

November 25, 2014

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DISBURSEMENT
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OFFICE

BLANKET PERMIT FOR GENERAL ROAD MAINTENANCE MACOMB COUNTY DEPARTMENT OF ROADS

WHEREAS, the Macomb County Department of Roads is in the process of updating blanket maintenance permits issued to municipalities within Macomb County;

WHEREAS, the Macomb County Department of Roads requires an updated resolution stating which persons are appointed to represent the City of Roseville by signature on the permit application and such permit application is required before the City Manager is authorized to contract for work within the right-of-way.

WHEREAS, the City of Roseville desires to remain authorized to make emergency repairs to its facilities within the Macomb County Department of Roads right-of-way.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of Roseville, Macomb County, Michigan.

1. Until notification in writing is submitted to and acknowledged by the Macomb County Department of Roads that this resolution is rescinded or until the Macomb County Department of Roads sends notification in writing that this Resolution is no longer acceptable, the City Manager of the City of Roseville is empowered and authorized to make application to the Macomb County Department of Roads for any necessary permits to construct, operate, use and/or maintain within the right-of-way, or to close a county road on behalf of the City of Roseville in the County of Macomb, State of Michigan.
2. That the City of Roseville in the County of Macomb will faithfully fulfill all permit requirements, and will indemnify and save harmless the Macomb County Department of Roads, elected and appointed officials, employees and volunteers from claims of every kind arising out of the operations authorized by any such permit or permits issued.
3. The City of Roseville shall provide to the Macomb County Department of Roads the name of any contractor that will be making the service taps and repairs and will advise of any changes to information relating to the contractor or any successor contractor.
4. Any and all resolutions in conflict herewith are repealed to the extent necessary to give full force and effect to the foregoing Resolution.
5. This Resolution is deemed severable should any provision, clause, sentence or word be deemed unenforceable, the remainder will be in full force and effect.



Roseville Lions Club



11/14/2014

To whom it may concern:

This is a request by the Roseville Lions Club to be placed on the City Council meeting agenda for November 25, 2014. We will be requesting permission to solicit donations on the city streets December 12-14th 2014. The proceeds will be used to benefit our community services programs.

Please be advised that our President Bob Bartlett Jr will be representing our club at this meeting.

If you have any questions please do not hesitate to contact our Secretary, Cathy Farmer at 530-551-1111.

Sincerely;

Cathy Farmer, Secretary
Roseville Lions Club.

**CITY OF ROSEVILLE
NOTICE OF TWO PUBLIC HEARINGS REGARDING ON THE
PROPOSED ESTABLISHMENT OF AN INDUSTRIAL DEVELOPMENT
DISTRICT AND APPROVAL OF APPLICATION FOR INDUSTRIAL
FACILITIES EXEMPTION CERTIFICATE FOR,NATIONAL CONEY
ISLAND, INC 27947 GROESBECK ROSEVILLE, MI 48066.**

Reference P.A. 198 of Public Acts of 1974

Please take notice that on the 9TH day of December, 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 petition 28370 Groesbeck, Roseville, Michigan 48066. The petitioner is requesting that an Industrial Facilities Exemption Certificate be issued to National Coney Island, Inc., at 27947 Groesbeck, Roseville, Michigan otherwise known as:

27947 Groesbeck- SEC 18 COM AT W 1/4 POST SEC 18; TH S89*49'E 554.65 FT TO POB; TH S89*49'E 703.64 FT; TH S30*33'W 489.67 FT; TH N89*48'W 534.66 FT; TH S77*45'W 200.0 FT; TH N30*20'E 539.08 FT TO POB; EXC PART TAKEN FOR ROAD

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

If the petition is granted, the petitioner will have the right to request an Industrial Facilities Exemption Certificate, which would provide for a partial tax exemption for up to twelve (12) years.

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**



WADE SHOWS, INC.
PROGRESS ONE SMILE AT A TIME

P.O. BOX 51730 • LIVONIA, MI 48151 • EMAIL:
• FAX:

October 24, 2014

This is a contract between **Wade Shows, Inc. and City of Roseville** to provide a carnival midway as part of the signature City event planned at Veterans Memorial Park located at 16200 Chestnut Street, Roseville, MI 48066 on June 18 through June 21, 2015

General

1. **Wade Shows, Inc.** will have exclusive rights to furnish a full carnival midway consisting of mechanical rides, games and food concessions. All rides, trailers, etc. will have adequate footing/support protection in order to avoid damaging the grounds. The approximate required area will be 450' x 450'.
2. **Wade Shows, Inc.** will provide daily cleanups of the property and will provide and maintain trash containers throughout the midway area. There will be a designated crew, solely for this purpose, on site during all operating hours. Wade Shows, Inc. will provide one (1) 30-yard dumpster and adequate portable toilets.
3. All ride and game operators will wear I.D. badges and be in clean uniforms each day.
4. All rides and mechanical devices will be inspected and permitted by the Michigan Department of Labor-Ride Safety Division.
5. All food concessions will be inspected and licensed by the County Health Department.
6. **Wade Shows, Inc.** will provide electricity for its own activities.
7. **City of Roseville** agrees to provide water and a suitable location for Wade Shows, Inc. employee housing and support trucks.
8. **Wade Shows, Inc.** will secure State, and National Amusement licenses/permits related to the amusement rides. **City of Roseville** will secure all required City permits.
9. **Wade Shows, Inc.** will take reasonable care and concern to protect the grounds from damage. **Wade Shows, Inc.** will repair damage caused to the grounds by **Wade Shows, Inc.**
10. **City of Roseville** will provide security for the event.

11. **Dates of Operation.** Begin set up on Monday, June 15, 2015; Tear down to begin after close on Sunday, June 21, 2015 with departure completed on Monday, June 22, 2015.
12. A listing of all the numbered tickets and numbered wristbands will be provided to **City of Roseville**. A daily log of numbers, by price break, will be submitted to **City of Roseville** personnel at the end of each day. Appointed representatives of **City of Roseville** will be allowed to spot check financial records at any time during this event.

Insurance

1. **General Liability Coverage:**
Wade Shows, Inc. will provide an insurance certificate in the amount of \$10,000,000 general aggregate.
2. **Workers' Compensation Coverage:**
Employers Liability Limits-\$100,000 each accident, and \$500,000 disease policy limit, and \$100,000 disease each employee.
3. **Automotive Liability Coverage:**
Wade Shows, Inc. will provide all owned, leased, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident and \$1,000,000 umbrella or excess.
4. Our certificate of insurance will be delivered to the **City of Roseville** thirty (30) days prior to the event. The certificate will contain the following: **City of Roseville** and their elected officials, directors, officers, employees, representatives, and volunteers as additionally insured.

Compensation

1. **Wade Shows, Inc.** will pay the **City of Roseville** 20% of the gross ride receipts. Additionally, **Wade Shows, Inc.** will compensate the **City of Roseville** a flat fee of \$75 per game concession and \$100 per food concession.
2. **Wade Shows, Inc.** will provide and on-line discount purchasing program that will be made available through **Wade Shows, Inc.** website (www.wadeshows.com) 30 days before the event.
3. Single tickets, ticket packages, and pay one price wristbands will be available throughout this event.
4. Payment will be made to the **City of Roseville** by **Wade Shows, Inc.** by check the day following closing of the event.

The parties shall have the option, for 30-days after the conclusion of the 2015 event, to extend this contract an additional year. All terms and conditions shall remain the same during the extension. The dates of the future event(s) shall be mutually agreed upon. Should the contract not be extended during the 30-day period at the conclusion of this agreement, **Wade Shows, Inc.** shall retain right of first refusal on any new agreement.

It is expressly understood and agreed by and between the parties hereto that the Carnival Operator, **Wade Shows, Inc.**, is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of the **City of Roseville.** of the **City of Roseville** has no authority or control over any aspect of **Wade Shows, Inc.** operations, except as provided in this Agreement. **Wade Shows, Inc.** is an entity entirely independent of the **City of Roseville** related only by the independent contractual terms of this Agreement.

WADE SHOWS, INC.

By _____
REPRESENTATIVE: JOANNA G. HARDESTY
EMAIL: _____

By _____
WITNESS (PRINT NAME):
DATE SIGNED: _____

CITY OF ROSEVILLE

By _____
REPRESENTATIVE: SCOTT A. ADKINS, CITY MANAGER
TELEPHONE: _____
EVENT ADDRESS: 16200 Chestnut Street
Roseville, MI 48066

By _____
WITNESS (PRINT NAME):
DATE SIGNED: _____

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 (j
Timothy D. Tomunson (

October 23, 2014

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Yoshika Miyamori

RE: **Nuisance Abatement – 27759 Lasslett, Roseville, Michigan 48066**

Dear Mr. Miyamori:

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, November 25, 2014 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, P.O. 290
ROSEVILLE, MICHIGAN 48066

10/03/2014

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

Re: Condemnation - 27759 LASSLETT, Roseville MI 48066

Dear Mr. Tomlinson:

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

This property is vacant, red tagged 3-4-2009, dilapidated house and garage, many code violations. 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:

Y, XX, XXXXX. The legal description is PP# 14-16-306-031.

Copies of our files are attached for your information. If you have any questions, please feel free to contact this department at (586) 445 5450.

Sincerely,

Jim Osterhout
Building Inspector

cc: Scott Adkins, City Manager

Attachments



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- [Building Department](#)
- [Sp. Assessment](#)
- [Water Bill](#)
- [Miscellaneous Receivables](#)
- [Animal License](#)

[Back to Main](#)

collapse the menu

Click this button to collapse the above menu to the top of the screen.

[Main](#) > [Assessing System](#) > [Property and Land Search](#) > [Results](#) > [Details](#)

General Property Information

[Printer friendly version](#)

Parcel: 14-16-306-031 Unit: CITY OF ROSEVILLE

[View this parcel on a map](#)

****NOTE:** There are **14 images** and **1 sketch** attached to the current property.

Property Address [collapse]

27759 LASSLETT
ROSEVILLE, MI 48066

Owner Information [collapse]

MIYAMORI, YOSHIKA **Unit:** 14

Taxpayer Information [collapse]

SEE OWNER INFORMATION

General Information for Tax Year 2014 [collapse]

Property Class:	401 - RESIDENTIAL	Assessed Value:	\$20,600
School District:	50030 - ROSEVILLE	Taxable Value:	\$20,600
State Equalized Value:	\$20,600	Map #	N/A
User Number Indx:		Date of Last Name Chg:	09/17/2013

Date Filed: 06/01/1999
Notes: N/A

Historical District: N/A **Census Block Group:** N/A

Principal Residence Exemption	June 1st	Final
2015	0.0000 %	-
2014	0.0000 %	0.0000 %

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2013	\$20,459	\$20,459	\$20,459
2012	\$21,958	\$21,958	\$21,958

Land Information [collapse]

Frontage		Depth	
Lot 1:	40.00 Ft.		125.00 Ft.
Lot 2:	0.00 Ft.		0.00 Ft.
Lot 3:	0.00 Ft.		0.00 Ft.
Total Frontage:	40.00 Ft.	Average Depth:	125.00 Ft.
Total Acreage:	0.12		
Zoning Code:			
Total Estimated Land Value:	\$7,000	Mortgage Code:	
Land Improvements:	\$0	Lot Dimensions/Comments:	
Renaissance Zone:	NO		
Renaissance Zone Expiration Date:			
ECF Neighborhood Code:	00114 - 00114 \$80/C-5 1 STY ALM & BV/ALL		

Legal Information for 14-16-306-031 [collapse]

STOEPEL'S MARTIN ROAD SUBDIVISION LOT 14

Sales Information

11 sale record(s) found.						
Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
06/25/2013	\$28,500.00	WD	REINUS INVESTMENT GROUP, LLC	MIYAMORI, YOSHIKA	ARMS-LENGTH	22219/180
11/15/2012	\$12,500.00	QC	MACOMB COUNTY PROPERTIES, LLC	REINUS INVESTMENT GROUP, LLC	ARMS-LENGTH	21794/643
08/17/2012	\$9,047.00	QC	DIPHR LLC - CO TREASURER	MACOMB COUNTY PROPERTIES, LLC	TAX SALE	21498/483
01/03/2011	\$7,900.00	QC	METRO DET HSG LLC & MI ELITE LLC	DIPHR LLC	NOT USED	48913/451
10/07/2010	\$1.00	QC	PLATINUM INVESTMENT GROUP LLC	METRO DETROIT HOUSING LLC	NOT USED	20494/899
12/04/2009	\$1.00	QC	PLATINUM INVESTMENT GROUP LLC	MICHIGAN ELITE, LLC	NOT USED	20108/286
05/13/2009	\$4,000.00	WD	HUD	PLATINUM INVESTMENT GROUP LLC	NOT USED	19794/624
05/23/2007	\$1.00	WD	NATIONAL CITY MORTGAGE INC	HUD	NOT USED	18917/878
11/17/2006	\$90,054.00	SD	FARRAR, LESTER	NATIONAL CITY MORTGAGE INC	NOT USED	18330/194
02/25/2000	\$89,500.00	WD			PTA	
05/14/1998	\$39,285.00	WD			WD	

















**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 11th day of November, 2014, 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 14, Stoepel's Martin Road Subdivision, according to the plat thereof as recorded in liber 6, page 28 of Plats, Macomb County Records.

Tax Parcel No.: 14-16-306-031

more commonly known as: 27759 Lasslett, 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" by the Building Department since March 4, 2009; the house and garage are dilapidated with many code violations; and 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

John Chirkun, 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 November _____, 2014, 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

MEMORANDUM
CITY OF ROSEVILLE
BUILDING DEPARTMENT

TO: Mayor and Council
FROM: Glenn Sexton, Building Director
DATE: November 5, 2014
RE: Traffic Control Signal for Kroger

The Kroger Company has submitted a traffic study for their proposed development at Flora and 13 Mile Road. As a result of the study they have requested that the City of Roseville approve the installation of a traffic signal at the corner of Flora and 13 Mile Road. City staff from our Engineering, Police Traffic and Building Department met with the developer to review the request. City staff originally had concerns due to the close proximity to two other traffic lights. The developer paid for our consulting Engineering firm to review their study. Attached you will find the results of the review by Anderson, Eckstein and Westrick and a memorandum from Roseville Police Chief James Berlin.

We have all agreed that the installation of this traffic control signal will improve the traffic flow in this area. We request that the Kroger Company agree to pay for all costs for review, design, installation, maintenance and removal (if needed) for the signal.

Interoffice Memo

Date: October 31, 2014

To: Glen Sexton, Building Director

From: Chief James P. Berlin

RE: Traffic Control Order

I have reviewed the traffic control study as presented by City Engineers Anderson, Eckstein, and Westrick, Inc. This study was commissioned to study the feasibility of a traffic light being placed at Flora and 13 Mile Road in order to facilitate a redevelopment of the old K-mart property into a Kroger Plus super store. The study shows that the installation of a traffic light would not cause undue disruption to the normal flow of traffic through the area. Further the traffic light installation would enhance traffic safety for residents of Flora Street and shoppers from both the proposed Kroger store and the existing Meijer's store by allowing easier ingress and egress from the two shopping centers and Flora Street. As such the Police Department would have no objection to the installation of this traffic light as currently proposed including any and all stipulations put forth by the building department regarding installation aesthetics and long term maintenance.

James P. Berlin

CHIEF OF POLICE
Roseville Police Department



ANDERSON, ECKSTEIN AND WESTRICK, INC.
51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects

MEMORANDUM

TO: Glenn Sexton

Cc: Scott Adkins James Berlin
Tom Aiuto Scott Lockwood

FROM: Michael A. Vigneron, PE, PTOE

DATE: October 29, 2014

SUBJECT: Kroger Traffic Impact Study Review

We have completed our review of the Traffic Impact Study (TIS) prepared by Fleis & VandenBrink (F&V) for the proposed Kroger development located at the former K-Mart site on 13 Mile Road, east of Little Mack. Based on our review of the site plan, TIS report, accompanying Synchro / SimTraffic files, and subsequent communication with F&V, we recommend that the Traffic Impact Study be accepted, and their recommendations for roadway improvements, including constructing a traffic signal at Flora Street and 13 Mile Road, be constructed as part of the project. The proposed improvements should be shown on the applicant's site plan.

The following is a summary of our review of the traffic impact study, and additional discussion on their recommendations for your consideration:

1. The study reasonably discusses the impacts to vehicular traffic from the proposed site redevelopment, and offers recommendations for mitigating impacts that will likely result from the additional vehicular traffic on the existing road network.

Implementing the recommendations for roadway improvements should mitigate traffic impacts from the proposed site redevelopment on the existing roadway network.

2. The level of service analysis for all conditions was performed using methodologies that are not completely consistent with the Highway Capacity Manual (HCM); however, local standards set forth by the Michigan Department of Transportation (MDOT) were utilized for the study. These standards are typically accepted throughout the State of Michigan.
3. The trip generation data utilized "were primarily collected at suburban locations having little or no transit service, nearby pedestrian amenities, or travel demand management (TDM) programs". The proposed site is well served by both pedestrian facilities and



public transit; however, there was no discussion of possible modal split for site generated trips, other than a statement indicating that "given the proposed uses, the percentage of trips to the proposed development that will not occur via automobile will be very low". The scenario was considered where all trips are considered to be made by automobile, which resulted in a conservative analysis for automobile delay (worst case scenario).

4. The report does not discuss internal traffic circulation, including discussion of queuing at the drive approaches. Any concerns with these issues could be addressed during site plan approval.
5. The applicant is proposing four access points from the site to the public roadway system; two to 13 Mile Road and two to Flora. These driveways match the location of driveways which currently exist. There are no apparent conflicts with the location of the two driveways to Flora, nor the easterly drive to 13 Mile Road. The westerly drive to 13 Mile, however, is offset approximately 40' west of the Meijer drive on the south side of 13 Mile Road. While this offset is in the preferred direction, the distance is not ideal and there may be conflicts with left turning vehicles exiting the Meijer site and Kroger site at the same time. While this appears to be the primary access to the Kroger site, it is a relatively minor driveway for Meijer (in terms of traffic volumes) and conflicts will likely be infrequent. Sight distance appears to be adequate for all proposed driveways.

Study Recommendations

The report includes four recommendations for improvement which are intended to help mitigate the impacts of the proposed development on the existing road network. Each recommendation is discussed below:

1. *Install overlap phasing for all right turn movements at the intersection of 13 Mile Road and Little Mack Avenue and optimize the signal timings.*

As part of the upcoming project that will add right turn lanes at each quadrant of 13 Mile Road and Little Mack Avenue, traffic signal modifications have been planned which will allow for right turn overlap phasing (i.e. a right turn green arrow will provide a protected phase for right turning vehicles when the cross street left turn phase has a green arrow).

2. *Signalize the intersection of 13 Mile Road and Flora Street / Meijer Drive.*

The report suggests that signalizing the intersection of 13 Mile Road and Flora Street / Meijer Drive will improve traffic operations for vehicles exiting the proposed Kroger site without adversely impacting traffic on 13 Mile Road. The report included evidence that the intersection meets Michigan Manual on Uniform Traffic Control Devices (MMUTCD) Signal Warrant 3, Peak Hour for the typical weekday afternoon peak period (even when removing right turning vehicles from the projected volumes used in the warrant analysis). Meeting one signal warrant does not require that a signal be installed. It does, however, require that a traffic signal be considered. The Peak Hour signal warrant is typically only applied in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time. Without an analysis of projected volumes for the remainder of a typical day, we are unable to determine if any other signal warrants would be



satisfied. However, there are other considerations that we can make in determining whether or not installation of a traffic signal can be justified.

Reviewing hourly volume data for 13 Mile Road from 2013 collected by the Macomb County Department of Roads (MCDR), it appears that Saturday traffic volumes between 10:00 AM and 6:00 PM approach, and for some hours exceed, the typical weekday afternoon peak hour volumes that were used in the study. Reviewing trip generation data for Supermarkets on Saturdays indicates that similar volumes would likely be expected, indicating that a signal would likely benefit site traffic on Saturdays in addition to the typical weekday afternoon peak hours.

Although there was not a significant history of crashes at the location of the proposed signal, there were three crashes over the last three years that would have been less likely to occur if a signal were in place. Two crashes resulted in possible injuries to the vehicle occupants, and the third caused property damage only. All three crashes were right angle type crashes resulting from a vehicle exiting the Meijer drive and attempting to cross 13 Mile Road to head northbound on Flora, and getting hit by a vehicle travelling on 13 Mile Road. The potential for these types of crashes is typically reduced with the installation of a traffic signal. With the additional traffic generated by the redevelopment project, drivers are more likely to take greater risks by accepting smaller gaps in 13 Mile Road traffic to try and exit the site, possibly leading to an increase in the number of crashes in the vicinity. One of the major downsides of installing a traffic signal, however, is that rear end crashes on the major road tend to increase after the signal is installed. The trade-off of reducing right angle crashes, which tend to result in injuries, for a potential increase in rear end crashes, which tend to be less severe at the prevailing speeds, could be considered acceptable in this case.

Another possible benefit of installing a traffic signal is the creation of a more orderly traffic network by consolidating many of the driveway trips to a signalized intersection. There are currently three access points to 13 Mile Road on the south side of the road within 740' of each other, and four access points on the north side of the road within 860' of each other, all of which could potentially access a signalized access point via internal site circulation. Installing a traffic signal would likely attract drivers away from those other driveways for left turning maneuvers which could likely be accomplished with less delay and with more perceived safety at a traffic signal.

A final consideration is roadway network operations. 13 Mile Road was recently re-timed by MCDR to improve traffic flow and vehicular progression along the corridor. Installation of a traffic signal has the potential to affect this progression, causing unnecessary delay and interruptions to vehicular traffic. However, based on the proposed signal timing plan prepared by F&V as part of the microsimulation analysis, it appears that installation of a traffic signal with actuated-coordinated operation would not adversely impact the corridor traffic operations.

The future conditions analysis performed by F&V indicates that a signalized intersection will not alleviate the projected delay concerns for left turning vehicles exiting the Kroger site, but rather appears to shift most of the delay from the W. Site Drive to Flora Street. While the projected delay per vehicle will be comparable, the delay at a signalized intersection is generally more tolerable (and less stressful) for motorists attempting to turn left.



For the reasons stated above, we concur that installation of a traffic signal is justified at the intersection of 13 Mile Road and Flora Street / Meijer Drive.

Since this conclusion is based on projected vehicular volumes, an engineering study could be performed after the traffic signal has been placed into stop-and-go operation to determine if the signal is justified. If not justified, the signal should be taken out of stop-and-go operation or removed.

3. *Widen the southbound approach of Flora Street to provide 2 egress approach lanes at the intersection of 13 Mile Road & Flora Street / Meijer Drive.*

For improved operations, the approach to a signalized intersection should accommodate two vehicular lanes and adequate storage for anticipated queues. If the traffic signal is installed at 13 Mile Road & Flora Street / Meijer Drive, Flora Street should be improved in conjunction with the project to provide for an inbound lane, a left turn lane, and a combination thru/right turn lane. If the signal is installed, other improvements should include updating sidewalk ramps at the intersection, adding actuated pedestrian crossings for 13 Mile Road, and revising pavement markings in the vicinity of the intersection. In addition, the location of the existing bus stops in the vicinity of the intersection should be evaluated with SMART, and relocated if determined necessary. These improvements should be reflected in the applicant's site plan.

4. *Construct a right turn deceleration lane at the west site driveway and a right turn taper at the east site driveway.*

Construction of the right turn lane and taper as suggested will improve traffic operations for 13 Mile Road by providing a space for slowing and turning vehicles, which reduces potential conflicts with the outside thru travel lane. These improvements should be reflected in the applicant's site plan.

Please contact us with any questions or concerns regarding the above comments.

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, entered into as of the ____ day of _____, 2014, by and between the City of Roseville (the "City" or "Fiscal Agent") and the Roseville Public Library (the "Library").

WHEREAS, the parties to this Agreement desire to cooperate in administering the operation and maintenance of the Library for the purposes of providing library service, including service to the residents of the City; and

WHEREAS, the City has determined that it is in the best interests of the City to assist the Library in carrying out its operations; and

WHEREAS, the parties desire to enter into a contract whereby the City will act as the fiscal agent subject to the terms of this Agreement.

1. City as Fiscal Agent. The City shall accept the following duties as fiscal agent:

a. *Library Fund.* The City, acting by and through the City Treasurer, shall hold, maintain, disperse and invest the monies deposited in the Library Fund as provided for by Act 164 of the Public Acts of 1877 ("Act 164") and this Agreement. The City shall disperse authorized payments from the Library Fund at least monthly.

b. *Additional Services.* The City agrees to provide the administrative services identified on the attached Exhibit A.

2. Exclusive Control. As provided in Section 5 of Act 164, the Library Board shall have exclusive control over the expenditures of all monies collected to the credit of the Library Fund. Nothing in this Agreement shall be interpreted to waive that exclusive control.

3. Library Obligations. The Library shall approve a detailed budget and provide the City with a copy each year. Each month and as needed, the Library Board, through the Library Director, shall prepare and present to the City invoices to be paid from the Library Fund.

4. Acceptance of Duty to Act as Fiscal Agent. The City hereby agrees to perform the duties of Fiscal Agent described in this Agreement and in the statutes, rules, regulations and court decisions applicable to the expenditure of Library funds as follows:

a. The Fiscal Agent shall carry out its obligations described in paragraph 1 above under this Agreement using the same degree of care and skill it would use in the conduct of its own affairs.

b. The Fiscal Agent shall not be responsible for any statement, warranty or representation made by the Library to the public relating to the Library Fund or the use thereof.

c. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, the Fiscal Agent shall be entitled to rely on a certificate signed by a duly authorized representative of the Library as sufficient evidence of the facts described in such instrument, paper, proceeding or certificate.

d. Unless otherwise notified in writing by the Library, the City shall apply all laws applicable to the City relating to the holding of City monies to the management of the Library Fund.

5. Fees and Expenses of Fiscal Agent. The fee shall be \$52,000 for each fiscal year July 1 to June 30. The fee shall be paid in a lump sum at the end of the fiscal year on or before June 30, and the fee shall be prorated if the agreement is terminated pursuant to Section 6 below. This Agreement shall constitute a voucher under Section 5 of PA 164 for the payment of this fee. The Fiscal Agent shall not be entitled to any setoff for payment of such fees against the amounts held by the Fiscal Agent under this Agreement.

6. Termination. This Agreement shall be terminated upon sixty (60) days written notice by either party. However, both parties understand and acknowledge that Act 164 requires the City to maintain the Library Fund in the City Treasury and requires the City to release the funds upon a properly authenticated voucher of the Library regardless of whether an Agreement between the parties exists.

7. Amendment. This Agreement may be amended at any time by the parties hereto in writing.

8. Governing Law. This Agreement shall be construed under the laws of the State of Michigan.

9. Severability. If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstance shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative, or unenforceable to any extent whatsoever.

IN WITNESS WHEREOF, the Library and the City have caused this Agreement to be duly exercised and delivered as of the date first written above.

ROSEVILLE PUBLIC LIBRARY

By: _____
Its: _____

CITY OF ROSEVILLE

By: _____
Its: _____

Exhibit A
Additional Administrative Services

1. Audit and Accounting
2. Disbursements
3. Employee Benefits
4. Human Resources
5. Payroll
6. Purchasing
7. Risk Management

BUILDING LEASE

This Lease is made this 1st day of July 2013 ("Effective Date") by and between the City of Roseville, hereinafter designated as the Landlord, and the Roseville Public Library, hereinafter designated as the Tenant.

1. **Term.** In consideration of the covenants and agreements to be performed by the Tenant and the Landlord under this Lease, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises commonly known as the Roseville Public Library, located in the City of Roseville, County of Macomb Michigan, as more particularly described on attached Attachment 1 ("Premises"), for a period of three (3) years beginning from the Effective Date of this Agreement.

2. **Consideration.** In consideration of this Lease, Tenant shall pay Landlord rent in the amount of \$120,000 per year, payable on June 30, 2015 and June 30, 2016. This Lease shall constitute a voucher under Section 5 of PA 164 for payment of the rent as set forth in this paragraph

3. **Tenant's Responsibilities.** Without limiting the foregoing, the Tenant agrees as follows:

- a. The Tenant shall not perform or permit any acts or carry on any practices which may injure the building and structures on the Premises, and shall keep the Premises, or cause the Premises to be kept clean and free from rubbish, and dirt, except that the Landlord required to provide custodial services as set forth more full in paragraph 4.i below.
- b. The Tenant shall pay for all gas, water, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the Premises during the term of this Lease, as the same shall become due. The Tenant understands that the Landlord receives one invoice for each separate utility and that invoice includes service for all of the Landlord's property, including the Premises. The Tenant agrees to pay its pro rata share, based on the square footage of the Premises compared to the square footage of all Landlord's properties.

4. **Landlord's Responsibilities.**

- a. The Landlord shall perform all necessary exterior painting and repair to the exterior of the building, including the maintenance, repair or replacement of the roof.
- b. The Landlord shall maintain in good repair and condition and replace when necessary all fixtures and equipment therein, including all plumbing, sprinkler, elevator, heating, air-conditioning, electrical, gas, security and safety and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the Premises, and shall make all

repairs, replacements and upgrades to such Premises' fixtures and equipment. The Tenant shall notify the Landlord in writing for the need for maintenance, repair or replacement as discussed above. The Tenant, at its sole option and expense, may make such repairs and replacements identified in this paragraph. In such case, the Tenant shall notify the Landlord in writing prior to making such repair or replacement.

- c. The Landlord shall at all times during the term of this Lease ensure that the Premises is insured against loss or damage caused by fire, with extended coverage, boiler and machinery, water damage and windstorm damage, in an amount not less than one hundred percent (100%) of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost without deduction for physical depreciation. The Landlord shall name the Tenant as an additional insured on such insurance policy.
- d. The Landlord shall provide comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises, or arising out of the improvement, repair or alteration of the Premises. The limits of such insurance shall be not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in aggregate. The Landlord shall furnish the Tenant a binder renewing the insurance policy at least 30 days before the policy expires. . The policy or binder shall name the Tenant as an additional insured and shall provide for at least 30 days notice of any change in coverage or of cancellation.
- e. The Landlord shall be responsible for the risk of loss of all the personal property on the Premises and shall ensure that fire and extended coverage insurance is obtained on the Tenant's personal property located in the Premises in amounts reasonably deemed adequate by the Tenant to fully insure such personal property.
- f. The Landlord shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as the Landlord deems necessary.
- g. It is understood and agreed that if the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch. The Tenant shall remove its damaged goods, wares, equipment or property within a reasonable time to permit the repair and restoration.

- h. The Landlord agrees to provide maintenance service to the Tenant in the same manner as it provides services for other City of Roseville properties, including but not limited to mowing, snow removal, lawn and landscaping maintenance services. The Tenant shall be responsible for its pro rata share of the costs for same. The Landlord shall indemnify the Tenant against all claims arising from or relating to the maintenance as provided for in this Agreement and shall be required to obtain insurance coverage in amounts reasonably determined by the Parties to meet such liabilities. Such insurance policies shall name the Tenant as an additional insured party.
- i. The Landlord agrees to provide custodial service to the Tenant in the same manner as it provides custodial services for other City of Roseville properties. The Tenant shall be responsible for its pro rata share of the costs for same.
- j. The Landlord shall be solely responsible for the provision, maintenance and repair of any interior or exterior signs relating to the use of the Premises.

5. **Major Capital Improvements.** The Tenant shall not change the facade of the Premises or undergo any major capital improvements without prior written approval of the Landlord, which the Landlord shall not unreasonably deny.

6. **Assignment of Lease.** The Tenant and the Landlord covenant not to assign or transfer this Lease under any circumstances without the prior written consent of the other party, which shall not be unreasonably withheld.

7. **Use for Library Purposes.** It is understood and agreed between the parties hereto that the Premises during the continuance of this Lease shall be used and occupied for providing public library services. Further, Tenant will not use or permit or suffer the use of the Premises for any purpose in violation of any federal or state law, municipal ordinance or regulation, including but not limited to the federal Americans with Disabilities Act and the Michigan Persons with Disabilities' Civil Rights Act. The parties expressly agree that the Tenant may, during the term of this Lease, move the operations of the public library services to a temporary location in order to construct improvements to the Premises.

8. **Improvements.** It is understood and agreed that during the course of this Lease or any previous leases, that there will be certain furniture, fixtures, and other improvements that will or have been added to the property by the Tenant which shall not alter the basic structure of the property, and the Tenant shall have the right to remove all such improvements upon the termination of the Lease with the exception of any permanent improvements which they shall have made to the heating and/or plumbing or electrical facilities which shall become part of the real property and remain as such at the termination of the Lease.

9. **Termination/Remedies for Breach of Lease.**

- a. The Tenant may terminate this Lease upon six (6) months written notice to Landlord.
- b. If Tenant shall breach or fail to perform any of the promises and agreements in this Lease, and such failure is not cured within sixty (60) days after written notice from Landlord, Landlord may commence such performance at Tenant's cost and expense or terminate this Lease and reenter and repossess the Premises.
- c. If the Landlord shall breach or fail to perform any of the promises and agreements in this Lease and such failure is not cured within sixty (60) days after written notice from Tenant, Tenant may commence such performance at Landlord's cost and expense or terminate this Lease.

10. **Right of Entry.** The Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, reasonable hours being defined as hours when the Library is open to the public or in a clear emergency, notification of the Library Director or any of the Board of Trustees, within a timely fashion.

11. **Waivers.** One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

12. **Notice.** Whenever notice of any kind is required under this Lease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with first class postage prepaid.

ROSEVILLE PUBLIC LIBRARY

By: _____

Its: _____

CITY OF ROSEVILLE

By: _____

Its: _____

ATTACHMENT 1

[Insert Legal Description or provide survey – the City is likely in the best position to obtain or provide these documents]

80945:00001:1923607-1
9/6/2012

EMPLOYEE LEASING SERVICES AGREEMENT

This Employee Leasing Services Agreement made this _____ day of _____, 2012, by and between the City of Roseville, a Michigan municipal corporation (the "City") and Roseville Public Library, a library established under the City, Village and Township Libraries Act, 1877 PA 164 ("PA 164") ("Library")

Recital of Facts

WHEREAS, certain employees of the City have been employed at the Roseville Public Library, (the "Former Library"), located in the City; and

WHEREAS, the Library was established as library under PA 164, as amended, to provide library services in the City.

WHEREAS, the Library desires to cooperate with the City to provide the uninterrupted operation of library service in the City and to continue to utilize City employees to staff the Library.

NOW, THEREFORE, pursuant to mutual covenants contained in this Agreement, the Parties agree as follows:

I. Personnel

1.1 **Provision of Employees.** Subject to the terms of this Agreement, the City agrees to furnish to the Library, and the Library agrees to utilize from the City, all personnel necessary for the proper functioning of the Library. Subject to the terms of this Agreement and existing policies, practices and collective bargaining agreements, the Library shall retain those employees identified in Exhibit A to remain working at the Library upon the effective date of this Agreement and future vacancies shall be posted and appointments processed by the City, subject to minimum qualifications as determined by the Library.

1.2 **The City as Employer.** The City is, and shall remain, the employer of those persons furnished to the Library for employment at the Library, and is liable as such for all purposes, including, without limitation, processing of all paychecks for City employees employed at the Library, compiling, preparing and filing all payroll and employee information, the payment of all federal, state and local employment taxes and the filing of all related tax returns, the provision of workers' compensation coverage and funding of all pension, welfare and fringe benefits programs for the employees working at the Library. The City reserves the exclusive right to exercise all power and control over its employees belonging to an employer at common law and by statute, provided, however, nothing contained in this Agreement limits the Library's statutory authority in connection with its operation of the Library.

1.3 **Compliance with Applicable Law.** The City and the Library each agree to comply with all applicable state and federal laws in performing their obligations under this Agreement, including but not limited to wage and hour, employee benefit and nondiscrimination laws.

II. Term of Agreement

This Agreement shall commence on the date written above and remain in full force and effect for _____, renewing _____ according to its terms and based on the first date set forth above, unless terminated by either party. Either party may terminate this Agreement for any or no reason by giving at least thirty (30) days' prior written notice to the other.

III. Administration

3.1 **Supervision.** The Library's Board shall be responsible for the direct supervision of the Library Director. The Library Director shall supervise and be responsible for employees working at the Library. Discipline or other adverse employment action involving City employees assigned to the Library shall be performed only upon consultation with and concurrence of the City. The parties agree the Library may conduct routine counseling of employees, provided such counseling is documented and forwarded to the City to be made part of the employee's personnel file.

3.2 **Personnel Policies.** All City employees working at the Library shall be subject to the Library's policies, as adopted for the operation of the Library. All Library policies shall be consistent with those in effect or adopted by the City for its employees, and applicable collective bargaining agreements, if any.

IV. Fee

In consideration of the personnel services provided by the City under this Agreement, the City and the Library agree:

4.1 **Reimbursement of Costs.** As specified in this Agreement, the Library shall reimburse the City for all associated payroll costs for the City employees assigned to the Library, promptly upon receipt of documentation itemizing such costs. The term "associated payroll costs" shall include, but not be limited to, wages, salaries, and all fringe benefit costs, including workers' compensation, unemployment compensation, medical and life insurance premiums and contributions, pension, payroll and other taxes and other related costs properly allocated to the employees assigned to the Library. Where an employee is assigned for less than a full calendar month, the cost of monthly premiums or payments may be prorated accordingly.

4.2 **Adjustment of Costs.** During the Term of this Agreement, the City may adjust the payroll costs as made necessary by statutory and regulatory changes, including, but not limited to, adjustments to FICA, federal and/or state employment taxes and workers' compensation, medical and pension contributions and life insurance as well as collective bargaining agreements and City policies and directives.

4.3 **Report of Hours Worked.** The Library shall report to the City all time worked by all the City's employees assigned to the District Library each pay period and shall provide the City with written verification of same. The City shall invoice the Library on a monthly basis for the fees set forth in Section 4.1 of this Agreement. The Library shall review and pay the invoice at its next regularly scheduled meeting, but in no event more than 30 days after receipt of the invoice.

V. Insurance

5.1 **Insurance Coverage.** The City shall furnish, and keep in full force and effect at all times during the Term of this Agreement, all insurance and benefit coverages which apply to the City employees working at the Library, including but not limited to general liability, automobile liability, and workers' compensation insurance. Upon written request by the Library, the City shall furnish a certificate of insurance verifying such coverage. The Library shall be included on as an additional insured on insurance policies applicable to Library operations.

VI. Indemnification

6.1 **By the City.** The City agrees to indemnify, defend and hold harmless the Library from any and all claims, obligations, losses, liabilities, damages, recoveries and deficiencies (including interest, penalties and actual reasonable attorney fees, costs and expenses) which the Library may suffer or incur as a result of: (i) the nonpayment of any payroll expense, employment tax or any other tax, assessment or expense that is payable by the City in connection with the claims brought by the Library employees; and (ii) any claims or suits against the Library in connection with claims brought by City employees working at the Library that arise from actions of the City. The City shall also pay to the Library all actual reasonable attorney fees, costs and expenses incurred by the Library, in enforcing the indemnification, provided, however, that the City shall not be obligated to indemnify, defend or hold harmless the Library with respect to any claims or suits arising as the result of actions of the Library. Further, if the Library submits a claim for indemnification to the City, then the Library shall give the City prompt notice of any claim or suit with respect to which such indemnification claim relates, and the City shall have the right to control the litigation and/or possible settlement of such underlying claim.

6.2 **By the Library.** The Library agrees to indemnify, defend and hold harmless the City from any and all claims, obligations, losses, liabilities, damages, recoveries and deficiencies (including interest, penalties and actual reasonable attorney fees, costs and expenses) which the City may suffer or incur as a result of any claims or suits against the City: (i) in connection with the enforcement of any obligation of the Library under this Agreement; and (ii) in connection with claims brought by City employees working at the Library that arise from actions of the Library. The Library shall also pay to the City all actual reasonable attorney fees, costs and expenses incurred by the City in enforcing the indemnification, provided, however, that the Library shall not be obligated to indemnify, defend or hold harmless the City with respect to any claims or suits arising as the result of actions of the City. Further, if the City submits a claim for indemnification to the Library, then the City shall give the Library prompt notice of the claim or

suit with respect to which such indemnification claim relates, and the Library shall have the right to control the litigation and/or possible settlement of such underlying claim.

VII. Default

7.1 **By the Library.** The following acts by the Library shall constitute default:

- (A) Failure to pay any fee to the City within thirty (30) days after it is due under this Agreement.
- (B) Violation by the Library of any provision of this Agreement.

7.2 **By the City.** The following acts by the City shall constitute default:

- (A) Failure to timely make payroll payments, group health coverage premiums, life insurance premiums, pension contributions or other payments necessary to maintain the City's employee benefit programs for City employees working at the Library.
- (B) Violation by the City of any provision of this Agreement.

7.3 **Cure.** If either party defaults under any provision of this Agreement, which default is not cured within thirty (30) calendar days following written demand for cure, then the nondefaulting party may, by written notice to the defaulting party, and without limitation on the nondefaulting party's other remedies, terminate this Agreement.

VIII. Access To Information

Either party shall have the right, but not the obligation, to demand from the other party with respect to any application for reimbursement or payment any showing, certificate, opinion, appraisal or other information as a condition of disbursement or payment of the Library moneys as either may reasonably determine is necessary.

IX. Notice of Discontinuation

Should either party give notice of its intent to terminate this Agreement, as provided for in Section II above, at least thirty (30) days before the Termination Date, the City shall give notice to all City employees currently assigned to the Library that the City will cease providing employees to the Library effective on the Termination Date. The City shall be responsible for honoring any rights that the employees may have under the City's personnel policies and/or collective bargaining agreements

X. Assignment

Neither party shall assign this Agreement or its rights and duties hereunder or any interest herein, without the prior written consent of the other party.

XI. Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of Michigan.

XII. Entire Agreement

This instrument contains the entire Agreement of the Parties and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter of this Agreement. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties of the Agreement.

XIV. Severability

If any provision of this Agreement, or any amendment of it, should be invalid, the remaining provision shall remain in effect and be so construed as to effectuate the intent and purposes of this Agreement and any amendments to it.

XV. Notices

All notices, requests and communications provided hereunder shall be in writing, and hand delivered or mailed by United States registered, certified, or express mail, return receipt requested, and addressed to the party's principal place of business as set forth in this Agreement.

XVI. Miscellaneous

16.1 The Library and the City agree to immediately report to each other in writing all accidents and injuries involving the City's employees leased to the Library for employment at the Library.

16.2 This Agreement is between the City and the Library and creates no individual or third-party beneficiary rights to the employees against the Library or the City.

16.3 The City and the City's workers' compensation insurance carrier shall have the right to inspect the Library's premises. To the extent possible, such inspection shall be scheduled at a mutually convenient time.

IN WITNESS, the undersigned have executed this Agreement as of the date first written above.

WITNESS:

CITY OF ROSEVILLE

By: _____

WITNESS:

By: _____

By: _____

ROSEVILLE PUBLIC LIBRARY

By: _____

Its: _____

By: _____

Its: _____