

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

**CITY OF ROSEVILLE  
MACOMB COUNTY, MICHIGAN**

**RESOLUTION NO.**

**RESOLUTION ESTABLISHING  
MORATORIUM ON USED CAR LOTS**

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

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

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

WHEREAS, the City of Roseville provides for used car lots in the B3 General Business District under Article 12 of the City of Roseville Zoning Ordinance, specifically Sec. 1202 as a used permitted subject to special conditions;

WHEREAS, used car lots are subject to the City of Roseville Used Car Lots Ordinance under Ch. 332;

WHEREAS, the City Council, believes that it is in the best interests to review the provisions of the Used Car Lots Ordinance, in conjunction with the Zoning Ordinance, including the review of any proposed amendments to either or both;

WHEREAS, to ensure the public health, safety, and welfare with regard to used car lots, the effects on the surrounding areas, and to ensure approval of same is not contrary to the current status of the law pertaining to zoning and used car lot regulations;

NOW, THEREFORE, upon motion by Councilperson \_\_\_\_\_, supported by Councilperson \_\_\_\_\_;

BE IT RESOLVED, that City Ordinances and regulations pertaining to used car lots, as well as the City of Roseville Zoning Ordinance, as it may apply to used car lots, so as to further ensure that same comply with current industry regulations and standards, governing both used car lot regulation and zoning, that a moratorium for the period of 180 days shall be in effect until the Planning Commission reviews same and makes its recommendations to the City Council for adoption and/or approval. This moratorium shall not apply to any applications that have been approved by the Building Department as of the date hereof. Further, this moratorium and prohibition shall not apply to any otherwise lawful activities.

Any and all resolutions in conflict herewith are repealed only to the extent necessary to give this Resolution full force and effect.

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

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

NAYS:

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

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
John Chirkun, Mayor

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

**CERTIFICATION OF CLERK**

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the Council of the City of Roseville, County of Macomb, State of Michigan, at a regular meeting held on November \_\_\_\_\_, 2012, and that public notice of said meeting was given as required by Act 267, Public Acts of 1976, as amended.

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

**PROPOSED RESOLUTION  
HEART ACT – INTERNAL REVENUE CODE COMPLIANCE**

**WHEREAS**, on November 7, 2012 the City of Roseville Retirement Board adopted a Resolution regarding HEART Act – Internal Revenue Code Compliance; and,

**WHEREAS**, it was resolved that the Retirement System shall continue to administered in accordance with Sections 401(a) and 414(u) of the IRC, as amended, and is hereby amended to incorporate the death benefits required by Section 104(a) of the HEART Act as follows:

**Death benefits.**

In the case of a death occurring on or after January 1, 2007, if a member dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

**THEREFORE BE IT RESOLVED**, that the City of Roseville Mayor and Council adopt Section 104(a) of the HEART Act as it relates to Death benefits.

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
John Chirkun, Mayor

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

**CERTIFICATION OF CLERK**

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the Council of the City of Roseville, County of Macomb, State of Michigan, at a regular meeting held on November \_\_\_\_\_, 2012, and that public notice of said meeting was given as required by Act 267, Public Acts of 1976, as amended.

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

Spec. Ord. 11-20-12

City of Roseville

County of Macomb

RESOLUTION ACCEPTING THE CGAP GRANT

Minutes of the regular meeting of the City Council of the City of Roseville, County of Macomb, State of Michigan, (the "Municipality") held on December \_\_\_\_\_, 2012.

PRESENT: Members: \_\_\_\_\_

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

Member \_\_\_\_\_ offered and moved the adoption of the following resolution, seconded by Member \_\_\_\_\_.

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Competitive Grant Assistance Program (CGAP) grant in the amount of up to Twenty Thousand and 00/100 (\$20,000) Dollars toward reimbursement of expenditures required to implement the Roseville, Eastpointe and Fraser Water Reservoir Feasibility Study (project title), and

WHEREAS, the State of Michigan requires each municipality's governing body to approve a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's CGAP, and

WHEREAS, the State of Michigan requires a resolution and copies of minutes from the date of the meeting at which the resolution was approved to be provided within 60 days of the preliminary notice of award, and

WHEREAS, the City of Roseville (local unit name) acknowledges that its:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act
3. Is not delinquent in making payment that are due on loans issued pursuant to the Emergency Municipal Loan Act
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a CGAP grant-funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the City of Roseville City Council (governing body) hereby authorize participation in the Roseville, Eastpointe and Fraser Water Reservoir Feasibility Study (project title) and on behalf of the City of Roseville (local unit name) authorize the City Clerk (designee) to provide this resolution and minutes indicating its approval to the State of Michigan,

and to submit and execute documents requested by the State of Michigan relating to the CGAP requirements.

YEAS:           Members: \_\_\_\_\_

NAYS:           Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council of the City of Roseville, County of Macomb, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 Public Act 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_

Richard Steenland (name)

City of Roseville, Clerk

City of Roseville County of Macomb

City of Roseville

County of Macomb

RESOLUTION ACCEPTING THE CGAP GRANT

Minutes of the regular meeting of the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_, State of Michigan, (the "Municipality") held on \_\_\_\_\_.

PRESENT: Members:

ABSENT: Members:

Member \_\_\_\_\_ offered and moved the adoption of the following resolution, seconded by Member \_\_\_\_\_.

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Competitive Grant Assistance Program (CGAP) grant in the amount of up to Three Hundred and Forty Two Thousand and 00/100 (\$342,000) Dollars toward reimbursement of expenditures required to implement the Recreation Center Foundation Repair and Building Renovation (project title), and

WHEREAS, the State of Michigan requires each municipality's governing body to approve a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's CGAP, and

WHEREAS, the State of Michigan requires a resolution and copies of minutes from the date of the meeting at which the resolution was approved to be provided within 60 days of the preliminary notice of award, and

WHEREAS, the City of Roseville (local unit name) acknowledges that its:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act
3. Is not delinquent in making payment that are due on loans issued pursuant to the Emergency Municipal Loan Act
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a CGAP grant-funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the City of Roseville City Council (governing body) hereby authorize participation in the Recreation Center Foundation Repair and Building Renovation (project title) and on behalf of the City of Roseville (local unit name) authorize the City Clerk (designee) to provide this resolution and minutes indicating its approval to the State of Michigan,

and to submit and execute documents requested by the State of Michigan relating to the CGAP requirements.

YEAS:           Members:

NAYS:           Members:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council of the City of Roseville, County of Macomb, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 Public Act 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Richard Steenland (name)

City of Roseville, Clerk

City of Roseville County of Macomb

## EXHIBIT A

### RESOLUTION REVISED INTERLOCAL AGREEMENT

WHEREAS, certain governmental units, listed on Schedule 1, have entered into an Interlocal Agreement creating the Southeast Michigan Regional Energy Office Community Alliance (“Community”); and,

WHEREAS, the Community Alliance was created for the local governmental entities to serve their communities by offering additional opportunities for energy efficiency project funding and thus enjoy the environmental and economic benefits of such projects; and,

WHEREAS, a property assessed clean energy program in each local government would be less efficient and more expensive than a single program administered cooperatively by a number of local governments providing services to all local governments; and,

WHEREAS, The Urban Cooperation Act of 1967 (Ex Sess) P.A. 7, MCL 124.501 to 124.512, provides for the creation of an interlocal alliance to jointly exercise the powers, privilege, authority that the local governmental units share in common and each might exercise separately; and,

WHEREAS, The Property Assessed Clean Energy Act, P.A. 270 of 2010, MCL 460.931 to 460.949, authorizes local units of government to join with other local units of government, or with any person, to adopt property assessed clean energy programs and to create districts to promote the use of renewable energy systems and energy efficient improvements by owners of real property, and providing for the financing of same through voluntary property assessments and permitting the issuance of governmental bonds or notes to that end; and,

WHEREAS, the City of Roseville is a municipality and is authorized by Michigan law to enter into the Interlocal Agreement under both P.A. 7 of 1967 and P.A. 270 of 2010; and,

WHEREAS, the City Council of the City of Roseville approves of the action to enter into this Interlocal Agreement, and prior to such approval the City of Roseville held a public hearing of which notice was provided pursuant to the Open Meetings Act, 267 P.A. 1976, MCL 15.261 to 15.275.

NOW THEREFORE, BE IT RESOLVED, that the City of Roseville City Council adopts the Interlocal Agreement attached hereto as Exhibit A and which is incorporated in this Resolution by reference thereto and agrees to join with other local governmental entities to become a party to the Interlocal Agreement under the terms of such Agreement.

BE IT FURTHER RESOLVED, the City of Roseville City Council agrees to and concurs with the appointment of those either being appointed, to be appointed or currently serving as members of the Community Alliance Executive Committee created under the Interlocal Agreement and recognized those Executive Committee members and their successors as the appointees of the Community Alliance Board.

BE IT FURTHER RESOLVED, the members of the City of Roseville City Council and the Mayor and City Clerk, and each of them, be and the same are hereby authorized for and on behalf of the City of Roseville City Council to enter into and sign any and all documents which are necessary or advisable with respect to the foregoing Resolutions and to comply fully with the intent and purposes of the foregoing Resolutions. Specifically, the members of the City of Roseville City Council and the Mayor and City Clerk, and each of them, are authorized to take any actions required by Section 7.01 for the Interlocal Agreement or by the Community Alliance Board with regard to the addition of the City of Roseville as a party to the Interlocal Agreement.

SCHEDULE 1  
to the  
RESOLUTION  
REVISED INTERLOCAL AGREEMENT

The following are the local governmental entities which have entered into the Interlocal Agreement to create the Southeast Michigan Regional Energy Office Community Alliance:

CITY OF LATHRUP VILLAGE

CITY OF LINCOLN PARK

CITY OF ROSEVILLE

CITY OF SOUTGATE

CITY OF STERLING HEIGHTS

COUNTY OF WASHTENAW

**ADDENDUM TO  
GRANT BETWEEN THE MICHIGAN SUBURBS ALLIANCE  
AND THE CITY OF ROSEVILLE**

**ARTICLE 1.  
RECITALS**

1.1 The Michigan Suburbs Alliance ("Grantor") and the City of Roseville, MI ("Grantee") (together, the "Parties") executed a Grant Agreement as of 2011 (the "Agreement").

1.2 The Agreement provided that the Grantor would provide Grantee funding for energy efficiency and renewable energy projects, and when Grantee received those funds, Grantee would pay an amount equal to the value of that funding on a "simple payback" basis.

1.3 The Grantee received such funding in an amount of \$118,121.31 on 3/1/2011 and the Parties selected a specific energy efficiency project (the "Project") as described in Exhibit A to this Addendum.

1.4 Since the Parties now have secured funding in a known amount and completed the Project, they now wish to execute this Addendum in order to more specifically describe the method by which they will carry out their prior Agreement.

**ARTICLE 2.  
CALCULATION OF PAYMENT AMOUNT**

2.1 The Parties agree that the Project is expected to result in energy efficiency improvements of 249,788 kWh saved annually.

2.2 The Parties agree that under current energy prices, the annual cost savings resulting from the Project are estimated to be \$28,700.58 and that 80% of that amount is \$22,960.

2.3 The Parties acknowledge that all figures listed in this Article 2 are reasonable estimates, and agree to be bound by the payment schedule based on the estimates set forth in this Addendum.

**ARTICLE 3.  
PAYMENT SCHEDULE**

3.1 Grantee agrees to pay the Grantor a total amount of \$118,121.31.

3.2 The payments shall be made in annual installments of \$22,960 due by February 28 of each year until the total amount referred to in paragraph 3.1 is paid. The Parties may adjust the payment on an annual basis subject to agreement by both parties. The first installment is due on or before February 28, 2013. The last installment may be

less than this amount if a lesser amount will result in Grantee paying a total of the amount listed in paragraph 3.1.

3.3 Grantee may, in its sole discretion, make payments at any time in excess of those required by paragraph 3.2 in order to accelerate the payment of the sum due under paragraph 3.1.

3.4 If Grantee does not make any required installment payment under paragraph 3.2 by its due date, then the total remaining obligation of Grantee (the amount in paragraph 3.1 minus the total amount of all payments made to date) shall be immediately due and payable to the Grantor.

#### **ARTICLE 4. MISCELLANEOUS PROVISIONS**

4.1 This Addendum is hereby incorporated and made a part of the Agreement. This Addendum further clarifies the existing understanding between the Parties; nothing in this Addendum modifies any of the terms of the Agreement. The Parties agree that all terms of this Addendum are in accord with the terms of the prior Agreement.

4.2 Together, the Agreement and this Addendum constitute the entire agreement between the Parties with respect to the subject matter hereof, and none of the terms or conditions shall be modified or waived, except by an instrument in writing duly executed by the Parties.

4.3 The Agreement and Addendum shall continue in full force and effect and the duties and liabilities of the Parties and all the terms, conditions, and provisions shall continue to be fully operative until the amount specified in paragraph 3.1 of this Addendum has been paid in full.

4.4 This Addendum may be executed in any number of counterparts, all of which shall constitute a single executed copy of the Addendum.

*Signature Page to Follow*

**ADDENDUM TO  
GRANT BETWEEN THE MICHIGAN SUBURBS ALLIANCE  
AND THE CITY OF ROSEVILLE**

**ARTICLE 1.  
RECITALS**

1.1 The Michigan Suburbs Alliance ("Grantor") and the City of Roseville, MI ("Grantee") (together, the "Parties") executed a Grant Agreement as of 2011 (the "Agreement").

1.2 The Agreement provided that the Grantor would provide Grantee funding for energy efficiency and renewable energy projects, and when Grantee received those funds, Grantee would pay an amount equal to the value of that funding on a "simple payback" basis.

1.3 The Grantee received such funding in an amount of \$154,515 on 8/1/2011 and the Parties selected a specific energy efficiency project (the "Project") as described in Exhibit A to this Addendum.

1.4 Since the Parties now have secured funding in a known amount and completed the Project, they now wish to execute this Addendum in order to more specifically describe the method by which they will carry out their prior Agreement.

**ARTICLE 2.  
CALCULATION OF PAYMENT AMOUNT**

2.1 The Parties agree that the Project is expected to result in energy efficiency improvements of 122,841 kWh saved annually.

2.2 The Parties agree that the amount due to the Southeast Michigan Regional Energy Office (SEMREO) each year under this Agreement shall be \$10,301 until the total amount referred to in paragraph 3.1 is paid.

2.3 The Parties acknowledge that all figures listed in this Article 2 are reasonable and agree to be bound by the payment schedule based on the estimates set forth in this Addendum.

**ARTICLE 3.  
PAYMENT SCHEDULE**

3.1 Grantee agrees to pay the Grantor a total amount of \$154,515.

3.2 The payments shall be made in annual installments of \$10,301 due by February 28 of each year until the total amount referred to in paragraph 3.1 is paid. The Parties may adjust the payment on an annual basis subject to agreement by both parties. The first installment is due on or before February 28, 2013. The last installment may be

less than this amount if a lesser amount will result in Grantee paying a total of the amount listed in paragraph 3.1.

3.3 Grantee may, in its sole discretion, make payments at any time in excess of those required by paragraph 3.2 in order to accelerate the payment of the sum due under paragraph 3.1.

3.4 If Grantee does not make any required installment payment under paragraph 3.2 by its due date, then the total remaining obligation of Grantee (the amount in paragraph 3.1 minus the total amount of all payments made to date) shall be immediately due and payable to the Grantor.

#### **ARTICLE 4. MISCELLANEOUS PROVISIONS**

4.1 This Addendum is hereby incorporated and made a part of the Agreement. This Addendum further clarifies the existing understanding between the Parties; nothing in this Addendum modifies any of the terms of the Agreement. The Parties agree that all terms of this Addendum are in accord with the terms of the prior Agreement.

4.2 Together, the Agreement and this Addendum constitute the entire agreement between the Parties with respect to the subject matter hereof, and none of the terms or conditions shall be modified or waived, except by an instrument in writing duly executed by the Parties.

4.3 The Agreement and Addendum shall continue in full force and effect and the duties and liabilities of the Parties and all the terms, conditions, and provisions shall continue to be fully operative until the amount specified in paragraph 3.1 of this Addendum has been paid in full.

4.4 This Addendum may be executed in any number of counterparts, all of which shall constitute a single executed copy of the Addendum.

*Signature Page to Follow*

# Memo

**To:** Scott Adkins, City Manager  
**From:** Paul VanDamme, Purchasing Assistant  
**Date:** November 21, 2012  
**Re:** Property and Casualty Renewal, 2013

---

Submissions were made on the City's behalf for property and casualty insurance by Nickel & Saph, Inc. to eight (8) carriers. Three declined to quote and three were not competitive with their premium.

Trident Insurance and XL, the City's current carriers had the lowest total annual premium for 2013, which includes Terrorism, at \$685,185. The renewal premium represents an overall increase of less than 4% (5% rate increase for Trident and 22.8% rate decrease for XL). In addition, XL has decreased the self-insured retention (SIR) per claim from \$250,000 to \$100,000 (applicable to covered law enforcement liability claims). This decrease was due in part to Chief Berlin's updating of procedures, holding facilities, and mandated training administered by the City.

The above rate increase proposed by Trident is the national average. Therefore, it is recommended that the City award the property and casualty insurance renewal to Trident Insurance in the amount of \$495,647 and XL in the amount of \$189,538 for a total of \$685,185. The proposals are available for your review. Please let me know if you have any questions or concerns.