council President may require. The Public Comment Sign-In Sheet will be picked up before the call of order of the meeting. If your name is not on the Public Comment Sign-In Sheet once picked up, you will not be allowed to speak during Public Comment. Individuals who have submitted their information on the sign in sheet to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak.

Miscellaneous

Suspension of rules

The rules of the council may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that council actions shall conform to state statutes and to the Michigan and United States Constitutions.

Committees

April 24, 2018

Standing and special committees of council

The city shall have the following standing committees:

Finance/Human Resource Committee: Responsible for meeting with the Finance Director to review periodic financial reports; responsible for reviewing the proposed budget. This committee will meet once a month or as needed.

Public Safety Committee: Responsible for meeting with the Mayor and representatives of the City's police, fire, and emergency medical transport service providers. This committee will meet once a month or as needed.

Community Development Committee: Responsible for meeting with the Mayor and Community Development Director concerning the operations and functions of the Community Development Department. This committee will be meeting once a month or as needed.

Public Works/Parks and Recreation Committee: Responsible for meeting with the Mayor and Public Works Director concerning the operations and functions of the Public Works Department. This committee will meet once a month or as needed.

Information Technology Subcommittee: Responsible for meeting with the Mayor and the IT Department concerning the operations and function of the IT Department. This committee will be meeting as needed.

Law and 50th District Court Subcommittee- Responsible for meeting with Judges or Court Reps concerning the operations and functions of the 50th Court. This committee will be meeting as needed.

Forensic Audit Subcommittee- This committee will meet as needed.

Real Estate Subcommittee- This committee will meet as needed.

Cable Subcommittee- This committee will meet as needed.

Committee members will be appointed by the president. They shall be members of the council. The president shall fill any committee vacancies. The committee member shall serve for a term of one year and may be re-appointed. Committees shall be comprised of at least three council members and one alternate who may attend if a regular member is unable to attend. Committees can discuss policy with department heads. Committees cannot make final decisions, but may recommend actions to the Council. Committees may determine their own meeting schedule. Committee meetings at which department heads will be present shall be scheduled at a time mutually acceptable to both the committee and the department head.

Committees shall present both oral and written reports. The committee shall designate a member to prepare the written report for the committee. The written report shall indicate the date and time of the committee meeting, all persons present, and the subject matter of discussion with some detail. If a committee is making a recommendation to the Council as a body, then at least two of the three members of the committee must be noted as being in support of the recommendation.

Special committees may be established for a specific period of time by the president or by a resolution of the council, which specifies the task of the special committee and the date of its dissolution. Special committees shall present reports in the same manner as standing committees.

April 24, 2018

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

President Kermit Williams adjourned the meeting at 5:56 p.m.

SHEILA R. GRANDISON
ACTING CITY CLERK

DRAFT

April 24, 2018

**Official Proceedings
Pontiac City Council
19th Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, April 24, 2018 at 6:00 p.m. by President Kermit Williams.

Call to Order at 6:00 p.m.

Roll Call

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

18-136 **Approval of the agenda.** Moved by Councilperson Waterman and second by Councilperson Carter.

Ayes: Waterman, Williams, Woodward, Carter and Miller
No: None
Motion Carried.

18-137 **Journal of April 17, 2017.** Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

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

Special Presentation – Attorney Darryl Segars, General Counsel for Pontiac School Board

18-138 **Resolution to go into Closed Session.** Moved by Councilperson Woodward and second by Councilperson Carter.

WHEREAS, the Michigan Open Meetings Act Section 8(a), MCL 15.268(a) allows a public body to go into closed session to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting; and,

WHEREAS, the Michigan Open Meetings Act Section 8(h), MCL 15.268(h) allows a public body to go into closed session to consider material exempt from discussion or disclosure by state or federal statute; and,

WHEREAS, the Michigan Freedom of Information Act Section 13(g) exempts from disclosure records subject to the attorney client privilege.

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that it recess into closed session for the reasons authorized in the Open Meetings Act, to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting and to discuss an attorney-client privileged memorandum regarding the marijuana facilities licensing ordinance ballot initiative.

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

April 24, 2018

Council convened out of Closed Session at 7:25 p.m.

Council President open public hearing for sale of vacant land parcel #14-30-354-013 Oriole Rd. at 7:28 p.m.

No public comment.

Council President closed public hearing at 7:29 p.m.

18-139 **Resolution to accept offer from Rushmore Loan Management Services, LLC for \$300.00 to purchase parcel #14-30-354-013.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

City Council accepts the offer from Rushmore Loan Management Services, LLC for \$300.00 to purchase parcel #14-30-354-013.

Be It Further Resolved that the Pontiac City Council authorizes the Mayor and Clerk to execute the sell.

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

No: None

Resolution Passed.

Council President open public hearing for sale of vacant land parcel #14-33-257-013 Elm Street at 7:33 p.m.

No public comment.

Council President closed public hearing at 7:34 p.m.

18-140 **Resolution to accept offer from Mr. Horace Woodson for \$150.00 to purchase parcel #14-33-247-002.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

City Council accepts the offer from Horace Woodson for \$150.00 to purchase parcel #14-33-247-002.

Be It Further Resolved that the Pontiac City Council authorizes the Mayor and Clerk to execute the sell.

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

No: None

Resolution Passed.

Councilwoman Patrice Waterman left meeting at 8:33 p.m.

18-141 **Suspend the Rules.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

April 24, 2018

18-142 **Resolution to approve the creation of one Code Enforcement Manager and four Code Enforcement officers at an estimated cost of \$366,353.30. (includes salary and benefits)**
Moved by Councilperson Woodward and second by Councilperson Pietila.

Whereas, the reinstatement of the Code Enforcement function will help to improve services provided to the residents of the City of Pontiac; and

Whereas, the reinstatement of the Code Enforcement function will ensure that the City's Ordinances are properly enforced; and

Now, Therefore, the Mayor is hereby authorized to reinstate the City's Code Enforcement function and that the following full-time positions be created and funded at the following annual salary rates: 4-Code Enforcement Officers (\$40,000 Annual Salary) and 1 Code Enforcement Manager (\$65,000- Annual Salary). The total annual estimated cost (including benefits) for these positions is \$366,353.30.

Ayes: Pietila, Taylor-Burks, Williams and Woodward

No: Carter and Miller

Resolution Passed.

President Kermit Williams adjourned the meeting at 8:40 p.m.

SHEILA R. GRANDISON
ACTING CITY CLERK

LAW/50TH DISTRICT SUB-COMMITTEE NOTES

April 24, 2018

In attendance:

Council members: Chairman Gloria Miller and Patrice Waterman

Chief Judge: Cynthia Walker

Mayor: Deirdre Waterman

Deputy Mayor: Jane Bais-DiSessa

Start time: 4:06p.m.

I. Negotiating Tickets on line

- 50th District Court has contracted with a company to deal with tickets/ civil infractions on line, but the new procedure has not been implemented yet.
- At the end of May, the Chief Judge would like to speak at a Council meeting regarding the upcoming process of resolving tickets on line.
- Currently, the Sheriff's negotiate tickets/civil infractions with people on Wednesdays; however, the on-line process will reduce the number of days the Sherriff's will need to meet with people.

II. File Maintenance Review

- Another Judicial time study is being conducted for purposes of determining whether there are too many or too few judges in trial courts.
- The tracking is in 5 minute increments which requires the Judges to document all of their time while at work, including pre-trials, trials and post disposition.
- This requirement is added to all dockets.
- 50th District Court currently has four (4) judges.
- When the Court goes down to three (3) judges, a review maybe required and a determination made as to whether to add a part-time magistrate (no benefits will be paid) or a retired judge.

III. Michigan Indigent Defense

- To date, the State approved the plan, but not the money needed for the changes.
- A Judge from 50th District Court and the Court Administrator went to Lansing last week regarding the proposed changes and funding.

IV. Other issues

- * Court recording equipment will be in the court in June
- *Council will have a special meeting and closed session on Friday, April 27, 2018 for purposes of discussing the Phoenix Center.
- *There is a ballot initiative regarding medical marijuana.
- * Parking meters will be discussed at the next meeting.

Adjourned: 5:00 p.m.

City of Pontiac Resolution

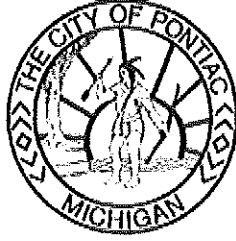


WHEREAS, Clark Hill, PLC presented the Pontiac City Council with a written legal memorandum dated April 26, 2018 providing certain opinions and analysis as requested by the Council; and,

WHEREAS, the April 26, 2018 memorandum from Clark Hill, PLC is exempt from disclosure pursuant to the Freedom of Information Act, MCL 15.243(15)(g); and

WHEREAS, the Michigan Open Meetings Act Section 8(h), MCL 15.268(h) allows a public body to go into closed session to consider material exempt from discussion or disclosure by state or federal statute.

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council through a roll call vote, that it recess into closed session for the reason authorized in the Open Meetings Act, to consider material exempt from discussion exempt from discussion or disclosure by state or federal statute.



CITY OF PONTIAC CITY COUNCIL

**RESOLUTION REQUIRING PUBLICATION OF SALE OF
CITY-OWNED PROPERTY**

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at Pontiac City Hall on May 1, 2018, the following resolution was offered by _____, at 7:30 p.m. and supported by _____.

WHEREAS, on April 24, 2018, the President of the City Council of the City of Pontiac requested a Resolution from the City Attorney requiring publication of the sale of property owned by the City of Pontiac prior to its sale; and

WHEREAS, Charter Section 3.113 allows for the sale of City-owned real property only after notice and public hearing; and

WHEREAS, The City Council additionally desires publication of real property available for purchase;

NOW THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby resolves that no City-owned real property shall be sold without being publicized upon the City website for a period of not less than seven (7) days prior to such sale.

PASSED AND APPROVED BY THE CITY COUNCIL, Pontiac, Michigan, this _____ day of _____, 2018.

AYES: _____

NAYS: _____

I, Sheila Grandison, Interim Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the

City of Pontiac on _____, 2018.

SHEILA GRANDISON, Interim City Clerk

Dated: _____, 2018



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: April 20, 2018

RE: 1399 Joslyn Road Lease

RECEIVED
2018 APR 20 PM 12:27
PONTIAC CITY CLERK

The City of Pontiac Department of Public works has been looking for a garage and yard to house equipment and staff. In the upcoming budget, the Department is looking to in-source snow plowing and pothole patching. In order to do this, we need a garage large enough to house the plow trucks and patching equipment, as well as additional personnel and equipment for future expansion. After searching for a while, we found the right size structure at 1399 Joslyn Road. The lease space is 10,000 SF which is the correct size for our needs as well as adequate area outside the building for personal vehicles of staff and other City vehicles that do not need to be stored in-doors.

The City has negotiated a lease with through the broker for the property for 48 months at \$5,833.33 per month. This totals \$70,000 per year. In addition to the base lease price, the City will be responsible for 35.7% of the utilities to the building and 35.7% of any taxable value increases for the term of the lease. The estimated utility expense is estimated to be \$1,700 per month.

It is the recommendation of the Department of Public Works that the City Council approve the attached lease with Great Lakes Auto Superstore, LLC for 48 months starting May 1, 2018 for a base fee of \$70,000 annually (\$5,833.33/month) plus utilities. This lease has been reviewed and approved by the City Attorney.

WHEREAS, The City of Pontiac negotiated a lease agreement with Great Lakes Auto Superstore, LLC, and;

WHEREAS, The Department of Public Works is in need of a garage and yard for the insourcing of work, and;

WHEREAS, The 48 month lease will provide the Department of Public Works adequate time to assess future needs and work demands.

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorized the Mayor to enter into a lease with Great Lakes Auto Superstore, LLC for a base amount of \$5,833.33 per month plus utilities for a term of 48 months.

JVB

Attachments

BUSINESS PROPERTY LEASE

- | | |
|---------------------------|---|
| DESCRIPTION | 1. THIS LEASE made this _____, 2018 (the "Commencement Date"), by and between Great Lakes Auto Superstore LLC, the Lessor (the "Landlord"), and City of Pontiac, a Michigan municipal corporation, the Lessee, (the "Tenant"). |
| TERM | 2. WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Pontiac, Michigan, County of Oakland, State of Michigan, to wit: an industrial facility containing approximately 28,000 square feet, of which Tenant shall occupy 10,000 square feet, being more commonly known as 1399 Joslyn Avenue, Suite B, Pontiac, Michigan 48340, and as further set forth in Exhibit A (the "Premises"). |
| RENT | 3. For a term of 48 months from the Commencement Date, with one (1) renewal option of one (1) year.

For the rent of said premises for said term, the sum of Seventy Thousand and <u>00/100</u> (\$ 70,000.00) Dollars per year, payable in monthly installments in advance, upon the 1st day of each and every month as follows:

\$ 5,833.33 on or before representing payment of rental for the first month of lease term and a like sum, in advance, on the first (1 st) day of each month thereafter for the next (48) consecutive months. Failure to remit payment timely will result in a fee of \$100.00. |
| Modified Taxes | 3.1. The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay or cause to be paid unto the Landlord at the dates and times mentioned, the rent above reserved. Tenant also agrees that any property tax increase for 2018 through 2022 or later shall be a "shared expense" and paid back to landlord based on a 35.7% of the overall increase to the tax bill. |
| ASSIGNMENT | 4. The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the sum or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate his lease and to reenter and repossess the leased premises. |
| BANKRUPTCY and INSOLVENCY | 5. The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord. |
| RIGHT TO MORTGAGE | 6. The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and building of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon reasonable demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees. |
| USE and OCCUPANCY | 7. It is understood and agreed between parties hereto that said premises during the continuance of this lease shall be used and occupied for generally city-owned or operated Public Works Vehicle and Materials Storage and Maintenance and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and reenter and repossess the leased premises. |
| FIRE | 8. It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent |

herein provided for shall abate entirely in case the entire premises are untenantable. Further in case the leased premises, or the building of which it is a part, shall be destroyed to the extent of more than one-half of the use thereof, the Landlord or Tenant may at their option terminate this lease forthwith by a written notice to the other party.

REPAIRS

9. The Landlord after receiving written notice from Tenant, and having reasonable opportunity thereafter to obtain the necessary equipment and personnel necessary, agrees to keep in good order and repair the Premises. Tenant shall be responsible for, and repair, all damage caused by actions of the Tenant.

INSURANCE

10. The Tenant and Landlord agree to maintain not less than \$2,000,000.00 general liability and property damage insurance throughout the term of this Lease. The policies shall provide thirty (30) days advanced-written notice to all parties prior to termination.

INDEMNITY

- 11A. To the extent permitted by law, Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from (a) any occurrence arising out of the use of the Premises by the Tenant, (b) Tenant's failure to comply with the terms of this Lease, or (c) any negligent act or omission of Tenant, its agents, contractors, suppliers, employees, servants, or business invitees.

- 11B. To the extent permitted by law, Landlord shall indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from (a) any occurrence arising out of the use of the Premises by the Landlord or its lessors, (b) Landlord's failure to comply with the terms of this Lease, or (c) any negligent act or omission of Landlord, its agents, contractors, suppliers, employees, servants, business invitees, or other lessors.

REPAIRS and ALTERATIONS

12. Except as provided in Paragraph 13 hereof, the Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in broom clean condition, and the expiration of the term yield and deliver up the same in a like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall remain the property of the Tenant.

The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs reasonably deemed by the Landlord essential to the use and occupancy of the other parts of the Landlord's building.

EMINENT DOMAIN

13. If the whole or any substantial part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken from the day of the possession of that part shall be required for any public purpose and the rent shall be paid up to that day, and from that day the Tenant shall have the right either to cancel this lease and declare the same null and void or to continue in possession of the remainder of same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises herein leased, provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business.

RESERVATION

14. The Landlord reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Landlord.

CARE of PREMISES

15. The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control clean and free from rubbish and dirt at all times.
16. The Tenant and Landlord shall at his own expense under penalty of forfeiture and damages

promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

**CONDITION
of PREMISES**

17. The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.
18. The Landlord shall not be responsible or liable to the Tenant for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leakage of water, gas, sewer or steam pipes.
19. The Landlord shall be responsible for all exterior maintenance, including but not limited to snow removal and lawn maintenance.

RE-RENTING

20. The Tenant hereby agrees that for a period commencing ninety (90) days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants, and sixty (60) days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary "TO RENT" signs.

HOLDING OVER

21. It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

**GAS, WATER,
HEAT,
ELECTRICITY**

22. The Tenant will pay exactly 35.7% of all charges made against said leased premises for gas, water, and electricity only during the continuance of this lease, as the same shall become due and noticed to the tenant monthly.

**ADVERTISING
DISPLAY**

23. It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

**ACCESS TO
PREMISES**

24. The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at 0 per annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6 hereof.

REENTRY

25. In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the Tenant and each and every occupant to remove and put out.

QUIET ENJOYMENT

26. The Landlord covenants that the said Tenant, on payment of all of the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

**EXPENSES,
DAMAGES,
REENTRY**

27. In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by reentry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

**REMEDIES
Not EXCLUSIVE**

28. It is agreed that each and every of the rights, remedies and benefits provided by this lease to the parties shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits, or any other rights, remedies and benefits allowed by law.

WAIVER

29. One or more waivers of any covenant or condition by the parties shall not be construed as a

waiver of a further breach of the same covenant or condition.

DELAY of POSSESSION

- 30. It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant before, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefore shall be abated and the Landlord's reasonable judgment as to when the premises are ready for occupancy.

NOTICES

- 31. Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the party is in writing addressed to the parties at the below addresses:

Tenant's Address:

CITY OF PONTIAC
ATTN: DEPUTY MAYOR
47450 Woodward Avenue
Pontiac, Michigan 48352

Landlord's Address:

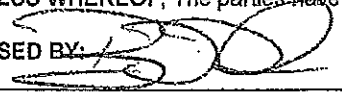
XXXXXXX 1399 JOSLYN AVE SUITE A
PONTIAC, MICHIGAN, 48340

GENERAL

- 32. It is agreed that in this lease the word "he" shall be used as synonymous with the words "she", "it" and "they," and the word "his" synonymous with the words "her," "its" and "their".
- 33. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.
- 34. The Tenant shall not be required to provide a security deposit to the Landlord as part of this Lease.
- 35. Nothing herein shall be construed as a waiver by the Tenant of statutory or common law governmental immunity.

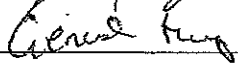
IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

WITNESSED BY:


Barry J. Loucks

LANDLORD

BY:  (L.S.)

ITS:  (L.S.)

TENANT:

BY: _____ (L.S.)

ITS: _____ (L.S.)