

AGENDA REVIEW

PONTIAC CITY COUNCIL

Thursday, October 31, 2013

Noon

236th Session of the Eighth Council

Call to order

Invocation

Moment of Silence

Pledge of Allegiance

Roll Call

Authorization to Excuse Members from Meeting

Approval of Journal

1. October 24, 2013

Recognition of Elected Officials

Public Comment

The public may address the Council during the public discussion portion of the agenda. You must complete a public discussion card located in the City Council Office. Please indicate on the card your name, address, and topic(s) for discussion, and leave your card with the City Council Office staff prior to the start of the meeting at 6:00 p.m. Citizens will be allowed five (5) minutes to discuss city business during a Council meeting; and provided further; the Council President shall determine the order in which each person may speak (City Council Rule VI-D, adopted 2/27/2003)

Agreements

1. Resolution for Conditional Rezoning Agreement Request (1125 N. Perry Street Exotic Fasteners Inc.

Consent Agenda

2. Resolution for Little David's Island Bar, DBA: The Yac Club and/or Porky's Bikini Bar located at 22 E. Kennett Pontiac, Michigan 48340.

Miscellaneous

Resolution for Public Safety Subcommittee Meeting on 10-09-2013 and Special Services Committee Meeting on 10-15-2013.

Closing Comments

Mayor

Deputy Mayor

City Clerk

Council

Adjournment

October 24, 2013

**Official Proceedings
Pontiac City Council
235th Session of the Eighth Council**

A Regular Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, October 24, 2013 at 6:02 P.M. by Councilman Donald Watkins.

Invocation-Pastor Matlock

Moment of Silence

Pledge of Allegiance

Roll Call

Members Present: Carter, Pietila, Watkins, G. Williams and K. Williams.
Absent: Deputy Mayor Glass, Lee Jones and Patrice Waterman.
Clerk announced a quorum.

13-249 **Excuse Councilmembers Lee Jones and Patrice Waterman.** Moved by Councilperson G. Williams and supported by Councilperson Pietila.

Ayes: Carter, Pietila, Watkins, G. Williams and K. Williams
No: None
Motion Carried.

13-250 **Journal.** Moved by Councilperson G. Williams and supported by Councilperson Pietila to approve the Journals of the special meeting minutes and regular meeting minutes on October 17, 2013 and the Special meeting minutes on October 21, 2013.

Ayes: Carter, Pietila, Watkins, G. Williams and K. Williams
No: None
Motion Carried.

13-251 **Resolution to approve the Closed Session Minutes on October 17, 2013.** Moved by Councilperson G. Williams and supported by Councilperson Pietila.

Ayes: Carter, Pietila, Watkins, G. Williams and K. Williams
No: None
Resolution Adopted.

Recognition of Elected Officials -- Commissioner Hatchett, Charter Commissioner Darryl Fowlkes

There were 25 individuals who addressed the body during public comments.

October 24, 2013

13-251 **Resolution for a Memorandum of Understanding between the City of Pontiac and Michigan Homeowner Assistance Nonprofit Housing Corporation regarding the Help for the Hardest Hit Blight Program.** Moved by Councilperson Pietila and supported by Councilperson K. Williams.

Resolved, that the Pontiac City Council, after the review by the City Attorney and Finance Director, and upon the recommendation of the Mayor, approves the Memorandum of Understanding between the City of Pontiac and Michigan Homeowner Assistance Nonprofit Housing Corporation regarding the Help for the Hardest Hit Blight Program, and authorizes the City Administrator to execute the Agreement.

Ayes: Pietila, Watkins, G. Williams and K. Williams.

No: Carter

Resolution Adopted.

13-252 **Resolution to execute an Agreement between the City of Pontiac and Oakland County for the 2013 Oakland County Brownfield Consortium Agreement.** Moved by Councilperson G. Williams and supported by Councilperson Pietila.

Resolved, that the Pontiac City Council, after the review by the City Attorney and Finance Director, and upon the recommendation of the Mayor, approves the 2013 Oakland County Brownfield Consortium Agreement Oakland County and the City of Pontiac and authorizes the City Administrator to execute the Agreement.

Be it further resolved, that the Pontiac City Council designates Mr. Garland Doyle, Deputy Director of Community Development to be the contact person for this Agreement.

Ayes: Carter, Pietila, Watkins and G. Williams.

No: None

Abstain: K. Williams

Resolution Adopted.

13-253 **Resolution regarding the Drain Fund.** Moved by Councilperson Carter and supported by Councilperson Pietila.

Whereas, the Water Resources Commissioner has notified the City of property assessments for nearly 3,200 parcels in the City of Pontiac that specifically benefited the property owner; and, Whereas, the property assessments range from a low of three cents to a high of \$241.16, with an average assessment of \$4.01 per parcel; and,

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

October 24, 2013

Now, therefore, be it resolved, that the Pontiac City Council directs that the City Treasurer spread \$5,865.99 of property assessment on the 2013 winter tax rolls as directed by the Water Resources Commissioner.

Ayes: Carter, Pietila, Watkins and G. Williams.

No: K. Williams

Resolution Adopted.

13-254 **Resolution for Meeting time Change.** Moved by Councilperson K. Williams and supported by Councilperson Pietila.

Whereas, The Pontiac City Council has a scheduled meeting on October 31, 2013 at 6 p.m. in the City Council Chambers (47450 Woodward Avenue Pontiac, Michigan 48342.)

Whereas, The Pontiac City Council will change the time of the meeting to twelve o'clock noon.

Now, Therefore, be it resolved, that the meeting time of the October 31, 2013 City Council Meeting will change to twelve o'clock noon, the location will remain the same.

Ayes: Carter, Pietila, Watkins, G. Williams and K. Williams.

No: None

Resolution Adopted.

Mayor Jukowski, City Clerk Sherikia Hawkins, Councilperson G. Williams, Councilperson Randy Carter, Councilperson Pietila, Councilperson K. Williams and Councilperson Watkins all made closing comments.

13-255 **Adjournment.** Moved by Councilperson K. Williams and supported by Councilperson G. Williams.

Ayes: Carter, Pietila, Watkins, G. Williams and K. Williams.

No: None

Motion Carried.

Meeting Adjourned at 9:41 P.M.

SHERIKIA HAWKINS
CITY CLERK

AGREEMENTS/CONTRACTS

City of Pontiac

Department of Planning

Date: October 29, 2013

To: Honorable Pontiac City Council

From: C. James Sabo, AICP
Professional Planner

Re: Revised Resolution Request from Transition Advisory Board
Conditional Rezoning Agreement Request
1125 N. Perry Street—Exotic Fasteners Inc.

At their October 23, 2013 meeting, the Transition Advisory Board (TAB) requested a revised resolution of approval for the proposed Conditional Rezoning Agreement for 1125 N. Perry Exotic Fasteners Inc. file number PF-13-36 and that the revised approval resolution authorize the City Administrator to execute a Conditional Rezoning Agreement in accordance with Section 6.807 of the Zoning Ordinance. The resolution of support passed by City Council at their October 3, 2013 meeting authorized the Mayor to execute a Conditional Rezoning Agreement for 1125 N. Perry instead of the City Administrator. The TAB requested revised support resolution is detailed here:

Whereas, on June 5, 2013, the Pontiac Planning Commission recommended that the parcel on the southwest corner of Madison Avenue and Arlene Avenue be conditionally rezoned; and,

Whereas, on September 28, 2013, the applicant Exotic Fasteners Inc. signed a conditional zoning agreement with the City of Pontiac;

Now, therefore, be it resolved, that the Pontiac City Council accepts the recommendation of the Pontiac Planning Commission and authorizes the City Administrator to execute a Conditional Rezoning Agreement with Exotic Fasteners Inc. for the property at 1125 N. Perry Street.

Background Data:

Section 6.807 of the Zoning Ordinance grants City Council authority to approve Conditional Rezoning requests from property owners. The ordinance allows property owners to request (conditional rezoning) for development projects with specific conditions or development standards in conjunction with a rezoning request. A "Conditional Rezoning Agreement" listing the specific rezoning conditions is required under Section 6.807. A public hearing and review by the City Planning Commission is also required. The standard procedure for a rezoning request is a recommendation from the Planning Commission to the City Council for official action.

On June 5, 2013, the Planning Commission held a public hearing and reviewed a conditional rezoning request for Exotic Fasteners Inc. 1125 N. Perry Street (PF-13-36). The request was to *conditionally rezone* the property from C-1 Local Business district to M-2 General Industrial district. The applicant proposes to occupy an existing commercial building for the purpose of manufacturing bolts, screws, and rivets defined as NAICS code 332722. The property is located at the southwest corner of Madison Avenue and Arlene Avenue with frontage along N. Perry Street. A map detailing the proposed zoning map amendment of the parcel is attached for review.

In accordance with Section 6.807, the Planning Commission recommended that City Council approve of the conditional rezoning request in conjunction with execution of a Conditional Rezoning Agreement between the City of Pontiac and Exotic Fasteners Incorporated. The Conditional Rezoning Agreement has been reviewed and approved by the City Attorney. The Conditional Rezoning Agreement is attached for review.

CONDITIONAL REZONING AGREEMENT

THIS CONDITIONAL REZONING AGREEMENT is hereby entered into by and between EXOTIC FASTENERS INC., a Michigan corporation, whose address is 1263 Souter Boulevard Troy, Michigan 48083 ("Owner/Developer"), and the CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue Pontiac, Michigan 48342 ("City") on _____, 2013.

RECITALS

- A. Owner/Developer is currently the lessee of certain real property located at the northwest intersection of N. Perry Street and Arlene Avenue Pontiac, Michigan 48340, a single parcel, more specifically described on Exhibit "A", attached hereto ("Property").
- B. Owner/Developer desires to have the Property zoned M-2, General Industrial District under the City of Pontiac Zoning Ordinance ("Zoning Ordinance").
- C. Owner/Developer has voluntarily offered to enter into this Conditional Rezoning Agreement consistent with the Michigan Zoning Enabling Act.
- D. This Conditional Rezoning Agreement is made by the City pursuant to authority granted to the City under MCLA §125.3405, as amended.

E. The City, by action of its City Council at its meeting of _____, 2013, has recommended the voluntary offer of Owner/Developer to enter into this Conditional Rezoning Agreement.

F. The City, by action of the Transition Advisory Board, at its meeting of _____, 2013, has accepted the voluntary offer of Owner/Developer to enter into this Conditional Rezoning Agreement

ARTICLE 1

DESCRIPTION OF DEVELOPMENT

1.1 **Development Description.** The development involves the proposed re-development and use of an existing industrial building for the purpose of manufacturing bolts, screws, and rivets (NAICS Code 332722) within an existing building at the Property, and possible future expansion of the industrial use and other improvements on the Property.

1.2 **Site Plan.** Owner/Developer shall submit drawings and plans for the Property which shall constitute a site plan in support of an M-2 industrial use project, which is an M-2 permitted use subject to site plan approval conditions, ("Site Plan").

ARTICLE 2

REZONING AND CONDITIONS

2.1 **Rezoning.** The City hereby rezones the Property from C-1 Local Business District to M-2 General Industrial District as that term is identified in Article II of the Zoning Ordinance. The following conditions shall apply to such rezoning:

a. The use of the Property shall be limited to approved site plan application number PF-13-70 for 1125 N. Perry Street located at the northwest corner of the intersection of N. Perry Street and Arlene Avenue. The use shall be limited to general industrial use within an existing enclosed building for NAICS Code 332722. With the exception of the approved General Industrial uses, Owner/Developer waives its right to seek approval for any other permitted use or uses permitted subject to special exception permit conditions provided in the

M-2 General Industrial District. Any site plan application for changes to the existing general industrial use shall be reviewed as a permitted use subject to the site plan approval conditions of PF-13-70 and pursuant to the requirements of the Zoning Ordinance.

- b. The site plan approval conditions for PF-13-70 are as follows:
 - 1. Adoption of a conditional rezoning agreement in accordance with Section 6.807 between the City of Pontiac and Exotic Fasteners Inc.
 - 2. Submission of a noise attenuation study by the applicant, in accordance with Section 4.704 of zoning ordinance, for review by the Planning Commission to verify conforming decibel levels of (55dbA and 65 dbA) at the common lot lines of adjacent property for the proposed bolt manufacturing facility.
 - 3. Compliance with Section 4.408 for trash receptacle screening and enclosure.
 - 4. Compliance with Section 4.303 for minimum parking spaces.
 - 5. Compliance with Section 4.305 for minimum barrier free parking standards.
 - 6. Compliance with Section 4.305(f) for parking space double striping.
 - 7. Compliance with all City of Pontiac Departmental code requirements for Engineering, Building, and Fire Departments.
 - 8. Compliance with all City of Pontiac business licensing requirements.
 - 9. Compliance with Article 4 Chapter 4 of the zoning ordinance for landscape and buffering requirements.

c. The Owner/Developer agrees that any other M-2 General Industrial Business District uses are prohibited on the Property.

d. Owner/Developer offers and the City accepts that this Agreement is contingent upon final site plan approval for the permitted use subject to site plan approval conditions for bolt, screw, and rivet manufacturing use NAICS Code 332722 as stated for PF-13-70. Upon submittal and approval of the final site plan for a general industrial use for PF-13-70, this condition shall be deemed satisfied.

2.2 Conditions Subsequent to Re-Zoning. If any of the following events shall occur, then this Conditional Rezoning Agreement shall be null and void and the zoning of the Property will revert to the C-1, Local Business District zoning classification:

- a. If Owner/Developer, at any time prior to the commencement of construction elects to terminate this Agreement by written notice to the City.
- b. Occupation of the existing building for the approved bolt, screw, and rivet manufacturing use pursuant to the approved Site Plan has not commenced within two (2) years

after the recording of this Conditional Rezoning Agreement. This time period may be extended upon application of the Owner/Developer and approved by City Council. In the event the time period is not extended, and construction has not commenced within two (2) years, the reversion process shall be initiated by the City Council/Emergency Manager requesting that the Planning Commission proceed with consideration of rezoning of the land to its former zoning classification.

c. The Property upon which the manufacturing use NAICS Code 332722 bolt and screw manufacturing ceases to be operated as such for twelve consecutive months.

2.3 **Force Majeure.** Notwithstanding anything to the contrary contained in Section 2.2 above, if any failure or inability of Owner/Developer to meet the condition set forth in Section 2.2 is caused by delay beyond the reasonable control of Owner/Developer, such as war, civil insurrection, strike, or Acts of God, then Owner/Developer shall be given an extension of time to satisfy such condition equal to the period of delay.

ARTICLE 3

GENERAL PROVISIONS

3.1 **The City's Representations and Warranties.**

a. **Authority.** The City has the authority to enter into this Conditional Rezoning Agreement and to perform and carry out all obligations, covenants and provisions hereof.

b. **Transfer of Ownership.** The transfer of title of the Property shall not constitute an event of default under this Conditional Rezoning Agreement;

c. **Compliance.** The Conditional Rezoning Agreement complies with the requirements of City Ordinances, including the Zoning Ordinance.

d. **Sole Authority.** The Transition Advisory Board is the sole and appropriate municipal bodies to enter into the Conditional Rezoning Agreement with the Owner/Developer.

e. **Plan Review.** The City will timely review the plans and documents submitted for site plan, building permits, public utilities and signage, and all materials submitted by Owner/Developer to achieve the purposes of this Conditional Rezoning Agreement.

f. **Uses.** The intended land use for the Property is manufacturing for screws, bolts, and rivets NAICS Code 332722, which is a permitted use subject to site plan approval conditions of PF-13-70 and provisions of the Zoning Ordinance.

g. **Restraints.** Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the City's Charter, or any agreement to which the City is a party or by which it is bound.

h. **Disclosure.** No representation or warranty by the City, or any statement or certificate furnished to Owner/Developer pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will fail to state any fact necessary to make the statements contained herein or therein not misleading.

i. **Litigation.** The City has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect the City or its principals from carrying out the covenants and promises made herein.

3.2 **Owner/Developer's Representations and Warranties.**

a. **Organization.** Owner/Developer is duly organized and validly existing, in good standing under the laws of the State of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of the Conditional Rezoning Agreement.

b. **Authorization.** The execution and delivery of this Conditional Rezoning Agreement and consummation of the transactions contemplated hereby have been duly authorized by Owner/Developer.

c. **Restraints.** Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, Owner/Developer's organizational documents, or any agreement to which the Owner/Developer is a party or by which it is bound.

d. **Disclosure.** No representation or warranty by the Owner/Developer, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will fail to state any fact necessary to make the statements contained herein or therein not misleading.

e. **Litigation.** Owner/Developer has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect Owner/Developer or its principals from carrying out the covenants and promises made herein.

f. **Voluntary Offer.** Owner/Developer represents and warrants that it has voluntarily offered to enter into this Conditional Rezoning Agreement and Owner/Developer shall not commence any action after the date hereof against the City asserting that it did not voluntarily offer to enter into this Conditional Rezoning Agreement.

ARTICLE 4

NOTICES

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Conditional Rezoning Agreement shall be given in writing, signed by an authorized representative of the City or Owner/Developer and mailed by

certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by facsimile transmission to a party as follows:

To City: City of Pontiac
Community Development Director
47450 Woodward Avenue
Pontiac, Michigan 48342
Tel: (248) 758-3000 Fax: (248) 758-3292

To Owner/Developer: Exotic Fasteners Incorporated
c/o Jimmy Lumani
1263 Souter Boulevard
Troy, Michigan 48083
Tel: (248) 583-3610 Fax: (248) 583-3280

All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by facsimile or other electronic means is verified or two days after mailing by registered or certified mail. Any party may by notice given under this Conditional Rezoning Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

ARTICLE 5

MISCELLANEOUS

5.1 **Non-Liability of City, Officials and Employees.** No City officer, employee, Planning Commissioner, City Council Member, elected or appointed official, attorneys, consultants, advisors, agents and representatives, shall be personally liable to Owner/Developer for any default or breach by the City of any obligation under this Conditional Rezoning Agreement or in any manner arising out of the performance of this Conditional Rezoning Agreement by any party.

5.2 **Successors/Provisions Running With the Land.** All or a portion of the Property, including all improvements thereon, may be sold, transferred or conveyed, in whole or in part, provided that this Agreement shall inure to the benefit of and shall bind the parties hereto and any

assignee, transferee or successor in interest to the Owner/Developer shall be bound by the terms and conditions of this Agreement. The provisions of this Conditional Rezoning Agreement shall be deemed benefits and burdens which shall run with the Property.

5.3 **Recording.** This Conditional Rezoning Agreement shall be recorded with the Oakland County Register of Deeds at the expense of Owner/Developer.

5.4 **Complete Agreement.** This Conditional Rezoning Agreement and the Site Plan, which was approved on September 4, 2013 for development of the Property as a condition of this Agreement, constitutes the entire agreement between the parties with respect to the subject of this Conditional Rezoning Agreement, and supersede all prior and contemporaneous oral and written representations, statements, promises, agreements or undertakings made by either party or agent of either party that are not contained in this Agreement. This Agreement may not be amended or its terms varied except in writing and signed by the required parties.

5.5 **Conflicts.** In the event of conflict between the provisions of this Conditional Rezoning Agreement and any provision of the Zoning Ordinance either existing on the date hereof or adopted in the future, the provisions of this Conditional Rezoning Agreement shall prevail.

5.6 **Default Remedies of Owner/Developer.** The City shall not be in default in any term or condition of this Agreement unless and until Owner/Developer has provided the City with written notice that the City has failed to comply with an obligation under this Agreement, and the City has failed to cure such failure within sixty (60) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case the City has failed to commence to cure within such period and thereafter diligently pursued the cure.

5.7 **Default Remedies of City.** Owner/Developer shall not be in default in any term or condition of this Agreement unless and until the City has provided Owner/Developer with written notice that Owner/Developer has failed to comply with an obligation under this Agreement, and Owner/Developer has failed to cure such failure within sixty (60) days of the

written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case Owner/Developer has failed to commence the cure within such period and thereafter diligently pursued the cure.

5.8 **Third Party Beneficiaries.** No term or provision of this Conditional Rezoning Agreement is intended to be, or shall be, for the benefit of any person not a party to the Agreement, and no such person shall have any right or cause of action hereunder.

5.9 **Severability.** The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses, or provisions hereof, which shall remain valid and enforceable to the fullest extent permitted by law.

5.10 **Waiver of Breach.** A party to this Agreement does not waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. No failure of a party to insist upon strict performance of any covenant, agreement, term or condition of this Conditional Rezoning Agreement or to the exercise of any right or remedy in the event of a default shall constitute a waiver of any such default in such covenant, agreement, term, or condition.

5.11 **Governing Law.** This Conditional Rezoning Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Owner/Developer agrees consents and submits to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan, for any action brought against it arising out of this Conditional Rezoning Agreement.

5.12 **Joint Drafting.** This Conditional Rezoning Agreement has been negotiated by the parties based upon the voluntary offer of conditions made by the Owner/Developer, and each

party has joined in and contributed to its drafting. Accordingly, there shall be no presumption favoring or burdening any of the parties based upon draftsmanship.

THE UNDERSIGNED HAVE EXECUTED THIS CONDITIONAL REZONING AGREEMENT AS OF THE DATE SET FORTH ABOVE.

WITNESS:

OWNER/DEVELOPER:

**EXOTIC FASTENERS INCORPORATED,
a Michigan private corporation**

Marie Shock-Kunert

Jimmy Lumani
By: *Jimmy Lumani*
Jimmy Lumani
Its: Owners

STATE OF MICHIGAN)
)
 ss.
COUNTY OF OAKLAND)

On this 28th day of September 2013, before me appeared Jimmy Lumani to me personally known, who, being by me duly sworn, did said that he is Owner of Exotic Fasteners Incorporated, and that said instrument was signed and sealed on behalf of said corporation, by the authority of its governing body, and they acknowledge said instrument to be the free act and deed of said corporation.

Marie Shock-Kunert
Marie Shock-Kunert Notary Public
Oakland County, Michigan
My Commission Expires: 2/19/19
Acting in the County of Oakland

MARIE SHOCK-KUNERT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Comm. Exp. 2/19/2019
Acting in the County of Oakland
Date 9/28/13

WITNESSES:

CITY:

**CITY OF PONTIAC,
a Michigan municipal corporation.**

By: _____
Joseph M. Sobota, M.P.A.
Its: City Administrator

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

ss.

On this _____ day of _____ 2013, before me appeared Joseph M. Sobota, M.P.A., to me personally known, who, being by me duly sworn, did said that he is the City Administrator of the City of Pontiac, and that said instrument was signed and sealed on behalf of said City, by the authority of the Transition Advisory Board and they acknowledge said instrument to be the free act and deed of said City.

_____, Notary Public

County, Michigan
My Commission Expires: _____
Acting in the County of _____

EXHIBIT "A"

LEGAL DESCRIPTIONS

LAND SITUATED IN PART OF THE N.E. ¼ OF SECTION 21, TOWN 3 NORTH, RANGE 10 EAST, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, 2 PARCELS DESCRIBED AS:

PARCEL (1) TAX ID# 14-21-226-004

BEG AT A PT LOC S 00-06-00 W 43 FT & N 89-36-15 W 43 FT FROM NE COR SEC 21 TH N 89-36-15 W ALG S LI MADISON AVE 534 FT TH S 38-14-13 W 610.35 FT TO A PT ON E LI CEMETERY PROPERTY TH S 00-28-04 W ALG SD E LI 39.58 FT TH S 51-45-47 E 672.10 FT TO A PT 9 FT MEASURED AT RT ANG FROM W LI OF PERRY ST TH N 45-33-52 E PARA TO C/L PERRY ST 536.65 FT TO W LI OF ARLENE ST TH N 00-06-00 E ALG SD W LI PARA TO E LI SEC 21, 555.55 FT TO P.O.B.

CONTAINING 13.283 ACRES

PARCEL (2) TAX ID#14-21-226-004

BEG AT PT DIST S 00-06-00 W 568.65 FT & S 45-33-52 W 60.32 FT FROM NE SEC COR, TH S 45-33-52 W 526.63 FT ALG NWLY LINE OF PERRY ST, TH N 51-45-47 W 9.07 FT, TH N 45-3-52 E 536.65 FT, TH S 00-06-00 W 12.63 FT ALG W LINE OF ARLENE ST TO BEG

CONTAINING 0.11 ACRES

CONSENT AGENDA

Pontiac City Council Resolution



WHEREAS, pursuant to Section 1-24 of the Municipal Code, the city Council has the authority to suspend or revoke any license or permit issued pursuant to the Pontiac Municipal code after notice and hearing;

WHEREAS, Section 10-107, 10-164, 10-193, 10-194, 10-195 and any other relevant sections of the Code, permit the Council to revoke any liquor licenses or entertainment permits after notice and hearing for the reasons listed in the Code;

WHEREAS, Council was presented with a signed letter for Sgt. Gerald Schroeder of the Oakland County Sheriff detailing several Code violations by Little David's Island Bar, DBA: The Yac Club and/or Pork's Bikini Bar, located at 22 E. Kennett, Pontiac Michigan 48340;

WHEREAS, Council was also presented with a decision of the Michigan Liquor Control Commission detailing several additional violations and a plea agreement by Little David's Island Bar, DBA: The Yac Club and/or Porky's Bikini Bar;

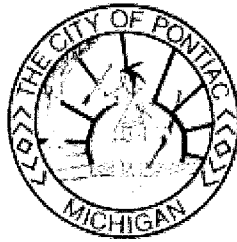
WHEREAS, it is in the best interest of the City to conduct a hearing regarding the above violations to determine if any applicable liquor licenses and/or entertainment permits should be revoked for violations of 10-195 and/or any other relevant Code sections;

NOW THEREFORE, BE IT RESOLVED, that a hearing shall be held on November 21, 2013 before city Council regarding the above subject matter where the responsible parties may present evidence, testimony, and confront any adverse witness;

NOW THEREFORE BE IT RESOLVED, that notice of such a hearing shall be mailed out pursuant to section 10-194 of the Code.

MISCELLANEOUS

Pontiac City Council Resolution



Be It Further Resolved that The Pontiac City Council has accepted the written and oral report for the Public Safety Sub Committee meeting that took place on October 9, 2013 and the Public Safety Sub Committee meeting that took place on October 15, 2013, The City Clerk will properly file and keep all records.

RESOLUTION DATED: October 31, 2013

Public Safety Subcommittee Report 10-09-2013

Attendance: G. Williams, M. Pietila,(City Council) Sgt. Miller , Sgt. Wooster(Sheriff's Dept.) M. Covey(Waterford Regional Fire) B. Long(Star) Mayor's office Mayor Jukoski, S. Scott

Meeting started 5:00 pm by G. Williams ask report from Sheriff's Dept. Sgt. Miller stated that things were going good normal calls. Sgt. Miller introduces Sgt. Wooster as a new sergeant coming to the afternoon shift. Sgt. Miller handed out stat sheets of crime in Pontiac. After short discussion it was determined homicides were down 50% with 6 totals for the year so far.

A report was asked from Waterford Regional Fire; Matt stated fires were down from last year. Abandon homes fires are down. No other questions.

Brian was asked report from star; he stated everything was going good. The car seat inspections, nine car seat

were replaced. He also stated Star is up to 211 full time and part time employees.

Adjourn 5:35pm

SPECIAL SERVICES SUB COMMITTEE MEETING

October 15, 2013

Person at meeting.

Council Randy Carter, Councilwoman Mary Pietila, Councilman George William, Mr. Joseph Sobota and "Chip" of Wade and Trim.

Subject to be discuss:

- Street repair, bid information
- Hardest Hit information
- Oakland County Brownfield Information
- Street Vendors

Question: I asked why our city Brownfield plan was not used.

Joe: The Oakland County Brownfield Plan was actually a grant the County receive to allow cities and townships to receive up to 60,000 dollars for phase 1 and phase 2 environment studies.

Question: Was there a recent environmental study done, regarding the Allege Kenneth Road Landfill.

Joe: Yes I believe during the time of Mayor Moore, Phase 1 mean and historical survey, which could date back to the 80's, really would not change much.

Question phase 2 means: Would allow for a study with soil sample that might be needed, depending on what was found during phase 1, remember this was an uncapped Landfill not used in 30 years or more.

Question: Why was Kenneth Road Landfill, not identified by a parcel number and detail map, during the negotiations with Mr. Schimmel and Rizzo?

Joe: I can provide you with that number? No need too I have that number, didn't answer my question.

Question When the Silverdome, was being purchased by Mr. Parker paid for the boring of soil sample, before he could purchase it or to develop it.

Joe: You the buyer are responsible for checking before breaking the ground and redevelopment of a new project.

Question pertaining to lot nine; was there ever an environment study?

Joe: Maybe, Maybe not?

Question Even though Lot 9 was sold at least five times to and from the city.

Joe: No one ask to develop it? It is the Buyer responsibility to check the soil, almost no different for a home owner who buy a house, does a title search, also this last purchase was enter with a New Agreement.

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Question Rizzo. Purchasing one the Fiero Plant building property, will not need an environmental study, because they will not break the ground as per the agreements of General Motors, The Racer Trust and American Dismantling.

HARDEST HIT PROGRAM:

Question regarding location.

Joe: The potential property that may be available for demo, is listed in the council package under agreement #2, it is also listed I think on the city website.

Question Mary House on Jefferson and Kimball was left with a bunch of rubble left behind after the Demo.

Chip it is necessary to phone Jeff Bowdell on the speaker phone.

Question George: Our council desires a coffee supply.

Joe: I will look into it.

Jeff Bowdell on the phone Hello we have here presented and myself chip and randy, George, Mary and Joe

Question covering Memos that were provided at the meeting to proposed Outside Food Sales on vacant Lots to recap of last month's meeting, James, Jeff and chip were to review.

Question items from last month's were already listed in ordinance 2.538 pertain to outdoor retail sale, are allow in commercial area.

Question A permit is necessary for One Day or Per Day for Special Event Vendor, we are not sure of the cost..

Question during the summer I only need Fri., sat or Sunday, then a better choice would be a whole year, would be cheaper, Special Event, Dream Cruise, I have provided copies for you plus the application. Seasonal affair section of our ordinance exists already, for thing like a Farmer Market which is seasonal and temporary sales. Some of the revision was done by Mr. Schimmel.

Question a central Dept such as a CDC, Not for Profit or Farmer Market act. Has never been created for our city, at which a license could be purchase can be used as an umbrella for the local vendor could organize and get the peddlers permits under. Since local vendor always face mutable road block, just to receive a permit, from the health dept. then they must purchase a business license from the city, this method could eliminate the road block.

Question The largest event this city has is the dream cruise, which is very complicated and costly that Wade and Trim has to deal with Pastor Jones?

Joe: Pastor Jones paid for Police, Fire and medical and he get the benefits?

Question Mary: Does pastor Jones or the coalition pays for it?

Joe: He is the face of the group, but the cruise does come up for bids each year and for reviews and has monies ready to go for the last two years.

Question back to vendors, it's been Wade Trim and city position cannot use owner permission to establish a site for say bar-b-queue pits in an residential district, remember when you buy a house in a residential area the citizen have already stated what the area look like, you are asking us to under minded the neighbor right to establish a new simple business and allow it on a vacant lot

Question We the city have spent some twenty years on zoning rules to become stable or the law. People come in Friday an expect to have the rules change for the upcoming Sunday event? Does anybody ask the people if they have a say, by request to a subversive ruling to violate a planning or zoning ordinance.

Question we need a better method or flow chart, maybe a simple one-pager, are we working for an objective solution, such as a reasonable approach with 60,000 people in our city.

Question in layman terms within the package before us, language, such as built-in public input objection such as 150 feet of egress or ingress also need owner permission and where is the site plan or floor plan layout, and remember certain district have residential and commercial, such as near what street? Major Street or Type A or B Roads and special land use. There was some complaint generated not many by some whom dislike this type or venture. Bar-B-Queue location at certain stores.

Question: President Jones suggested requesting other type or vendor, like retail?

Chip: Retail is already provided in the commercial area.

Question: What is a license or permit?

Joe: Special event or temporary use license is a zoning issue a peddler is difference this is Mobil which is part of the business license process which by itself is not very selective or specific like an Ice-cream truck.

Chip: let's talk an Idea food truck? But on a part time basic on to make a few dollars, there exist in city of Kalamazoo, has created an ordinance for TEN license per year, for their food truck, this food truck is special and very simple it a type of trailer with wheel or carried in the back of a truck.

Question Me: Grand Rapids allows Mobil Bar-B-Queue pit, maybe we can draft this type of ordinance for The City of Pontiac, with a limited first come first serve. This will serve someone like Carl or Eddie whom have trailers. These food trucks are assign to establish on certain area to arrive at a specific time and be physically removed at a specific time also all material and hot coals must be removed.

Question Jeff: We are addressing three different ordinances to modify; this could be a good thing, such as downtown by not being compatible for this type of food service does not exist.

Question Joe: Maybe chip could review this information by next meeting. But let's also remember some have oil drum chained to a post at certain stores and they have been there all year, these do not qualify, as these are stationary and permits, thereby making it difficult for the portable vendors, for there are safety risk involve and somebody will be held responsible and libels for what if a kid act. Throws hot coals left over and damage occur or a grass fire or building might catch on fire.

Question to be consider for a check list, maintain area, welcome by visitors in our city and a type of visibility not to be conspired as blight. The End 5:53 pm

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NOTES
