

November 12, 2013

**COPY OF
DISBURSEMENT
LIST
IS AVAILABLE
IN THE
CITY CONTROLLER'S
OFFICE**



Roseville Lions Club

24418 Berry Ave.
Warren Mi. 48089



11-03-2013

To whom it may concern:

This is a request by the Roseville Lions Club to be placed on the City Council meeting agenda for November 12th, 2013. We will be requesting permission to solicit donations on the city streets December 13th-15th, 2013. The proceeds will be used to benefit our community services programs.

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

If you have any questions please do not hesitate to contact our Secretary, Cathy Farmer at

Sincerely,

Cathy Farmer, Secretary
Roseville Lions Club.

INTER-OFFICE MEMO

TO: Chief James Berlin
FROM: Scott Adkins, City Manager
DATE: November 4, 2013
SUBJECT: Lions Club
Solicit Donations
December 13 – 15, 2013

=====

We have received a request from the Lions Club to solicit donations on city streets December 13 – 15 from dawn until dusk. The Lions Club is aware of the rules for soliciting established by City Council. Proceeds from this drive will be used to benefit community service programs.

Please review this request and submit a recommendation so this item may appear on the November 12, 2013 Council agenda.

Yvette Krellwitz (City of Roseville)

From: Berlin, James [jberlin@rosevillepolice-mi.com]
Sent: Tuesday, November 05, 2013 7:20 AM
To: Yvette Krellwitz (City of Roseville)
Subject: RE: Lions Club Soliciting

The Roseville Police Department has no objection to the Lions Club soliciting on the dates in question.

Chief James P. Berlin

-----Original Message-----

From: Yvette Krellwitz (City of Roseville) [mailto:ykrellwitz@Roseville-mi.gov]
Sent: Monday, November 04, 2013 2:57 PM
To: James Berlin (Roseville Police)
Subject: FW: Lions Club Soliciting

Yvette Krellwitz
Administrative Assistant
Manager's Office
(586) 445-5410

-----Original Message-----

From: bizhub
Sent: Monday, November 04, 2013 3:57 PM
To: Yvette Krellwitz (City of Roseville)
Subject:

TASKalfa 4551ci
[00:c0:ee:af:9e:b1]

**MACOMB COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN FOR
MACOMB MALL PROPERTY**

Prepared by:

Warner Norcross & Judd LLP
900 Fifth Third Center
111 Lyon Street NW
Grand Rapids, Michigan 49503
Contact: Jared T. Belka
Phone: 616-752-2447

Last Revision Date: November 4, 2013

**MACOMB COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN – MACOMB MALL REDEVELOPMENT PROJECT**

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PROJECT SUMMARY

| | |
|--|---|
| Project Name: | Macomb Mall Redevelopment |
| Project Location: | The property is located at 32233 and 32455 Gratiot, Roseville, Michigan 48066. The current parcel ID numbers (includes property subject to pending split on 32233 Gratiot) is: 14-04-251-005 and 14-04-251-006. |
| Type of Eligible Property: | Functionally Obsolete and adjacent |
| Eligible Activities: | Baseline Environmental Assessment Activities, Demolition (site and building), Asbestos Abatement, Brownfield Plan and Work Plan Preparation and Development |
| Reimbursable Costs: | \$2.47 million, plus interest at 4.5% (capped at \$1.3 million) |
| Estimated Years to Complete Payback: | 20 years |
| Estimated Private Capital Investment: | \$8.4 million |

Project Overview: The overall project includes the redevelopment and rehabilitation of the existing Macomb Mall property. Due to the size and scope of the project, the redevelopment will be completed in phases. Initially, phase one of the project includes demolition of the existing 126,000 square foot former Crowley's Department Store building and associated site improvements. Following demolition, a new 50,000 to 55,000 square foot building will be constructed to house a new national retailer. Phase two will be undertaken in 2014 to 2015 and includes the following activities:

- demolition of the cinema building
- demolition and rebuilding of four major entryways
- demolition and rehabilitation of all common areas
- removal and installation of new common area ceilings, lights and bathrooms
- construction of approximately 75k-100k sf of new tenant space
- milling and capping of surface parking
- installation of islands and pedestrian walkways
- removal of existing light poles and installation of new lighting

Demolition for phase one is expected to commence late 2013 with vertical construction of the new building commencing in early 2014. Phase two will commence in 2014 with work continuing through 2015.

I. INTRODUCTION

Macomb County (the “County”) established the Macomb County Brownfield Redevelopment Authority (the “Authority”), by adoption of a resolution pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (“Act 381”). The Michigan Department of State, Office of the Great Seal, acknowledged receipt and filing of the resolution. The County Commission established the Authority Board and appointed its members. Act 381 authorizes the Authority to undertake all activities allowed by law. The primary purpose of Act 381 is to encourage the redevelopment of contaminated, functionally obsolete, or blighted property by providing economic incentives through tax increment financing for eligible activities.

The primary purpose of this Brownfield Plan (“Plan”) is to promote the redevelopment of and investment in certain “brownfield” properties within the County. Inclusion of property within this Plan will facilitate financing of eligible activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “brownfields.” By facilitating redevelopment of brownfield properties, this Plan is intended to promote economic growth for the benefit of the residents of the County and all taxing units located within and benefited by the Authority.

The identification or designation of a developer or proposed use for the eligible property that is the subject of this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the eligible property identified in this Plan and, if tax increment revenues are proposed to be captured from that eligible property, to identify and authorize the eligible activities to be funded by such tax increment revenues. Any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to this Plan, affect the application of this Plan to the eligible property, or impair the rights available to the Authority under this Plan.

This Plan may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan contains information required by Section 13(1) of Act 381.

II. GENERAL PROVISIONS

A. Description of the Eligible Property (Section 13 (1)(h)) and the Project

The eligible property is located at 32233 and 32455 Gratiot in the City of Roseville and currently consists of 2 parcels (one lot split pending on 32233). The current parcel ID numbers are: 14-04-251-005 and 14-04-251-006. Site maps are included in Attachment A. The 32233 Gratiot parcel meets the definition of functionally obsolete as declared by the City of Roseville Assessor. The 32455 parcel is adjacent to the eligible parcel. The legal description and Assessor's opinion are included in Attachment B.

The Macomb Mall Redevelopment project includes the redevelopment and rehabilitation of the existing Macomb Mall property. Due to the size and scope of the project, the redevelopment will be completed in phases. Initially, phase one of the project includes demolition of the existing 126,000 square foot former Crowley's Department Store building and associated site improvements. Following demolition, a new 50,000 to 55,000 square foot building will be constructed to house a new national retailer.

Phase two of the redevelopment will be undertaken in 2014 to 2015 and includes the following activities:

- demolition of the cinema building
- demolition and rebuilding of four major entryways
- demolition and rehabilitation of all common areas
- removal and installation of new common area ceilings, lights and bathrooms
- construction of approximately 75k-100k sf of new tenant space
- milling and capping of surface parking
- installation of islands and pedestrian walkways
- removal of existing light poles and installation of new lighting

The total private investment in the project is estimated to be approximately \$8.4 million. The "eligible property" will include all new personal property to be located on the real property. The parcels and all new personal property located thereon will comprise the eligible property and is referred to herein as the "Property."

B. Basis of Eligibility (Section 13 (1)(h) and Section 2 (m))

The Property is considered "eligible property" as defined by Act 381, Section 2 because: (a) the Property was previously utilized for a commercial purpose; (b) it is located within the City of Roseville, a non-qualified local governmental unit pursuant to Act 381; (c) the Property has been declared functionally obsolete by a Level 3 Assessor as authorized under Act 381 (see Attachment B for the Assessor's opinion); and (d) the eligible activities included in the brownfield plan include demolition and lead or asbestos abatement.

C. Summary of Eligible Activities and Description of Costs (Section 13 (1)(a),(b))

The "eligible activities" that are intended to be carried out at the Property are considered "eligible activities" as defined by Sec 2 of Act 381, as amended, because they include demolition, asbestos abatement, and preparation of brownfield/work plans, plus interest at 4.5% (capped at \$1.3 million).

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the table below.

| Description of Eligible Activities | Estimated Cost |
|--|-----------------------|
| 1. Baseline Environmental Assessment Activities | \$10,000 |
| 2. Demolition | \$1,750,000 |
| 3. Asbestos Abatement | \$370,000 |
| Subtotal | \$2,130,000 |
| 4. Contingency (15%) | \$319,500 |
| 5. Brownfield Plan/Work Plan Preparation and Development | \$20,000 |
| 6. Interest at 4.5% (capped) | \$1,300,000 |
| TOTAL | \$3,769,500 |

The cost of eligible activities is estimated in the table above and include the following:

1. Baseline Environmental Assessment Activities. Baseline environmental assessment activities may be required for one or more of the eligible properties as part of the due diligence process for redevelopment.
2. Demolition. Demolition includes removal of existing buildings and site improvements in preparation for new construction of buildings and site improvements.
3. Asbestos Abatement. Abatement includes the cost to properly assess, remove and dispose of all asbestos containing materials encountered during the demolition process.
4. Contingency. A 15% contingency is included to address unknown conditions that may be encountered during the project.
5. Brownfield/Work Plans Preparation and Development. Costs incurred to prepare and develop this brownfield plan and proposed work plan, as required per Act 381 of 1996, as amended.
6. Interest. Interest is included to address the true cost of conducting the eligible activities. Interest is to be calculated at 4.5% and capped at \$1.3 million.

Phase one demolition of the former Crowley's building is expected to be completed in late 2013 and site demolition will continue in early 2014. Phase one construction will commence in spring 2014 and likely be completed by 2015. Phase two will commence in 2014 and continue through 2015.

The eligible activities listed in the table above are estimated costs and may increase or decrease depending on project details discovered during the course of construction. The total principal cost of eligible activities approved in this Plan may exceed the estimated cost of \$2,469,500 by up to 10% without requiring an amendment to this Plan.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(1)(c)); Impact of Tax Increment Financing on Taxing Jurisdictions (Section 13(1)(g))

This Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Plan. A table of estimated tax increment revenues to be captured and summary of impact of the taxing jurisdictions is attached to this Plan as Attachment C.

Based on current projections, the total estimated cost of the eligible activities, plus interest (capped), to be reimbursed/paid through the capture of tax increment revenue is \$3,769,500. The Developer plans to invest approximately \$8.4 million in real property improvements on the Property. The effective initial taxable value for this Plan is the next assessment roll following the date of the resolution approving the Plan (i.e. 2014 taxable value). Redevelopment of the Property is expected to initially generate incremental taxable value in 2015 with the first significant estimated increase in taxable value of approximately \$2 million. Additional anticipated redevelopment will generate increased increment over the following years.

It is estimated that the Authority will capture the 2015 through 2034 tax increment revenues to reimburse the cost of the eligible activities.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the Property and the actual millage rates levied by the various taxing jurisdictions during each year of the Plan. Projected tax increments are shown on Attachment C.

E. Plan of Financing (Section 13(1)(d)); Maximum Amount of Indebtedness (Section 13(1)(e))

All funds under this Plan will initially be advanced and financed by the Developer. However, the identified “Developer” in the Brownfield Plan may change. The Authority will reimburse the Developer for the cost of approved eligible activities, plus interest, but only from tax increment revenues generated from the Property. No bonds will be issued for the project.

F. Duration of Plan (Section 13(1)(f))

The estimated duration of the brownfield plan for this project is 20 years. It is estimated that initial redevelopment of the Property will be completed by 2015 and that it could take up to 20 years to recapture eligible costs through tax increment revenues. Therefore, the first year of tax increment capture will be 2015 and the Plan will remain in place until all investment is completed and all eligible activities are reimbursed, but in no event will the Plan exceed the maximum duration provided for in (MCL 125.2663(22)).

G. Effective Date of Inclusion in Brownfield Plan

The Property became a part of this Plan on the date the Plan was originally approved by the County Commission for Macomb County.

H. Displacement/Relocation of Individuals on Eligible Property (Section 13(1)(i-1))

There are no persons residing on the eligible property and no occupied residences will be acquired or cleared. Therefore, there will be no displacement or relocation of persons or businesses under this Plan.

I. Local Site Remediation Revolving Fund (“LSRRF”) (Section 8; Section 13(1)(m))

The BRA may fund its LSRRF, to the extent funds are available, following completion of reimbursement of the eligible activities identified herein for the Developer. The LSRRF will not be used for this Project.

J. Other Material that the Authority or Governing Body Considers Pertinent (Section 13(1)(n))

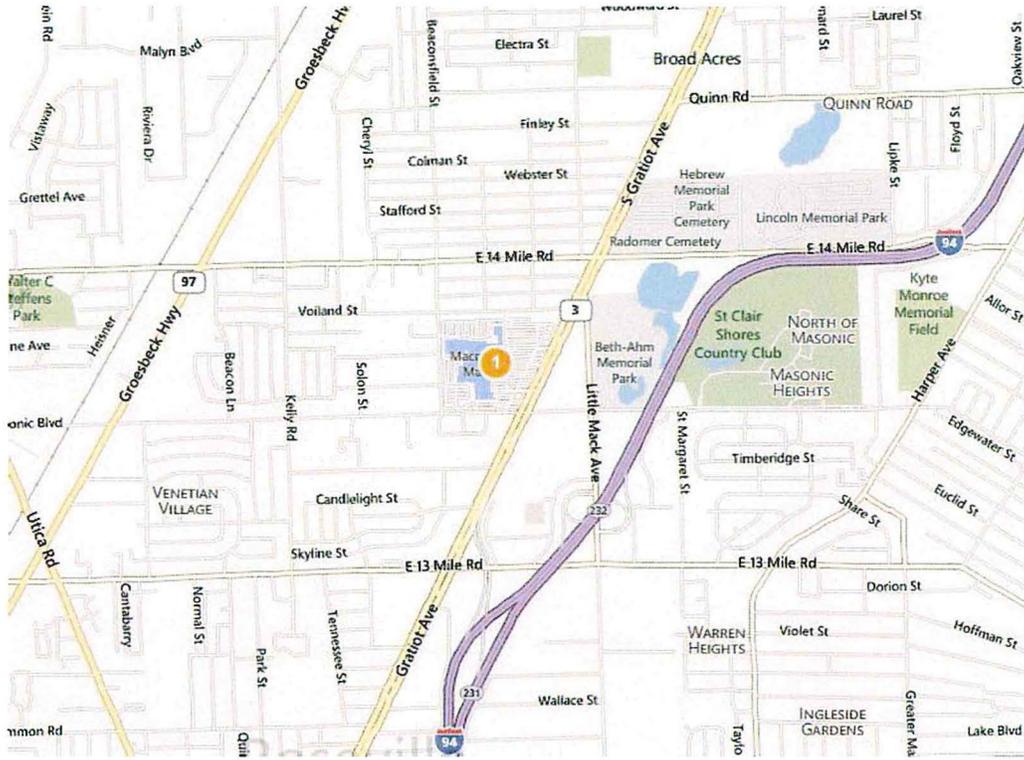
The Project will replace a currently vacant building with a newly constructed retail facility and bring a national retailer to the site. The Project will generate new investment in the City and County and bring new retail opportunities and jobs to a site that has several vacancies.

9473199

III. ATTACHMENTS

ATTACHMENT A

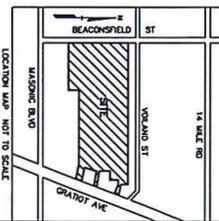
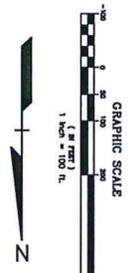
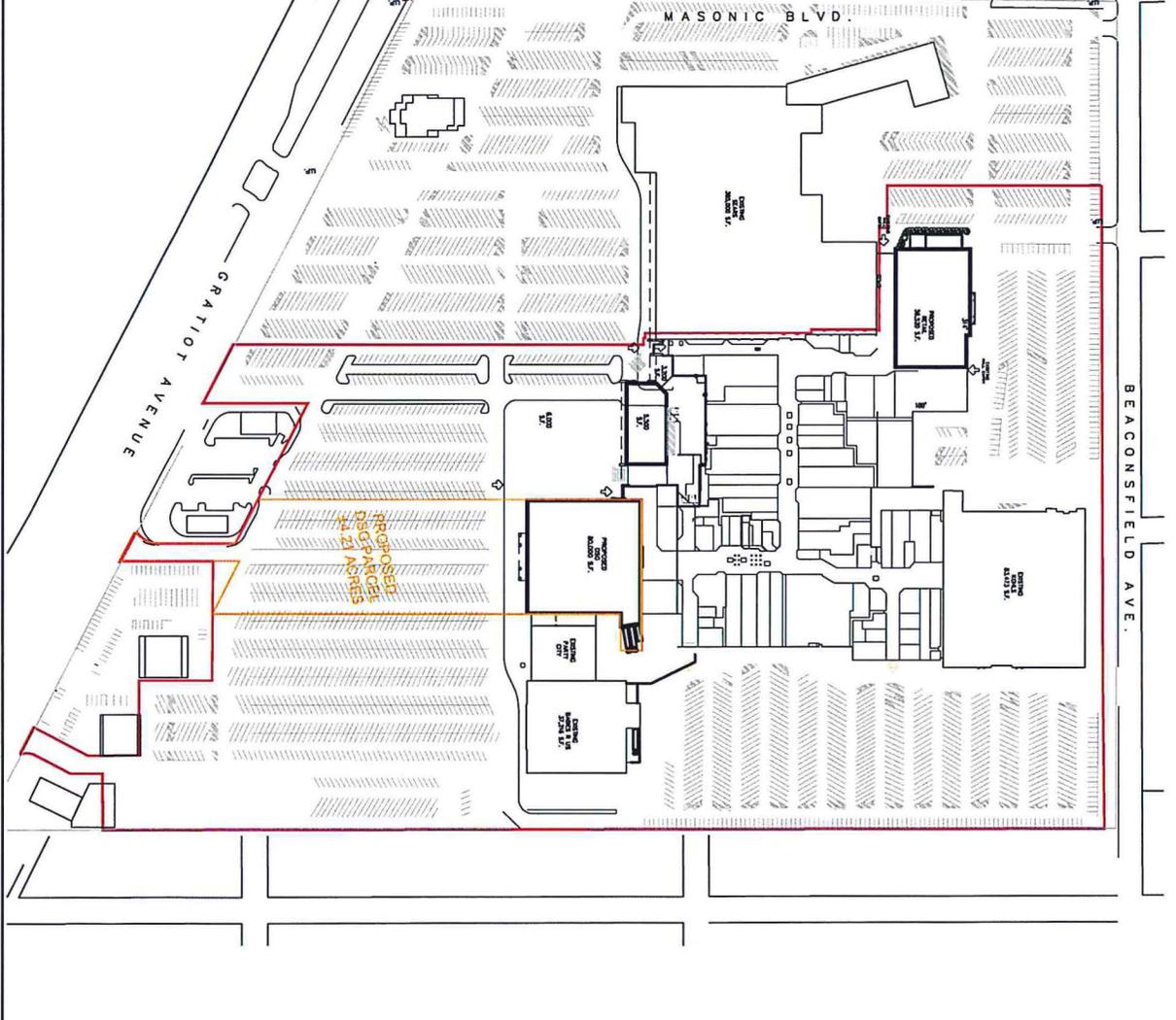
Site Maps



ATTACHMENT A-1

Site Map

DATE: 12/15/11
 DRAWN BY: J. B. BARNES
 CHECKED BY: J. B. BARNES
 PROJECT: EXHIBIT - MACOMB MALL PROPOSED DSG PARCEL
 CITY: ROSELVILLE, MACOMB COUNTY, MICHIGAN



| | | |
|----------------------------------|--|---|
| EXHIBIT DRAWING NUMBER | LORMAX STERN DEVELOPMENT 6755 DALY WEST BLOOMFIELD, MI 48322 | |
| | EXHIBIT - MACOMB MALL PROPOSED DSG PARCEL PART OF THE NE 1/2 OF SECTION 4, T4N, R12E, CITY OF ROSELVILLE, MACOMB COUNTY, MICHIGAN | |
| DATE: DEC. | DESIGNED BY: DNL, EH, SURL, DFC, P.M., SAS | DRAWING NUMBER: |
| SCALE: 1" = 100' | PROJECT: EXHIBIT - MACOMB MALL PROPOSED DSG PARCEL | CITY: ROSELVILLE, MACOMB COUNTY, MICHIGAN |
| DRAWN BY: J. B. BARNES | CHECKED BY: J. B. BARNES | DATE: 12/15/11 |

PEA
 PROFESSIONAL ENGINEERS & ARCHITECTS
 2140 Woodward, D.L. 3rd Fl.
 Roseville, Michigan 48069
 Phone: (248) 858-0000
 Fax: (248) 858-0000
 www.pea.com

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REVISIONS

| NO. | DATE | DESCRIPTION |
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CHANGES

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
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NOTES

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LEGEND

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GENERAL NOTES

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ADDITIONAL NOTES

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CONTRACT NOTES

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PERMITS

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UTILITY NOTES

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CONSTRUCTION NOTES

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-
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AS-BUILT NOTES

-
-
-

OTHER NOTES

-
-
-



City of Roseville

29777 GRATIOT, P.O. 290
ROSEVILLE, MICHIGAN 48066

Affidavit of Functional Obsolescence

October 09, 2013

Site: 32385 Gratiot
Roseville, MI 48066
Parcel# 14-04-251-005

On October 02, 2013 an inspection was made of the property. The subject building was constructed in 1964 as a two story retail anchor store for Macomb Mall. This space is commonly known as the former Crowley's Store. Records indicate that the space has been vacant for more than 5 years. The inspection noted the following items to be functionally obsolete:

- Design deficiencies.
- Non functioning and inadequate heating and mechanical systems including boilers, radiators systems and roof top units.
- Non functioning and inadequate plumbing systems including water distribution piping, water heating systems, missing and broken fixtures.
- Non functioning and inadequate electrical systems including inoperable fixtures, open wiring and defective panels.
- Inadequate fire suppression systems.
- Most walls, ceilings and floors are in disrepair.
- Inoperable service elevators and escalators.
- Inadequate emergency lighting.
- Defective doors, windows and service doors.
- Exterior building facade in need of repairs.

Based upon the conditions listed above it is this Assessor's opinion that this property is functionally obsolete and unable to be used or perform the functions for which it is intended.

Sincerely,

Brook Openshaw
City Assessor

www.roseville-mi.gov

ATTACHMENT C

Table 1 - TIF Table



City of Roseville

29777 GRATIOT, P.O. 290
ROSEVILLE, MICHIGAN 48066

MEMORANDUM

Date: October 21, 2013

To: Scott A. Adkins, ICMA-CM
City Manager

From: Michael Connors, Administrator *MC*
Department of Community & Economic Development

Re: City Council November 12, 2013 Agenda Item Request
Establishment of Commercial Rehabilitation District
32385 Gratiot Avenue, Roseville, MI 48066
Parcel ID No: 14-04-251-011

Under the guidelines of Public Act 210 of 2005, the City of Roseville received a letter requesting the establishment of a Commercial Rehabilitation District from Warner Norcross & Judd LLP on behalf of Macomb Mall Partners, LLC, dated September 9, 2013. The establishment of the proposed District incentivizes redevelopment opportunities within a key commercial corridor of the city.

On September 13, 2013, the new mall owners filed a Land Division Request to the City Assessor's Office requesting a lot split for the formerly vacant Crowley's/ Value City building located at 32385 Gratiot, creating a separate lot from the Macomb Mall property. The lot split application has since been completed and a new parcel identification number has been issued. The request for the Commercial Rehabilitation District is only for the new parcel and not the entire mall property.

At this time, the City has not received a Commercial Rehabilitation Exemption Certificate Application, as we are responding to the petitioner's request to establish the District prior to the commencement of demolition. At the next Regular City Council meeting on Tuesday, October 22, 2013, Council may consider setting the public hearing date for the establishment of the Commercial Rehabilitation District for Tuesday, November 12, 2013.

Once the District is established, the City Department of Community & Economic Development will then forward a letter and official resolution forthright to the Macomb County Executive's Office for their consideration of the District. Within 28 days, the county may accept or reject the establishment of the District.

If approved, the petitioner may then file an application with the local Clerk for a Commercial Rehabilitation Exemption Certificate and a public hearing date will be set to consider the project. Under the Act, land and personal property are not eligible for abatement, and, essentially, any new investment is frozen for the duration of the Certificate for a period not to exceed 10 years. The property owner will continue to pay on land, personal property, state education and local school operating taxes.

Cc: G. Sexton, Building Director
Enclosure: CRA District Request Letters

www.roseville-mi.gov



JARED T. BELKA

616.752.2447
FAX 616.222.2447
jbelka@wnj.com

October 18, 2013

Mr. Richard Steenland
City Clerk
City of Roseville
29777 Gratiot
Roseville, Michigan 48066

Re: **Follow-up to Public Act 210 Request for Establishment of Commercial Rehabilitation District – Macomb Mall Partners, LLC**

Dear Mr. Steenland:

I am writing on behalf of my client, Macomb Mall Partners, LLC, as a follow up to my previous correspondence dated September 9, 2013 regarding the request that a Public Act 210 Commercial Rehabilitation District be established for the property located at 32233 Gratiot Avenue, Roseville, Michigan. As you may be aware, a lot split request was submitted for the property outlined in the map attached to the original request (copy included herein for ease of reference). The lot split was approved and the property has been assigned the address of 32385 Gratiot Avenue, Roseville, Michigan and Parcel #14-04-251-011. Please use the assigned numbers as the proper references to proceed with the original district establishment request.

Thank you for your time and consideration of this request. If I can provide any additional information or be of assistance, please do not hesitate to contact me directly at (616) 752-2447.

Very truly yours,

Jared T. Belka

Enclosure

c: Scott Adkins via e-mail
Michael Connors via e-mail
Jason Horton via e-mail
Chris Brochert via e-mail

9533892

September 9, 2013

Mr. Richard Steenland
City Clerk
City of Roseville
29777 Gratiot
Roseville, Michigan 48066

REC'D / RECORDED
2013 SEP 13 PM 2:21
RICHARD H. STEENLAND
ROSEVILLE CITY CLERK

Re: **Public Act 210 Request for Establishment of Commercial Rehabilitation
District – Macomb Mall Partners, LLC**

Dear Mr. Steenland:

I am writing on behalf of my client, Macomb Mall Partners, LLC, a Delaware limited liability company, to request that a Public Act 210 Commercial Rehabilitation District be established for the property located at 32233 Gratiot, Roseville, Michigan. Macomb Mall Partners, LLC owns the property located at 32233 Gratiot. Attached to this letter of request is a site map of the requested district boundary of the subject property.

Thank you for your time and consideration of this request. If I can provide any additional information or be of assistance, please do not hesitate to contact me directly at (616) 752-2447.

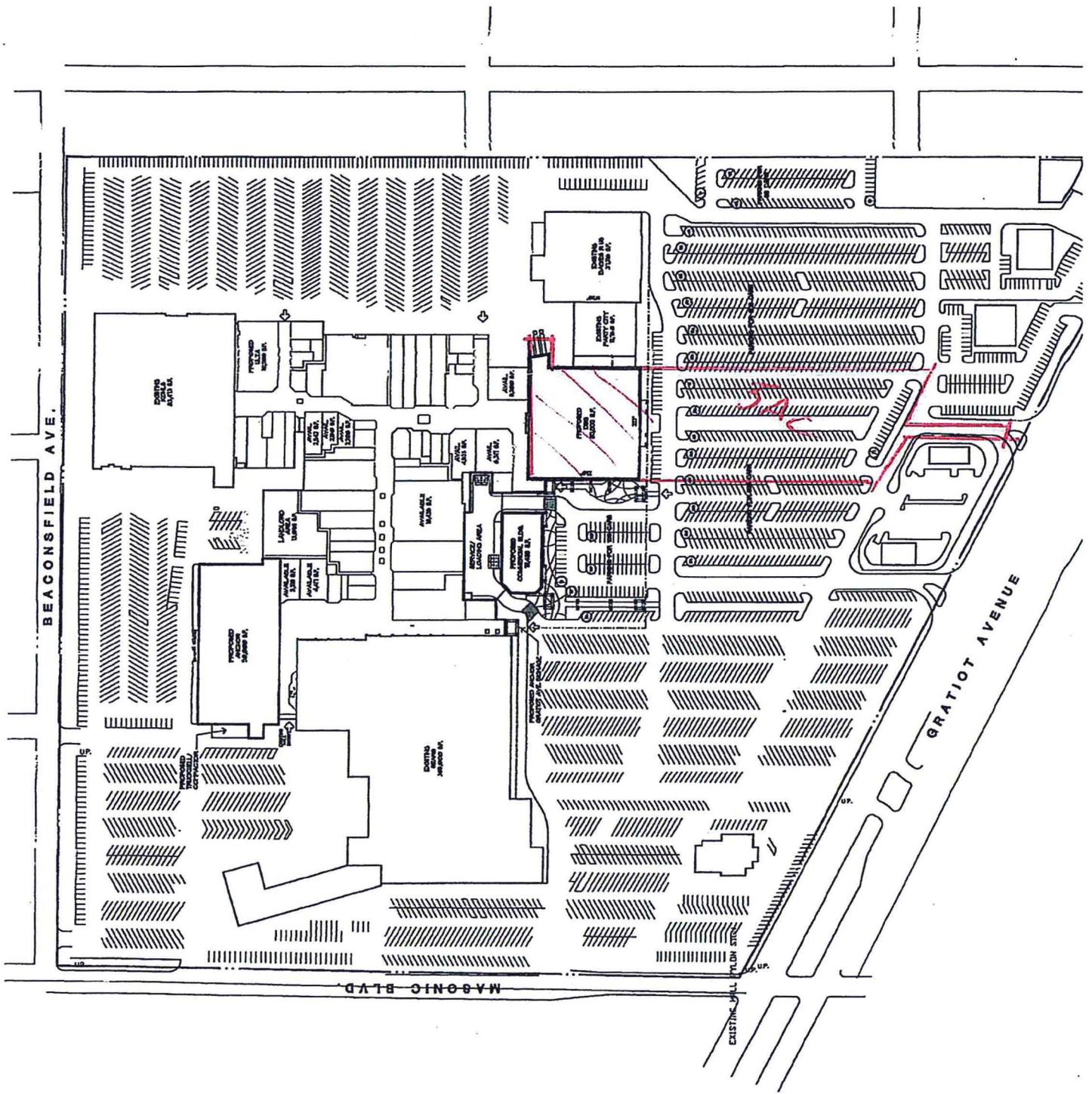
Very truly yours,

Jared T. Belka

Enclosure

c: Scott Adkins via e-mail
Michael Connors via e-mail
Jason Horton via e-mail
Chris Brochert via e-mail

9418794



LEGAL DESCRIPTION

(Per Professional Engineering Associates)

PROPOSED DSG BOUNDARY

Macomb Mall land in the City of Roseville, Macomb County, Michigan, described as follows:
A parcel of land located in and being part of the Northeast 1/4 of Section 4, Town 1 North, Range 13 East, City of Roseville, Macomb County Michigan, being more particularly described as:

Commencing at the center of said Section 4; thence N01°03'14"E, 394.43 feet along the North and South 1/4 line of said Section 4; thence S88°42'35"E, 30.50 feet; thence N01°03'14"E, 953.00 feet to a point on the South property line of Gratiot Masonic Park Subdivision, as recorded in Liber 7, Page 97, Macomb County Records; thence N00°40'06"E, 283.50 feet; thence S88°47'28"E, 1930.09 feet; thence S01°08'23"W, 107.76 feet; thence S88°45'07"E, 61.90 feet; thence S61°17'27"E, 76.90 feet; thence 30.97 feet along an arc of a curve to the left, having a radius of 34.91 feet and a chord that bears S87°00'24"E, 29.97 feet to the westerly line of Gratiot Avenue as platted; thence along said line S28°42'33"W, 59.20 feet; thence N61°17'27"W, 117.87 feet; thence N89°02'30"W, 97.84 feet; thence S01°08'55"W, 143.41 feet; thence N88°42'35"W, 139.98 feet; thence S01°38'46"W, 128.05 feet to the Point of Beginning; thence S28°25'27"W, 114.67 feet; thence S88°42'35"E, 223.70 feet; thence N83°49'14"E, 6.04 feet to the westerly line of Gratiot Avenue as platted; thence along said line S28°42'33"W, 65.99 feet; thence 52.80 feet along an arc of a curve to the left, having a radius of 54.80 feet and a chord that bears N60°41'38"W, 50.78 feet; thence N88°42'35"W, 146.40 feet; thence S28°25'27"W, 95.51 feet; thence N88°42'25"W, 738.92 feet; thence N01°17'35"E, 291.00 feet; thence S88°42'25"E, 40.50 feet; thence S01°17'35"W, 70.00 feet; thence S88°42'23"E, 786.19 feet to the Point of Beginning.
Containing 4.21 acres of land, more or less.

LEASE

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR THE LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

THIS MEMORANDUM WITNESSETH: That **Roseville Community School District - 18975 Church Street, Roseville, Michigan, 48066**, hereinafter designated as the Landlord, does hereby LET AND LEASE to **City of Roseville, a Michigan, Municipal Corporation, 29777 Gratiot Avenue, Roseville, Michigan, 48066**, herein after designated as the TENANT, the following premises in the City of Roseville, Macomb County, Michigan, Viz: –

Approximately six and one-half (6-1/2) acres of vacant property located North of Fountain School, more particularly described as: Section 18, commencing at the NE Corner of Section 18; thence S 89° 01' 20" W 668.73 feet; thence S 01° 08' 10" E 333.0 feet to the point of beginning; thence S 01° 08' 10" E 590.0 feet; thence S 89° 47' 30" W 471.5 feet; thence N 01° 13' 40" W 485.0 feet; thence N 89° 01' 20" E 472.66 feet to the point of beginning.

North portion of Parcel 14-18-226-49
Fountain Elementary School Vacant Property

for a term beginning the 1st day of November, 2013 and ending the 31st day of October, 2018 to be used and occupied only for City Park.

PROVIDED, In case any rent shall be due and unpaid or default be made in any of the covenants herein contained, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, re-possess the said premises and the Tenant and each and every occupant to remove and put out.

The Tenant hereby hires said premises for the term aforesaid, and covenants:

1. To pay the Landlord as rental for said premises the sum of ONE AND 00/100 (\$1.00) Dollar upon delivery hereof, and a like sum in advance on the 1st day of November each calendar year thereafter during the term.
2. To use and occupy the said premises only for the purposes for which they are let to him, and that he will not permit intoxicating liquors to be stored, sold, used, or manufactured upon the premises.
3. To keep the premises in accordance with all police, sanitary and other regulations imposed by any government authority.
4. To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the premises tending to reduce fire hazards and insurance rates and not permit nor allow any rubbish, waste material or products to accumulate on the premises.
5. That in event the Tenant is declared a bankrupt or the Tenant's estate passes into the custody of a receiver appointed by a Court, this Lease shall, at the option of the Landlord, terminate upon thirty days' notice.
6. That he will not assign the Lease nor sublet the premises nor any part thereof without the consent of the Landlord thereto endorsed hereon in writing.
7. To keep the premises, including the equipment and fixtures of every kind and nature, during the term in as good repair, and at the expiration thereof yield and deliver up the same in like condition as when taken, reasonable wear thereof and damage by the elements excepted.
8. That in event he shall hold over after the expiration of the term demised for a sufficient period of time to create a renewal of this Lease by operation of law, that any renewal or future right of possession not evidenced by an instrument in writing, executed and delivered by the Landlord, shall be a tenancy from calendar month to calendar month and for no longer term.
9. If the demised premises become wholly untenable through damage or destruction by fire not occasioned by the negligence of the Tenant, this Lease shall be void; if partially untenable, the Landlord shall repair the same with all convenient speed, and the obligation of the Tenant to pay the monthly rental shall continue in full force provided such repairs shall be completed within forty days.

The Landlord covenants: That the Tenant, on payment of the rental at the time and in the manner aforesaid and performing of all of the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the demised premises for the term aforesaid.

It is expressly agreed between the Landlord and the Tenant, that if during the demised term proceedings shall be instituted under the power of eminent domain which shall in an eviction total or partial of the Tenant that at the time the trial of such proceedings shall commence this Lease shall be void and the term above demised shall cease and terminate, and if the Tenant continue in possession he shall be a Tenant from month to month, and for no longer term, anything in this instrument to the contrary notwithstanding.

LEASE

10. TERMINATION. Upon the termination of this Lease, Tenant shall have the right to remove any and all improvements to the leased premises, provided property is restored to its pre-lease condition.

11. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. Incorporated and made a part of this Lease is the Hold Harmless Agreement between the City of Roseville and the Roseville Community School District dated July 9, 2013 (copy attached hereto), the terms and provisions of which shall apply to the City of Roseville's use and occupancy of the leased premises.

12. LANDLORD'S RIGHT TO TERMINATE LEASE. Landlord reserves the right to terminate this Lease upon one hundred twenty (120) days notice in the event the Roseville Community School Board authorizes the development of this property as residential lots for its vocational education programs.

The covenants and conditions herein shall bind the heirs, representatives and assigns of the Landlord and the Tenant and if more than one joins in the execution hereof as Landlord or Tenant, or they or either of them be of the feminine sex, or a corporation, such words and the pronouns and other relative words shall be read as if written in the plural, feminine and neuter, respectively.

TRUTH IN RENTING ACT PROVISIONS: Landlord and Tenant specifically agree that this lease shall not, is not intended, nor shall it be construed, to violate any of the provisions of the Truth in Renting Act. If, however, any provision of this lease does in fact reach any such result, then such provision shall be null and void, but the other provisions of this lease shall continue to remain in full force and effect.

The address of the landlord for purposes of notice under the Truth in Renting Act and for all other purposes is 18975 Church Street, Roseville, Michigan, 48066.

Signed, sealed and delivered this ____ day of _____, 2013.

In Presence of:

ROSEVILLE COMMUNITY SCHOOLS

BY: _____
JOHN KMENT, Its Superintendent

CITY OF ROSEVILLE, A MICHIGAN MUNICIPAL CORPORATION

BY: _____
JOHN CHIRKUN, Its Mayor

N.B.—The Tenant must pay water rates unless there is a provision in the lease to the contrary.

If this lease is renewed by holding over, one month's notice must be given by the Landlord to recover possession, or by the Tenant if he desires to surrender; otherwise the Tenant is liable for a month's rent after vacating, or proportionately if re-rented before the expiration of the month.

LEASE

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR THE LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

THIS MEMORANDUM WITNESSETH: That **Roseville Community School District - 18975 Church Street, Roseville, Michigan, 48066**, hereinafter designated as the Landlord, does hereby LET AND LEASE to **City of Roseville, a Michigan, Municipal Corporation, 29777 Gratiot Avenue, Roseville, Michigan, 48066**, herein after designated as the TENANT, the following premises in the City of Roseville, Macomb County, Michigan, Viz: –

Section 16, Town 1 North, Range 13 East, a parcel of unplatted land described as follows: Commencing at the Southeast corner of Northeast 1/4 of Southwest 1/4 of Section 16; thence South 89°54' West 1360.40 feet to point of beginning; thence North 00°07' East 524.20 feet; thence South 89°54' West 168.70 feet; thence South 00°07' West 524.20 feet; thence North 89°54' East 170.0 feet to the point of beginning, being 2.0 acres; also, Lots 597 through 604 inclusive of Stoepels Martin Road #1.

Parcel 14-16-312-038

Former Arbor Elementary School Site Corner of Meier and Van Howe

for a term beginning the 1st day of November, 2013 and ending the 31st day of October, 2018 to be used and occupied only for City Park.

PROVIDED, In case any rent shall be due and unpaid or default be made in any of the covenants herein contained, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, re-possess the said premises and the Tenant and each and every occupant to remove and put out.

The Tenant hereby hires said premises for the term aforesaid, and covenants:

1. To pay the Landlord as rental for said premises the sum of ONE AND 00/100 (\$1.00) Dollar upon delivery hereof, and a like sum in advance on the 1st day of November each calendar year thereafter during the term.
2. To use and occupy the said premises only for the purposes for which they are let to him, and that he will not permit intoxicating liquors to be stored, sold, used, or manufactured upon the premises.
3. To keep the premises in accordance with all police, sanitary and other regulations imposed by any government authority.
4. To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the premises tending to reduce fire hazards and insurance rates and not permit nor allow any rubbish, waste material or products to accumulate on the premises.
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Signed, sealed and delivered this ____ day of _____, 2013.

In Presence of:

ROSEVILLE COMMUNITY SCHOOLS

BY: _____
JOHN KMENT, Its Superintendent

**CITY OF ROSEVILLE, A MICHIGAN
MUNICIPAL CORPORATION**

BY: _____
JOHN CHIRKUN, Its Mayor

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Memo

To: Scott Adkins, City Manager
From: Paul VanDamme, Purchasing Assistant
cc: Yvette Krellwitz, Administrative Assistant
Date: October 30, 2013
Re: Land Sale

On Tuesday, October 29, 2013 a formal bid was opened for the **Sale of Land** of 59 City owned properties. This bid was advertised in the Macomb Daily on October 11, 2013 and posted in City Hall and the City's website with a minimum bid of \$700,000. One bid was submitted in the amount of \$751,000 by Macomb Funding LLC, of Warren Michigan.

Attached is all of the documentation from the bid for your review. This bid must be submitted to City Council, upon acceptance, it must be laid over for thirty (30) days for a second reading at which time sale will be consummated.

If you have any questions related to this bid I would be happy to answer them.

