COPIES OF THE DISBURSEMENT LIST ARE NOW AVAILABLE IN THE CONTROLLER'S OFFICE

January 21, 2009

TO: Steve Truman, City Manager

FROM: Tony Lipinski [redacted]

RE: Resolution from City Council to Renew Lions Park Lease

Please consider this request to place on the agenda for the next City Council Meeting the following agenda item:

Request adoption of Resolution to review lease of 6 ½ acres of vacant property located north of Fountain Elementary School (known as City of Roseville Lions Park).

Lions Park is leased through the Roseville Community Schools. The five year lease expired November 1 and the City has the option to review this lease within one year of expiration at a rate of $1.00 per year.

Mr. Kment is aware of our intent to renew this lease. Attached is a copy of the current lease and correspondence from the last renewal.

Should you need further information please let me know.

cc:Parks & Recreation Board

LEASE

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR THE LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

THIS MEMORANDUM WITNESSETH: That **Roseville Community School District - 18975 Church Street, Roseville, Michigan, 48066**, hereinafter designated as the Landlord, does hereby LET AND LEASE to **City of Roseville, a Michigan, Municipal Corporation, 29777 Gratiot Avenue, Roseville, Michigan, 48066**, herein after designated as the TENANT, the following premises in the City of Roseville, Macomb County, Michigan, Viz: –

Approximately six and one-half (6-1/2) acres of vacant property located North of Fountain School, more particularly described as: Section 18, commencing at the NE Corner of Section 18; thence S 89° 01' 20" W 668.73 feet; thence S 01° 08' 10" E 333.0 feet to the point of beginning; thence S 01° 08' 10" E 590.0 feet; thence S 89° 47' 30" W 471.5 feet; thence N 01° 13' 40" W 485.0 feet; thence N 89° 01' 20" E 472.66 feet to the point of beginning.

North portion of Parcel 14-18-226-49

for a term beginning the 1st day of November, 2003 and ending the 31st day of October, 2008 to be used and occupied only for City Park.

PROVIDED, In case any rent shall be due and unpaid or default be made in any of the covenants herein contained, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, re-possess the said premises and the Tenant and each and every occupant to remove and put out.

The Tenant hereby hires said premises for the term aforesaid, and covenants:

1. To pay the Landlord as rental for said premises the sum of ONE AND 00/100 ($1.00) Dollar upon delivery hereof, and a like sum in advance on the 1st day of November each calendar year thereafter during the term.
2. To use and occupy the said premises only for the purposes for which they are let to him, and that he will not permit intoxicating liquors to be stored, sold, used, or manufactured upon the premises.
3. To keep the premises in accordance with all police, sanitary and other regulations imposed by any government authority.
4. To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the premises tending to reduce fire hazards and insurance rates and not permit nor allow any rubbish, waste material or products to accumulate on the premises.
5. That in event the Tenant is declared a bankrupt or the Tenant's estate passes into the custody of a receiver appointed by a Court, this Lease shall, at the option of the Landlord, terminate upon thirty days' notice.
6. That he will not assign the Lease nor sublet the premises nor any part thereof without the consent of the Landlord thereto endorsed hereon in writing.
7. To keep the premises, including the equipment and fixtures of every kind and nature, during the term in as good repair, and at the expiration thereof yield and deliver up the same in like condition as when taken, reasonable wear thereof and damage by the elements excepted.
8. That in event he shall hold over after the expiration of the term demised for a sufficient period of time to create a renewal of this Lease by operation of law, that any renewal or future right of possession not evidenced by an instrument in writing, executed and delivered by the Landlord, shall be a tenancy from calendar month to calendar month and for no longer term.
9. If the demised premises become wholly untenantable through damage or destruction by fire not occasioned by the negligence of the Tenant, this Lease shall be void; if partially untenantable, the Landlord shall repair the same with all convenient speed, and the obligation of the Tenant to pay the monthly rental shall continue in full force provided such repairs shall be completed within forty days.

The Landlord covenants: That the Tenant, on payment of the rental at the time and in the manner aforesaid and performing of all of the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the demised premises for the term aforesaid.

It is expressly agreed between the Landlord and the Tenant, that if during the demised term proceedings shall be instituted under the power of eminent domain which shall in an eviction total or partial of the Tenant that at the time the trial of such proceedings shall commence this Lease shall be void and the term above demised shall cease and terminate, and if the Tenant continue in possession he shall be a Tenant from month to month, and for no longer term, anything in this instrument to the contrary notwithstanding.

LEASE

10. TERMINATION. Upon the termination of this Lease, Tenant shall have the right to remove any and all improvements to the leased premises, provided property is restored to its pre-lease condition.

11. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. Incorporated and made a part of this Lease is the Hold Harmless Agreement between the City of Roseville and the Roseville Community School District dated February 14, 1989, the terms and provisions of which shall apply to the City of Roseville's use and occupancy of the leased premises.

12. LANDLORD'S RIGHT TO TERMINATE LEASE. Landlord reserves the right to terminate this Lease upon one hundred twenty (120) days notice in the event the Roseville Community School Board authorizes the development of this property as residential lots for its vocational education programs.

The covenants and conditions herein shall bind the heirs, representatives and assigns of the Landlord and the Tenant and if more than one joins in the execution hereof as Landlord or Tenant, or they or either of them be of the feminine sex, or a corporation, such words and the pronouns and other relative words shall be read as if written in the plural, feminine and neuter, respectively.

TRUTH IN RENTING ACT PROVISIONS: Landlord and Tenant specifically agree that this lease shall not, is not intended, nor shall it be construed, to violate any of the provisions of the Truth in Renting Act. If, however, any provision of this lease does in fact reach any such result, then such provision shall be null and void, but the other provisions of this lease shall continue to remain in full force and effect.

The address of the landlord for purposes of notice under the Truth in Renting Act and for all other purposes is 18975 Church Street, Roseville, Michigan, 48066.

Signed, sealed and delivered this 5 day of DECEMBER, 2005.

In Presence of:

[redacted]

ROSEVILLE COMMUNITY SCHOOLS

BY: [redacted]
JOHN KMENT, Its Superintendent

CITY OF ROSEVILLE, A MICHIGAN MUNICIPAL CORPORATION

BY: [redacted]
~~GERALD XXXXXXXR~~, Its Mayor
HAROLD L. HAUGH,

N.B.—The Tenant must pay water rates unless there is a provision in the lease to the contrary.

If this lease is renewed by holding over, one month's notice must be given by the Landlord to recover possession, or by the Tenant if he desires to surrender; otherwise the Tenant is liable for a month's rent after vacating, or proportionately if rerented before the expiration of the month.

City of Roseville

MAYOR
HAROLD L. HAUGH

MAYOR PRO TEM
JOHN CHIRKUN

CITY COUNCIL
SALVATORE AIUTO
JAN HAGGERTY
COLLEEN MCCARTNEY
BILL SHOEMAKER
ROBERT R. TAYLOR

CITY MANAGER
STEPHEN A. TRUMAN

ELECTED OFFICIALS COMPENSATION COMMISSION

City Manager's Conference Room
29777 Gratiot
Roseville, MI 48066

Tuesday, January 22, 2009
7 p.m.

ROLL CALL:	Chairperson	Helen May
	Commissioners:	George S. Hammer Timothy Hoste Michelle Kaminski Ronald Mac Kool Edward Schaffstein
ABSENT:	Commissioner	Gary Goodin (excused)

OTHERS PRESENT:

City Clerk Richard Steenland
Catherine Haugh, City Treasurer
Janet Gerebics, Deputy Clerk
Joan Logghe, Deputy Treasurer

I. Call to order

City Clerk Richard Steenland called the meeting to order at 7 p.m.

COMMISSIONER RONALD MAC KOOL moved, COMMISSIONER HELEN MAY seconded to excuse absent Commissioner Gary Goodin.
MOTION CARRIED UNANIMOUSLY

II. Election of chairperson conducted by City Clerk

COMMISSIONER RONALD MAC KOOL moved, COMMISSIONER GEORGE HAMMER seconded to elect Helen May as Chairperson.
MOTION CARRIED UNANIMOUSLY

III. Approval of minutes of January 18, 2007

COMMISSIONER RONALD MAC KOOL moved, COMMISSIONER EDWARD SCHAFFSTEIN seconded to approve minutes of January 18, 2007.

Abstain: Commissioner Timothy Hoste
Commissioner Ronald Mac Kool
Commissioner Helen May
MOTION CARRIED

IV. Review of purpose of the Commission, the Ordinance, and the procedures by the City Clerk

City Clerk Richard Steenland reviewed the purpose of the Commission and the procedures.

V. Presentation by Elected Officials

City Treasurer Catherine Haugh presented information about the duties of her office to the Commission and in light of the hard economic times she is requesting no pay increase for the Treasurer or Deputy Treasurer.

The Commission questioned Mrs. Haugh and Mr. Steenland about any raises other City employees received.

City Clerk Steenland explained to the Commission that he has been working diligently in the Clerk's Office to do whatever can be done to save money. Collection procedures were undertaken to collect delinquent business license accounts; 200 businesses were past-due when the process began; now only 40 remain which resulted in the collection of several thousand dollars in late fees. Mr. Steenland stated that he has had conversations with his staff regarding many opportunities to eliminate overtime and he feels his office will make significant changes to office procedures which will conserve costs.

Deputy City Treasurer Joan Logghe explained that both of the Deputies' salaries are based on a percentage of the Treasurer's and Clerk's pay.

VI. Discussion of the manner in which the commission wishes to proceed, further information, meeting dates, direction to the Clerk, or make a recommendation at this meeting

COMMISSIONER EDWARD SCHAFFSTEIN moved, COMMISSIONER RONALD MAC KOOL seconded that the City Clerk, City Treasurer, Deputy Clerk and Deputy Treasurer receive no increase in compensation.
MOTION CARRIED UNANIMOUSLY

COMMISSIONER RONALD MAC KOOL moved, COMMISSIONER GEORGE HAMMER seconded that the Mayor and City Council receive no increase in compensation.
MOTION CARRIED UNANIMOUSLY

VII. Hearing of the public

No one from the public appeared to be heard.

VIII. Items for discussion by board members

Commissioner Ronald Mac Kool explained that the Council Members are part-time employees and the Clerk and Treasurer are full-time employees. Mr. Mac Kool stated that if times improve, he hopes that in two years the Commission will consider an increase for the Clerk and Treasurer.

Chairperson Helen May commented that she believes that the Mayor and Council do not get paid enough for the job that they do.

Commissioner George Hammer commented on the number of foreclosures, the job losses in the City, and the impact this will have on the tax revenue for the City.

Commissioner Michelle Kaminski commented on the current situation of the housing market.

City Clerk Richard Steenland stated that he spoke with Mayor John Chirkun and some members of Council and they certainly agree with no increase in compensation for Mayor and Council.

Mr. Steenland discussed the possibility of moving the meeting time of future meetings to 5 p.m.; the commission was favorable to moving the starting time of the meeting.

COMMISSIONER GEORGE HAMMER moved, COMMISSIONER EDWARD SCHAFFSTEIN seconded to change the meeting time of the Elected Officials Compensation Commission to 5 p.m.
MOTION CARRIED UNANIMOUSLY

IX. Adjournment

COMMISSIONER RONALD MAC KOOL moved, COMMISSIONER GEORGE HAMMER seconded that the agenda having been acted upon, the meeting is hereby adjourned at 7:20 p.m.
MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

[redacted]

Richard M. Steenland, City Clerk

Please note: A cassette tape of this meeting is on file with the City Clerk's Office for further information