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Control Section EDA 50522  
Job Number 129311A  
Contract No. 16-5024

THIS CONTRACT is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF ROSEVILLE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Roseville, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated January 13, 2016, attached hereto and made a part hereof:

Roadway reconstruction work along Edison Drive from 13 Mile Road southerly to the cul-de-sac; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987, as amended, and is categorized as:

CATEGORY "A" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 6. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, local ordinances, and State and local standards and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes, local ordinances, and State and local regulations.

- (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
- (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.

D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes, local ordinances, and State and local regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall

provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category A shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 79 percent of the approved and responsible low bid amount, or (2) \$1,000,000. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT, the final costs included in the grant, and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed \$1,000,000. The grant includes those activities of preliminary engineering, right-of-way acquisition, construction, and construction engineering related to the grant.

The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 79 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the

REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant 1259 shall be forfeited back to the DEPARTMENT.

10. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

12. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

13. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

14. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

15. In addition to any protection afforded by a policy of insurance, the REQUESTING PARTY agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and all officers, agents, and employees thereof:

- A. From any and all claims by persons, firms, or corporations for labor, materials, supplies or services provided to the REQUESTING PARTY in connection with the contract which the REQUESTING PARTY shall perform under the terms of this contract; and
- B. From any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of the Agreement, including the design of the PROJECT, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the REQUESTING PARTY or their subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the REQUESTING PARTY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract, it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF ROSEVILLE

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:

RDB  
1/13/16



**CITY OF ROSEVILLE  
MACOMB COUNTY, MICHIGAN**

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION VACATING CATHERINE STREET  
AND PRESERVING PUBLIC UTILITY EASEMENTS**

At the regular meeting of the City Council for the City of Roseville held in the Council Chambers at 29777 Gratiot Ave., City of Roseville, Macomb County, Michigan 48066, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 commencing at 7:00 p.m.

Present: MEMBERS \_\_\_\_\_

Absent: MEMBERS \_\_\_\_\_

**THE FOLLOWING MOTION WAS MADE:** \_\_\_\_\_ moved,  
\_\_\_\_\_ seconded, to adopt the following Resolution:

WHEREAS, the City Charter, Chapter 3, Section 3.1(b)(3)(a) grants authority to vacate public right of way, including streets; and

WHEREAS, pursuant to the Subdivision Control Act of 1967, MCL 560.256, 560.257, and 560.226, and the City Charter, Chapter 3, Section 3.1(3)(b), the City has authority to vacate streets; and

WHEREAS, the City is desirous of vacating all that portion of Catherine Street located within the southeast one-quarter of Sec 4, T1N, R13E, City of Roseville.

NOW, THEREFORE, IT IS RESOLVED, that:

1. That the City Council of the City of Roseville deems it advisable to vacate the following described property subject to existing utility easements, access to 20335 Catherine Street and access to remain to the north from Orange Street, all that portion of Catherine Street located within the southeast one-quarter of Sec 4, T1N, R13E, City of Roseville.

2. That public utility easements, including private easements for public utilities if any existing and any public easement existing are reserved.

3. That this Resolution shall be recorded within thirty (30) days with the Register of Deeds by the City Clerk and a copy shall be forwarded to the Director of the Department of Energy, Labor and Economic growth.

4. That upon recording, this Resolution shall have full force and effect.

Any and all resolutions in conflict herewith are repealed only to the extent necessary to give this Resolution full force and effect.

This Resolution is deemed severable and should any provision, clause, word or sentence be deemed unenforceable, the remainder shall remain in full force and effect.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
Robert Taylor, Mayor

\_\_\_\_\_  
Richard Steenland, Clerk

**CERTIFICATION OF CLERK**

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the Council of the City of Roseville, County of Macomb, State of Michigan, at a regular meeting held on \_\_\_\_\_, 2016, and that public notice of said meeting was given as required by Act 267, Public Acts of 1976, as amended.

\_\_\_\_\_  
Richard Steenland, Clerk

*Drafted by:* Timothy D. Tomlinson, YORK, DOLAN & TOMLINSON, P.C., Attorneys at Law, 42850 Garfield, Suite 101, Clinton Township, Michigan 48038

*When recorded, return to:* Richard Steenland, Clerk, City of Roseville, P.O. Box 290, Roseville, MI 48066

**CITY OF ROSEVILLE  
MACOMB COUNTY, MICHIGAN**

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION VACATING ORANGE STREET  
AND PRESERVING PUBLIC UTILITY EASEMENTS**

At the regular meeting of the City Council for the City of Roseville held in the Council Chambers at 29777 Gratiot Ave., City of Roseville, Macomb County, Michigan 48066, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 commencing at 7:00 p.m.

Present: MEMBERS \_\_\_\_\_

Absent: MEMBERS \_\_\_\_\_

**THE FOLLOWING MOTION WAS MADE:** \_\_\_\_\_ moved,  
\_\_\_\_\_ seconded, to adopt the following Resolution:

WHEREAS, the City Charter, Chapter 3, Section 3.1(b)(3)(a) grants authority to vacate public right of way, including streets; and

WHEREAS, pursuant to the Subdivision Control Act of 1967, MCL 560.256, 560.257, and 560.226, and the City Charter, Chapter 3, Section 3.1(3)(b), the City has authority to vacate streets; and

WHEREAS, the City is desirous of vacating all that portion of Orange Street lying north of the north subdivision line as extended east and west of Mack Gratiot Subdivision as recorded in Macomb County Records in Liber 8, Page 70 of Plats.

NOW, THEREFORE, IT IS RESOLVED, that:

1. That the City Council of the City of Roseville deems it advisable to vacate the following described property subject to existing utility easements, access to 20335 Catherine Street and access to remain to the north from Orange Street, all that portion of Orange Street lying north of the north subdivision line as extended east and west of Mack Gratiot Subdivision as recorded in Macomb County Records in Liber 8, Page 70 of Plats.

2. That public utility easements, including private easements for public utilities if any existing and any public easement existing are reserved.

3. That this Resolution shall be recorded within thirty (30) days with the Register of Deeds by the City Clerk and a copy shall be forwarded to the Director of the Department of Energy, Labor and Economic growth.

4. That upon recording, this Resolution shall have full force and effect.

Any and all resolutions in conflict herewith are repealed only to the extent necessary to give this Resolution full force and effect.

This Resolution is deemed severable and should any provision, clause, word or sentence be deemed unenforceable, the remainder shall remain in full force and effect.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
Robert Taylor, Mayor

\_\_\_\_\_  
Richard Steenland, Clerk

**CERTIFICATION OF CLERK**

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the Council of the City of Roseville, County of Macomb, State of Michigan, at a regular meeting held on \_\_\_\_\_, 2016, and that public notice of said meeting was given as required by Act 267, Public Acts of 1976, as amended.

\_\_\_\_\_  
Richard Steenland, Clerk

\_\_\_\_\_  
*Drafted by:* Timothy D. Tomlinson, YORK, DOLAN & TOMLINSON, P.C., Attorneys at Law, 42850 Garfield, Suite 101, Clinton Township, Michigan 48038

*When recorded, return to:* Richard Steenland, Clerk, City of Roseville, P.O. Box 290, Roseville, MI 48066

January 13, 2016

Mayor Robert Taylor &  
City Council  
c/o Virginia Green  
Roseville City Hall  
29777 Gratiot Avenue  
Roseville, MI 48066

RE: Request to Solicit Funds on City Streets – April 30, 2016

Dear Mayor & City Council:

My name is Diane Rogers and I represent the Roseville-Eastpointe Relay for Life Leadership Team for the American Cancer Society. We would like to have permission from you to solicit funds on the streets of Roseville on Saturday, April 30, 2016 from 10:00 a.m. – 2:00 p.m. (specifically Little Mack & 13 Mile Rd. and Utica & 12 Mile Rd.).

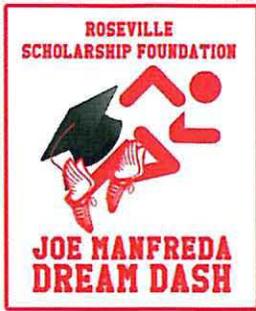
We are a 501(c)3 organization and we can provide insurance if necessary. All money raised will be donated to the American Cancer Society's Roseville-Eastpointe Relay for Life event which will take place on Saturday, May 21, 2016 beginning at noon and running until 7:00 a.m. on Sunday, May 22, 2016 at Veteran's Memorial Park in Roseville, Michigan.

If you have any questions, you can reach me on my cell phone [redacted] or work from 8:00 a.m. – 4:30 p.m. at [redacted]. Thank you for your consideration of this request.

Sincerely,

Diane E. Rogers

Roseville Scholarship Foundation  
18975 Church Street  
Roseville, MI 48066  
586.445.5505  
RCSSF@roseville.k12.mi.us



January 13, 2016

Mayor Robert Taylor &  
City Council  
c/o Virginia Green  
Roseville City Hall  
29777 Gratiot Avenue  
Roseville, MI 48066

Dear Mayor & Council Members,

The Roseville Community Schools Scholarship Foundation would like to host the 3<sup>rd</sup> Annual Joe Manfreda Dream Dash on Saturday, May 7, 2016. This event will include a 5K fun run/walk. Proceeds from this event will help grant scholarships for students who plan to continue their education.

We are planning on having registration begin at 9:00 a.m. and the actual 5K fun run/walk will begin at 10:00 a.m. Our hope is to have the fun run/walk completed by 12:00 p.m.

Please consider this request for approval for us to hold this event on the provided route. We are hoping to attract 200-250 participants.

Please contact me at (586) 445-5505 if you have any questions or need more information regarding this request. Thank you for your consideration and support.

Sincerely,

Diane Rogers, Joe Manfreda Dream Dash Co-Chair  
Roseville Scholarship Foundation

Enclosure - Route



**CITY OF ROSEVILLE  
MACOMB COUNTY, MICHIGAN**

**RESOLUTION ON ABATEMENT OF PUBLIC NUISANCE**

At a Regular Meeting of the City Council of the City of Roseville, held in the council chambers, 29777 Gratiot Avenue, Roseville, Michigan on the 9<sup>th</sup> day of February, 2016, commencing at 7:00 p.m.

PRESENT: MEMBERS \_\_\_\_\_

ABSENT: MEMBERS \_\_\_\_\_

**THE FOLLOWING MOTION WAS MADE:**

\_\_\_\_\_ moved, \_\_\_\_\_ seconded, to adopt the following resolution:

WHEREAS, the Building Director for the City of Roseville, Mr. Glenn Sexton, has determined that the property at the following location:

Lot 97 and 1/2 of the adjacent vacated alley, "MACOMB GARDENS", as recorded in Liber 3, Page 77, of Plats, Macomb County Records.

Parcel No.: 14-20-381-012

more commonly known as: 25144 Blair, Roseville, Michigan, has become and does present an immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, for the following described reasons: the property is vacant and is in uninhabitable condition, including missing siding; the property in its present condition poses a threat to the health, safety and welfare of the general public, and

WHEREAS, the Building Director has notified the owners of the condition of the property and has demanded that same be corrected; and

WHEREAS, the owners have failed, refused and neglected to correct said violations and comply with building and health ordinances of the City of Roseville; and

WHEREAS, the existence of the above described property in its present condition is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and must be abated and removed;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That the property at the afore described location for the afore described reasons is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and said violations and dangerous conditions must be abated and removed.

2. That the afore described property be and is hereby declared a public nuisance, and it is hereby ordered that all code violations and dangerous conditions existing on said property be abated and removed.

3. That the Attorney for the City of Roseville and the Building Director for the City of Roseville are hereby authorized to commence all necessary actions to clean up the property pursuant to Section 203-9 of the Code for the City of Roseville, and abate said public nuisances; that all costs incurred by the City of Roseville to abate said nuisances, plus interest at seven (7%) percent per annum, shall become a lien for the benefit of the City of Roseville on all or part of the real property where the violations are located, and such liens shall be of the same character and effect as created by the Roseville City Charter for taxes.

AYES: MEMBERS \_\_\_\_\_

NAYS: MEMBERS \_\_\_\_\_

ABSENT: MEMBERS \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED**

\_\_\_\_\_  
Robert Taylor, Mayor

\_\_\_\_\_  
Richard Steenland, City Clerk

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF MACOMB    )

I, Richard Steenland, the duly qualified and acting City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that the foregoing is a true and complete copy of the Resolution adopted by the City Council of the City of Roseville, Macomb County, Michigan on February\_\_\_\_, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance of the Open Meetings Act being Act 267 of the Michigan Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

\_\_\_\_\_  
Richard Steenland, City Clerk

**YORK, DOLAN & TOMLINSON, P.C.**  
**Attorneys and Counselors at law**  
**42850 Garfield, Suite 101**  
**Clinton Township, Michigan 48038**  
**586-263-5050**  
**Fax 586-263-4763**

John A. Dolan (jdolan@yorkdolanlaw.com)  
Timothy D. Tomlinson (ttomlinson@yorkdolanlaw.com)

January 26, 2016

**VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

Gloria McBride &  
Nolan McBride

RE: **Nuisance Abatement – 25144 Blair, Roseville, MI**

Dear Ms. & Mr. McBride:

We are the attorneys for the City of Roseville. You are the named owners of the above-described property. Please be advised that the Roseville City Council will consider adoption of a resolution commencing condemnation of this property on Tuesday, February 9, 2016 at 7:00 p.m. in the City Council chambers at City Hall. A copy of said proposed resolution enclosed herein.

If you have any questions regarding this matter, please feel free to contact me. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

Timothy D. Tomlinson  
Roseville City Attorney

/jabh  
Enclosure

cc: Scott Adkins, Roseville City Manager (Via Email w/Enclosure)  
Glenn Sexton, Roseville Building Director (Via Email w/Enclosure)



# City of Roseville

29777 Gratiot  
Roseville MI 48066  
WWW.ROSEVILLE-MI.GOV

01/18/2016

Timothy Tomlinson  
York, Dolan & Tomlinson  
42850 Garfield, Suite 101  
Clinton Township MI 48038

Re: Condemnation - 25144 BLAIR, Roseville MI 48066

Dear Mr. Tomlinson:

This department is requesting that you prepare a resolution for action by City Council at the soonest available City Council Meeting commencing the condemnation of the residential building at the above-mentioned location.

This property is vacant and is in uninhabitable condition. There has been work performed on the house prior to permits, permits not obtained and tickets issued (see attached documents). In its present condition it poses a threat to the health, safety and welfare of the general public and should be removed, as it is a public nuisance. City records indicate that the owner of record is: MC BRIDE, NOLAN, 25144 BLAIR, ROSEVILLE MI, 48066. The legal description is PP# 14-20-381-012.

Copies of our files are attached for your information. If you have any questions, please feel free to contact this department at 5864455450.

Sincerely, *[Signature]*

Jim Osterhout  
Building Inspector

cc: Scott Adkins, City Manager

Attachments

GS/tjh

25744 Blair

10:30

1-15-16 AM







SALES

OSB  
A  
100  
283  
A  
100  
283  
SALES



1014229556

1014229559





# City of Roseville

29777 Gratiot  
Roseville MI 48066

**COPY**

01/08/2016

MC BRIDE, NOLAN  
25144 BLAIR  
ROSEVILLE MI 48066

**JOB LOCATION:** 25144 BLAIR  
**INSPECTION DATE:** 01/08/2016  
**PERMIT NO.:** PB150472  
**REFERENCE:** REPLACE PORCH; REPLACE ROOF ON HOUSE

This notice is to advise you that the above building has been inspected by the Building Inspector of the City of Roseville and was rejected for the following reasons:

**FROM INSPECTION 10/27/15:**

1. Plumbing and Electrical permit and rough approval required
2. Open front porch soffit for inspection (verify header is supported correctly)
3. Properly anchor posts
4. Min. 1 3/8 inch door required
5. Single top plate requires studs under the rafter
6. Properly header openings
7. Properly attach ledger board to house
8. 2 x 4 rafter 24 inch on center max. span of 7 foot 1 inch.

Please make the necessary corrections and call this office at (586) 445-5450 between 8:00 a.m. and 4:30 p.m. for a re-inspection within fifteen (15) days of this date. Should you fail to comply with this order, you may be subject to prosecution under Ordinance 1184, Section 116.4 which can result in a fine of not more than \$500.00 per day or imprisonment for a term not to exceed ninety (90) days, or both.

Thank you in advance for your cooperation in resolving this matter. If you have any questions, contact me between the hours of 8:00-9:00 a.m. or 3:30-4:30 p.m.

Sincerely,

JIM OSTERHOUT  
BUILDING INSPECTOR

JO/dmc



# City of Roseville

29777 Gratiot  
Roseville MI 48066

**COPY**

10/28/2015

MC BRIDE, NOLAN  
25144 BLAIR  
ROSEVILLE MI 48066

**JOB LOCATION:** 25144 BLAIR  
**INSPECTION DATE:** 10/28/2015  
**PERMIT NO.:** PB150472  
**REFERENCE:** REPLACE PORCH; REPLACE ROOF ON HOUSE

This notice is to advise you that the above building has been inspected by the Building Inspector of the City of Roseville and was rejected for the following reasons:

1. Plumbing and Electrical permit and rough approval required
2. Open front porch soffit for inspection (verify header is supported correctly)
3. Properly anchor posts
4. Min. 1 3/8 inch door required
5. Single top plate requires studs under the rafter
6. Properly header openings
7. Properly attach ledger board to house
8. 2 x 4 rafter 24 inch on center max. span of 7 foot 1 inch.

Please make the necessary corrections and call this office at (586) 445-5450 between 8:00 a.m. and 4:30 p.m. for a re-inspection within fifteen (15) days of this date. Should you fail to comply with this order, you may be subject to prosecution under Ordinance 1184, Section 116.4 which can result in a fine of not more than \$500.00 per day or imprisonment for a term not to exceed ninety (90) days, or both.

Thank you in advance for your cooperation in resolving this matter. If you have any questions, contact me between the hours of 8:00-9:00 a.m. or 3:30-4:30 p.m.

Sincerely,

JIM OSTERHOUT  
BUILDING INSPECTOR

JO/dmc

# Building Code Enforcement | E14-5841

## Property Information

14-20-381-012

25144 BLAIR  
ROSEVILLE MI, 48066

Subdivision:

Lot:

Block:

## Name Information

Owner: MC BRIDE, NOLAN

Phone:

Occupant:

Phone:

Filer:

Phone:

## Enforcement Information

Date Filed: 11/13/2014

Date Closed: 01/14/2016

Status:

Complaint:

PORCH BUILT WITHOUT PERMIT

Last Action Date:

Last Inspection: 01/14/2016

Last Action:

COPY

### Court Ordered Inspection | JIM OSTERHOUT

Status: Completed

Result: Complied

Scheduled: 01/14/2016

Completed: 01/14/2016

#### Comments:

going to court

### Court Ordered Inspection | JIM OSTERHOUT

Status: Completed

Result: Violation(s)

Scheduled: 12/10/2015

Completed: 12/10/2015

### Court Ordered Inspection | JIM OSTERHOUT

Status: Completed

Result: No Change

Scheduled: 11/12/2015

Completed: 11/13/2015

#### Comments:

wrong date ?

### Court Ordered Inspection | JIM OSTERHOUT

Status: Completed

Result: Violation(s)

Scheduled: 10/29/2015

Completed: 10/29/2015

### Court Ordered Inspection | JIM OSTERHOUT

Status: Completed

Result: Violation(s)

Scheduled: 10/22/2015

Completed: 10/22/2015

### Court Ordered Inspection | JIM OSTERHOUT

Status: Completed

Result: Violation(s)

Scheduled: 10/08/2015

Completed: 10/08/2015

### Reinspection Inspection | GARY CLARK

Status: Completed

Result: Not Complied

Scheduled: 05/01/2015

Completed: 06/08/2015

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Follow Up Inspection | JIM OSTERHOUT

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Status: Completed Result: Violation(s)  
Scheduled: 04/10/2015 Completed: 04/10/2015

**Comments:**

INSPECTION NOTES FOLLOW UP INSPECTION FROM COURT IN 3/5/2015.

COPY

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Court Ordered Inspection | JIM OSTERHOUT

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Status: Completed Result: Partially Complied  
Scheduled: 03/05/2015 Completed: 03/05/2015

**Comments:**

COURT RESULTS OWNER PLEAD TO C/I AND PAID \$150 FINE. OWNER SUBMITTED PLANS FOR ROOF. PLANS APPEAR TO BE INSUFFICIENT. OWNER IS AWARE PLANS MAY BE REJECTED BY BUILDING INSPECTOR AND RE-BUILDING OF ROOF MAY BE NECESSARY.

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Court Ordered Inspection | JIM OSTERHOUT

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Status: Completed Result: Partially Complied  
Scheduled: 02/05/2015 Completed: 02/05/2015

**Comments:**

adj 30 days

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Reinspection Inspection | JIM OSTERHOUT

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Status: Completed Result: Violation(s)  
Scheduled: 12/16/2014 Completed: 12/16/2014

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15 Day Follow Up Inspection | JIM OSTERHOUT

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Status: Completed Result: Violation(s)  
Scheduled: 12/02/2014 Completed: 12/02/2014

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Routine Inspection | JIM OSTERHOUT

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Status: Completed Result: Violation(s)  
Scheduled: 11/12/2014 Completed: 11/12/2014

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- Uncorrected 5) ROTTED REAR WALL FROM ROOF LEAK NEEDS REPAIR/REPLACED
- Uncorrected 6) FASCIA IS DILAPIDATED; NEEDS PAINT, GUTTERS, ROOF
- Uncorrected 7) GARAGE NEEDS PAINTING, ROOF REPAIRED/REPLACED
- Uncorrected 8) WINDOW ON GARAGE IS BOARDED UP, DOOR(S) NEED REPLACED
- Uncorrected 9) GARAGE BOTTOM PLATE (BOW) IS DILAPIDATED, SUNKEN AT BASE

COPY

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Court Ordered Inspection | GARY CLARK

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Status:	Completed	Result:	Not Complied
Scheduled:	09/03/2014	Completed:	09/09/2014

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Court Ordered Inspection | GARY CLARK

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Status:	Completed	Result:	Not Complied
Scheduled:	08/27/2014	Completed:	08/28/2014

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Court Ordered Inspection | GARY CLARK

---

Status:	Completed	Result:	Not Complied
Scheduled:	07/23/2014	Completed:	07/29/2014

---

COURT ORDERED Inspection | GARY CLARK

---

Status:	Completed	Result:	Not Complied
Scheduled:	07/07/2014	Completed:	07/14/2014

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Reinspection Inspection | GARY CLARK

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Status:	Completed	Result:	Not Complied
Scheduled:	04/30/2014	Completed:	06/13/2014

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Follow Up Inspection | JIM OSTERHOUT

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Status:	Completed	Result:	Violation(s)
Scheduled:	01/31/2014	Completed:	01/31/2014

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Reinspection Inspection | GARY CLARK

---

Status:	Completed	Result:	Not Complied
Scheduled:	01/17/2014	Completed:	06/13/2014

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Reinspection Inspection | GARY CLARK

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Status:	Completed	Result:	Not Complied
Scheduled:	01/03/2013	Completed:	01/07/2013

**Violations:**

Uncorrected PM 302.7 ACCESSORY STRUCTURES. ALL ACCESSORY STRUCTURES, INCLUDING DETACHED GARAGES, SHALL BE MAINTAINED STRUCTURALLY SOUND AND IN GOOD REPAIR.

If structure is removed, a demolition permit is required.  
 AS THIS IS AN ONGOING VIOLATION IF IT IS NOT COMPLIED AND MAINTAINED A TICKET WILL BE ISSUED AND YOUR APPEARANCE IN COURT WILL BE MANDATORY.

---

Reinspection Inspection | GARY CLARK

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Status: Completed  
Scheduled: 12/19/2012

Result: Not Complied  
Completed: 12/20/2012

**Violations:**

Uncorrected

PM 302.7 ACCESSORY STRUCTURES. ALL ACCESSORY STRUCTURES, INCLUDING DETACHED GARAGES, SHALL BE MAINTAINED STRUCTURALLY SOUND AND IN GOOD REPAIR.

If structure is removed, a demolition permit is required.

---

Reinspection Inspection | GARY CLARK

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Status: Completed  
Scheduled: 12/03/2012

Result: Not Complied  
Completed: 12/04/2012

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COPY

01/15/2010

MC BRIDE, NOLAN  
25144 BLAIR  
ROSEVILLE, MI 48066

Re: 25144 BLAIR, Roseville, Michigan

Dear MC BRIDE, NOLAN:

While inspecting a fire report at your residence, I observed that the service entrance cables on your electrical service are badly deteriorated. I must require that the deteriorated cables be replaced. The service panels are deteriorated, and should be replaced also. All work shall be done by a licensed electrical contractor (or the homeowner doing the work themselves) with the required permit.

Please make the necessary corrections and call this office at 586/445-5450 between 8:00 am and 4:30 pm, Monday through Friday, for a re-inspection, within 30 days of this date. Should you fail to comply with this order, you may be subject to prosecution under Ordinance 1125, Section 126, which can result in a fine of not more than \$500 per day or imprisonment for a term not to exceed ninety days or both.

If you have any questions, please contact me at 586/445-5450 between 8:00-9:00 am and 4:00-4:30 pm, Monday through Friday. Thank you in advance for your cooperation in resolving this potential hazard.

Sincerely,

Hal Richmond  
Electrical Inspector



- Corrected IF THIS VIOLATION IS NOT COMPLIED, A TICKET WILL BE ISSUED AND YOUR APPEARANCE IN COURT WILL BE MANDATORY.
- Corrected ALL ACCESSORY STRUCTURES SHALL BE MAINTAINED STRUCTURALLY SOUND AND IN GOOD REPAIR, OR REMOVED FROM THE PREMISES:  
  
REPAIR/REPLACE ROOF: THE ROOF AND FLASHING SHALL BE SOUND, TIGHT AND NOT HAVE DEFECTS THAT ADMIT RAIN.  
  
PAINT SHED: ALL EXTERIOR WALLS SHALL BE MAINTAINED WEATHERPROOF AND PROPERLY SURFACE COATED WHERE REQUIRED TO PREVENT DETERIORATION.
- Corrected REPAIR ROTTED WOOD, PAINT EXTERIOR, REPAIR/REPLACE DOOR:  
  
ALL EXTERIOR WALLS SHALL BE FREE FROM HOLES, BREAKS, AND LOOSE OR ROTTING MATERIALS; AND MAINTAINED WEATHER PROOF AND PROPERLY SURFACE COATED WHERE REQUIRED TO PREVENT DETERIORATION.  
  
EVERY WINDOW, SKYLIGHT, DOOR AND FRAME SHALL BE KEPT IN SOUND CONDITION, GOOD REPAIR AND WEATHER TIGHT.
- Corrected ALL EXTERIOR WALLS SHALL BE FREE FROM HOLES, BREAKS, AND LOOSE OR ROTTING MATERIALS; AND MAINTAINED WEATHER PROOF AND PROPERLY SURFACE COATED WHERE REQUIRED TO PREVENT DETERIORATION.

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Reinspection Inspection | TOM HLIVKA

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Status: Completed Result: Not Complied  
 Scheduled: 09/08/2009 Completed: 09/10/2009

**COPY**

**Violations:**

- Corrected
- Corrected ALL ACCESSORY STRUCTURES SHALL BE MAINTAINED STRUCTURALLY SOUND AND IN GOOD REPAIR, OR REMOVED FROM THE PREMISES:  
  
REPAIR/REPLACE ROOF: THE ROOF AND FLASHING SHALL BE SOUND, TIGHT AND NOT HAVE DEFECTS THAT ADMIT RAIN.  
  
PAINT SHED: ALL EXTERIOR WALLS SHALL BE MAINTAINED WEATHERPROOF AND PROPERLY SURFACE COATED WHERE REQUIRED TO PREVENT DETERIORATION.
- Corrected REPAIR ROTTED WOOD, PAINT EXTERIOR, REPAIR/REPLACE DOOR:  
  
ALL EXTERIOR WALLS SHALL BE FREE FROM HOLES, BREAKS, AND LOOSE OR ROTTING MATERIALS; AND MAINTAINED WEATHER PROOF AND PROPERLY SURFACE COATED WHERE REQUIRED TO PREVENT DETERIORATION.  
  
EVERY WINDOW, SKYLIGHT, DOOR AND FRAME SHALL BE KEPT IN SOUND CONDITION, GOOD REPAIR AND WEATHER TIGHT.
- Corrected REPLACE ROTTED WOOD, MISSING OR DAMAGED FASCIA:  
  
ALL EXTERIOR WALLS SHALL BE FREE FROM HOLES, BREAKS, AND LOOSE OR ROTTING MATERIALS; AND MAINTAINED WEATHER PROOF AND PROPERLY SURFACE COATED WHERE REQUIRED TO PREVENT DETERIORATION.

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Routine Inspection | GARY CLARK

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Status: Completed Result: Violation(s)  
 Scheduled: 07/21/2009 Completed: 07/21/2009

**Violations:**

Corrected

ALL ACCESSORY STRUCTURES SHALL BE MAINTAINED STRUCTURALLY SOUND AND IN GOOD REPAIR, OR REMOVED FROM THE PREMISES:

REPAIR/REPLACE ROOF: THE ROOF AND FLASHING SHALL BE SOUND, TIGHT AND NOT HAVE DEFECTS THAT ADMIT RAIN.

PAINT SHED: ALL EXTERIOR WALLS SHALL BE MAINTAINED WEATHERPROOF AND PROPERLY SURFACE COATED WHERE REQUIRED TO PREVENT DETERIORATION.

Corrected

REPAIR ROTTED WOOD, PAINT EXTERIOR, REPAIR/REPLACE DOOR:

ALL EXTERIOR WALLS SHALL BE FREE FROM HOLES, BREAKS, AND LOOSE OR ROTTING MATERIALS; AND MAINTAINED WEATHER PROOF AND PROPERLY SURFACE COATED WHERE REQUIRED TO PREVENT DETERIORATION.

EVERY WINDOW, SKYLIGHT, DOOR AND FRAME SHALL BE KEPT IN SOUND CONDITION, GOOD REPAIR AND WEATHER TIGHT.

Corrected

REPLACE ROTTED WOOD, MISSING OR DAMAGED FASCIA:

ALL EXTERIOR WALLS SHALL BE FREE FROM HOLES, BREAKS, AND LOOSE OR ROTTING MATERIALS; AND MAINTAINED WEATHER PROOF AND PROPERLY SURFACE COATED WHERE REQUIRED TO PREVENT DETERIORATION.

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COPY

**CITY OF ROSEVILLE  
MACOMB COUNTY, MICHIGAN**

**RESOLUTION ON ABATEMENT OF PUBLIC NUISANCE**

At a Regular Meeting of the City Council of the City of Roseville, held in the council chambers, 29777 Gratiot Avenue, Roseville, Michigan on the 9<sup>th</sup> day of February, 2016, commencing at 7:00 p.m.

PRESENT: MEMBERS \_\_\_\_\_

ABSENT: MEMBERS \_\_\_\_\_

**THE FOLLOWING MOTION WAS MADE:**

\_\_\_\_\_ moved, \_\_\_\_\_ seconded, to adopt the following resolution:

WHEREAS, the Building Director for the City of Roseville, Mr. Glenn Sexton, has determined that the property at the following location:

Lot 88, "F.B. WALLACE'S GREATIOT FARMS SUBD'N. NO. 2", as recorded in Liber 5, Page 9, of Plats, Macomb County Records.

Parcel No.: 14-04-402-012

more commonly known as: 19904 McKinnon, Roseville, Michigan, has become and does present an immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, for the following described reasons: the property is vacant and has been red tagged as not occupied since May 17, 2013; the structure was damaged by fire on February 3, 2015; there is junk and debris on the property, including an unlicensed vehicle; the property in its present condition poses a threat to the health, safety and welfare of the general public, and

WHEREAS, the Building Director has notified the owner of the condition of the property and has demanded that same be corrected; and

WHEREAS, the owner has failed, refused and neglected to correct said violations and comply with building and health ordinances of the City of Roseville; and

WHEREAS, the existence of the above described property in its present condition is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and must be abated and removed;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That the property at the afore described location for the afore described reasons is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and said violations and dangerous conditions must be abated and removed.

2. That the afore described property be and is hereby declared a public nuisance, and it is hereby ordered that all code violations and dangerous conditions existing on said property be abated and removed.

3. That the Attorney for the City of Roseville and the Building Director for the City of Roseville are hereby authorized to commence all necessary actions to clean up the property pursuant to Section 203-9 of the Code for the City of Roseville, and abate said public nuisances; that all costs incurred by the City of Roseville to abate said nuisances, plus interest at seven (7%) percent per annum, shall become a lien for the benefit of the City of Roseville on all or part of the real property where the violations are located, and such liens shall be of the same character and effect as created by the Roseville City Charter for taxes.

AYES: MEMBERS \_\_\_\_\_

NAYS: MEMBERS \_\_\_\_\_

ABSENT: MEMBERS \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED**

\_\_\_\_\_  
Robert Taylor, Mayor

\_\_\_\_\_  
Richard Steenland, City Clerk

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF MACOMB    )

I, Richard Steenland, the duly qualified and acting City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that the foregoing is a true and complete copy of the Resolution adopted by the City Council of the City of Roseville, Macomb County, Michigan on February\_\_\_\_, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance of the Open Meetings Act being Act 267 of the Michigan Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

\_\_\_\_\_  
Richard Steenland, City Clerk

**YORK, DOLAN & TOMLINSON, P.C.**  
**Attorneys and Counselors at law**  
**42850 Garfield, Suite 101**  
**Clinton Township, Michigan 48038**  
**586-263-5050**  
**Fax 586-263-4763**

John A. Dolan (jdolan@yorkdolanlaw.com)  
Timothy D. Tomlinson (ttomlinson@yorkdolanlaw.com)

January 26, 2016

**VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

Mr. Sherman Young

RE: **Nuisance Abatement – 19904 McKinnon, Roseville, MI**

Dear Mr. Young:

We are the attorneys for the City of Roseville. You are the named owner of the above-described property. Please be advised that the Roseville City Council will consider adoption of a resolution commencing condemnation of this property on Tuesday, February 9, 2016 at 7:00 p.m. in the City Council chambers at City Hall. A copy of said proposed resolution enclosed herein.

If you have any questions regarding this matter, please feel free to contact me. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

Timothy D. Tomlinson  
Roseville City Attorney

/jabh  
Enclosure

cc: Scott Adkins, Roseville City Manager (Via Email w/Enclosure)  
Glenn Sexton, Roseville Building Director (Via Email w/Enclosure)



# City of Roseville

29777 Gratiot  
Roseville MI 48066

WWW.ROSEVILLE-MI.GOV

01/18/2016

Timothy Tomlinson  
York, Dolan & Tomlinson  
42850 Garfield, Suite 101  
Clinton Township MI 48038

Re: Condemnation - 19904 MC KINNON, Roseville MI 48066

Dear Mr. Tomlinson:

This department is requesting that you prepare a resolution for action by City Council at the soonest available City Council Meeting commencing the condemnation of the residential building at the above-mentioned location.

This property is vacant and has been red tagged as not to be occupied since May 17, 2013. The structure was further damaged by fire February 3, 2015 and no work has been performed and no plans submitted since then. There is also junk and debris and an unlicensed inoperable vehicle on the property. In its present condition it poses a threat to the health, safety and welfare of the general public and should be removed, as it is a public nuisance. City records indicate that the owner of record is: YANG, SHERMAN, \_\_\_\_\_ ROSEVILLE MI, 48066. The legal description is PP# 14-04-402-012.

Copies of our files are attached for your information. If you have any questions, please feel free to contact this department at 5864455450.

Sincerely, 

 Jim Osterhout  
Building Inspector

cc: Scott Adkins, City Manager

Attachments

GS/tjh





