

September 23, 2014

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DISBURSEMENT
LIST ARE NOW
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CONTROLLER'S
OFFICE



Recreational Authority of Roseville-Eastpointe
18185 Sycamore, Roseville, MI 48066
586-445-5480
www.rare-mi.org

September 9, 2014

TO: Scott Adkins, City Manager
FROM: Tony Lipinski, Director, Parks & Recreation
RE: 36th Annual Big Bird Run

Please consider this as our request to place on the City Council Agenda the approval to use city streets for the 36th Annual Big Bird Run on:

Sunday, November 9, 2014
10:00 a.m. to 11:30 a.m.

This road run also requires county and state approval, which is coordinated through the City Clerk's Office after Council approval.

Attached is a map of this year's course. The course is the same as in 2013. Please let me know if you require further information.

Attachment

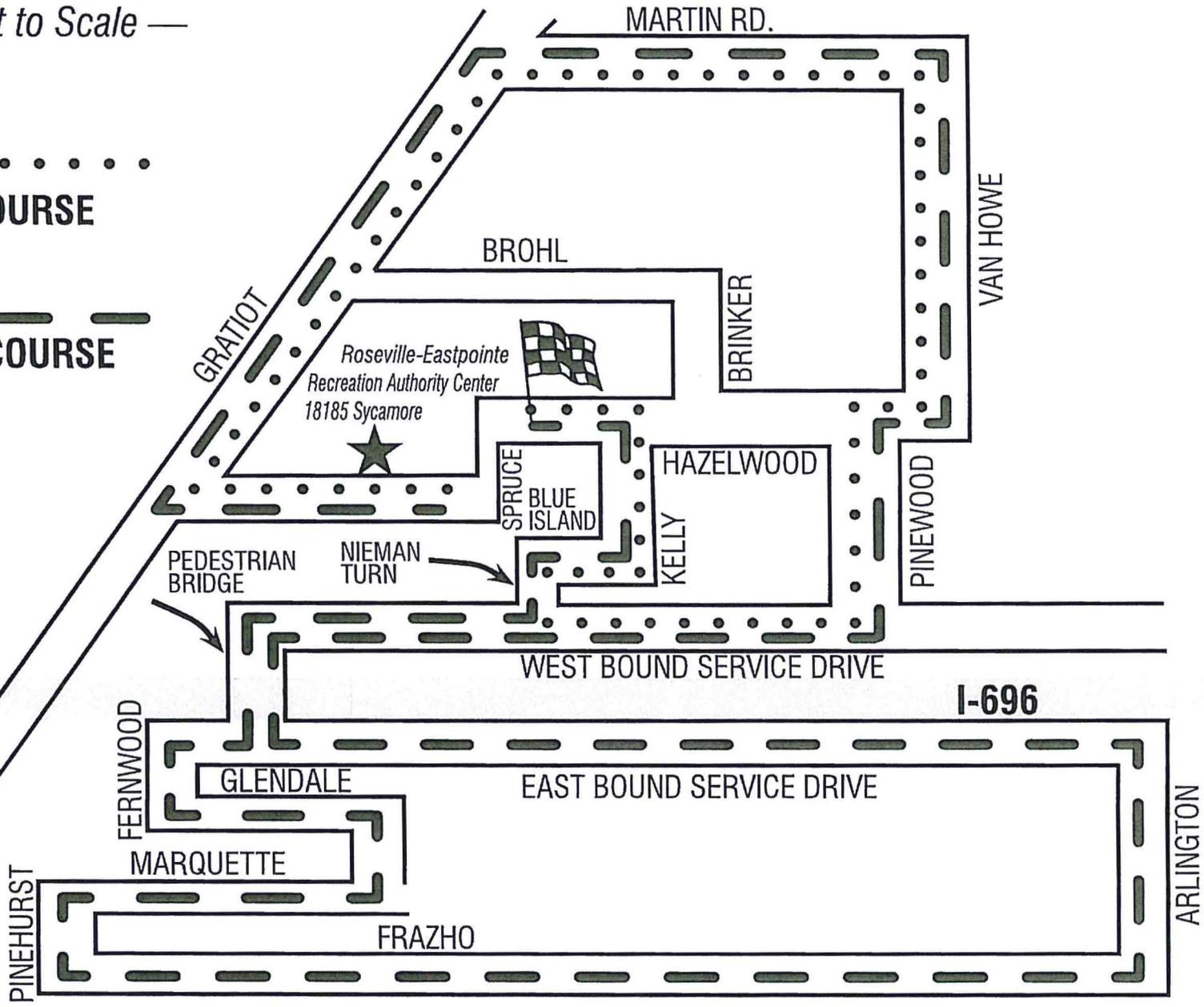
cc: Richard Steenland
Recreation Authority Board

10K & 4K Routes for Big Bird Run

— Not to Scale —

.....
4 K COURSE

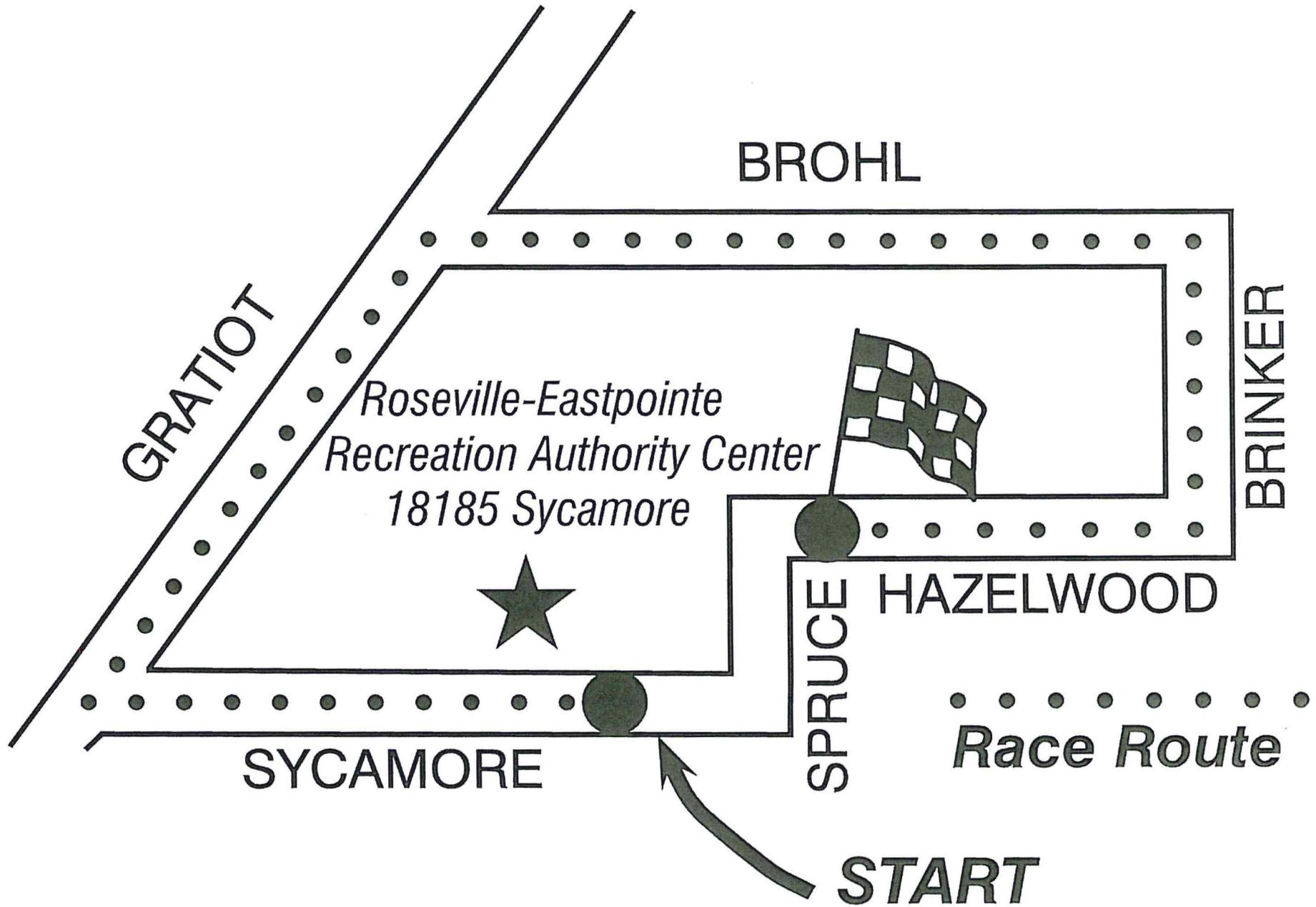
— — — — —
10 K COURSE



I-94

ARLINGTON

One Mile Route – Big Bird Run



City of Roseville
Notice of Public Hearing Regarding the Approval of the Commercial
Rehabilitation Exemption Certificate Application for 20891 13 Mile Rd.,
Roseville MI

Reference P.A. 210 of Public Acts of 2005

Please take notice that on the 14th day October, 2014 at 7:00 p.m., local time, or as soon thereafter as may be heard, a public hearing will be held in the Civic Center Council Chambers, 29777 Gratiot Avenue, Roseville, Michigan on the establishment of a Commercial Rehabilitation District. The Commercial Rehabilitation District for the property located at 20891 13 Mile Rd., Roseville, Michigan otherwise known as:

PARCEL ID: 14-03-354-001; T1N,R13E SEC 3 S 1/2 OF SW 1/4 OF SW 1/4 EXC
BEG AT SW COR SEC 3; TH N01*55'27"W 672.42 FT; TH S89*46'44"E 690.28
FT TH S01*53'49"E 673.28 FT; TH N89*34'36"W 690.03 FT TO PT BEG 9.309 A
CITY OF ROSEVILLE

Also, subject to any and all easements of record, if any.

Any resident, taxpayer, or other interested person has the right to appear and be heard at the above-described meeting or to submit comments in writing in advance to the City Clerk, P.O. Box 290, Roseville, Michigan 48066.

Respectfully submitted,
RICHARD M. STEENLAND
City Clerk

2014 Leonard Haggerty Beautification Award Winners

1. Vito & Lucy Lucia 16525 Dort
2. Christine Chase 25744 Waldorf
3. Patricia Frontera 26240 Blumfield
4. Clyde & Susan Reed 26704 Blumfield
5. Holy Innocents Church 16359 Frazho
6. Alice Werner 15468 Chestnut
7. Dina & Jonathan Haise 18620 Hazelwood
8. Debra Pickutoski, Jeffrey Renshaw & Robert Renshaw 18675 Martin Rd.
9. Robin Mingo 19043 Victor
10. Helen Chegash & Daniel Chegash 19130 Ike
11. William Whiteley 28101 Pinehurst
12. Brian Rey 29791 Kelly
13. Florence Pinkos & John Pinkos 18661 Common Rd.
14. David & Sylvia Jacobs 18728 Davidson
15. Dave Latchney 18838 Davidson
16. Mr. & Mrs. Charles E. Sidick 20190 Garden Ct.

JoAnn DiCiuccio

Beautification Commission

WHEREAS, JoAnn DiCiuccio has served the City of Roseville as a member of the Beautification Commission since November 24, 1980 with dedication and distinction; and these years of service have been marked by exemplary and energetic commitment to the beautification of this fine City; and

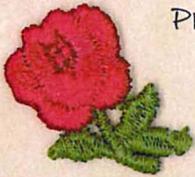
WHEREAS, JoAnn has announced her resignation as a member of this board; and

WHEREAS, the exemplary conduct, positive influence and sense of fairness she has demonstrated in all of her activities has furthered the cause of better understanding, and has been an influence for good in the growth, progress, and beautification of our community; and

WHEREAS, her devotion and commitment to all functions performed by the Beautification Commission has earned her the respect of her family, friends, commission members, and a host of residents representing all ages and walks of life;

NOW THEREFORE, the Mayor and Council of the City of Roseville hereby recognize the efforts set forth by JoAnn DiCiuccio for her unwavering dedication to the Roseville Beautification Commission and our community; and we wish you the best of luck with all future endeavors.

Presented this 23rd day of September, 2014



John Chutkan

Mayor

Steve ...

Mayor Pro-Tem

Catherine ...

Councilmember

Jan Haggerty

Councilmember

Colleen ...

Councilmember

Salvatore ...

Councilmember

Bill ...

Councilmember

MOTION MADE BY _____

MOTION SECONDED BY _____

TO AMEND ARTICLE 23, SECTION 2305, OF THE CITY OF ROSEVILLE ZONING ORDINANCE TO PROVIDE FOR EXTERIOR SITE LIGHTING, POLE REQUIREMENTS, INCLUDING DECORATIVE STREET LIGHTS AND POLES IN THE TOWN CENTER OVERLAY DISTRICT, GENERAL LIGHTING EXEMPTIONS, PROHIBITION OF CERTAIN LIGHTS, INCLUDING SEARCH LIGHTS, RECREATION FACILITY GUIDELINES, OUTDOOR BUILDING OR LANDSCAPE ILLUMINATION, AND MERCURY VAPOR FIXTURES, TO PROVIDE FOR REPEALER, SEVERABILITY AND EFFECTIVE DATE.

**CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE 23, SECTION 2305, OF THE CITY OF ROSEVILLE ZONING ORDINANCE TO PROVIDE FOR EXTERIOR SITE LIGHTING, POLE REQUIREMENTS, INCLUDING DECORATIVE STREET LIGHTS AND POLES IN THE TOWN CENTER OVERLAY DISTRICT, GENERAL LIGHTING EXEMPTIONS, PROHIBITION OF CERTAIN LIGHTS, INCLUDING SEARCH LIGHTS, RECREATION FACILITY GUIDELINES, OUTDOOR BUILDING OR LANDSCAPE ILLUMINATION, AND MERCURY VAPOR FIXTURES, TO PROVIDE FOR REPEALER, SEVERABILITY AND EFFECTIVE DATE.

CITY OF ROSEVILLE ORDAINS:

Section 1. Preamble. The purpose of this section is to encourage site lighting that would be attractive to the eye while at the same time adequately illuminating a site for safety and convenience. It is further the intent of this section to discourage excessively bright and harsh site illumination that creates an undesirable halo effects on the property, diminishes the residential environment of abutting and nearby dwellings and presents potential hazards to vehicle and pedestrian traffic on abutting streets and sidewalks.

Section 2. Article 23, Section 2305 is hereby amended to provide as follows:

Section 2305: Exterior Site Lighting:

The intent of this section is to encourage site lighting that will be attractive to the eye while at the same time adequately illuminating a site for safety and convenience. It is further the intent of this section to discourage excessively bright and harsh site illumination that creates undesirable halo effects on the property, diminishes the residential environment of abutting and nearby dwellings and presents a potential hazard to vehicle and pedestrian traffic on abutting streets and sidewalks.

1. All exterior site lighting designed and intended to light private property shall comply with the following applicable requirements.

a. Exterior site lighting in nonresidential zoning districts:

(1) Pole requirements. Freestanding light poles;

- (a) Shall be constructed of metal, concrete, wood laminates or composite materials and shall be of an architectural nature. Decorative Street Lights and Poles are required in the Town Center Overlay District and shall be approved by the Planning Commission prior to site plan approval.
- (b) When located thirty (30) feet or less from a residential zoning district shall not exceed fifteen (15) feet in height, measured from the top of the fixture to the surface (pavement or ground) at the base of the structure.
- (c) When located more than thirty (30) feet from a residential zoning district may extend to a maximum height of twenty (20) feet, measured from the top of the fixture to the surface (pavement or ground) at the base of the structure.

(2) Pole Fixture Requirements;

- (a) Any fixture attached to a pole shall not exceed the maximum pole height limitations of this section.
- (b) All light fixtures shall be designed to fully contain all luminaries completely within the interior of the fixture. No part of any luminary shall extend outward or downward beyond or below the exterior surface of the fixture.
- (c) Except as otherwise permitted in this subsection, the lens of the light fixture shall be flush only with the bottom of the fixture so that no part of the lens shall extend outward or downward beyond the bottom surface of the fixture.
- (d) Except as otherwise permitted in this subsection, all luminary shall be oriented so that its light shall be cast directly downward only onto the property it is intended to illuminate.

- (e) In those instances where the applicant seeks to use a particular period or contemporary light pole with a full or mostly full glass fixture, and which is designed and intended to compliment the particular architecture of a development, such fixtures may be proposed, subject to review and approval by the Planning Commission, and provided further that such fixtures shall consist of only frosted or milk white glass.
- (f) No luminary contained in a fixture on a freestanding pole shall exceed the wattage limitations set forth in subsection 5 of this section, or the overall maximum foot-candle limitations set forth in subsection 7 of this section.

(3) Under canopy lighting.

- (a) Except as otherwise permitted in this subsection, fixtures attached to the underside of a canopy structure shall be housed fully within the structure of the canopy so that the lens of the fixture does not extend below the ceiling of the canopy structure, except in those instances where it can be shown that the canopy structure cannot physically contain an entire light fixture, a limited portion of the fixture may extend below the ceiling of the canopy structure so long as the lens of the fixture shall be a frosted or milk white lens.
- (b) The overall light intensity directly under a canopy structure shall not exceed 7.5 foot candles of maximum overall site lighting intensity, except no property shall exceed 1.0 foot candles of maximum light intensity along any residential zoning district line. Light intensity along a residential zoning district line shall be measured at a point four (4) feet above the ground.

(4) Exterior building wall fixtures.

- (a) Wall lights intended to illuminate service areas, particularly service areas at the rear of buildings next to residential zoning districts shall consist of fixtures or wall packs that cast light only downward and not outward as well as downward.
- (b) Luminary in any wall fixture shall not exceed the wattage limitations set forth in subsection 5 of this section or the foot-candle limitations set forth in subsection 7 of this section.
- (c) No exterior building wall light fixture shall extend above the parapet or eave line of a building roof, and no fixture shall exceed an overall height of twelve (12) feet measured from the surface (ground or pavement) at the base of the wall to the top of the fixture.
- (d) When placing an exterior building wall light fixture on a wall next to an alley right-of-way or service drive care will be taken to use fixtures whose outward projection from the wall will be minimized so as to protect the fixture from being struck by large service vehicles.

(5) Exterior lighting wattage limitations

- (a) Luminary in fixtures that are located thirty (30) feet or less from a residential zoning district shall not generate more than two hundred fifty (250) total Watts of electric energy per fixture, except no luminary shall exceed the maximum applicable light intensity limitations set forth in subsection 7 of this section.
- (b) Luminary in fixtures that are located more than thirty (30) feet from a residential zoning district may generate up to a maximum of four hundred (400) total Watts of electric energy per fixture, except no luminary in any fixture shall exceed the maximum applicable light intensity limitations set forth in subsection 7 of this section.

(6) Architectural exterior lighting

- (a) Architectural exterior lighting that is designed and intended only to enhance the architecture of a building or to highlight a particular architectural feature of a building, and to provide lighting for no other purpose, shall consist of
 - (i) Low wattage luminary designed to cast soft light only on the subject.
 - (ii) The luminary when directly visible from a fixture shall not be an irritant to pedestrians or to vehicle traffic within the site or to traffic on adjacent streets, or to residents on any abutting residential properties.

(7) Overall exterior site illumination limitations

No property shall exceed 4.5 foot candles of maximum overall site lighting intensity, except no property shall exceed 1.0 foot candles of maximum light intensity along any residential zoning district line. Light intensity along a residential zoning district line shall be measured at a point four (4) feet above the ground.

(8) Wiring requirements

All electrical service to any exterior light source shall be placed under ground and within the interior of any canopy structure and shall meet all applicable electrical wiring codes and ordinances.

b. Exterior site lighting in the multiple family residential districts.

(1) Freestanding light fixtures

May consist of a low voltage incandescent luminary contained in a decorative light fixture attached to the top of a low profile yard type of light pole. All wiring to pole fixtures shall be underground and shall comply with all applicable electrical codes and ordinances.

(2) Wall and roof mounted fixtures

- (a) Carports in a multiple family dwelling development may be lighted so long as all such lighting is contained in fixtures attached to the underside of the carport roof. The fixtures shall be placed no closer to the front of the roof structure than half the distance from the rear of the roof structure to the front of the roof structure. Luminary shall not exceed one hundred (100) Watts and may be housed in fixtures with clear lenses.
 - (b) Wall mounted fixtures shall consist of low voltage incandescent luminary contained in decorative fixtures. Wall mounted fixtures may be placed next to the main entrance to a dwelling unit or building entrance and next to any rear entry.
- c. General Lighting Exemption:
- (1) To request a waiver of up to twenty (20) percent of the full lighting requirements of section 2305, an applicant must submit evidence to demonstrate that the waiver or exemption does not result in any unnecessary hardship on surrounding properties, business, and residences, and meets all of the criteria listed in section 2305. A public hearing shall be held in accordance with section 2206 of this ordinance.
 - (2) The Planning Commission may approve such waiver or exemption upon finding that such waiver or exemption does not result in any unnecessary hardship on surrounding properties, business, and residences, and meets all of the criteria listed in Section 2305.
 - (3) Although not necessary, an applicant may elect to apply for an exemption in lighting requirements for projects located in Business and Office Districts. This application is not applicable for projects located in zoning districts other than the B-1, B-2, B-3, and OS.
 - (4) In approving an exemption in lighting requirements authorized by this Code, the Planning Commission shall consider and apply the following criteria:
 - (a) The exemption in the lighting requirement is justified by the reasonably anticipated usage by businesses of and visitors to the project; and
 - (b) The exemption in the lighting requirement will not be detrimental to the health, safety, convenience, or general welfare of persons residing in or working in the vicinity; and
 - (c) The pattern of land use and character of development in the vicinity; and
 - (d) Such other criteria as the Planning Commission deems appropriate in the circumstances of the particular case.

d. Prohibition

The following is a list of prohibitions:

- (1) Searchlights: The operation of searchlights for advertising purposes is prohibited between the hours of 11:00 p.m. and sunrise.
- (2) Recreational Facilities: No outdoor recreational facility, public or private, shall be illuminated by non-conforming means after 11:00 p.m., except to conclude a specific recreational or sporting event or any other activity conducted at a ball park, outdoor amphitheater, arena, or similar facility in progress prior to 11:00 p.m.
- (3) Outdoor Building or Landscaping Illumination: The unshielded outdoor illumination of any building, landscaping, signing or other purpose is prohibited.
- (4) Mercury Vapor fixtures.

Section 4. Repealer. All ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and effect.

Section 5. Severability. If any article, section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of remaining portions of the ordinance, being the intent of the City that this ordinance shall be fully severable.

Section 6. Effective Date. Provisions of this Ordinance shall become effective twenty (20) days following adoption.

AYES _____

NAYS _____

ABSENT _____

JOHN CHIRKUN, Mayor

Attested:

RICHARD STEENLAND, City Clerk

CERTIFICATION

I, Richard Steenland, City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that Ordinance No. _____ was adopted by the City Council of Roseville, assembled in regular session on September _____, 2014. Said Ordinance was posted in the following places:

Roseville Police Station, 29753 Gratiot Avenue
Roseville Public Library, 29777 Gratiot Avenue
Roseville Civic Center, 29777 Gratiot Avenue

Notice of said posting was published in *The Macomb Daily* on September _____, 2014.

Richard Steenland, City Clerk

INTERGOVERNMENTAL LOAN AGREEMENT

THIS INTERGOVERNMENTAL LOAN AGREEMENT (this "**Agreement**") is made this _____ day of _____, 2014, by and between the City of Roseville, a Michigan municipal corporation, whose address is: 29777 Gratiot, Roseville, MI 48066 (the "**City**") and the City of Roseville Water Department, a Michigan municipal corporation, whose address is: 29777 Gratiot, Roseville, MI 48066 (the "**City Water Department**"), for the purpose of funding improvements to the facilities and property located at 29777 Gratiot, Roseville, MI 48066 (the "**Project**").

WHEREAS, the Michigan Constitution of 1963, Article VII, Section 28 and Public Act 35 of 1951, Intergovernmental Contracts between municipal corporations, being MCL 124.1, *et seq*, permit a municipal corporation to join with other municipal corporations by contract for the performance of any service which each would have a part to perform separately;

WHEREAS, the **City's** facilities at the **Project** are subject to improvement to provide for the services necessary to the residents of the City of Roseville;

NOW, THEREFORE, the parties agree as follows:

1. LOAN COMMITMENT

The **City** agrees to borrow and the **City Water Department** agrees to lend to the **City** up to the principal sum of _____ and 00/100 Dollars (\$ _____ .00) (the "**Loan**") pursuant to the terms of this **Agreement** and of a certain Promissory Note of even date (the "**Note**"). Advances under the **Note**, interest charges and repayment of the **Note** shall be made according to the terms of the **Note** and of this **Agreement**. The **City** shall use the proceeds of the **Loan** solely for the purposes described in the introductory paragraph. The term of said **Loan** shall be for a period of _____, and interest shall begin to accumulate upon any draw being received by the **City Water Department** equal to a per annum amount of 2.75% computed on the basis of the actual number of days elapsed in the year consisting of 360 days.

2. REPRESENTATIONS AND WARRANTIES

2.1 Validity and Enforceability of Documents. This **Agreement**, and the **Note** have been or will be duly executed and delivered and will be valid, binding and legally enforceable obligations of **City** in accordance with their terms.

2.2 Effect of Agreement. This **Agreement** and the transactions contemplated hereby will not violate any other agreements or instruments to which **City** is a party or which affect the **Premises**.

2.3 Financial Statements. The financial statements of **City** previously or hereafter delivered to the **City Water Department** will fairly present the financial condition of **City** as of the statement dates in accordance with generally accepted accounting principles, and there has been no material adverse change in **City's** financial condition since the date of the most recent statements furnished the **City Water Department**.

2.4 Litigation. There are no actions, suits, or proceedings pending or to the knowledge of **City** threatened against **City** or the **Premises** nor is **City** or the **Premises** subject to any order, writ, injunction or decree which has not been disclosed by **City** to the **City Water Department**.

2.5 Title. **City** possesses marketable title to the **Premises** in fee simple absolute, free from all encumbrances and liens other than encumbrances and liens disclosed to and permitted by the **City Water Department**.

2.6 Utilities and Roads. The **Premises** have or will have adequate rights of access to all necessary utilities and all roads necessary for full utilization of the **Project** have been completed or the necessary steps have been taken by **City** and any governmental authorities to assure completion of such roads.

2.7 Use of Proceeds. **City** will use the **Loan** proceeds solely for the purpose of financing, rehabilitating and constructing the **Project**.

2.8 Plans. The plans and specifications are satisfactory to **City** and do not violate any local governmental requirement or restrictive covenant, and the anticipated use of the **Project** complies with applicable zoning ordinances, regulations and restrictive covenants.

2.9 Approvals. **City** has obtained all approvals, permits, licenses, authorizations and consents from each governmental authority or any other person necessary for the development, construction, leasing, sale, operation, or use of the **Project**, and the same remain in full force and effect.

2.10 Survival. All representations and warranties of **City** contained herein shall survive the execution of this **Agreement** and all advances made under this **Agreement**.

3. DEFAULTS AND REMEDIES

3.1 Events of Default. The following shall constitute “**Events of Default**” under this **Agreement**:

- A. Nonpayment; Default in Other Documents. **City Water Department** shall default in the payment of principal or interest under the **Note**, or under any provisions of the **Note** or any document hereafter given in connection with the transactions contemplated by this **Agreement**, or any representations or warranties made by **City Water Department** in such agreements, or otherwise, prove to be untrue in any material respect.
- B. Failure to Perform. **City Water Department** shall breach or fail to perform any term, condition, covenant, representation, or warranty contained in this **Agreement** and such breach continues for a period of thirty (30) days after receipt of written notice by the **City Water Department**.
- C. Misrepresentation. Any statement, representation or information made or furnished by or on behalf of **City Water Department** to the **City** in connection with or to induce the **City** to make the **Loan** shall prove to be false or materially misleading when made or furnished.
- D. Liens. The recording of any lien against the **Property**, except as permitted by the **City**, which is not discharged of record within thirty (30) days of its filing.
- E. Project Completion. Construction on the **Project** is abandoned or discontinued for thirty (30) days or it becomes apparent in the **City’s** reasonable judgment that the **Project** will not be completed by the Completion Date or failure to complete

the **Project**, including all roads and utility service to the **Project**, on or before the Completion Date.

- F. Judgments, etc. Entry of a judgment or decree against **City Water Department** which in the **City's** sole opinion would prevent completion of the **Project** or impair the **City's** security.
- G. Insolvency, etc. The insolvency of **City Water Department** or the admission in writing of **City Water Department's** inability to pay debts as they mature; or the institution of bankruptcy, reorganization, arrangement, insolvency or other similar proceedings by or against **City Water Department**; or the issuance or filing of any attachment, levy, garnishment or the commencement of any related proceeding or the commencement of any other judicial process upon or in respect to **City Water Department**.
- H. Destruction and Eminent Domain. If a material portion of the **Project** is destroyed or damaged, or condemned under power of eminent domain.

3.2 Remedies. Upon occurrence of an Event of Default, the **City Water Department**, at its option, may exercise any or all of the following rights and remedies:

- A. Termination of Advances. The **City Water Department** may terminate its obligation to make advances under this **Agreement**.
- B. Acceleration. The **City Water Department** may declare all sums owed by **City** to the **City Water Department** under this **Agreement**, the **Note**, or any other documents to be immediately due and payable without further notice to or demand on **City Water Department**.
- C. Advance Funds. The **City Water Department** may advance funds under this **Agreement** to pay: (i) the costs and expenses of performing the **City's** obligations under this **Agreement** or curing a default by **City**; (ii) claims or liens with priority over any interest of the **City Water Department**; (iii) any construction lien on the **Project** regardless of its priority; and (iv) any cost to protect the **Project** from hazards, damage, vandalism, waste, weather or other risks.
- D. Other Remedies. The **City Water Department** may exercise all remedies specified in the **Note**, or any other documents or instruments executed by **City** for the benefit of the **City Water Department** and may avail itself of any other remedies available to it at law or in equity.
- E. Completion of Project. Upon occurrence of an Event of Default which results in **City's** failure for any reason to continue with construction of the **Project** as required by this **Agreement**, the **City Water Department** may, but shall not be obligated (notwithstanding the provisions of any assignment or other document) to take over and complete construction of the **Project** in accordance with the Plans and Specifications and with such changes as the **City Water Department** may, in its discretion, deem appropriate, all at the risk, cost and expense of **City**. The **City Water Department** may assume or reject any contracts entered into by the **City** in connection with the **Project** and may enter into additional or different

contracts which, in the **City Water Department's** judgment, are necessary to complete the **Project**, and may pay, compromise, and settle all claims in connection with the **Project**. All sums expended by the **City Water Department** in completing the **Project** shall be deemed advances made by the **City Water Department** to **City** and **City** shall be liable to the **City** for the repayment of such sums, together with interest thereon from the date of their expenditure. Nothing contained in this paragraph shall impose an obligation on the **City Water Department** to complete the **Project**. The **City** may abandon work on the **Project** at any time and may recommence work at any time. For the purpose of carrying out the provisions of this paragraph, **City** irrevocably appoints the **City Water Department**, its attorney in fact with full power of substitution, to execute and deliver all documents, pay and receive funds, enforce any contracts, and take such actions as may be necessary in the judgment of the **City Water Department** to complete the **Project**.

- F. Attorneys' Fees and Costs. **City** agrees to pay any reasonable attorneys fees, expenses and court costs incurred by the **City Water Department** in the enforcement of this **Agreement**.

4. **MISCELLANEOUS**

4.1 Notices. All notices or demands by either party upon the other shall be in writing and shall be personally served or mailed by registered or certified mail, return receipt requested, or overnight courier, postage prepaid to the addresses set forth at the beginning of this **Agreement** or to such other address as either party may hereafter furnish to the other. Notices shall be deemed given upon personal delivery or as of the second business day after deposit in the United States mail, or brought by overnight courier.

4.2 Benefit and Assignment. This **Agreement** shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. **City** may not assign any of its rights or duties under this **Agreement** without the prior written consent of the **City Water Department**. The **City Water Department** may sell, assign, transfer or convey, all or any portion of the **Loan** by participation or otherwise, without notice to **City**.

4.3 Entire Agreement and Amendment. This **Agreement**, and the **Note** contain the entire agreement between the parties with respect to the matters described herein and are a complete and exclusive statement as to the terms thereof and supersede all previous agreements. The rights and remedies of the **City Water Department**, and the duties and obligations of **City**, under all such documents shall be cumulative. In entering into this **Agreement**, the **City** is not relying on any oral promise or representation from the **City Water Department** or any person purporting to represent the **City Water Department** in respect of any aspect of this **Agreement** or the **Loan**. This **Agreement** may not be altered or modified except by a writing signed by the party against whom such alteration or modification is sought.

4.4 Invalidity. The invalidity of any provision of this **Agreement** shall not affect the validity of the remainder of any such provision or the remaining provisions of this **Agreement**.

4.5 Interpretation. The paragraph headings included in this **Agreement** have been used solely for convenience and shall not be used in conjunction with the interpretation of this **Agreement**.

4.6 Waiver. The failure of the **City Water Department** at any time to require performance of **City** under any provision of this **Agreement**, or the **Note** shall not be deemed a continuing waiver of that provision or a waiver of any other provision of such documents, and shall in no way affect the full right to require full performance from **City** at any time thereafter.

4.7 Insurance. **City** hereby irrevocably names and appoints the **City Water Department** as its agent and attorney in fact to make claim for the proceeds of any hazard insurance policies payable with respect to destruction or damage of the **Project**, to execute any instrument reasonable or necessary thereto in the name of **City**, to receive and endorse the name of **City** on any check, draft or other such instrument issued in payment and to collect the proceeds thereof and grant release and discharge therefore to the paying company.

4.8 Counterparts. This **Agreement** may be executed in any number of counterparts, all of which shall constitute a single agreement.

4.9 No Liability to Third Parties. This **Agreement** shall not be construed to make the **City Water Department** liable to, or to create any contractual relationship with, suppliers, contractors, craftsmen, laborers or others for labor, materials, supplies and/or services delivered by such parties, or for debts or claims accruing to such parties against the **City**.

4.10 Designee. The **City Water Department** shall not act as the **City's** "designee" under the Michigan Construction Lien Act, as amended. The **City** and/or the **City's** designee (which party shall be acceptable to the **City Water Department**) shall timely provide the **City Water Department** and all other parties entitled under the Michigan Construction Lien Act with copies of any notice of commencement, notice of furnishing, claim of lien, sworn statement, waiver of lien, and copies of all other documents or papers that relate to construction of improvements and to otherwise fully comply with the requirements of the Michigan Construction Lien Act.

4.11 Non-Liability of City Water Department. **CITY ACKNOWLEDGES AND AGREES THAT: THE CITY WATER DEPARTMENT IS NOT AN EXPERT IN THE CONSTRUCTION INDUSTRY; CITY WILL NOT RELY ON THE CITY WATER DEPARTMENT OR ITS REPRESENTATIVES TO PROTECT ANY INTEREST OF CITY IN THE PROJECT OR OTHERWISE; THE CITY HAS THE OPTION NOT TO REQUIRE CITY'S COMPLIANCE WITH ANY OR ALL OF THE TERMS, CONDITIONS, AND REQUIREMENTS OF THIS AGREEMENT AND/OR NOT TO EXERCISE ITS RIGHTS TO INSPECT THE PROJECT AND/OR ANY DOCUMENTS RELATED TO THE PROJECT; AND THE CITY WATER DEPARTMENT SHALL NOT BE LIABLE TO CITY FOR ANY LOSS, COST, DAMAGE, OR EXPENSE INCURRED BY CITY AS A RESULT OF ANY SUCH NON-ACTION OR OMISSION BY THE CITY WATER DEPARTMENT.**

4.12 Jury Trial. **CITY WATER DEPARTMENT AND THE CITY ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE LOAN.**

The parties have executed this **Agreement** on the day and year first set forth above.

City:

City of Roseville,
a Michigan municipal corporation

By: John Chirkun
Its: Mayor

By: Richard Steenland
Its: Clerk

City Water Department:

City of Roseville Water Department,
a Michigan municipal corporation

By: John Chirkun
Its: Mayor

By: Richard Steenland
Its: Clerk

EXHIBIT A

LEGAL DESCRIPTION