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Charitable Gaming Division  
 Box 30023, Lansing, MI 48909  
 OVERNIGHT DELIVERY  
 101 E. Hillsdale, Lansing MI 48933  
 (517) 335-5780  
 www.michigan.gov/cg

**LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES**  
 (Required by MCL 432.103(K)(ii))

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on \_\_\_\_\_  
DATE

at \_\_\_\_\_ a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from Sobriety Today Our Purpose of Roseville  
NAME OF ORGANIZATION CITY

county of Macomb, asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for \_\_\_\_\_  
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

COMPLETION: Required.  
 PENALTY: Possible denial of application.  
 BSL-CG-1153(R6/09)

## MEMORANDUM

**To: Richard Steenland, City Clerk**

**RE: S.T.O.P. Non-Profit Status Council Approval**

**Date: January 15, 2015**

**From: Lynn Melton**

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**Attached is a Resolution Form to be certified by City Council to have Sobriety Today Our Purpose recognized as a non-profit organization. We are attempting to get a charitable gaming license from the State of Michigan so we can have a spring raffle.**

**Also attached is our non-profit approval letter from the I.R.S. and our bylaws indicating we are a non-profit organization.**

**If you have any questions, please feel free to call me at (586)**

**Attachments**

INTERNAL REVENUE SERVICE  
P.O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 24 2014

SOBRIETY TODAY OUR PURPOSE  
29733 GRATIOT  
ROSEVILLE, MI 48066

Employer Identification Number:  
27-3348761  
DLN:  
17053283311033  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
May 15, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

SOBRIETY TODAY OUR PURPOSE

ADDENDUM

Based on the information submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is retroactive to the date of revocation.

BYLAWS  
OF  
SOBRIETY TODAY OUR PURPOSE  
EIN:27-3348761  
A Michigan Non-Profit Corporation

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Preamble

These Bylaws are subject to, and governed by, the Michigan Non-Profit Corporation Act and the Articles of Incorporation of ORGANIZATION. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the Michigan Non-Profit Corporation Act, the Michigan Non-Profit Corporation Act will be controlling. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of ORGANIZATION, these Bylaws will be controlling.

Article I – PURPOSES

- 1.1 General. The purposes for which ORGANIZATION is organized are:
- 1.1.1 ORGANIZATION is organized and shall be operated exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) of the corresponding section of any future federal tax code. ORGANIZATION shall work to strengthen nonprofits and specifically the 39<sup>th</sup> District Sobriety Court, through fundraising, education, networking, and resources.
- 1.1.2 To engage in any and all lawful activities incidental to the foregoing purposes, except as otherwise restricted herein.
- 1.2 Powers. ORGANIZATION is a non-profit corporation and shall have all of the powers, duties, authorizations, and responsibilities as provided in the Michigan Non-Profit Corporation Act; provided, however, ORGANIZATION shall neither have nor exercise directly or indirectly in any activity, that would invalidate its status as a corporation that is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code.

ARTICLE II – OFFICES

- 2.1 Principal Office. The principal office of ORGANIZATION shall be located at 29733 Gratiot, Roseville, Michigan.

### ARTICLE III – BOARD OF DIRECTORS

- 3.1 General Powers and Responsibilities. ORGANIZATION shall be governed by a Board of Directors (“the Board”), which shall have all of the rights, powers, privileges and limitations of liability of directors of a nonprofit corporation organized under the Michigan Non-Profit Corporation Act. The Board shall establish policies and directives governing business and programs of ORGANIZATION and shall delegate to the Executive Director and ORGANIZATION staff, subject to the provisions of these Bylaws, authority and responsibility to see that the policies and directives are appropriately followed.
- 3.2 Number and Qualifications.
- 3.2.1 The Board shall have up to nine, but no fewer than five members. The number of Board members may be increased beyond nine members or decreased to less than five members by the affirmative vote of a majority of the then-serving Board of Directors.
- 3.3 Board Elections. The Board shall present nominations for new and renewing Board members at the Board meeting immediately preceding the beginning of the next fiscal year. New and renewing Board members shall be approved by a majority of those Board members at a Board meeting at which a quorum is present.
- 3.4 Term of Board. All appointments to the Board shall be for four year terms. The number of terms shall not be limited except as determined by revision of the bylaws.
- 3.5 Vacancies. Vacancies on the Board may be filled by a majority vote of the Board at a Board meeting at which a quorum is present. A Board member elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.
- 3.6 Resignation. Each Board member shall have the right to resign at any time upon written notice thereof to the Board President, Secretary of the Board, or the Executive Director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.
- 3.7 Removal. A Board member may be removed, with or without cause, at any duly constituted meeting of the Board, by the affirmative vote of a majority of then-serving Board members.

- 3.8 **Meetings.** The Board's regular meetings may be held at such time and place as shall be determined by the Board. The President or any four regular Board members may call a special meeting of the Board on three days' notice to each member of the Board. Notice shall be served to each Board member via hand delivery, US mail, e-mail, or fax. The person or persons authorized to call special meetings of the Board may fix any place, so long as it is reasonable, as the place for holding any special meeting of the Board called by them.
- 3.9 **Minutes.** At meetings of the Board, business shall be transacted in such order as the Board may determine from time to time. In the event the Secretary is unavailable, the Board President shall appoint a person to act as Secretary at each meeting. The Secretary, or the person appointed to act as Secretary, shall prepare minutes of the meetings which shall be delivered to ORGANIZATION to be placed in the minute books of ORGANIZATION.
- 3.10 **Quorum.** At each meeting of the Board or Board Committees, the presence of a majority of the Board members shall constitute a quorum for the transaction of business. If at any time the Board consists of an even number of members and a vote results in a tie, the vote of the President shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these Bylaws, or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board or Board Committee if during the meeting he or she is in radio or telephone communication with the other Board members participating in the meeting.
- 3.11 **Proxy.** A Board member who is unable to attend a meeting of the Board or a Board Committee may vote by written proxy given to any other voting member of the Board or Committee or designated staff member who is in attendance at the meeting in question. No proxy shall be valid after three months from the date of execution. Each proxy shall be revocable unless expressly stated therein to be irrevocable or unless made irrevocable by law.
- 3.12 **Board Member Attendance.** An elected Board member who is absent from three consecutive regular meetings of the Board during a fiscal year is encouraged to re-evaluate with the Board President his/her commitment to ORGANIZATION. The Board may deem a Board member who has missed three consecutive meetings without such a re-evaluation with the President to have resigned from the Board.

## ARTICLE IV – OFFICERS

- 4.1 Officers and Duties. The Board shall elect officers of ORGANIZATION which shall include a President, a Secretary, a Treasurer, and such assistants and other officers as the Board shall from time to time determine. The officers may also include a Past President for a term of one (1) year. One person may hold any two or more offices, except the President and Secretary.
- 4.2 President. The President shall preside at meetings and have the power to call meetings. The President shall be responsible for leadership of the Board in discharging its powers and duties and shall, in general, supervise and control all of the business and affairs of ORGANIZATION. The President may sign contracts and other instruments on the organization's behalf.
- 4.3 Secretary. The Secretary shall (a) cause the minutes of all Board and Executive Committee meetings and proceedings to be recorded, (b) certify the accuracy of such minutes, (c) cause notice of all meetings to be given, (d) attest the signatures of ORGANIZATION'S officers and Board members as required, (e) sign correspondence on behalf of the Board, and (f) have all other powers assigned by the Board, the President, or these Bylaws.
- 4.4 Treasurer. The Treasurer shall have access to records of all receipts, disbursements, assets, and liabilities of the organization and shall report to the Board on the condition of such records and financial condition of ORGANIZATION from time to time and at least quarterly. Prior to the beginning of the fiscal year, the Treasurer shall cause a proposed operating and capital expenditure budget to be presented to the Board for approval. The Treasurer shall cause to be prepared and submitted to the Board a financial statement showing ORGANIZATION net worth at the close of the fiscal year and cause a firm of outside certified public accountant to audit the organization's books and records at the end of each fiscal year. The Treasurer shall cause all employees of the organization responsible for the handling of funds to be adequately bonded and shall report on the fidelity bonds of such employees to the Board annually.
- 4.5 Election and Term of Office. All officers shall be members of the Board during their terms of office. Officers shall be elected for two year terms. The officers of the Board shall be elected annually by the Board at regular Board meetings as terms expire or removal, disqualification or any other reason may be filled by the Board for the unexpired portion of the term of office left vacant.
- 4.6 Removal. Any officer or agent (e.g., Executive Director) elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the

Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

#### ARTICLE V – COMMITTEES

- 5.1 Special Committees. The President may appoint special committees composed of Board members and/or non-Board members for purposes deemed appropriate by the President (i.e, special fundraising events, etc.). The term of such committees shall not be more than one year, unless designated by the Board.
- 5.2 Advisory Council. The Board may maintain an Advisory Council which shall not have nor exercise the authority, responsibility, or duties of the Board. Except as otherwise provided in such resolution, members of such Advisory Council need not be Board members. The Board President shall appoint the members thereof. Any member may be removed by the Board President whenever, in the Board President's judgment, the best interests of ORGANIZATION shall be served by such removal.
- 5.3 Term of Office. Each member of the Advisory Council shall serve at the will of the Board, unless the individual decides to resign from serving on the Council.
- 5.4 Vacancies. Vacancies in the membership of any committee or Advisory Council may be filled by appointments made in the same manner as provided in the case of the original appointments.
- 5.5 Quorum: Manner of Acting. The act of the majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.
- 5.6 Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board.

#### ARTICLE VI – MISCELLANEOUS

- 6.1 - Fiscal Year. The fiscal year of ORGANIZATION shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 6.2 Annual Budget. The Board shall adopt an annual operating budget, which specifies major expenditures by type and amount.
- 6.3 Books and Records. ORGANIZATION shall keep correct and complete books and accounting records and shall also keep minutes of the proceedings of its Board.

- 6.4 Contracts and Grants. The Board may authorize any officer(s) or agent(s) of ORGANIZATION to enter into contracts, leases, and agreements with and accept grants and loans from the United States; its departments and agencies; the State of Michigan; its agencies, counties, municipalities, and political subdivisions; and public or private corporations, foundations, and persons; and may generally perform all acts necessary for a full exercise of the powers vested in it. The Executive Director shall have authority to enter into such contracts and expend such funds on behalf of the organization as the Board may specify.
- 6.5 Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of ORGANIZATION shall be signed by such officer(s) or agent(s) of ORGANIZATION and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer for payments of \$250 or less. Payments in excess of \$250 shall be signed by the treasurer and cosigned by the President.
- 6.6 Deposits. All funds of ORGANIZATION shall be deposited from time to time to the credit of ORGANIZATION in such banks, trust companies, or other depositories as the Board shall select.
- 6.7 Acceptance of Gifts. The Board may accept on behalf of Organization any cash contribution, gift, bequest, or devise for the general purposes, or for any special purpose of ORGANIZATION. Prior to acceptance of a significant non-cash contribution, gift, bequest, or devise, the Board shall determine, by resolution thereof, that the acceptance of such non-cash contribution, gift, bequest, or devise by ORGANIZATION would be consistent with and further the purposes of ORGANIZATION.
- 6.8 Exempt Activities. Notwithstanding any other provision of these Bylaws, no Board member, officer, employee, or representative of ORGANIZATION shall take any action or carry on any activity by or on behalf of ORGANIZATION which is not permitted to be taken or carried on by an organization exempt from federal income taxation under sections 501(a) and 501 (c)(3) of Code and its regulations as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under section 170(a)(1) of the Code and its regulations as they now exist or as they may hereafter be amended, by virtue of being charitable contributions as defined in section 170(c)(2) of the Code and its regulations as they now exist or as they may hereafter be amended.
- 6.9 Conflict of Interest Policy. See attached Exhibit A.

#### ARTICLE VIII – DISSOLUTION & WINDING UP

- 8.1 Winding Up. Upon the necessity for the dissolution and/or winding up of **ORGANIZATION**, the Board shall oversee such process and ensure compliance with all relevant provisions of the Michigan Non-Profit Corporation Act and other applicable state and federal statutes.
- 8.2 No Rights of Board Member to Assets. Upon Dissolution of **ORGANIZATION**, no Board member shall have any rights nor shall receive any assets of the organization. The assets of **ORGANIZATION** are permanently dedicated to a tax-exempt organization for the purposes set forth in the Articles of Incorporation and these Bylaws. In the event of dissolution of **ORGANIZATION**, the assets, after payment of any debts, will be distributed to an organization which itself is tax exempt under provisions of Section 501(c)(3) of the Internal Revenue Code.

#### ARTICLE IX – AMENDMENTS TO BYLAWS

- 9.1 These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted by three-fourths vote of the entire Board at any regular meeting or at any special meeting if at least fourteen days' written notice is given of intention to alter, to amend or repeal, or to adopt new bylaws at such meeting, and a written copy of the proposed changes shall be distributed to each Board member prior the meeting.

**These Bylaws were approved at a meeting of the Board of Directors on:**

December 15, 2010

# Conflict of Interest Policy

"Exhibit A"

## Article I

### Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the

Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

## Article II

### Definitions

#### 1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

#### 2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the

Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

## Article III

### Procedures

#### 1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### 2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### 3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### 4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## Article IV

### Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a

conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Article V**

##### **Compensation**

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

d. Physicians who receive compensation from the Organization, whether directly or indirectly or as employees or independent contractors, are precluded from membership on any committee whose jurisdiction includes compensation matters. No physician either individually or collectively, is prohibited from providing information to any committee regarding physician compensation.

#### **Article VI**

##### **Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### **Article VII**

##### **Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

#### **Article VIII**

##### **Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**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 27<sup>th</sup> day of January, 2015, 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 24, Macomb Gardens Subdivision, according to the plat thereof as recorded in Liber 3, Page 77 of Plats, Macomb County Records.

Tax Parcel No.: 14-20-383-030

more commonly known as: 17813 10 Mile, 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; it has been red tagged by the Building Department since June 25, 2013; the roof is dilapidated; the wall coverings, windows and driveway all need repair; the accessory structure is in disrepair; 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 \_\_\_\_\_, 2015, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance of the Open Meetings Act being Act 267 of the Michigan Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

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

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

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

January 5, 2015

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Mr. Willie Mae White

RE: Nuisance Abatement – 17813 10 Mile, Roseville, MI 48066

Dear Mr. White:

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, January 27, 2015 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

jjbh  
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

12/04/2014

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

Re: Condemnation - 17813 10 MILE, Roseville MI 48066

Dear Mr. Tomlinson:

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

This property is vacant and has been red tagged by the Building Department since June 25, 2013. The roof is dilapidated, the wall coverings, windows and driveway all need repair and the accessory structure is in disrepair. 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: WHITE, WILLIEMAE, The legal description is PP# 14-20-383-030.

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  
Glenn Sexton, Building Director

Attachments

JO/tjh





17813

































17813

**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 27<sup>th</sup> day of January, 2015, 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 47, Assessor's Plat No. 16, according to the plat thereof as recorded in Liber 39, Page 21 of Plats, Macomb County Records.

Tax Parcel No.: 14-16-154-001

more commonly known as: 18670 Victor, 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 July 13, 2011; there are ongoing property maintenance issues with this location since at least 2001; currently the house and garage have many building, plumbing, electrical and mechanical violations; the house and garage are in serious state of disrepair, 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 January \_\_\_\_\_, 2015, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance of the Open Meetings Act being Act 267 of the Michigan Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

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

**YORK, DOLAN & TOMLINSON, P.C.**

Attorneys and Counselors at law  
42850 Garfield, Suite 101  
Clinton Township, Michigan 48038  
586-263-5050  
Fax 586-263-4763

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

January 12, 2015

Via Certified/Return Receipt Mail

Mr. Emir Ibrahimovic

RE: **Nuisance Abatement – 18670 Victor, Roseville, Michigan 48066**

Dear Mr. Ibrahimovic :

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, January 27, 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

jdah  
Enclosure

cc: **Molinara Investments Group, LLC (Via Certified Mail w/Enclosure)**  
**Majid Atzagoun (Via Certified Mail w/Enclosure)**  
**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

12/15/2014

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

Re: Condemnation - 18670 VICTOR, Roseville MI 48066

Dear Mr. Tomlinson:

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

This property is vacant and has been red tagged by the City of Roseville Building Department since July 13, 2011. We have had ongoing property maintenance issues with this location since at least 2001. Currently the property has many building, plumbing, electrical and mechanical violations. The building is in a serious state of disrepair and 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: MOLINARA INVESTMENTS GROUP, LLC,  
The legal description is PP# 14-16-154-001.

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: Glenn Sexton, Building Director  
Scott Adkins, City Manager

Attachments

GS/tjh

**General Property Information**

**City of Roseville**

[Back to [Non-Printer Friendly Version](#)] [Send To Printer]

Parcel: 14-16-154-001 Unit: CITY OF ROSEVILLE

<b>Property Address</b> <span style="float:right">[collapse]</span>
18670 VICTOR ROSEVILLE, MI 48066

<b>Owner Information</b> <span style="float:right">[collapse]</span>
MOLINARA INVESTMENTS GROUP, LLC <span style="float:right"><b>Unit:</b> 14</span>

<b>Taxpayer Information</b> <span style="float:right">[collapse]</span>
SEE OWNER INFORMATION

<b>General Information for Tax Year 2014</b> <span style="float:right">[collapse]</span>			
<b>Property Class:</b>	401 - RESIDENTIAL	<b>Assessed Value:</b>	\$26,445
<b>School District:</b>	50030 - ROSEVILLE	<b>Taxable Value:</b>	\$26,445
<b>State Equalized Value:</b>	\$26,445	<b>Map #</b>	N/A
<b>User Number Indx:</b>		<b>Date of Last Name Chg:</b>	08/21/2014
		<b>Date Filed:</b>	06/01/1999
		<b>Notes:</b>	N/A
<b>Historical District:</b>	N/A	<b>Census Block Group:</b>	N/A
<b>Principal Residence Exemption</b>	<b>June 1st</b>	<b>Final</b>	
<b>2015</b>	0.0000 %	-	
<b>2014</b>	0.0000 %	0.0000 %	
<b>Previous Year Info</b>	<b>MBOR Assessed</b>	<b>Final S.E.V.</b>	<b>Final Taxable</b>
<b>2013</b>	\$27,259	\$27,259	\$27,259
<b>2012</b>	\$31,282	\$31,282	\$31,282

<b>Land Information</b> <span style="float:right">[collapse]</span>			
	<b>Frontage</b>		<b>Depth</b>
<b>Lot 1:</b>	48.00 Ft.		160.00 Ft.
<b>Lot 2:</b>	0.00 Ft.		0.00 Ft.
<b>Lot 3:</b>	0.00 Ft.		0.00 Ft.
<b>Total Frontage:</b>	48.00 Ft.	<b>Average Depth:</b>	160.00 Ft.
<b>Total Acreage:</b>	0.18		
<b>Zoning Code:</b>			
<b>Total Estimated Land Value:</b>	\$8,716	<b>Mortgage Code:</b>	
<b>Land Improvements:</b>	\$0	<b>Lot Dimensions/Comments:</b>	
<b>Renaissance Zone:</b>	NO		
<b>Renaissance Zone Expiration Date:</b>			
<b>ECF Neighborhood Code:</b>	00123 - 00123 \$90/C-5/MULTI STY/ALM/NO BSMT		

<b>Legal Information for 14-16-154-001</b> <span style="float:right">[collapse]</span>
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ASSESSORS PLAT #16 LOT 47

**Sales Information**

10 sale record(s) found.						
Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
08/15/2014	\$1.00	QC	18670 VICTOR, LLC	MOLINARA INVESTMENTS GROUP, LLC	INVALID	22968/568
01/17/2013	\$1.00	QC	ALZAGOUM, MAJID	18670 VICTOR, LLC	AFFILIATED GROUP	21883/301
12/14/2012	\$6,800.00	WD	HARRIS, TAHESHA	MOLINARA INVESTMENT GROUP	ARMS-LENGTH	21911/364
12/14/2012	\$6,800.00	QC	MOLINARA INVESTMENT GROUP	ALZAGOUM, MAJID	AFFILIATED GROUP	21781/112
10/11/2012	\$4,700.00	WD	LEWIS, DELBERT	HARRIS, TAHESHA	ARMS-LENGTH	21712/929
03/16/2012	\$5,100.00	CD	FEDERAL NATIONAL MORTGAGE ASSOC	LEWIS, DELBERT	BANK SALE	21191/481
08/08/2011	\$0.00	AFD	HARTLEY, JEFFREY & ALICIA	NATIONSTAR MORTGAGE LLC	NOT USED	20853/448
07/07/2011	\$79,266.00	SD	HARTLEY, JEFFREY & ALICIA		NOT USED	20823/649
03/03/1999	\$56,500.00	WD			NOT USED	
08/30/1996	\$56,500.00	WD			WD	

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[Privacy Policy](#)

18670 Victor 12-15-14 ✱

















December 1, 2014

Ms. Catherine Haugh, Treasurer  
City of Roseville  
29777 Gratiot, P.O. Box 290  
Roseville, MI 48066

*Mayor and Council*

Dear Ms. Haugh:

At the November 18, 2014 meeting of the Macomb Community College Board of Trustees, the Board requested the Administration to seek the collection of the Community College tax on the summer property tax bills.

Please consider this as our request to collect 100% of the College tax on the summer bill. Please let me know if additional information is needed and when this matter is to be considered by your Council or Board.

So that our plans may be made for such collection and all necessary agreements might be resolved in a timely fashion, I would appreciate hearing from you within the next 30 days upon receipt of this request, as provided by state law.

Should you need to reach me by phone, my number is listed below. Thank you for your assistance in this matter.

Best Regards,

Libby Argiri  
Vice President for Business

*I recommend this request be denied.  
Michael Surtalek 12/22/14*

**Macomb Intermediate School District**

44001 Garfield Road • Clinton Township, MI • 48038-1100 • 586/228-3300

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November 7, 2014

RICHARD STEENLAND  
ROSEVILLE, CITY  
29777 Gratiot, P.O. Box 290  
Roseville, MI 48066

Dear RICHARD STEENLAND:

The School Board of the Macomb Intermediate School District (MISD) passed the enclosed Resolution to collect 100% of its 2015 tax levy in the summer, pursuant to P.A. 333 of 1982.

This letter is to inform your board of our action and seek their approval and agreement to collect the summer property tax levy pursuant to this Resolution.

So that our plans may be made for such collection and all necessary agreements might be resolved in a timely fashion, I would appreciate hearing from you within the next 30 days upon receipt of this request, as provided by state law.

Very truly yours,

Paul J. Bodiya ✓  
Chief Financial Officer ✓

PJB:jw  
Enclosure  
cc: Treasurer CATHERINE HAUGH

---

John A. Bozymowski, *President* • Max D. McCullough, *Vice President* • Charles C. Milonas, D.D.S., *Treasurer*  
Theresa J. Genest, *Secretary* • Edward V. Farley, *Trustee*  
Michael R. DeVault, *Superintendent*

33466 Garfield • Fraser, Michigan • (586) 439-7000 • Fax: (586) 439-7001 • [www.fraser.k12.mi.us](http://www.fraser.k12.mi.us)

December 5, 2015

Mr. Richard M. Steenland  
City of Roseville  
29777 Gratiot  
Roseville, Mi 48066

Dear Mr. Steenland:

The Board of Education of Fraser Public Schools District has passed a Summer Tax Collection Resolution to collect 100% of its 2015 tax levy in the summer.

This letter is to inform your board of our action and seek their approval and agreement to collect the summer property tax levy pursuant to this resolution.

Should you need to reach me by phone, my direct line is . My email address is [laurie.videtta@fraserk12.org](mailto:laurie.videtta@fraserk12.org). Thank you for your assistance in this matter.

Sincerely,

Laurie Videtta CPA  
Business Manager

Cc: Michael Switalski

*"A caring district — working together"*

MOTION MADE BY \_\_\_\_\_

MOTION SECONDED BY \_\_\_\_\_

TO AMEND THE CITY OF ROSEVILLE CODE OF ORDINANCES, CHAPTER 202, NON-OWNER-OCCUPIED HOUSING, TO PROVIDE FOR THE SUBMISSION OF A OCCUPANT’S REPORT, PROHIBIT OCCUPATION OF THE RENTAL UNIT FOR FAILING AN INSPECTION, LICENSE REVOCATION, TO PROVIDE FOR REPEAER, SEVERABILITY AND EFFECTIVE DATE.

**CITY OF ROSEVILLE  
MACOMB COUNTY, MICHIGAN**

**ORDINANCE NO.** \_\_\_\_\_

AN ORDINANCE TO AMEND THE CITY OF ROSEVILLE CODE OF ORDINANCES, CHAPTER 202, NON-OWNER-OCCUPIED HOUSING, TO PROVIDE FOR THE SUBMISSION OF A OCCUPANT’S REPORT, PROHIBIT OCCUPATION OF THE RENTAL UNIT FOR FAILING AN INSPECTION, LICENSE REVOCATION, TO PROVIDE FOR REPEAER, SEVERABILITY AND EFFECTIVE DATE.

**CITY OF ROSEVILLE ORDAINS:**

**Section 1.** Chapter 202, Non-Owner-Occupied Housing, § 202-3 A, is hereby amended as follows, insert at the conclusion of subsection A:

Within thirty (30) days of the signing of a rental agreement or lease with an occupant who is a non-owner, the owner shall submit a “Occupant’s Report” to the assessing department. Such report shall contain the property location, the contact information of the owner, manager, occupant(s), and the start date for the term of the agreement.

**Section 2.** Chapter 202, Non-Owner-Occupied Housing, § 202-3 C (3), is hereby revised as follows:

- (3) The name, address, telephone number, date of birth and driver license number of the responsible local agent, who shall reside no less than 25 miles from the City’s boundaries to accept process and act as the landlord’s agent on all matters involving the property. Said agent must maintain an office within 25 miles of the City’s boundaries.

**Section 3.** Chapter 202, Non-Owner-Occupied Housing, § 202-4 D, is hereby revised as follows:

Revocation. A certificate of compliance may be revoked by the City for any violation of the provisions of the Code of Ordinances for the City of Roseville, or the requirements of this chapter, including but not limited to the following:

- (1) Permitting an occupant to remain in a non-owner-occupied housing unit which has failed an inspection for a period in excess of sixty (60) days.

- (2) In the event an occupant is convicted of a third disruptive conduct violation within a licensed year, the owner shall evict the occupant and not allow the occupant to re-let the premises. Failure to do so, shall result in revocation.
- (3) Failure to take corrective measures in response to an incident of disruptive conduct after having received a “Disruptive Conduct Report”.
- (4) If it is determined that the owner or responsible local agent has **misrepresented** or withheld information on the application for registration.

Authority to revoke is vested in the City of Roseville Building Department’s Director or his or her designee and shall be effective immediately upon service of written notice. Service of that notice of revocation shall be by either personal service or by certified mail, return receipt requested, upon the owner or responsible local agent.

**Section 4.** Chapter 202, **Non-Owner-Occupied Housing**, shall be amended by providing a new section, § 202-7, to be inserted between the sections “Transfer of Ownership” and “Fee Schedule”, and thereafter subsequent sections to be renumbered, to provide as follows:

**§ 202-7. Non-Owner Obligations.**

Non-owners shall be subject to the following regulations:

- A. Occupants shall permit inspections by the Building Department upon 24 hours notice, either written or oral.
- B. Occupants shall not engage in, nor tolerate, nor permit others on the premises to violate any federal laws, or state laws regarding the illegal use, manufacture, or sale of narcotics, or unlawful use of firearms. Misdemeanor and felony arrests shall be the basis for immediate occupant eviction proceedings, or rental license revocation.
- C. Occupants shall recognize all health and safety regulations, and not disturb adjacent or nearby dwellings, neighbors, or property owners.

Any police investigation of an alleged incident of disruptive conduct (defined as any conduct, action, incident, or behavior perpetrated or permitted by any occupant or visitor of a non-owner occupied unit that violates City ordinances, state law or federal law), the police department may prepare a “Disruptive Conduct Report” which shall be forwarded to the Building Department or the City Attorney’s office

for review. The Building Department or City Attorney's office shall forward a copy of the report to the owner. Failure by the owner to take corrective measures may result in revocation of the certificate of occupancy.

**Section 5. Repealer.** All ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and effect.

**Section 6. Severability.** If any article, section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of remaining portions of the ordinance, being the intent of the City that this ordinance shall be fully severable.

**Section 7. Effective Date.** Provisions of this Ordinance shall become effective twenty (20) days following adoption.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

\_\_\_\_\_  
JOHN CHIRKUN, Mayor

Attested:

\_\_\_\_\_  
RICHARD STEENLAND, City Clerk

#### CERTIFICATION OF 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 November \_\_\_\_\_, 2014. Said Ordinance was posted in the following places:

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

Notice of said posting was published in *The Macomb Daily* on November \_\_\_\_\_, 2014.

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

## SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT (including all attachments and exhibits hereto, the "*Agreement*") is made effective as of the latter signature dates hereof (the "*Effective Date*") by and between TOWERCO 2013 LLC, a Delaware limited liability company ("*TowerCo*"); and CITY OF ROSEVILLE MICHIGAN, a Michigan municipal corporation ("*Licensee*").

TowerCo owns or controls, by lease, license, easement or otherwise, that certain Site more particularly described below. Licensee desires to use a portion of the Site in connection with its wireless communications business, and TowerCo desires to grant Licensee a license for the right to use a portion of the Site subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, TowerCo and Licensee agree as follows:

A. **Defined Terms.** In addition to the terms defined elsewhere in this Agreement (including, the attached Standard Terms and Conditions), the following capitalized terms shall have the meanings set forth in this article A:

(a) **Base License Fee:** The annual amount of \$ N/A, subject to modification and escalation as otherwise set forth in this Agreement.

(b) **Commencement Date:** The day that is the earlier of (i) the date that Licensee commences the installation of the Equipment at the Site, or (ii) 90 days after the Effective Date.

(c) **Connection Charge:** The sum of \$N/A charged by TowerCo to Licensee in connection with Licensee's connection of its electrical equipment to TowerCo's main electrical distribution panel pursuant to article 9 of the attached Standard Terms and Conditions.

(d) **Equipment:** The personal property of Licensee comprising its communications system at the Site, including, but not limited to, antennas, radio equipment, cabling and conduits, shelter and/or cabinets, and other personal property owned or operated by Licensee as more particularly described on Exhibit C attached hereto.

(e) **Ground Space:** N/A

(f) **Initial Term:** That certain period beginning on the Commencement Date and expiring at 11:59 p.m. on the fifth anniversary of the Commencement Date; provided however, that should the Commencement Date occur on a day other than the first day of a calendar month, the Initial Term shall expire on the last day of the calendar month in which the fifth anniversary of the Commencement Date occurs.

(g) **Licensee Addresses:** If to Licensee, to:

City of Roseville Michigan  
\*\*\*insert mailing address\*\*\*  
Roseville, Michigan 48066

(h) **Premises:** The Tower Space.

(i) **Prime Lease:** That certain lease, license or easement dated January 16, 2013 between City Of Roseville, as landlord, and TowerCo (as successor in interest to New Cingular Wireless PCS, LLC), as tenant, as amended from time to time.

(j) **Renewal Term:** Each of five (5) successive periods of five (5) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

(k) **Site:** That certain plot, parcel or tract of land, together with certain rights, privileges and improvements thereof, including a Tower thereon, located at approximately 29753 Gratiot Ave in the County of Macomb, State of Michigan, as more fully described on Exhibit A attached hereto.

(l) **Term:** The Initial Term and each Renewal Term (if available) for which Licensee has not given notice of its election not to renew as further provided in and subject to article 3 of the attached Standard Terms and Conditions.

- (m) **Tower:** That certain wireless communications tower located or to be located at the Site.
- (n) **Tower Space:** That certain space on the Tower for a portion of the Equipment as set forth on Exhibit C attached hereto.
- (o) **TowerCo Addresses:** If to TowerCo (other than for the payment of Base License Fees and other sums) to:

TowerCo  
 Attn: Corporate Counsel  
 5000 Valleystone Drive  
 Cary, North Carolina 27519

If to TowerCo with the payment of Base License Fees and other sums, to:

TowerCo  
 PO Box 637956  
 Cincinnati, Ohio 45263-7956  
*[reference TowerCo Site ID: MI0248 on payment]*

**B. Incorporation by Reference**

- (a) The attached Standard Terms and Conditions are incorporated herein by reference as if fully set out herein.
- (b) The following exhibits are incorporated herein by reference as if fully set out herein:
  - (i) Exhibit A - Ground Area Comprising the Site
  - (ii) Exhibit B - Tower Elevation Drawings
  - (iii) Exhibit C - Collocation Application

(c) References to article A or paragraph A set forth in the Standard Terms and Conditions refer to article A set forth above. References in this document or the Standard Terms and Conditions to numbered articles or paragraphs refer to those in the Standard Terms and Conditions.

IN WITNESS WHEREOF, TowerCo and Licensee have caused this Agreement to be executed by its duly authorized representatives, effective as of the Effective Date.

**TowerCo**  
 TowerCo 2013 LLC  
 a Delaware limited liability company

**Licensee**  
 City of Roseville Michigan  
 a Michigan municipal corporation

By: \_\_\_\_\_  
 Name: Daniel Hunt  
 Its: Vice President & CFO  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

1. **License of the Premises.** TowerCo hereby licenses to Licensee the Premises, together with the rights (i) to access the Premises from a public road or right-of-way to the Site over an access way serving the Site and designated by TowerCo, (ii) to use utility rights-of-way or easements to the extent necessary to connect the Equipment to such electrical, telephone and other utility services over routes approved by TowerCo and consistent with the Permitted Use and (iii) such other rights as are necessary for Licensee's Permitted Use (as defined in article 2) as more fully described or depicted on **Exhibit B** attached hereto.

2. **Use.** Licensee may use the Premises for the receipt and transmission of wireless communications signals (such transmission and reception to be pursuant to all rules and regulations of the Federal Communications Commission ("FCC")) and for the installation, construction, maintenance, operation and repair of the Equipment. Except as depicted on **Exhibit B**, Licensee shall locate all of the Equipment within the Premises, and may not utilize other portions of the Site. Licensee shall only use the Premises and the other rights granted hereunder to Licensee for the construction, installation, operation and replacement of the Equipment and only within the radio frequencies set forth in **Exhibit C** (the "**Permitted Use**") unless it has obtained the express, prior written consent of TowerCo, which consent TowerCo may withhold in its sole discretion. Licensee may not use the Equipment to combine, duplex or diplex signals of other telecommunications carriers or third parties other than a Licensee Affiliate (as defined in article 29). TowerCo shall have the right to continue to occupy the Site and to enter into leases, licenses and other agreements with others for the Site and appurtenant rights in the sole discretion of TowerCo.

3. **Term.** The license and rights granted herein, subject to the terms and provisions of this Agreement, are effective as of the Effective Date and extends through the Initial Term. Provided Licensee is not in default hereunder, the term of this License shall automatically renew for the next available Renewal Term, if any unless Licensee notifies TowerCo in writing of Licensee's desire not to extend the term of this Agreement at least 6 months prior to the end of the then existing term (either the Initial Term or a Renewal Term, as appropriate).

4. **License Fee.** In consideration of the grant of the license and rights by TowerCo to Licensee under this Agreement, commencing on the Commencement Date, Licensee will not be obligated to pay to TowerCo (or to such other person, firm or place as TowerCo may, from time to time designate in writing) consideration for this Agreement. Any other sums due and payable to TowerCo not received by TowerCo or its designee within 15 days of the date when due shall be subject to a late charge of 5% of the amount which is overdue to compensate TowerCo for the estimated additional administrative expense incurred as a result of such late payment.

5. **Enjoyment, Title and Authority.** TowerCo represents and warrants that (i) TowerCo owns, leases, subleases, licenses, sublicenses or has an easement over the Site and owns and/or operates the Tower; (ii) subject to article 7, TowerCo has full right, power and authority to execute this Agreement and grant all rights contemplated by this Agreement and (iii) subject to the terms of this Agreement, Licensee shall have the rights to use

and enjoy the Premises and such other rights granted to Licensee hereunder, which shall not be interfered with by TowerCo as long as Licensee is not in default beyond any applicable grace or cure period.

### 6. **Improvements by Licensee.**

(a) *Installation, Relocation, Reconfiguration and Construction.* Prior to the commencement of the initial installation of the Equipment and prior to any construction, replacement or installation of the Equipment thereafter, Licensee shall furnish, for review and approval by TowerCo, which approval may be withheld in TowerCo's reasonable discretion, plans and specifications for such construction, replacement or installation of the Equipment. Licensee may not commence the construction, replacement or installation of any Equipment at the Site until such time as Licensee has received written approval of the plans and specifications from TowerCo. Licensee shall be responsible for paying in advance to TowerCo the cost of any structural enhancements to be made to the Tower in order to accommodate the Equipment, which structural enhancements shall become part of the Tower and at all times will be the property of TowerCo. Licensee is responsible for securing all required permits from any and all applicable governmental authorities prior to the commencement of any construction, replacement or installation of the Equipment. Licensee shall provide to TowerCo copies of the permit(s) issued to Licensee prior to the commencement of any work by Licensee at the Site. Licensee shall use a construction firm approved by TowerCo for any construction activities to be conducted by Licensee at the Site. Except as otherwise provided, Licensee shall be responsible for all site work to be done on the Premises pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Equipment.

(b) *Compliance with Governmental Rules.* Licensee and its contractors and agents shall perform all work at the Site in a good and workmanlike manner, in strict compliance with the plans and specifications approved by TowerCo pursuant to paragraph 6(a), including specifications for the grounding of the Equipment. Licensee shall conduct and cause to be conducted all of its construction, installations and operations at the Site in strict compliance with all applicable statutes, regulations, rules, codes, and ordinances of all federal, state and local governmental agencies having jurisdiction thereof, including but not limited to, the FCC, the Occupational Safety and Health Administration and the Federal Aviation Administration (the "FAA"). TowerCo assumes no responsibility for the licensing, operation or maintenance of the Equipment. Licensee covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by TowerCo or any other occupants of the Site.

(c) *Completion of Installation.* Within 30 days following the completion of installation of the Equipment, Licensee shall (i) remove any remaining construction material brought onto the Site by Licensee and/or its agents, consultants or contractors and restore any areas disturbed by the installation of the Equipment, and (ii) provide to TowerCo such post construction documentation as TowerCo may reasonably request, including but not limited to photographs and drawings. If Licensee fails to

timely perform the removal and restoration obligations set forth herein, TowerCo shall have the right, but not the obligation, to do so at Licensee's sole cost and expense, and Licensee shall reimburse TowerCo for Licensee's actual costs related thereto plus 15% within 30 days of TowerCo's delivery to Licensee of a written invoice therefor.

**7. Prime Lease.** This Agreement is subject to the terms, conditions and continued existence of the Prime Lease, if any. If the consent of the landlord of the Prime Lease is required to grant the rights granted to Licensee under this Agreement, then such landlord's / licensor's / grantor's consent is a condition precedent to the effectiveness of this Agreement. Licensee covenants that it shall not commit or cause any act or fail to take any act that would result in a default under or breach of the Prime Lease by TowerCo. By entering into this Agreement, Licensee acknowledges that it has received and reviewed, or has had the opportunity to receive and review, a complete copy of the Prime Lease, as it currently exists, subject to redaction of the financial and other irrelevant or confidential terms thereof. In the event of a conflict or inconsistency between the terms of this Agreement and the Prime Lease, the terms of the Prime Lease shall govern and control. Notwithstanding anything herein to the contrary, if the Prime Lease expires or is terminated, then (i) this Agreement shall terminate without further act or deed on the effective date of expiration or termination of the Prime Lease; and (ii) TowerCo shall not be liable for any damages in any way to Licensee as a result of such termination of this Agreement other than to refund the proportionate amount of any Base License Fee paid by Licensee allocable to the period after the termination of this Agreement. TowerCo is under no obligation to extend the term of or renew the Prime Lease. TowerCo shall give Licensee written notice of such termination or expiration of the Agreement as provided herein as soon as practicable and will endeavor to provide at least 60 days written notice prior to the date of an anticipated termination or expiration of the Prime Lease.

**8. Access.** Subject to limitations contained in the Prime Lease, if any, TowerCo grants Licensee access to the Premises at no additional charge 24 hours per day, 7 days per week during the Term over the Site for the Permitted Use.

**9. Utilities.** All utility services installed on the Premises for the use or benefit of Licensee shall be installed at the sole cost and expense of Licensee and be separately metered from TowerCo's utilities. Licensee is solely responsible for extending utilities to the Premises as necessary to serve its needs and for the payment of charges for electrical, telecommunications and other utility services, including connection charges and security deposits incurred thereby, in order to install, maintain and operate the Equipment. If installation of a meter is not practicable, TowerCo and Licensee shall prorate such electrical charges based on approximate actual use of each party within 30 days of receipt by TowerCo of any invoice from an applicable utility company. If a power distribution panel is installed at the Site and such panel contains sufficient electrical capacity to serve the Equipment, Licensee agrees to connect to TowerCo's power distribution panel and pay to TowerCo the Connection Fee on or before the Commencement Date.

## **10. Taxes.**

(a) If at any time during the Term, a tax or excise on rents, license fees or other tax however described (except any franchise, estate, inheritance, capital stock, income or excess profits tax imposed upon TowerCo) is levied or assessed against TowerCo by any lawful taxing authority on account of TowerCo's interest in this Agreement or the profits or other charges reserved or paid hereunder, Licensee agrees to pay to TowerCo, upon demand, in addition to all other fees and charges prescribed in this Agreement, the amount of such tax or excise. If such tax or excise is levied or assessed directly against Licensee, then Licensee shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require.

(b) Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Except as provided immediately below, TowerCo shall pay all real property taxes TowerCo is obligated to pay under the Prime Lease. Licensee shall reimburse TowerCo for any increases in real property taxes which are assessed as a result of Licensee's improvements to or use of the Site or as a result of any of the Equipment being classified as real property for tax purposes. As a condition of Licensee's obligation to pay such tax increases, TowerCo shall provide to Licensee reasonable documentation evidencing the charge or increase allocable to Licensee.

## **11. Interference.**

(a) Upon request, TowerCo agrees to provide Licensee with a list of existing radio frequency users at the Site. Notwithstanding anything else in this Agreement to the contrary, Licensee agrees to install equipment of types and radio frequencies which will not interfere with TowerCo or any other users at the Site which are in place as of the Commencement Date and including those users who, by the terms of pre-existing agreements have the right to modify their communication operations and/or frequencies. Licensee covenants that the Equipment shall comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to those regulations promulgated by the FCC. If the Equipment causes any impermissible interference, Licensee shall immediately take such actions as are necessary to correct and eliminate the interference. If such interference cannot or is not eliminated within 48 hours after receipt by Licensee of notice from TowerCo describing the existence of the impermissible interference, Licensee shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within 15 days after receipt by Licensee of written notice from TowerCo of the existence of such interference, TowerCo shall have the right to terminate this Agreement without further obligation on either part except as may be specifically enumerated herein (including, but not limited to, those obligations which expressly survive termination or by their

nature and context, are intended to survive termination), and Licensee agrees to remove the Equipment from the Site.

(b) TowerCo will not grant, after the Effective Date, a lease, license or any other right to any third party for the use of the Site if such use by a third party would be expected to interfere adversely with the Equipment. Notwithstanding anything herein to the contrary, TowerCo commits to no priority or non-interference in favor of Licensee with regard to any frequencies or spectrum that is not exclusively licensed to Licensee or a Licensee Affiliate in the MTA or BTA where the Site is located.

## **12. Maintenance and Repair.**

(a) Licensee shall maintain the Equipment, the Premises and access to the Premises in good order and repair, reasonable wear and tear excepted. Any damage to the Equipment resulting from the acts or omissions of TowerCo shall be repaired by TowerCo at TowerCo's cost and expense. At the option of Licensee and with prior written notice to TowerCo, Licensee may repair such damage and TowerCo shall reimburse Licensee for the actual costs incurred as evidenced by adequate documentation.

(b) TowerCo, at its sole cost and expense, shall maintain the Tower and any other portions of the Site and improvements thereon in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted to the extent that Licensee may enjoy the rights and benefits of this Agreement. Any damage to the Site or the equipment or improvements of TowerCo or others located on the Site which results from the acts or omissions of Licensee shall be repaired by Licensee at its sole cost and expense, or at the option of TowerCo and with prior written notice to Licensee, TowerCo may repair such damage and Licensee shall reimburse TowerCo for the actual costs incurred as evidenced by adequate documentation.

**13. Tower Marking and Lighting Requirements.** TowerCo shall be responsible for compliance with any applicable marking and lighting requirements of the FAA and the FCC provided that if the requirement for compliance results from the presence of the Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee bears the cost and responsibility of complying strictly with Licensee's FCC license or other FCC or FAA regulations with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of TowerCo.

**14. Mechanics' Liens.** Licensee shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any construction work, repair, restoration or removal or any other claims or demands to be recorded or enforced against the Site or any part thereof or the interest of TowerCo therein. If any lien, charge or order for payment of money shall be filed as a result of the act or omission of Licensee, Licensee shall cause such lien, charge or order to be discharged against the Site and any part thereof within 30 days after notice from TowerCo. If Licensee fails to timely cause the lien, charge or order to be discharged, then TowerCo is entitled, but not obligated, to discharge or bond the same. Licensee shall

indemnify and save TowerCo harmless from all liabilities, claims, costs, damages and expenses (including reasonable attorneys' fees and court costs) to the extent resulting from the imposition of such lien, charge or order or Licensee's failure to timely discharge same. TowerCo shall have the right at any time to post and maintain upon the Site such notices as may be necessary to protect TowerCo against liability for all such liens and encumbrances. Licensee shall give TowerCo written notice prior to the commencement of any work or the delivery of any materials connected with such work or construction, repair, restoration, or removal of materials on the Site. TowerCo assumes no liability for the payment of materials or labor which accrue in the installation, maintenance and repair of Licensee's improvements and Equipment upon the Site and no mechanics' or materialmen's lien for Licensee's improvements or work shall attach to the interest of TowerCo in the Site.

## **15. Indemnification.**

(a) Licensee agrees to indemnify, defend and hold TowerCo harmless from and against any and all injuries to person or property, losses, expenses (including reasonable attorneys' fees and court costs), damages or liabilities or any claims in respect of the foregoing, arising from the actions, installation, use, operation, maintenance, repair or removal of the Equipment, from the actions or failure to act of Licensee or its employees or agents or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of TowerCo, its employees, agents or independent contractors.

(b) TowerCo agrees to indemnify, defend and hold Licensee harmless from and against any and all injuries to person or property, losses, expenses (including reasonable attorneys' fees and court costs), damages or liabilities or any claims in respect of the foregoing, arising from the actions or failure to act of TowerCo or its employees or agents or TowerCo's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The terms of this article 15 expressly survive expiration or earlier termination of this Agreement.

**16. Financing Agreement.** TowerCo acknowledges that Licensee may enter into financing arrangements, including promissory notes and financial and security agreements that pledge or encumber the Equipment with third party financing entities. In connection therewith, TowerCo (i) disclaims any interest in the Equipment as fixtures or otherwise; and (ii) agrees that the Equipment shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any Base License Fees or other sums due or to become due hereunder and that such Equipment may be removed by Licensee or Licensee's secured party, as appropriate, at any time without recourse to legal proceedings.

**17. Disclaimer of Warranties / Limitation of Liability.**  
**EXCEPT AS EXPRESSLY PROVIDED HEREIN, TOWERCO HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS**

**FOR A PARTICULAR PURPOSE ASSOCIATED WITH ANY SITE OR TOWER. LICENSEE HEREBY ACCEPTS THE SITE "AS IS." NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER LICENSEE NOR TOWERCO SHALL ASSERT ANY CLAIM AGAINST THE OTHER FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, LOST BUSINESS OPPORTUNITIES, IMPERFECT COMMUNICATIONS MARKET SHARE OR CONSEQUENTIAL DAMAGES INCURRED AS A RESULT OF LICENSEE'S USE OF ANY SITE PURSUANT TO A SITE LICENSE, INCLUDING BUT NOT LIMITED TO, ANY MALFUNCTION, VANDALISM, ACTS OF GOD (INCLUDING, WITHOUT LIMITATION, LIGHTNING, WIND, RAIN, HAIL, FIRE OR STORMS) OR ANY OTHER DAMAGE RESULTING FROM ANY REASON.**

**18. Environmental.**

(a) Licensee, its grantees, successors and assigns shall indemnify, defend, reimburse and hold harmless TowerCo from and against any and all damages, claims, penalties, sanctions, forfeitures, losses, costs and expenses (including reasonable attorneys' fees and court costs) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, or investigation which is related to or which arises from any activities conducted at the Site by Licensee, its employees, agents or independent contractors and related to or arises from the presence of any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law, ordinance or regulation including petroleum or hydrocarbon based fuels such as diesel, propane or natural gas (collectively, "*Hazardous Materials*") upon, about or beneath the Site or migrating to or from the Site, or which is related to or arise in any manner whatsoever out of the violation of any environmental laws, statutes, ordinances, regulations, directives or requirements pertaining to the Site and any activities thereon by Licensee, its employees, agents or independent contractors. Licensee represents and warrants to TowerCo that Licensee will conduct its activities at each Site in compliance with all applicable federal, state or local law, ordinance or regulation with regard to Hazardous Materials.

(b) Within 30 days (or such sooner period as required by law) of Licensee's installation or replacement of any batteries at the Premises, Licensee shall provide to TowerCo with the number of batteries, battery model numbers, battery manufacturers, the number of cells in each battery and the amount of sulfuric acid in Licensee's batteries at the Premises. Within 30 days of Licensee's receipt of a written request from TowerCo, Licensee will provide TowerCo with the foregoing or any other information regarding Hazardous Materials or compliance with environmental laws and copies of documents relating to the Equipment located at the Site which TowerCo may be required to file with the FCC, the Environmental Protection Agency or any other governmental agencies.

(c) TowerCo, its grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Licensee from and against any and all damages, claims, penalties, sanctions, forfeitures, losses, costs and expenses (including reasonable

attorneys' fees and court costs) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, or investigation arising from the presence of Hazardous Materials upon, about or beneath the Site or migrating to or from the Site, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Site and any activities thereon, provided in each case the same are solely attributable to activities conducted by TowerCo at the Site.

**19. Insurance.**

(a) Licensee shall carry during the Term and until all Equipment is removed from the Site, at Licensee's own cost and expense, the following insurance: (i) "All Risk" property insurance providing replacement value coverage for the Equipment and personal property located on the Site; (ii) commercial general liability insurance with a commercial general liability endorsement having a minimum limit of liability of \$2,000,000, with a combined limit for bodily injury and/or property damage for any one occurrence; (iii) workers' compensation insurance at statutory limits and in accordance with applicable state law; (iv) vehicle liability insurance for owned, non-owned and hired vehicles, with a combined limit of \$1,000,000 per accident for bodily injury and property damage; and (v) excess/umbrella, coverage of \$3,000,000.

(b) Licensee shall name TowerCo, its parent entity, subsidiaries and affiliates, as additional insureds under Licensee's liability policy, and require Licensee's insurance company to agree to give to TowerCo at least 30 days' prior written notice of termination or cancellation of the policy. A certificate of such insurance, together with such endorsement as to prior written notice of termination or cancellation, shall be delivered to TowerCo within 30 days from the execution of this Agreement and thereafter upon renewal of any term of such insurance. All insurance shall be obtained from an insurance company authorized to do business in the state in which the Site is located.

(c) Licensee and TowerCo shall require their respective contractors and subcontractors to carry workers' compensation insurance and adequate liability insurance in conformity with the minimum requirements listed above.

(d) All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier waives all of such carrier's rights to proceed against TowerCo and Licensee. TowerCo and Licensee each release the other and their respective representatives from any claims by them or any one claiming through or under them by way of subrogation or otherwise for damage to any person or to the Premises or Site and to the fixtures, personal property, improvements and alterations in or on the Premises or the Site that are caused by or result from risks insured against under any insurance policy carried by them and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies.

**20. Destruction.** If the Tower or the Premises are destroyed or so damaged so as to materially interfere with Licensee's use

thereof, TowerCo or Licensee may terminate this Agreement as of the date of destruction of that portion of the Premises and any unearned Base License Fee paid in advance of such date shall be refunded by TowerCo to Licensee within 30 days of the notice of termination of this Agreement. Notwithstanding the foregoing, TowerCo may elect to restore the Premises, in which case Licensee and TowerCo shall remain bound hereby but Licensee shall be entitled to an abatement of Base License Fees during the period of restoration of the Tower or other infrastructure owned by TowerCo. In the alternative, Licensee shall have the right to install a "cell on wheels" ("COW") (supplied by Licensee) at a mutually agreeable location on the Site during the repair period. If Licensee installs a COW, the Base License Fee shall not abate during the repair period.

**21. Condemnation.** If the whole or any substantial part of the Premises shall be taken by any public authority under the power of eminent domain so as to materially interfere with Licensee's use thereof, then this Agreement shall terminate as to the part so taken on the earlier of (i) the date title vests in such authority or (ii) the date such authority takes possession, and TowerCo or Licensee shall have the right to terminate this Agreement and any unearned Base License Fees paid in advance of such termination shall be refunded by TowerCo to Licensee within 30 days following the termination of this Agreement. In the event of such termination, TowerCo shall be entitled to all compensation paid by the public authority. Notwithstanding the foregoing, TowerCo may elect to rebuild the Tower on an alternate location on the Site or on other property owned or leased by TowerCo consistent with article 26, in which case, provided that the alternative location is suitable for Licensee's use, in Licensee's reasonable business judgment, Licensee and TowerCo shall remain bound hereby but Licensee shall be entitled to an abatement of Base License Fees during the loss of use. Licensee shall have the right, subject to TowerCo's consent, to install a COW in a mutually agreeable location during the period in which the Tower is rebuilt. If Licensee installs a COW, Base License Fees shall not abate during the period in which the Tower is rebuilt. Upon such relocation of the Tower, the new tower and the new ground area on which the new tower is located shall be considered the Tower and the Site for purposes of this Agreement, and this Agreement shall be amended accordingly to clarify the rights of TowerCo and Licensee to the Tower, the Premises and the Site.

**22. Default By Licensee / Remedies.**

(a) The occurrence of any of the following instances shall be considered to be a default and a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Base License Fees or any other charge for which Licensee is responsible under this Agreement within 10 days of receipt of written notice from TowerCo of such failure to pay; it being understood, however, that TowerCo is obligated to provide such notice only once in any calendar year, and the second instance of the failure to pay the Base License Fees or any other charge shall be an immediate default without notice to Licensee if not paid within 10 days of the date when due; (ii) any failure of Licensee to perform or observe any other term, covenant, provision or condition of this Agreement, which failure is not corrected or cured by Licensee within 30 days of receipt of written notice from TowerCo of the existence of such a default; (iii) failure of Licensee to eliminate

interference problems as set forth in paragraph 11(a); (iv) Licensee's abandonment or failure to use the Premises for 60 consecutive days; (v) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy or have an involuntary petition in bankruptcy filed against Licensee which is not dismissed within 60 days of the date of the filing of the involuntary petition; (vi) Licensee shall file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee shall make an assignment for the benefit of creditors; (vii) Licensee's interest in this Agreement or in the Premises are executed upon or attached; or (viii) any lien is placed on the Equipment except as may be expressly authorized by this Agreement.

(b) In the event of a default by Licensee under this Agreement and Licensee's failure to cure such default within the time allowed pursuant to paragraph 22(a), if any, TowerCo may, in addition to all other rights or remedies TowerCo may have under this Agreement, at law or in equity, terminate this Agreement by giving written notice to Licensee stating the date upon which such termination is effective, accelerating and declaring to be immediately due and payable the then present value of the Base License Fees that would have otherwise been due TowerCo absent a breach of the Agreement by Licensee for the then current Term, discounted by an annual percentage rate equal to 10%, and remove the Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of 30 days, after which the Equipment (other than that containing Hazardous Materials) will be deemed abandoned if not claimed by Licensee. Licensee shall not be permitted to claim such Equipment until TowerCo has been reimbursed for all costs, losses, damages and expenses (including reasonable attorneys' fees) associated with Licensee's default hereunder.

**23. Notices.** All notices, requests, payments of fees and charges, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, United States certified mail, return receipt requested, or sent by recognized overnight carrier to the parties at the addresses set forth in paragraphs A(g) and A(o). Notices shall be deemed given (i) three days after mailing via United States mail as set forth above, (ii) one business day after timely deposit with overnight carrier, transit prepaid, or (iii) upon personal delivery. Either party hereto may change the place for the giving of notice to it by like written notice to the other as provided herein.

**24. Emissions.** Licensee hereby agrees to comply with applicable law, including, without limitation, OET Bulletin 65 issued by the FCC dated August 1997, as the same may be amended, modified or restated from time to time ("*OET 65*"), regarding restrictions or controls imposed by the FCC or other governmental agency for antenna power output ("*RF Emissions*") standards on Maximum Permissible Exposure ("*MPE*") limits and shall cooperate and work in conjunction with the other users of the Site to ensure in the aggregate compliance with applicable law. Licensee hereby acknowledges that it is jointly responsible with other users at the Site for compliance with FCC MPE guidelines. Within 30 days of TowerCo's request, Licensee shall provide TowerCo with proof,

reasonably acceptable to TowerCo, that Licensee is complying with OET 65 and all other applicable FCC MPE guidelines. If Licensee fails to provide such proof, TowerCo may commission an engineering evaluation or other power density study to be performed to evaluate RF Emissions compliance with MPE limits, the reasonable and proportional costs of which shall be borne by Licensee and reimbursed to TowerCo within 30 days of TowerCo's request therefor. If any RF Emissions study indicates that RF Emissions at the Site do not comply with MPE limits, then Licensee shall cooperate with the other users of the Site and immediately take any and all steps necessary to ensure compliance with such limits.

**25. Detuning.** If the Tower was fitted with detuning apparatus to protect the array of an AM radio station, Licensee will be responsible for complying with all applicable law related to detuning. If, due to Licensee's collocation on the Tower, it is necessary to modify the Tower, Licensee shall, at its cost, retain a qualified detuning consultant reasonably acceptable to TowerCo to ensure the integrity of a given AM signal.

**26. Relocation of Tower.** TowerCo may, at its election, relocate the Tower to an alternative location on property owned or leased by TowerCo, in which event, Licensee and TowerCo shall remain bound hereby. Such relocation will (i) be at TowerCo's sole cost, (ii) not result in an interruption of Licensee's communications services, and be suitable for Licensee's use in Licensee's reasonable business judgment, but otherwise consistent with the terms of this Agreement. Upon such relocation, the Site covered herein shall be the new tower and the new ground area on which the new tower is located. At the request of either party, TowerCo and Licensee shall enter into an amendment of this Agreement, to clarify the rights of TowerCo and Licensee to the new Premises.

**27. Removal On Termination/Holdover.** Not later than the expiration or termination of this Agreement, Licensee shall remove the Equipment and any other of improvements or alterations of Licensee from the Site and restore the Site to the condition in which it existed upon execution of this Agreement, reasonable wear and tear excepted. If the Equipments or other equipment and improvements (even if it has been disconnected) of Licensee remain on the Site after the termination or expiration date of this Agreement, Licensee shall pay to TowerCo a monthly hold-over fee equal to one hundred fifty percent (150%) of the then-effective monthly license fee, prorated from the effective date of termination to the date all of the Equipment or other equipment and improvements of Licensee are removed from the Site together with any and all rent, costs, damages or other expenses, including reasonable attorneys' fees, incurred by TowerCo under the Prime Lease related to Licensee's holdover. TowerCo shall have the right (but not the obligation) to disconnect and remove the Equipment and other equipment and improvements of Licensee after the expiration or termination of this Agreement. If, after such termination or expiration date, TowerCo disconnects and removes the Equipment and other equipment and improvements of Licensee, Licensee will pay to TowerCo upon demand all disconnection, removal and storage expenses incurred by or on behalf of TowerCo.

**28. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all

previous negotiations leading thereto. There are no representations or understandings of any kind related thereto not set forth therein. This Agreement may be modified only by an agreement in writing executed by TowerCo and Licensee.

**29. Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the legal representatives, successors, and assigns of TowerCo and Licensee. Without the prior consent of, but with prior notice to TowerCo, Licensee may assign this Agreement to any Licensee Affiliate or to any entity that acquires all or substantially all of the Licensee's assets in the market defined by the FCC in which the Site is located by reason of merger, acquisition or other business reorganization provided such assignee assumes all of the obligations thereunder. Upon written notification to TowerCo of such assignment as aforesaid, the assignor-Licensee will be relieved of all future performance, liabilities and obligations under this Agreement. Licensee may not otherwise assign, transfer or sell its entire interest in this Agreement without the prior written consent of TowerCo, which consent TowerCo shall not unreasonably withhold, delay, or condition. Licensee may not assign, transfer or sell less than all of its interest in this Agreement or sublease, sublicense, share or grant others the right to use all or any part of the Premises or Equipment other than to a Licensee Affiliate without TowerCo's prior written consent, which may be withheld in TowerCo's sole discretion. For purposes hereof, an "Affiliate" of Licensee is a corporation or other entity that directly or indirectly (through one or more intermediary entities) controls, is controlled by or is under common control with Licensee or other entity, and "control" means the ownership of more than 50% of the voting interests of another corporation or other entity and of the economic interests of another corporation or other entity. TowerCo may assign its rights hereunder in whole or in part and upon such assignment, TowerCo shall be released from any and all liability under this Agreement.

**30. Limitation of Parties' Liability.** If TowerCo shall be in default of any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against TowerCo, Licensee agrees that it shall look solely to TowerCo's right, title and interest in and to the Site for the collection of such judgment, and Licensee further agrees that no other assets of TowerCo shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that TowerCo, its officers, directors, members or shareholders shall not be personally liable for any deficiency.

**31. Miscellaneous.**

(a) This Agreement is governed by the laws of the state in which the Site is located without regard to conflicts of law principles.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement will not be affected and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

(c) The prevailing party in any action or proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable expenses from the non-prevailing party.

(d) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(e) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(f) Licensee acknowledges that the submission of this Agreement by TowerCo to Licensee does not constitute an offer by TowerCo to Licensee to license the Premises or grant any other rights to utilize the Site. This Agreement shall become valid and binding only upon execution by TowerCo's duly authorized representative and by Licensee.

(g) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker and shall indemnify and hold the other party harmless from any claims for a commission or fee by such broker.

(h) TowerCo reserves the right to survey the Site or portion thereof, and the legal description of the Site on the survey obtained by TowerCo shall then become **Exhibit A**, which shall be attached hereto and made a part hereof, and shall control.

(i) Licensee will, at any time, upon 20 days prior written notice from TowerCo, execute, acknowledge and deliver a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect, or if modified, stating the nature of such modification and certifying this Agreement as so modified, is in full force and effect and the date to which the Base License Fees and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on TowerCo's part or specifying such defaults, if any are claimed. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer of the Site.

(j) This Agreement may be executed in one or more counterparts, each of which are to be considered an original. The parties agree that a scanned or electronically reproduced copy or image of this Agreement, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability to produce or tender an original, executed counterpart hereof.

## Exhibit A

### Ground Area Comprising Site

#### Lease Area

That part of Lot 44, GRATIOT-KELLY SUBDIVISION of part of the N1/2 of the SW1/4 of section 9, T1N, R13E, Erin Township, Macomb County, Michigan, described as: Commencing at the Northwest corner of lot 52, COMMON PLACE SUBDIVISION of part of the N1/2 of the N1/2 of the SW1/4 of section 9, T1N, R13E, Erin TWP, Macomb County, Michigan, said point having State Plane coordinates E 13512954.06, N 373869.91, thence S 03\*05'57" E 281.49 feet along the W line of said Lot 52 and the Southerly extension thereof to a point having state Plane coordinates E 13512969.28, N 373588.83; thence South 65\*31'23" E 97.25 feet to a point having state Plane coordinates E 13513057.79, N 373548.54 for THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence S 65\*31'23" E 12.00 feet; thence S 24\*28'37" W 20.00 feet; thence N 65\*31'23" W 12.00 feet; thence N 24\*28'37" E 20.00 feet to the place of beginning. Contains 240 square feet, more or less.

#### Tower Easement

That part of Lot 50, GRATIOT-KELLY SUBDIVISION of part of the N1/2 of the SW1/4 of section 9, T1N, R13E, Erin Township, Macomb County, Michigan, described as: Commencing at the Northwest corner of lot 52, COMMON PLACE SUBDIVISION of part of the N1/2 of the N1/2 of the SW1/4 of section 9, T1N, R13E, Erin TWP, Macomb County, Michigan, said point having state Plane coordinates E 13512954.06, N 373869.91, thence S 03\*05'57" E 220.20 feet along the W line of said Lot 52 and the Southerly extension thereof to a point having state Plane coordinates E 13512969.97, N 373650.04; thence N 88\*03'52" E 59.46 feet to a point having state Plane coordinates E 13513025.40, N 373652.05 for THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence N 88\*03'52" E 8.82 feet; thence S 65\*29'50" E 8.43 feet; thence S 23\*22'15" W 18.22 feet; thence S 87\*37'06" W 8.58 feet; thence N 01\*56'08" W 20.30 feet to the place of beginning. Contains 253 square feet, more or less.

**Exhibit B**  
**Tower Elevation Drawings**

*(to be inserted)*

## Exhibit C

### Collocation Application

RETURN THIS APPLICATION TO: (E-MAIL IS PREFERRED)		Date Rec by TowerCo: <u>11/11/14</u>
TowerCo	e-mail: <a href="mailto:colocation@towerco.com">colocation@towerco.com</a>	Revision Dates: _____
5000 Valleystone Dr.	office: 919-469-5559	Site Name: <u>City of Roseville PD</u>
Cary, NC 27519	fax: 919-469-5530	Site Number: <u>MI0248</u>
Attn: Colocation		

#### TOWERCO SITE INFORMATION

Latitude:		Existing Structure Type:	Monopole
Longitude:		Existing Structure Height (ft AGL):	150
Site Address:		County: Oakland	State: MI

#### APPLICANT INFORMATION

Applicant (Carrier):	CITY OF ROSEVILLE MICHIGAN	Primary Contact Name:	_____
Applicant Site Name:	ROSEVILLE PD	Company Name:	_____
Applicant Site Number:		Primary Contact Number:	_____
Req. Date For Receipt of Agreement:		Primary Contact Fax:	_____
Proposed Installation Date:	10-2014	Primary Contact Address:	_____
Proposed ON AIR Date:	11-2014	Primary Contact Email:	_____
Applicant Entity Name on SA:	CITY OF ROSEVILLE MICHIGAN		
Notice Address for Lease:	_____		
Billing Address:	_____		

#### ADDITIONAL CARRIER INFORMATION

Leasing Contact Name/Number/Email	_____
RF Contact Name/Number/E mail	David McCarthy / 586-883-9157 / DMCCARTHY@TCG-PROS.COM
Legal Review Contact Name/Number:	_____
Zoning Contact Name/Number	_____
Construction Contact Name/Number:	David McCarthy / 586-883-9157 / DMCCARTHY@TCG-PROS.COM
Site Tech Contact Name/Number:	David McCarthy / 586-883-9157 / DMCCARTHY@TCG-PROS.COM
Emergency Contact Name/Number:	_____

#### ANTENNAS

Sector	Sector 1	Sector 2	Sector 3	Sector 4	AUX
Desired Rad Center (ft AGL)	100	100	150'		
Antenna Quantity	1	1	1		
Antenna Manufacturer	MARS	MARS	Andrew / ComScope		
Antenna Model (Attach Spec Sheet)	MA-WE55- 15MIMO	MA-WE55- 15MIMO			
Weight (lbs per antenna)	5.5 lbs.	5.5 lbs.	5 lbs.		
Antenna Dimensions (HxWxD) (in)	15.7x11.8x2	15.7x11.8x2			
ERP (watts)	34	34			
Antenna Gain (dB)	15DB	15DB	12DB		
Orientation/Azimuth (Degrees)			OMNI		
Mechanical Tilt	0	0	7 DEGREES		
TMA/RRU Quantity	1	1			

TMA/RRU Manufacturer & Model (Attach Specs)				
TMA/RRU Dimensions (HxWxD) (in)				
TMA/RRU Weight	15 Lbs.	15 Lbs.		
Diplexer Quantity				
Diplexer Manufacturer & Model				
Diplexer Dimensions(HxWxD)				
RET Quantity	1	1		
RET Manufacturer & Model	Proxim MP-8200	Proxim MP-8200		
RET Dimensions(HxWxD)	14.56 x 3.69 x 8.18 in.	14.56 x 3.69 x 8.18 in.		
RET Cable Quantity	1	1		
Diameter of RET Control Cable	.25	.25		
Mount Mfg and Model (Attach Spec Sheet)	ComScope	ComScope		
Tower Mount Mounting Height (On Tower)	138	138		
Transmit Frequency (MHz)	5745 Ghz.	5825 Ghz.		
Receive Frequency (MHz)	5745 Ghz.	5825 Ghz.		
Number of Coax Cables (PER ANTENNA)	2	2		
Diameter of Coax Cables (in)	.5	.5		
Type of Service (i.e CDMA, iDEN, GSM, TDMA, PAGING):	AUX - PtMP Broadband			

Please Note: "AUX" can be used for Microwave, TTA, LNA, or GPS antenna information

#### GROUND SPACE REQUIREMENTS

Equipment Enclosure Type:	<input type="checkbox"/> BTS Cabinets/Number of BTS Cabinets: <input type="checkbox"/> Outdoor Shelter <input type="checkbox"/> Other:		
Leased Area Dimensions (WxD) (ft)	Not required at this time		
Cabinet/BTS/Shelter Dimensions (HxWxD)(ft):	Not required at this time		
Concrete Pad Dimensions (WxD)(ft):	Not required at this time		
Cabinet/Shelter Manufacturer/Model:	Not required at this time.		

#### POWER REQUIREMENTS

AC Power: not required at this time	Required Voltage and Total Amperage:	Not required at this time
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#### GENERATOR INFORMATION

Generator Ground Space Requirement (HxWxD)(ft):	Fuel Type	<input type="checkbox"/> Propane <input type="checkbox"/> Diesel
Fuel Tank Size (Gallons):	Fuel Tank Location:	<input type="checkbox"/> Attached <input type="checkbox"/> Separate <input type="checkbox"/> None
Capacity (KW):		

#### ADDITIONAL INFORMATION/COMMENTS

City facilities / building attached at tower base. Will use existing ice bridge to extend 3 cables from the base of the Monopole tower, across ice bridge, to the building ingress point. All equipment will be installed inside attached building. No space inside the compound will be needed at this time.

All equipment will be powered from inside the building. No power will be needed at this time.

- Ground lessor consent may be required as a condition to the execution of your lease.
- Modifications to the tower site may be subject to local zoning approval.
- If available, attach manufacturer's equipment specifications for antennas, mounts, cabinets, shelters, etc. When requesting ground space, do not include a buffer around your desired physical footprint. TowerCo, at its sole discretion, will provide a non-exclusive buffer between your installation and other proposed and/or existing tenants to allow for access and maintenance