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

Att. #2

BLOCK PARTY INFORMATION

Block Party to be held June 27th (date), from 2:00 p.m. (time) until 10:00 p.m.

on Fortuna Street, between Curtis & Frazho

Contact Person(s): Louis & Susan Turner (name) [redacted] (phone)

***Must include a contact person's cell phone number, which can be used to reach someone during the block party:** Sue Turner [redacted]

SCHEDULED ACTIVITIES: Please list planned activities and times (even if tentative), for example children's games from 1-2 p.m., adult games from 3-4 p.m., picnic/barbecue from 4:30 to 6:30 p.m., live band from 7-9 p.m., clean-up 9-10 p.m. Please indicate times of any amplified music, whether live or recorded.

Basketball in the street 3-7

DJ playing from 3-10 pm.

Live Band (maybe) 3-9 pm.

Clean-up street 9-10 pm.

Upon approval by City Council, this form will be stamped "APPROVED" and sent back to the requesting party. It is the responsibility of the requesting party and/or contact person(s) to distribute copies of this "approved" information form to neighbors on adjacent street(s).

Signatures represent 22 houses out of a total of 48 homes on the block. (3 homes are vacant)

Att. #2

BLOCK PARTY INFORMATION

Block Party to be held July 18, 2009 (date) from 12 pm (time) until 11 pm

on Chalmers Street, between Dort & Curtis

Contact Person(s): Kimberly Fortune (name) [redacted] (phone)

***Must include a contact person's cell phone number, which can be used to reach someone during the block party:** Kimberly Fortune [redacted]

SCHEDULED ACTIVITIES: Please list planned activities and times (even if tentative), for example children's games from 1-2 p.m., adult games from 3-4 p.m., picnic/barbecue from 4:30 to 6:30 p.m., live band from 7-9 p.m., clean-up 9-10 p.m. Please indicate times of any amplified music, whether live or recorded.

Pinata 6:30pm-?

Water Ballon toss Children 3pm?

Water Balloon toss Adults 3pm?

Dinner 4-6pm

Smores children. 8:00pm

Upon approval by City Council, this form will be stamped "APPROVED" and sent back to the requesting party. It is the responsibility of the requesting party and/or contact person(s) to distribute copies of this "approved" information form to neighbors on adjacent street(s).

Signatures represent 15 houses out of a total of 20 homes on the block. (1 vacant home)

AUTOMATIC AID AGREEMENT
FOR EXCHANGE OF FIRE SERVICES
BETWEEN
THE CITIES OF ST. CLAIR SHORES, ROSEVILLE AND EASTPOINTE

THIS AGREEMENT, made and entered into this first day of, _____, 2009 by and between the CITY OF ST. CLAIR SHORES, a municipal corporation in the County of Macomb, hereinafter referred to as "ST. CLAIR SHORES", the CITY OF ROSEVILLE, a municipal corporation in the County of Macomb hereinafter referred to as "ROSEVILLE", and the CITY OF EASTPOINTE, a municipal corporation in the County of Macomb hereinafter referred to as "EASTPOINTE".

WHEREAS, ST. CLAIR SHORES, ROSEVILLE and EASTPOINTE provide fire service within their jurisdictions; and

WHEREAS, ST. CLAIR SHORES, ROSEVILLE and EASTPOINTE have found it to be of mutual benefit if the services of each department are in some circumstances extended outside of the limits of each jurisdiction into the boundaries of the other; and

WHEREAS, the parties hereto desire to enter into a mutual respect pact, wherein, in some circumstances, one party will respond to a fire incident occurring within the jurisdictional limits of the other party;

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties hereby agree as follows:

1. This agreement is a guide for day-to-day operations. It is not intended to replace or revise the *Macomb County Mutual Aid Plan*. The specific details of the service to be provided under this Agreement and the general operation policies, including, but not limited to, response areas and types of equipment, operational command, incident reports, dispatch and communications, training and response maps and pre-plans, and evaluation of the effectiveness shall be determined by the ST. CLAIR SHORES, ROSEVILLE and EASTPOINTE Fire Chiefs. The Governing Bodies of ST. CLAIR SHORES, ROSEVILLE and EASTPOINTE shall approve any change in the Standard Operating Guideline (SOG), which constitutes a change in policy. Each party shall use the attached SOG as the operational plan to facilitate the Automatic Aid Agreement.
2. Each party shall, at its own expense, develop and provide for the necessary cross connections of its communications system with the communications system of the other.
3. Each party shall, at its own expense, provide to the other party a predetermined grid mapping system designating the response area for its areas included in this Agreement.
4. The parties agree that the provisions of this Agreement shall not be used for the reduction of staffing, either departmental total or daily minimum, of the ST. CLAIR SHORES, ROSEVILLE and EASTPOINTE Fire Departments.
5. The services provided by each party pursuant to this Agreement shall be provided at no cost to the other party. In the event an emergency is declared, this Agreement shall not constitute a waiver of the rights of the respective parties to claim state and/or federal reimbursement.

6. The ST. CLAIR SHORES, ROSEVILLE and EASTPOINTE Fire Chiefs or their designated representatives shall determine and agree upon the capabilities of each party to respond to incidents requiring special equipment.
7. The parties understand and agree that the responding party's response to a request for aid shall depend upon any existing emergency conditions within its own jurisdiction and the availability of its resources.
8. For the purposes of a liaison and the administration of the Agreement, the ST. CLAIR SHORES, ROSEVILLE and EASTPOINTE Fire Chiefs are designated as the representatives of the respective parties to this Agreement, and they shall be jointly responsible for administration of this Agreement.
9. It is further agreed that any party may terminate the Agreement at any time by giving written notice to the other parties at least sixty days (60) prior to the date of termination.

By entering this Agreement, none of the parties waives any of the immunities provided under State or Federal law or other applicable provisions of law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF ST. CLAIR SHORES

By:_____ Dated:_____
Mayor

By:_____ Dated:_____
City Clerk

CITY OF ROSEVILLE

By:_____ Dated:_____
Mayor

By:_____ Dated:_____
City Clerk

CITY OF EASTPOINTE

By:_____ Dated:_____
Mayor

By:_____ Dated:_____
City Clerk

DTE Energy

Detroit Edison

Services Agreement ("Agreement")

EFFECTIVE DATE:_____, 2009

BY AND BETWEEN:

COMPANY: DTE Energy Corporate Services, LLC and

CUSTOMER: City of Roseville
29777 Gratiot Ave.
Roseville, MI 48066

Re: Energy Management Services for Assistance in Development of Energy Efficiency and Conservation Strategy for Federal Energy Efficiency and Conservation Block Grant ("Block Grant")

TOTAL PURCHASE PRICE: $3,972. Other fees may also apply.

PAYMENT TERMS: 25% due on or before 30 days after the Effective Date. Thereafter, 25% of the Total Purchase Price is due on or before the first day of each month for the next three months. Customer shall also reimburse Company for all business expenses incurred while performing services for Customer. This is a four month contract. ***Option:** Invoicing can be placed on Customer's DTE Energy Electric Bill. Payments can be made over a 4-month period without interest.

THE ATTACHED TERMS AND CONDITIONS (ATTACHEMENT #1) AND THE ATTACHED SCOPE OF WORK (ATTACHMENT #2) ARE HEREBY INCORPORATED AND MADE PART OF THIS AGREEMENT. CUSTOMER UNDERSTANDS THAT IT MAY OR MAY NOT RECEIVE A GRANT.

DTE Energy Corporate Services, LLC

By: _____
Authorized Representative

Title: Principal Supervisor, Energy Partnership and Services

Date: _____

Contact Person: Emmanuel Pervolarakis (313) 235-5026
Notice Address: DTE Energy, Major Account Srvcs-Energy Partnership
One Energy Plaza, 1242 WCB, Detroit, MI 48226-1221

Customer

By: _____
Authorized Representative

Title: _____

Date: _____

Contact Person: John Chirkun
Notice Address: 29777 Gratiot Ave
Roseville, MI 48066

***Option:** Acceptance of adding cost of selected service to your DTE Energy bill (identified as a separate line item) over a 4-month period.

Acceptance: _____ Date:_____
City of Roseville Authorized Representative

Terms & Conditions

1. **Scope of Work**: Refer to Attachment #2
2. **Contract Price**: The Total Purchase Price is stated on the front page of this Agreement and shall include all taxes, fees, and licenses necessary to complete the Scope of Work.
3. **Payment**: Payment Terms are stated on the front page of this Agreement.
4. **Scope of Work Schedule**: Company and Customer will work together to develop a mutually agreed upon schedule to complete the Scope of Work.
5. **Force Majeure**: Company is not liable for any delay in the performance of work resulting from acts or circumstances beyond Company's control, including, but not limited to, acts of God, fire, acts of civil or military authorities, governmental priorities, strikes, floods, war or riot, conditions of the premises, acts or omissions of the Customer or other contractors, or delays caused by suppliers or subcontractors of Company.
6. **Changes in Work**: There shall be no changes in the Scope of Work unless approved in writing by the Customer and Company. If any change causes an increase or decrease in Company's' cost or time required for performance of the Scope of Work, the parties shall agree on an equitable adjustment to the Total Purchase Price, prior to the commencement of any additional or revised Scope of Work..
7. **Subcontractors**: Company may sub-contract in whole or in part its obligations under this Agreement.
8. **Compliance with Laws**: Company and Customer will comply with all federal, state, and local laws and regulations. Company shall obtain any necessary permits and licenses required for the Scope of Work.
9. **Indemnification**: The parties agree to indemnify each other from any and all liabilities, claims, losses, damages, or expenses, including attorney's fees, which may arise in connection with the execution of the Scope of Work and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
10. **Insurance**: Company will carry the reasonable and customary insurance as required by Customer, as long as Customer provides such requirements to Edison prior to the commencement of any work under this Agreement.
11. **Waiver; Limitation of Liability.** **To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorneys fees, arising out of this Agreement, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the Total Purchase Price paid to Company.**

12. **Limitation of Remedy**: The Customer's sole and exclusive remedy for failure of the work to perform as stated in the Proposal is to have Company re-perform the work so as to conform to the Scope of Work.

13. **Warranty**. Company provides a twelve month (12) warranty for all labor provided under the Scope of Work. This labor warranty period starts running upon completion of the Scope of Services. Any warranty, if any, from the manufacturer of the equipment will be passed through to the Customer.

14. **Termination for Default**: This Agreement may be terminated by either party only upon unremedied default of the other party. The non-defaulting party shall give the defaulting party written notice of the default. In the case of a bankruptcy filing of any kind, the party subject to the bankruptcy shall have the absolute right to remedy the default within five (5) days. For any other default the defaulting party shall have the right to remedy the default within thirty (30) days after written notice from the non-defaulting party. For the second or subsequent non-bankruptcy-related default the defaulting party shall have the right to remedy the default within fifteen (15) days after written notice from the non-defaulting party.

15. **Notices**: Any notices provided for in this Agreement shall be in writing and shall be sent registered mail to the respective address on the Purchase Agreement or to such addresses as may have been changed by written notice.

16. **Interpretation**: If there is a conflict between the language in the main body of these Terms and Conditions and the language of an attachment to this Agreement, the language in the attachment shall control.

17. **Independent Contractors**: Company shall operate as and have the status of an independent contractor and shall not act as nor be an agent or employee of Customer. Company will be solely responsible for determining the means and methods for performing the Scope of Work.

18. **Representations and Warranties**. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

19. **Miscellaneous**

(a) This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings.

(b) No party other than Company and Customer, and their respective successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Company and Customer, and their respective successors, and assigns, and not for the benefit of any other party.

(c) Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

(d) The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

(e) This Agreement shall be governed by the laws of the State of Michigan.

Services to be provided by Company:

Scope of Work ("Service")
Company will assist the Customer in developing an Energy Efficiency and Conservation Strategy ("EECS") planning document for the Block Grant

The Service includes:

- Perform preliminary walk-through energy audits of Customer facilities, as agreed upon by the parties. Interviews with knowledgeable facilities personnel will be required for each facility to assist in identifying Energy Conservation Opportunities (ECOs).
- Identify, energy saving opportunities to optimize Customer's energy utilization. Identified energy saving projects will include potential cost / benefit analysis.
- Assist in completing the application forms per Block Grant requirements, including the Grant Application Package.
- Identify Company's Optimization (EO) program incentive opportunities. The EECS strategy will include utilizing EO funds to supplement Block Grant projects.

Review, collaborate, and facilitate coordination efforts for all documentation on the Customer's behalf pertaining to the Block Grant forms and the Energy Efficiency and Conservation Strategy planning documents. Customer will provide the necessary site and system access, including the Customer's FedConnect account, and provide any documentation required by Company to perform the services, such as utility bills and blueprints of systems.

After the successful completion of this Agreement the Company and the Customer may negotiate a separate agreement to address detailed energy audits and energy programs (including detailed project costs and savings) and/or the utilization of an on-site energy manager to provide a full range of energy management services.

MEMORANDUM

CITY OF ROSEVILLE

BUILDING DEPARTMENT

TO: Steve Truman, City Manager

FROM: Glenn Sexton, Building Director

DATE: May 19, 2009

RE: 2008 Forfeiture Properties (revised)

I have reviewed the properties that are available for purchase by the City of Roseville due to unpaid taxes. It is my opinion that we exercise our option to purchase these properties for the following reasons:

1) The general welfare of the City will be served by removal of three (3) houses that are not economically feasible to renovate.
2) Dilapidated vacant houses can be resold and renovated per terms stipulated by the City of Roseville.
3) Vacant properties can be purchased by our CDBG program for redevelopment.
4) Unbuildable lots can be combined with adjacent lots.
5) If a plan similar to the one outlined below is followed, the City of Roseville should be able to recoup at least 100% of the $124,333.75 purchase costs.

I have evaluated each property and offer the following recommendation for each:

1) 30352 Wedgewood – This property has been gutted by the Wedgewood Condominium Association. Due to present housing values we should sell this property for $1.00 with renovation stipulations.

2) 19536 Georgia – The house is not economically feasible to renovate. The 11,000 square foot lot size would make it a good property to sell when the economy recovers. The buildings should be demolished. Estimated cost $6,500.00. Resale value of the lot <$15,000.00.

3) 28068 Rosemont – Property and house can be sold with renovation stipulations. Value <$20,000.00.

4) 28065 Waverly – Home to be demolished and property sold to CDBG. Value $12,000.00

5) Vacant Ivanhoe – Land sold to CDGB. Value <$12,000.00.

6) 17311 Ivanhoe – Sell with renovation stipulations. Value <$15,000.00.

7) 17647 Tennyson – Sell with renovation stipulations. Value <$25,000.00

8) 17711 Tennyson – Sell with renovation stipulations. Value <$15,000.00

9) 17431 11 Mile – Sell to CBDG. Value $8,000.00

10) 17890 Martin – Sell with renovation stipulations. Value <$30,000.00

11) 26500 Belanger (vacant) – Sell to CDBG. Value $12,000.00

12) Vacant LaSalle – Irregularly shaped lot is not buildable. Sell or give to adjacent property owner. Value $1,500.00.

13) 16360 Frazho – This appears to be an occupied duplex. We can let Housing utilize it for Section 8 until the time is better suited for selling. Value $40,000.00

14) Vacant Pearl – Must be combined with 25346 Pearl.

15) 25346 Pearl – We can split the north 40' of this lot and sell the lot to CDBG. The existing home can be sold with renovation stipulations. Value of house and extra lot $24,000.00

16) 25133 Pinehurst – Sell lot to CDBG. Value $10,000.00

17) Landlocked Hoffmeyer – Sell to adjacent property owner. Value $1,500.00

18) 17921 Oakdale – Sell home to adjacent church on Pinehurst. Value $15,000.00

Financial recap:		Revised financial recap (5/19/09):
Total purchase price	$ 91,787.74	$124,333.75
Cost recouped within first year	$122,000.00	$122,000.00
Cost recouped within 2 – 5 years	$134,000.00	$134,000.00
Total resale value	$256,000.00	$256,000.00

:mcw

OFFICE OF MACOMB COUNTY TREASURER

Ted B. Wahby

1 S. Main St., 2nd Floor
Mount Clemens, Michigan 48043-2312
586-469-5190 FAX 586-469-6770

Jerome T. Moffitt
Chief Deputy

May 13, 2009

Stephen Truman
City Manager
29777 Gratiot
Roseville, MI 48066

Dear Mr. Truman,

Enclosed is a list of properties obtained through the Tax Reversion process which are subject to your right of refusal to purchase. We anticipate the state will notify us at the end of June if they will acquire any of the parcels.

The attached listings are being offered to your city, village or township Pursuant to PA 206 of 1893 as amended. We would appreciate closing by July 10, 2009.

Please contact Jerry Moffitt at (586) 469-5703 to make arrangements on the date to pick up your deed.

Very truly yours,

[redacted]

Ted B. Wahby

TBW: km
Enclosure

CC: Local Treasurer
Local Assessor

Glenn Sexton

05/12/2009
09:35 am

FORFEITURE LIST FOR MACOMB COUNTY
FOR 2008 FORFEITURE OF 2006 AND PRIOR TAXES
FEES COMPUTED AS OF: 03/31/2009

PARCEL	TOTAL DUE
08-14-08-183-006	11,154.81

WEDGEWOOD VILLAGE; MCCP 687; UNIT 6

Property Address: 30352 WEDGEWOOD CIR
Owner: SEMAAN, GEORGE
[redacted]
Taxpayer: SEMAAN GEORGE
[redacted]

08-14-09-379-007	10,716.95

GRATIOT ACRES W 50 FT OF LOT 183

Property Address: 19536 GEORGIA
Owner: WINSTEN, DENISE
[redacted]
Taxpayer: WINSTEN BRYAN & DENISE
[redacted]

08-14-17-155-013	7,848.83

FELICIAN MANOR NO 1 (L.7,P.61); LOT 528

Property Address: 28068 ROSEMONT
Owner: BOLINGER, JERRY
[redacted]
Taxpayer: BOLINGER JERRY L
[redacted]

08-14-17-155-029	6,893.81

FELICIAN MANOR NO 1 (L.7,P.61); LOT 481

Property Address: 28065 WAVERLY
Owner: BOLINGER, JERRY
[redacted]
Taxpayer: BOLINGER JERRY L
[redacted]

08-14-17-327-035	13,787.44

FELICIAN MANOR (L.7,P.44); LOT 81

Property Address: 17311 IVANHOE
Owner: LAPINTA, THOMAS
[redacted]
Taxpayer: LAPINTA THOMAS
[redacted]

05/12/2009
09:35 am

FORFEITURE LIST FOR MACOMB COUNTY
FOR 2008 FORFEITURE OF 2006 AND PRIOR TAXES
FEES COMPUTED AS OF: 03/31/2009

PARCEL	TOTAL DUE
08-14-17-327-036	1,826.56

FELICIAN MANOR SUBDIVISION (L.7.P.44); LOT 82

Property Address: IVANHOE
Owner: LAPINTA, THOMAS
[redacted]
Taxpayer: LAPINTA THOMAS
[redacted]

08-14-17-332-040	4,788.19

PIPER'S ROSEVILLE CITY LOT 199

Property Address: 17647 TENNYSON
Owner: ASHMAN, RUSSELL
[redacted]
Taxpayer: ASHMAN RUSSELL C & CAROL D
[redacted]

08-14-17-332-042	6,338.08

PIPER'S ROSEVILLE CITY; LOT 201

Property Address: 17711 TENNYSON
Owner: BLACKBURN, BRENDA
[redacted]
Taxpayer: BLACKBURN BRENDA
[redacted]

08-14-17-382-007	7,403.90

ROSEVILLE FARMS NO 3 SUBDIVISION W 1/2 OF LOT 11 EXC S 69 FT

Property Address: 17431 11 MILE
Owner: TIDMORE, LORENE
[redacted]
Taxpayer: TIDMORE LORENE & TERRY LEWIS
[redacted]

08-14-17-401-006	8,316.10

PIPERS ROSEVILLE CITY W 1/2 LOT 3 & ALL LOT 4

Property Address: 17890 MARTIN
Owner: WILSON, JOSEPH
[redacted]
Taxpayer: WILSON JOSEPH R & STACY
[redacted]

05/12/2009
09:35 am

FORFEITURE LIST FOR MACOMB COUNTY
FOR 2008 FORFEITURE OF 2006 AND PRIOR TAXES
FEES COMPUTED AS OF: 03/31/2009

PARCEL	TOTAL DUE
08-14-19-133-011	5,739.58

T1N,R13E SEC 19 COMM AT N 1/4 POST SEC 19; TH N87*30'W 680.4 FT; TH S02*08'W 1270.85 FT TO PT BEG; TH S02*08'W 45 FT: TH N87*16'W 135 FT; TH N02*08'E 45 FT; TH S87*16'E 135 FT TO PT BEG, BEING VAC LOT 31 OF MC DOUGALL LAND CO'S SUB. CITY OF ROSEVILLE

Property Address: 26500 BELANGER
Owner: O'DELL, RONALD
[redacted]
Taxpayer: ODELL RONALD M & M DIANE
[redacted]

08-14-19-227-013 5,375.45

ROSEVILLE SUB PART OF LOT 27 & ADJ VAC ALLEY & PART OF LOT 40 OF ERIN HEIGHTS SUB TOGETHER DESC AS BEG AT SE COR LOT 27; TH S87*44'17"W 117.50 FT ALG S LOT LINE; TH N02*30'43"W 30.0 FT ALG W LINE LOT 27; TH S87*44'17"W 29.39 FT TO S'LY R/W LINE OF I-696 SOUTH SERVICE DR; TH N79*09'43"E 148.36 FT ALG SD S'LY R/W LINE TO W LINE LASALLE AVE; TH S02* 30'43"E 52.12 FT TO POB.

Property Address: LA SALLE
Owner: RAND, DONALD
[redacted]
Taxpayer: RAND DONALD C
[redacted]

08-14-20-379-007 12,903.95

MACOMB GARDENS LOT 247 & S 1/2 OF LOT 248 & 1/2 VAC ALLEY ADJ REAR

Property Address: 25346 PEARL
Owner: REO NATIONWIDE LLC
[redacted]
Taxpayer: REO NATIONWIDE LLC
[redacted]

05/12/2009
09:35 am

FORFEITURE LIST FOR MACOMB COUNTY
FOR 2008 FORFEITURE OF 2006 AND PRIOR TAXES
FEES COMPUTED AS OF: 03/31/2009

PARCEL	TOTAL DUE
08-14-20-379-008	2,354.92

MACOMB GARDENS (L.3,P.77); LOT 246 & 1/2 VAC ALLEY ADJ REAR

Property Address: PEARL
Owner: EDWARDS, JAMES VIRGIL
[redacted]
Taxpayer: EDWARDS JAMES VIRGIL
[redacted]

08-14-20-383-023	2,462.19

MACOMB GARDENS LOT 47 & 1/2 VAC ALLEY ADJ REAR

Property Address: 25133 PINEHURST
Owner: KEELING, DOROTHY
[redacted]
Taxpayer: KEELING DOROTHY & JENKINS DORIS
[redacted]

08-14-20-403-017	670.93

T1N,R13E,SEC 20; COMM AT E 1/4 POST SEC 20;
TH WEST 1662.80 FT; TH S00*12'W 348 FT TO POB;
TH S00*12'W 50 FT; TH W 160.90 FT: TH N00*12'E 50 FT:
TH E 160.90 FT TO POB; 0.185 AC.

Property Address: HOFFMEYER
Owner: SKOCZEN, S
[redacted]
Taxpayer: SKOCZEN STANLEY & SHIRLEY
[redacted]

08-14-20-451-013	6,067.18

MACOMB GARDENS LOT 153 INCL 1/2 VAC ALLEY ADJ N LINE & ALL VAC ALLEY ADJ E LINE

Property Address: 17921 OAKDALE
Owner: BROWN, RUTH E
[redacted]
Taxpayer: JEFFERSON ARTHUR JR & BROWN RUTH
[redacted]

TOTAL	114,648.87

THE ABOVE TOTALS ARE SUBJECT TO FINAL SETTLEMENT WITH THE LOCAL UNITS ON THE 2008 TAX YEAR. COST INCURRED AFTER 3/31/09 ARE NOT INCLUDED. SETTLEMENT ON ACQUIRED PROPERTIES SHOULD BE COMPLETED NO LATER THAN JULY 10, 2009.

05/12/2009
09:35 am

FORFEITURE LIST FOR MACOMB COUNTY
FOR 2008 FORFEITURE OF 2006 AND PRIOR TAXES
FEES COMPUTED AS OF: 03/31/2009

PARCEL	REDEMPTION EXPIRES	TOTAL DUE
08-14-19-401-033	6/1/09	9,684.88

ASSESSORS PLAT NO 4 N 1/2 OF LOT 20

Property Address: 16360 FRAZHO
Owner: MC NEIL, MICHAEL
[redacted]
Taxpayer: MCNEIL MICHAEL T
[redacted]

TOTAL 9,684.88

IF THE PARCEL(S) ARE NOT PAID, REDEMPTION EXTENDED OR REMOVED FROM JUDGMENT OF FORECLOSURE BY THE INDICATED REDEMPTION DATE THE PRACEL WILL BE OWNED BY THE MACOMB COUNTY TREASURER AND AVAILABLE FOR PURCHASE BY THE LOCAL UNIT.

MOTION MADE BY:_____ **DRAFT** 5/6/09

MOTION SECONDED BY:_____

AN ORDINANCE TO ADD CHAPTER 135 TO SET FORTH RULES AND REGULATIONS GOVERNING THE PRODUCTION OF COMMERCIAL FILMS WITHIN THE CITY OF ROSEVILLE BY ADOPTING RULES AND REGULATIONS, TO PROVIDE FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE.

CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN
ORDINANCE NO._____

THE CITY OF ROSEVILLE ORDAINS:

AN ORDINANCE TO SET FORTH RULES AND REGULATIONS GOVERNING THE PRODUCTION OF COMMERCIAL FILMS WITHIN THE CITY OF ROSEVILLE BY ADOPTING RULES AND REGULATIONS, TO PROVIDE FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE.

Section 1. Chapter 135 is hereby adopted to provide as follows:

CHAPTER 135
FILMING PERMITS

§ 135-1. Title.

This Article may be known and may be cited as the City of Roseville "Film Permit Ordinance".

§ 135-2. Definitions.

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Charitable Films. Commercials, motions pictures, television, video recordings, or other photography produced by a nonprofit organization which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, recordings, or photos.

Filming. The act(s) of undertaking, producing, or creating a video recording or motion picture film. The term also includes the setup and dismantling of all related equipment.

Film Office. The film production office designated by the City Manager of the City of Roseville.

DRAFT

News Media. The filming or video recording for the purpose of spontaneous, unplanned, or "on scene" television news broadcasting by reporters, photographers, or camera operators, but not including magazine or documentary programs filmed, edited, and prepared for commercial purposes.

Personal Film. A video recording or film for private or family use, including but not limited to family event videos.

Student Film. A motion picture film or video recording production by a student of a public or private school or college where the production is for school or college credit and for which no profit is taken.

Video Recording. The creation of a motion picture or film, whether by the act of filming, undertaking a video recording production, or otherwise.

Video Recording Production. The use of video recording equipment to capture motion picture images, whether by videotape, digital media, or any other means.

§ 135-3. Filming Permit Required.

Except as otherwise provided in this Article, it is unlawful for any person to engage in the business or activity of filming at any place within the City, other than at or in an established motion picture or television studio or entirely within an enclosed structure or building (with no outside storage of filming equipment) without a film permit from the City. Any person interested in filming within the City shall complete in full a film permit application that shall be submitted to the City of Roseville. A film permit does not constitute or grant permission to use or occupy property not owned, leased, or controlled by the City.

§ 135-4. Exemptions.

The provisions of this Chapter shall not apply to:

(A) Current news productions which includes reporters, photographers, or camera person in the employment of a newspaper, news service, broadcasting station, or similar entity engaged in the broadcasting of news events;

(B) Education, government and public access and local origination programs and productions for cable television systems franchised within the City;

(C) The filming of competitive athletic events, parades, or other similar events of a public nature, when in attendance as a member of the public and a spectator;

(D) Private events filmed or photographed for noncommercial purposes, such as private parties or weddings;

(E) The creation of a student film, unless the filming activities adversely impact public ways or are conducted outdoors in residential areas;

DRAFT

(F) Local commercials (video or still photography) produced entirely on private property for purposes of advertising local businesses and merchants, so long as the equipment, personnel, and subject connected with the commercials do not interfere in any way with the public right-of-way or impact neighboring private property;

(G) The filming or video recording of motion pictures and activities associated therewith which occur upon property which is owned or leased for more than six (6) months by the enterprise or individual conducting the filming or video recording and none of the activities are open to view by the general public. However, this exemption shall not be construed to authorize the use of residential properties for commercial enterprises that violate any laws, the City code, or the City's zoning ordinance;

(H) Films produced entirely for training of employees or personnel that are produced within the employer's property and do not utilize or adversely impact any public ways and are not produced outdoors in residential areas; and

(I) Any other activity deemed to be in the public interest by the City Manager.

§ 135-5. Application Contents and Fees.

The applicant for a permit required by this Chapter shall supply the following information on the application:

(A) Name, mailing address and telephone number of the applicant. If an association, the applicant shall provide its full name. If a corporation, the applicant shall provide the full name and the official address thereof with the date and state of incorporation, the full name and address of the resident agent, and attach to the application a copy of the certificate from the state of incorporation indicating that the corporation is in good standing. If a limited liability company, the applicant shall provide the full name and the official address thereof with the date and state of organization, the full name and address of the resident agent, and attach to the application a copy of the certificate from the state of organization indicating that the company is good standing;

(B) Name, address, and telephone number of the person in charge of the location and responsible for the applicant's and applicant's employees' conduct. The Film Office may also require that the applicant provide the names and related information of association members, corporate directors, partners, or others in a position of responsibility with the applying entity;

(C) Name, address, and twenty-four (24) hour telephone number of at least two persons to be contacted in the event of emergency situations which might alter the conditions of the film permit;

(D) Name (or working title) of the film or project, a statement of the kind, character, and type of proposed motion picture, television, radio, and/or photographic production;

(E) Approximate number of individuals in the cast and crew;

(F) List of types and numbers of vehicles and other equipment;

(G) Special conditions or requests by the applicant, including requests for special assistance at the location such as street closure, traffic control, and emergency services;

(H) If the applicant intends to use either wild animals, chemicals, explosives, or fire, or intends to engage in any other hazardous activity as deemed by the City Manager, a statement to the effect and a description of such activities with specificity;

(I) Each application shall be accompanied by a fee as follows:

(1) A processing fee in an amount established by Resolution of the City Council to reimburse the City for the staff time required to evaluate the application and establish conditions of approval. The processing fee shall be waived for charitable and nonprofit organizations which qualify under Section 501(c)(3) of the United States Internal Revenue Code. The processing fee is nonrefundable.

(2) A daily property use fee in an amount established by Resolution of the City Council to compensate the City for the use of the public property and its unavailability for ordinary and usual purposes resulting from the filming activity.

(3) A monitoring fee to reimburse the City for staff time required to monitor the filming activity, and for reasonable costs for other City services or equipment approved for use during such activities, in an amount as to be determined at the time of the City's review of the permit application.

(4) The processing fee shall be waived for the following if, in the discretion of the City Manager, the City will benefit by doing so:

(5)

i. Productions conducted by a cable television company operating under a franchise granted by the City which are not conducted on public property, do not interfere with public right-of-ways, and which involve fewer than two motor vehicles; and

ii. Productions for wholly charitable or educational purposes and from which no profit is derived, either directly or indirectly; and

iii. A student film.

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§ 135-6. Accompanying Plans.

Each application for a permit required by this Article shall be accompanied by a detailed explanation, including plans, drawings and diagrams where applicable, of the prospective permittee's plans to provide for the following:

(A) The size or area of the property to be used, including a sketch of the filming site showing placement of work trucks and production vehicles;

(B) A sketch of the "base camp", if any, showing any off-street locations for crew, parking, honeywagon, catering and non-essential production vehicles;

(C) A traffic control plan of the exact filming location, listing roads or lanes to be closed, if any;

(D) A description of the duration of the proposed activities and daily hours of operation;

(E) The facilities for cleanup and waste disposal with written plans and specifications thereof;

(F) A letter of notification of, and signatures from, businesses/neighborhoods impacted by filming or related activities, if required by the Film Office; and

(G) Insurance and bonding arrangements.

§ 135-7. Investigation of Application.

Upon receipt by the City Manager, or his/her designee, copies of the application for a permit required by this Article shall be forwarded to the Police Chief, Fire Chief, Building Official, and to such other appropriate public officials as the City Manager, or his/her designee, deems necessary. Such officers, departments, and officials shall review and investigate matters relevant to the application and within four (4) business days of receipt thereof shall report their findings and recommendations to the City Manager, or his/her designee.

§ 135-8. Liability Provisions.

The requirements of this Article are applicable whenever a permittee's operations will utilize or impact City facilities or property as determined by the City Manager.

(A) Liability Insurance. As a condition of issuing such a filming permit, the permittee shall furnish insurance with the City as a named insured in an amount to be determined by the City Manager, but in no event in an amount less than One Million Dollars ($1,000,000) to protect the City against claims of third persons for personal injury, wrongful death and/or property damage to indemnify the City for damage to the City property

arising out of the permittee's activities. An additional minimum of Five Million Dollars ($5,000,000) of such general liability insurance coverage shall be required in the event motor vehicles, aircraft, helicopters, explosives, or pyrotechnics are used in the activity. Such insurance shall be evidenced by the standard General Special Endorsement Form or the Certificate of Insurance (Public Liability) form provided by the City Manager, or his/her designee. The applicant shall also submit verification that adequate worker's compensation insurance coverage is maintained.

(B) Hold Harmless and Idemnity Agreement. An applicant shall execute a hold harmless and indemnity agreement as provided by the City prior to the issuance of a permit.

(C) Faithful Performance Bond. Before the issuance of a permit, the permittee shall deposit a sum of money in the form of a cash bond, in an amount determined by City Council Resolution. The bond shall be in a form approved by the City Attorney, conditioned upon the permittee's faithful compliance with all of the terms and provisions of this Chapter and all applicable provisions of state or local law, and which shall indemnify the City, its agents, officers, and employees and the City Council against any and all loss, injury, or damage whatever arising out of or in anyway connected with the filming activity and which shall indemnify the owners of the property adjoining the filming site for any costs attributable to cleaning up and/or removing debris, trash, or other waste resultant from the filming activity.

(D) Security Personnel. The permittee shall employ at its own expense such security personnel as are necessary and sufficient to provide for the adequate security and protection of the maximum number of attendants at the location of the filming activity and for the preservation of order and protection of property in and around the site of the filming activity. No permit shall be issued unless the Police Chief, or his/her designee, is satisfied that such necessary and sufficient security personnel will be provided by the permittee for the duration of the assembly.

§ 135-9. Findings.

In processing an application for a permit required by this Chapter, the City Manager, or his/her designee, shall issue a permit as provided for in this Chapter when from a consideration of the application and from such other information as may be otherwise obtained, he/she finds that:

(A) The conduct of such activity will not unduly interfere with the use and enjoyment of neighboring property or unduly interfere with traffic or pedestrian movement or endanger public safety and that no streets will be completely closed to traffic for an unreasonable period of time. Adequate advance notice of any street closure shall be given to the Police Chief, or his/her designee.

(B) The conduct of such activity will not unduly interfere with normal governmental or City operations or threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not deposited in advance by the applicant.

(C) The activity does not propose to include obscene matter or an obscene performance and will not involve conduct in violation of state, local, or federal laws, rules, or regulations, as defined in 1984 PA 343, being MCL 752.361 to 752.374.

(D) At the determination of the City Manager, or his/her designee, as well as the City of Roseville Police, Fire and Building Departments, that the condition of such activity will not constitute a fire hazard or any other type of hazard and all property safety precautions will be taken as determined by the heads of the aforementioned departments or their designees.

(E) The permit shall not authorize the production of a film that in any manner requires the use of property owned by or under the control of the City of Roseville in violation of 2008 PA 84, prohibiting the production of a film that includes obscene matter or an obscene performance or that requires that individually identifiable records be created and maintained for every performer provided in 18 USC §2557.

§ 135-10. Grounds for Denial.

A filming permit, required by this Chapter, may be denied if:

(A) The applicant fails to comply with any or all requirements of this Chapter (including those set forth in Section 135-9), or with any and all conditions imposed pursuant to this Chapter, or with any other applicable provision of state, local, or federal laws, rules, or regulations.

(B) The applicant has knowingly made a false, misleading or fraudulent statement in the application or in any supporting document.

§ 135-11. Appeal.

The decision of the City Manager, or his/her designee, to issue, conditionally issue, or deny a permit shall be final, unless appealed in writing within five (5) working days of the decision by requesting a hearing before the City Council at the next available meeting. Where conditions are imposed as prerequisites to the issuance of a permit and where the permit is denied, notice thereof shall be mailed to the applicant by certified mail within five (5) days of such action. In case of a permit denial, the reasons therefore shall be stated in the notice.

§ 135-12. Contents, Posting, and Transferability.

A permit required by this Chapter shall specify the name and address of the permittee, the kind and location of the filming activity, the maximum number of attendants permissible, the duration of the permit and any other conditions imposed pursuant to this Chapter. It shall be posted in a conspicuous place upon the premises of the filming activity and shall not be transferred to any other person or location.

§ 135-13. Restoration.

A permittee shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use, maintenance of the area, and the clean up of all trash and debris. The area shall be cleaned of trash and debris within two (2) hours of the completion of the activity, or within such other time established in the permit to the City's satisfaction. The applicant shall be responsible for restoring any area damaged or disrupted before leaving the site. If the site is not repaired or restored to the City's satisfaction, the City Manager, or his/her designee, shall have the necessary restoration and/or repairs performed and the applicant shall reimburse the City for such work within ten (10) days of completed filming. In the event the applicant fails to reimburse the City, the City may secure its reimbursement from the deposit or the bond that was posted by the permittee during the application process. The amount of the bond shall no way limit the permittee's liability or responsibility for the costs or repairs or restoration in the event these costs exceed the bond amount.

§ 135-14. Filming Hours.

(A) Permitted Hours. It is prohibited for any person to commence or conduct, or permit the commencement or conducting of, any filming in residentially-zoned neighborhoods, and any other neighborhoods within a three hundred (300) foot radius of a residential zone, except between the hours of 7:00 a.m. and 10:00 p.m., Monday through Friday; 8:00 a.m. through 10:00 p.m., Saturday; and 9:00 a.m. through 10:00 p.m., Sunday and City-specified holidays.

(B) Exception – Extended Hours. Filming activity in residentially-zoned neighborhoods, and other neighborhoods located within a three hundred (300) foot radius of a residential zone, shall be permitted beyond those hours set forth in this Chapter if the permittee submits signatures of approval from one adult resident of at least seventy percent (70%) of the dwelling units located within a three hundred (300) foot radius of the filming, at least forty-eight (48) hours prior to the scheduled start time of the filming. However, this signature requirement may be waived by the City Manager if it determines that the filming will not have any adverse effect upon the owners or occupants of such dwelling units.

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§ 135-15. Parking and Street Closures.

(A) No person shall close any City street or alley, unless first authorized by the City.

(B) No person shall park a vehicle or place equipment associated with filming on any street or alley, except where parking is lawfully permitted.

(C) The permittee shall post "No Parking" signs, as required by the City Manager, at least twenty-four (24) hours prior to the scheduled start time of the filming.

§ 135-16. Violation; Revocation; Penalty.

(A) Any film permit may be revoked under the following circumstances:

(1) Where it has been determined that the permittee has violated or has failed to comply with any of the terms or conditions of the film permit;

(2) Where it has been determined that the permittee has violated or has failed to comply with any ordinances, resolutions, or applicable regulations;

(3) Where it has been determined that the film permit was granted pursuant to false or fraudulent information contained in the film permit application or verbally provided to City officials;

(4) Where it has subsequently been determined that filming activity will fail to meet the criteria enumerated in this Chapter for granting a film permit; or

(5) Where it has been determined that the preservation of the public health, safety, and general welfare demand revocation of the film permit.

(B) A notice of recovation shall be mailed to the permittee, by certified mail, stating the grounds for revocation and advising the permittee of the appeal rights afforded by this Chapter.

(C) City officials with the authority to revoke a permit include the City Manager, Police Chief, Fire Chief, or his/her disgnee.

(D) Revocation of a film permit shall be effective for a period of one year. No permits shall be issued to any individual or entity found to be in violation of this Chapter for the subsequent one year period of time. Thereafter, film permits may be granted on a restricted or conditional basis to ensure that the offender does not violate this Chapter again.

(E) Violation of any of the provisions of this Article or any of the terms and conditions of a film permit shall be punishable as set forth in chapter one of the City Code. In addition, it shall be a misdemeanor to:

(1) Provide false or fraudulent information to the City during the permit application process;

(2) Provide any false or fraudulent information after the permit has been issued, including but not limited to the possession or existence of consent or permission from property owners when required; or

(3) Fail or refuse to cease any film activities when ordered to do so by a City official due to violations of any code, ordinance, or this Chapter.

§ 135-17. Nuisance Violations.

Any filming, video recordings, or related activity conducted contrary to the provisions of this Chapter shall be and is hereby declared to be an unlawful action and a public nuisance. The City Council may authorize the commencement of an action at law or in equity in the name of the City in any court of competent jurisdiction against the permittee to ensure compliance with the terms of this Chapter. All remedies prescribed herein will be cumulative and the use of any one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions of this Chapter, nor shall the City's delay or failure to exercise any remedy result in a waiver of same.

Section 2. Repealer. Any section herein that is in conflict is hereby repealed.

Section 3. Severability. If any word, clause, sentence, paragraph or provision of this ordinance is deemed to be invalid by a court of competent jurisdiction, such word, clause, sentence, paragraph or provision so designated shall be deemed severable and the remaining provisions of the ordinance shall be deemed fully enforceable.

Section 4. Effective Date. The terms and provisions of this ordinance are deemed to be an emergency ordinance which shall become effective upon publication and adoption.

AYES _____

NAYS _____

ABSENT _____

_____
JOHN CHIRKUN, Mayor

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Attested:

_____
RICHARD STEENLAND, City Clerk

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 May _____, 2009. 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 May _____, 2009.

_____
RICHARD STEENLAND, City Clerk