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Interoffice Memo

Date: November 6, 2012
To: Chief James Berlin
From: Detective Robert Gudenau
Re: APPLICATION FOR MASSAGE THERAPIST LICENSE

This application involves a request by Linda DeMara to be licensed by the City of Roseville as a Massage Therapist. She intends to work as a massage therapist at Oasis of Relaxation, a licensed business located at 25859 Kelly Rd. in Roseville.

Writer has conducted a background investigation as to this applicant. She is a certified massage therapist having received a diploma in 2002 from Healing Hands Holistic Health Center School of Massage located at 35618 Jefferson, Harrison Township, Michigan 48045. Ms. DeMara has also supplied certificates she had earned in the area of Table Shiatsu, Lymphatic Drainage, Structural Evaluation, and Polarity Therapy.

A LEIN inquiry showed that the applicant has no criminal history and a check of the CLEMIS system revealed no negative contacts with any police agency. Writer also verified that Ms. DeMara obtained a legitimate medical certificate, pursuant to this application, from Cornerstone Garfield Family Practice located at 42645 Garfield Suit #103, Clinton Township, Michigan 48038.

I spoke with Ms. DeMara who indicated she would be performing Swedish Messages. Ms. DeMara understands the massages are for therapeutic services and not for erotic services.

Writer's investigation into this matter has revealed nothing that would preclude the applicant from functioning as an ethical and law abiding massage therapist in the City of Roseville. It is therefore writer's recommendation that this application be approved.

Interoffice Memo

Date: November 1, 2012
To: Chief James Berlin
From: Det. Robert Gudenau
Re: Massage Therapist Application

I received an application for massage therapy from Miss Danielle Taylor. I have reviewed Miss Taylor's application and found she has no Criminal History per ICHAT. A Clemis search revealed 3 traffic violations between the dates of 2001 and 2011. Miss. Taylor has attached a copy of her Massage Therapist certificate from Everest Institute in Southfield Michigan dated May 27th, 2010. Miss Taylor has also attached a copy of her Roseville Police Department massage therapy employee medical certificate which had been signed and dated 09/24/2012 indicating she has no communicable diseases.

I spoke to Miss Taylor about the services she will be providing at 25869 Kelly Rd. Miss Taylor stated that her services will be that of offering massage therapy. This includes deep tissue messages, sports messages, wellness and health evaluations, pregnancy messages, reflexology, shiatsu messages, aromatherapy, therapeutic treatments and hot stone massages. Miss. Taylor understands the massages are for therapeutic services and not for erotic services. Miss Taylor advised me that this is how she makes her living and would never engage in any illegal activity or erotic services. Miss Taylor supplied a list of prior work history which included Massageluxe of Novi where she was a message therapist, Lavidia Message in Commerce Township again where Miss Taylor worked as a message therapist and Massage Green in Birmingham where she was a massage therapist. Miss Taylor stated that Novi was the only city other than Roseville in which she had to obtain a license to practice. Miss Taylor indicates she had no problems being approved through Novi.

Miss Taylor will be leasing a room at 25869 Kelly Rd. Roseville, Michigan 48066. This location currently houses several individuals who are certified to give massages and they each do so out of their own leased room. Miss Taylor states she has her room all ready for operation and is just awaiting approval of her application.

I contacted Massageluxe in Novi and spoke with Piper Johnson who advised that she had worked closely with Miss Taylor at this facility. Piper indicated that Miss Taylor was a wonderful employee and no one whether it be staff or clients ever had a problem with her. Piper states the reason Miss Taylor left she felt was because of the location they were in and the fact that Miss Taylor wanted to have her own facility.

Based on the information listed I find no reason to deny Miss Taylor's request therefore I would recommend approving this license application.



October 29, 2012

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 2013 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:mg
Enclosure
cc: Treasurer Catherine Haugh

MACOMB INTERMEDIATE SCHOOL DISTRICT

RESOLUTION TO IMPOSE A SUMMER PROPERTY TAX LEVY

WHEREAS, pursuant to P.A. 333 of 1982, a school district or intermediate school district may impose a summer property tax levy for the total or one-half of the district's property taxes; and

WHEREAS, it is in the best interest of the Macomb Intermediate School District to impose a summer property tax levy to collect all of the intermediate school property taxes;

THEREFORE, BE IT RESOLVED that the School Board of the Macomb Intermediate School District hereby imposes a summer property tax levy to collect all of the intermediate school property taxes in each city or township in which this district is located and in which a local school district or city/township is concurrently imposing a summer property tax levy to collect those summer taxes.

BE IT FURTHER RESOLVED that this shall constitute a request to each such city and/or township to agree to collect the summer property tax levy imposed pursuant to this Resolution.

BE IT FURTHER RESOLVED that the Superintendent or his designee is authorized and directed to forward to the governing body of each such city and/or township a copy of this Resolution and request in such a matter and by such a time as necessary to ensure that they are received by the appropriate governing bodies before January 1 of the tax collection year.

BE IT FURTHER RESOLVED that pursuant to and in accordance with Section 1613 of the School Code, the Superintendent or his designee is authorized and directed to negotiate on behalf of this district with each such city and/or township an agreement regarding the reasonable expenses for the collection of the district's summer property tax levy that each such city and/or township may bill pursuant to MCL 380.1611, et. seq.

BE IT FURTHER RESOLVED that all Resolutions and parts of Resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

BE IT FURTHER RESOLVED that this shall remain in effect until revoked by the School Board of the Macomb Intermediate School District.

December 3, 2012

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

Dear Ms. Haugh:

At the November 20, 2012 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.

Sincerely,

Libby Argiri
Vice President for Business

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

November 6, 2012

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 2013 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 (586) 439-7035. My email address is laurie.videtta@fraserk12.org. Thank you for your assistance in this matter.

Sincerely,

Laurie Videtta CPA
Business Manager

Cc: Catherine Haugh ✓

"A caring district — working together"

Market: MI / IN
Cell Site Number: DETRM12299
Cell Site Name: City of Roseville Police Department
Fixed Asset Number: 10566207

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Roseville, a Michigan municipal corporation, having a mailing address of 29777 Gratiot Avenue, P.O. Box 290, Roseville, Michigan 48066 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 29777 Gratiot Avenue, Roseville, in the County of Macomb, State of Michigan (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 375 square feet including the air space above such room/cabinet/ground space as described on attached **Exhibit 1** (the "**Premises**").

(b) During the Option Term (as defined below), and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional One Thousand Five Hundred and No/100 Dollars (\$1,500.00) no later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) Tenant shall not assign, or otherwise transfer all or any part of its interest in this Option without the prior written consent of Landlord. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to assign, sell or transfer its interest under this Agreement, without Landlord's consent, to Tenant's Affiliate, or to a successor entity which acquires Tenant assets in the market as defined by the Federal Communications Commission in which the Property is located by reason of merger, acquisition, consolidation, transfer, sale stock purchase of ownership interest (stock or membership) or public offering or other business reorganization (a "Permitted Assign"). An assignment or transfer of the Option to a Permitted Assign shall not constitute an unauthorized assignment or transfer of the Option under this Agreement and shall not require the consent of Landlord, provided Tenant gives Landlord prior written notice. Upon notification to Landlord of such assignment, transfer or sale of the Option, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property,") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the Permitted Use.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. The parties acknowledge that there is an existing monopole located on the Property (the "Existing Tower"). Landlord and Tenant have agreed that Tenant, at Tenant's sole expense, shall dismantle the Existing

Tower and replace it with a new monopole (the "Tower") in accordance with plans and specifications mutually agreeable to Landlord and Tenant and on a timeline mutually agreeable to Landlord and Tenant. Tenant shall dismantle the Existing Tower and, at Landlord's direction place the dismantled Existing Tower on the Property at a location requested by Landlord and reasonably acceptable to Tenant. Landlord shall continue to own the Existing Tower, and thereafter, Tenant shall have no responsibility with respect to the Existing Tower. The parties acknowledge and agree that the Tower shall remain the sole and exclusive property of Tenant upon completion of the construction, and Tenant shall maintain and insure the Tower during construction and operation thereof. During the Term, Tenant may remove the Communication Facility from the Tower, but Tenant shall have no right to remove the Tower from the Property without Landlord's prior written consent. Upon the expiration or termination of this Agreement, Tenant shall execute documents necessary to transfer ownership of the Tower to Landlord, unless Landlord elects to have Tenant remove the Tower at Tenant's expense. In the event Landlord desires to have the Tower removed, Landlord shall provide Tenant with at least ninety (90) days' notice prior to the end of the Term.

Landlord shall at all times have complete and unrestricted access to the Tower for the purposes of operating and maintaining Landlord's Facilities (as defined on **Exhibit 2**) on the Tower, as well as the Premises and Tenant's Communication Facility for emergency purposes subject to the terms and conditions contained in **Exhibit 2**, attached hereto and incorporated herein. Notwithstanding anything herein to the contrary, in the event Landlord needs to access and/or climb the Tower, Landlord must first provide Tenant with prior notice.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "**Term**").

4. **RENT.**

(a) Commencing in the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance One Thousand Five Hundred and No/100 Dollars (\$1,500.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty or 24(l) Severability of this Agreement.

7. **INSURANCE.** During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which

it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (2) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this

Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of

Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the public utility.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant shall not assign, or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of Landlord. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to assign, sell or transfer its interest under this Agreement, without Landlord's consent, to Permitted Assign. An assignment, sale or transfer of this Agreement to a Permitted Assign shall not constitute an unauthorized assignment or transfer of this Agreement and shall not require the consent of Landlord, provided Tenant gives Landlord prior written notice. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Notwithstanding the above, Tenant shall have a right to sublease space on the Tower to additional collocators, while Landlord shall have the right to enter into a separate lease with each collocator for the ground space.

17. **NOTICES.**

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #DETRMI2299; Cell Site Name: City of Roseville Police Department

(MI)

Fixed Asset No: 10566207
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy sent to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #DETRMI2299; Cell Site Name: City of Roseville Police Department

(MI)

Fixed Asset No: 10566207

15 East Midland Ave.
Paramus, NJ 07652

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Roseville
 Attn: City Manager
 29777 Gratiot Avenue,
 P.O. Box 290,
 Roseville, Michigan 48066

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place a temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within

thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within one year following the date such taxes or assessments are incurred, Landlord shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. **SALE OF PROPERTY**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new landlord.

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this

Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **Waiver of Jury Trial.** Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising out of or in any way connected with this Agreement or the transactions it contemplates.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Roseville, a Michigan municipal corporation

By: _____
Print Name: John Chirkun
Its: Mayor
Date: _____

By: _____
Print Name: Richard M. Steenland
Its: Clerk
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of ____

to the Agreement dated _____, 2012, by and between City of Roseville, a Michigan municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 2

CONDITIONS FOR PLACEMENT OF LANDLORD FACILITIES ON THE TOWER

Pursuant to Section 2 of the Agreement, Landlord may place wireless facilities on Tenant's Tower subject to the following conditions:

1. Landlord may place on the Tower between the heights of 80 Feet and 100 feet, point to point wireless communications equipment, a public safety whip antenna (or other similar UHF or VHF type of antenna), and/or a microwave dish not to exceed one foot (1') in diameter, as may be suitable for the transmission and reception of communications signals, for Landlord's emergency and/or educational services, and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements (collectively, the "Landlord's Facilities").
2. Landlord will not be charged rent for Landlord's Facilities; however, Landlord shall be responsible for all expenses related to providing power for the operation of the Landlord Facilities and all costs and expenses related to the installation, construction, maintenance, operation, repair, replacement and upgrade of the Landlord Facilities.
3. The total weight, including mounting hardware and coaxial lines, of Landlord's Facilities on the Tower shall not exceed 300 pounds.
4. The total square feet of Landlord's Facilities on the Tower shall not exceed 50 square feet of surface area.
5. Landlord may replace Landlord's Facilities, so long as the replacement equipment remains within the limitations set forth in this Exhibit 2.
6. In the event that Landlord wishes to expand Landlord's Facilities beyond the limitations of this Exhibit 2, Landlord shall apply to Tenant's collocation department and enter into an amendment to sublease for the expansion of Landlord's Facilities at no additional rent or license fee to Landlord.
7. Approval of expansion of Landlord's Facilities beyond the limitations of this Exhibit 2 is solely in Tenant's discretion, which shall not be unreasonably withheld or delayed.
8. Landlord shall insure Landlord's Facilities against damage in the amount equal to replacement value, and shall procure and maintain property liability insurance coverage with the minimum limits of \$1,000,000 per occurrence, and commercial general liability insurance in an aggregate amount of \$2,500,000, covering damage to the Tower caused by the negligent acts of the Landlord or its employees or agents.
9. Landlord's Facilities shall not interfere with Tenant's Communication Facility in accordance with Section 8 of the Agreement.
10. Landlord's indemnity obligations described in Section 9(b) of the Agreement shall include indemnification of Tenant for the installation of, and damage to, the Tower directly caused by Landlord's Facilities.
11. Landlord's Facilities on the Tower shall be maintained in good condition, reasonable wear and tear and damage caused by the elements excepted.
12. Landlord shall provide its own utilities for Landlord's Facilities and pay all costs in connection with the use of same.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by and return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

Re: Cell Site #DETRMI2299; Cell Site Name: City of Roseville Police Department
Fixed Asset # 10566207
State: Michigan
County: Macomb

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between City of Roseville, a Michigan municipal corporation, having a mailing address of 29777 Gratiot Avenue, P.O. Box 290, Roseville, MI 48066 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 20__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of Roseville, a Michigan municipal corporation

By: _____
Print Name: _____
Its: Mayor
Date: _____

By: _____
Print Name: _____
Its: Clerk
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of ____

to the Memorandum of Lease dated _____, 20 __, by and between City of Roseville, a Michigan municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶-	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

NOT APPLICABLE

**INTERGOVERNMENTAL SOUTH MACOMB ANTI-TERRORIST
RESPONSE TEAM MUTUAL AID AGREEMENT**

The participating Macomb County police agencies are entering into this Agreement to provide mutual assistance to one another in the case of specialized incidents when additional special response team equipment or special response team officers are needed by a community.

RECITALS

Each party to this agreement has established a special response team (SRT), comprised of sworn law enforcement officers who are trained and equipped to respond to high-risk, specialized incidents and public safety crisis situations.

The parties acknowledge that they may need assistance from another law enforcement agency's SRT to effectively respond to certain specialized incidents occurring in their community.

The parties desire to enter into an agreement to provide for mutual assistance of SRT personnel and equipment to each other in response to specialized incidents.

Under the Urban Cooperation Act, MCL 124.501, et seq. the parties are each authorized by law to execute an intergovernmental agreement for the performance of municipal services that each would have the authority to perform on their own.

The Mutual Police Assistance Agreements Act, MCL 123.811, et seq. authorizes two or more cities, counties, villages or townships to enter into agreements to provide mutual police assistance to one another in case of emergencies.

P.A. 1927, No. 175, as amended, MCL 764.2a, authorizes a peace officer to exercise authority and power of a peace officer outside the geographical boundaries of the officer's county, city, village, or township if the officer is enforcing the laws of the State of Michigan in conjunction with a peace officer of that jurisdiction.

The parties do not intend to establish a separate legal or administrative agency under Section 7 (1) of the Urban Cooperation Act, MCL 124.507 (1) and have not therefore provided for or otherwise established such an agency by the terms of this Agreement.

THEREFORE, in consideration of the mutual interest, obligations and promises of the participating parties, as provided in this Agreement, the parties agree as follows:

ARTICLE I - DEFINITIONS

The following words in this Agreement, whether used in the singular or plural, possessive or non-possessive, capitalized or lower case, will be defined and interpreted as follows:

- a. **Party** means a political subdivision which has entered into this Agreement as a signatory.
- b. **SRT Command Officer** means the senior or highest ranking officer available and his or her designee, who has responsibility for directing the police department in connection with a specialized incident.
- c. **Administrative Board** means the governing body of the Intergovernmental South Macomb Anti-Terrorist Response Team Mutual Aid Agreement, as established in this Agreement.
- d. **Participating Agency or Party** means any city, village or township that is a signatory to this Agreement, including, but not limited to its departments, divisions, elected officials, employees, subcontractors, and volunteers and which shall furnish equipment and/or personnel under this Agreement.
- e. **Requesting Party** means any agency that is a signatory to this Agreement that makes a request for SRT assistance from another Participating Party through its Incident Commander.
- f. **Responding Party** means any agency that is a signatory to this Agreement that responds to a request for SRT assistance from another Participating Party through its Incident Command Officer.
- g. **Specialized Response Team or SRT** means a specialized team of sworn police officers and tactical medics who have specialized training and equipment to respond to high risk situations.
- h. **Specialized Incident or Incident** means high risk incidents that pose an extreme danger to the public or officer safety, including, without limitation, barricaded gunmen, snipers, hostage-taking, terrorist incidents, or armed suicides, or vice raids or arrests.
- i. **Incident Command Officer** means the officer or officers designated by the Party's SRT Command Officer to initiate requests, respond to requests, and exercise discretion on behalf of its party in connection with this Agreement.

ARTICLE II -- SERVICES

1. Specialized Incident Mutual Aid. In the event of an Incident within a Party's geographical boundaries or jurisdiction for which the Party does not have adequate personnel or equipment, that Party (Requesting Party) may direct a request to another Party for assistance of its SRT equipment

and/or personnel (Responding Party). The request shall be directed to the Responding Party's Incident Command Officer or designee, and if possible, shall identify the nature of the Incident, the number of police officers, types of assistance and/or equipment requested and the location where the Responding Party's SRT should report.

2. Upon receipt of a request, the Responding Party will deploy SRT personnel or equipment to the Incident, unless the Responding Party's SRT is unavailable due to another Incident, or existing conditions within its community.
3. Upon receipt of a request, the Responding Party's Incident Commander or designees will have the sole authority to determine the number of personnel and type of resources it will deploy in response to the Requesting Party's Specialized Incident, and shall promptly notify the Requesting Incident Command Officer of the personnel and other resources that it will send to the Requesting Party's Incident site and the anticipated time of arrival. Conversely, if the Responding Party does not have the resources or equipment available to deploy to the Incident, the Responding Incident Command Officer shall provide prompt notification to the Requesting Party that it is unable to deploy.
4. Upon arrival to the Incident, the Responding Incident Command Officer will report to the Requesting Party's Incident Commander, and will follow his or her tactical requests, provided, however, the policies and procedures of the **Responding** SRT's police department shall govern the operations and actions of the SRT, and shall otherwise govern in the event of any conflict with a request of the Requesting Party. Each Party will be responsible for issuing orders and directives to their own police officers within their respective SRT. The Responding SRT will have sole authority and discretion to modify or withdraw its equipment and/or personnel from the Incident at any time, without being liable to the Requesting SRT or any other party. It is understood that the Requesting Party is primarily responsible for the response to and control of the specialized incident occurring within its jurisdiction.
5. Each Party will provide to the Administrative Board the names of their Incident Command Officer or designee and any other officers who are authorized to act on behalf of the Party in connection with this Agreement, and the manner in which requests for assistance should be directed, and the phone numbers to be used to reach the Incident Command Officer(s), and special equipment that could be used to assist another Party. All such information will be coordinated on a Contact List and/or Equipment List by the Administrator, which will be distributed to each Party's Command Officer and Incident Command Officer. Such Contract List and/or Equipment List shall be kept confidential. In the event of a

subpoena, Freedom of Information Act request or any other request for disclosure of the list, the receiving Party agrees to take any legal means to withhold the documents from disclosure, and if disclosure is required by court order or other legal mandate, notification shall be given to each Party.

Any Party changing its information on the Contact List or Equipment List shall be responsible for immediately revising the Contact List and distributing it to each Party.

It is understood that each Party's Incident Command Officer(s) identified on the Contact List will have authority to request services under this Agreement, and their requests will be binding upon the Requesting Party.

6. A Requesting Party will not be responsible for the payment to, or reimbursement of, a Responding Party's costs. All personnel, resources, equipment and services contemplated under this Agreement will be furnished at the expense of each respective Party owning the equipment and supplies and employing the personnel. No party will be held responsible for the costs incurred by the other party.

ARTICLE III – ADMINISTRATIVE BOARD

1. An Administrative Board is established to administer and oversee activities and protocols under this Agreement. The Administrative Board is comprised of the SRT Command Officer for each participating party. The SRT Command Officer may send a designee to attend meetings and vote on his or her behalf at the meetings.
2. The Board will meet at least quarterly, and shall act by vote of a majority of the members of the Board.
3. The Administrative Board will designate an Administrator from among the participating Parties, who, upon acceptance, will be responsible for coordinating meetings, providing notice of meetings to each Party, submitting grant applications, and serving as custodian of records and grant proceeds, and otherwise fulfilling administrative responsibilities as provided under this Agreement or otherwise established by the Board. The Administrator may resign at any time, but the Administrator's employing Party is responsible to turn over any documents, proceeds and all other records of the Board or pertaining to this Agreement to the Administrator's successor, or any other designee determined by the Board.

4. The Administrative Board will authorize the application for grants, and will determine disbursement of grant proceeds among the Parties by a majority vote of the members.
5. The Administrative Board will determine general policies or protocols for implementing and coordinating services under this Agreement, provided such policies or protocols are not in conflict with this Agreement.

ARTICLE IV – LIABILITY

1. Each Party will be responsible for liability attributed to its own acts, omission or conduct of its officers or employees.
2. Notwithstanding the above, each party agrees to hold harmless and release the other Participating Parties from any or for any loss, injury, claim or liability arising out of or relating to any negligent acts or omissions of its employees or officers in connection with the performance of this Agreement.
3. Nothing in this Agreement shall be construed as a waiver of any governmental immunity as provided by the statute or court decision, or diminish the right of any Party to assert a defense or remedy based upon an officer acting beyond the scope of his or her duty.
4. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns. This Agreement shall not be construed as creating a higher legal standard of safety or care with respect to third party claims.
5. No liability, right or benefit associated with any employer-employee relationship shall be implied by this Agreement. Nothing in this Agreement shall imply or create any duty or responsibility to comply with a collective bargaining agreement of another Party, or to create any right to insurance or any other employment right of a Party's employee from another Party to this Agreement.
6. Likewise, each Party shall be responsible for, and shall protect and/or hold harmless all other Parties from, any employment-related claims made by its personnel, including but not limited to claims related to worker's compensation, insurance rights or liabilities and unemployment compensation.
7. Each Party shall carry the general comprehensive liability insurance by an insurance carrier licensed to do business in the State of Michigan, or is self-insured as required by the state or federal governments, in amounts

necessary to cover liability that may arise from services or activities contemplated under this Agreement.

8. Nothing in this Agreement shall imply a duty to levy additional taxes, appropriate funds, or enter into specific terms of a collective bargaining unit in order to effectuate this Agreement.

ARTICLE V – TERM AND TERMINATION

1. This Agreement and any amendments will be effective upon execution of the Parties, authorized by resolution adopted by the governing bodies of each party. This Agreement will remain in effect for up to ten years until terminated by a party, as provided in this document. The effective date for each Party wishing to be included in this Agreement will be the date of its execution.
2. A Party may terminate or cancel its participation under this Agreement with or without cause upon 30 days written notice to each of the other parties. The effective date for termination or cancellation will be clearly stated in the notice.
3. A Party's SRT Command Officer may suspend its participation in this Agreement for a term not to exceed six months, by providing written notification to the SRT Commanders, stating the effective date of the suspension and the exact date its participation will resume.
4. If any part of this Agreement, or protocols adopted by the Board, is breached, a Party's participation under this agreement may be terminated by a majority of the Board members. The SRT Command Officer for the breaching party may participate in such vote.

ARTICLE VI - MISCELLANEOUS

1. Each Agency will comply with all federal, state and local statutes, ordinances, state and federal administrative rules and requirements applicable to its activities performed under this Agreement.
2. An Agency will not delegate, subcontract or assign any obligations or rights under this Agreement, without the express written consent of the Administrative Board.
3. A waiver of a breach of any term in this Agreement will not be considered a waiver of a further breach of the same term or (2) a waiver of a breach

of any other term, or (3) a waiver of the right of the Board of Directors to declare a default.

4. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.
5. The section and subsection numbers and captions contained in this Agreement are intended for convenience only and are not intended to have any substantive meaning.
6. The parties have taken all actions and have secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Agency have the legal authority to sign it and bind the parties to the terms of this Agreement.

ARTICLE VII -ADDITIONAL PARTICIPATING AGENCIES

After the Effective Date as provided below, a law enforcement agency of a Macomb County public agency, which meets the definition of a public agency in Section 2(e) of the Urban Cooperation Act, MCL 124.502 (e) and maintains a special response team as provided in the Recitals may, with the approval of the Board, join in this agreement, by providing a resolution adopted by its governing body and by having its authorized representative execute and date a signature page to this Agreement in the form of Attachment No. 1.

City of Roseville

Memo

To: Scott Adkins, City Manager
From: Paul VanDamme, Purchasing Assistant
Date: November 28, 2012
Re: Stop Loss and Renewal, 2013

Submissions were made on the City's behalf for Stop Loss and Administration for the City's health insurance by TMR & Associates, Inc. to four (4) companies, The Standard, HCC Life, Transamerica and Gerber.

Standard, the City's current carrier had the lowest total annual premium for 2013, at \$494,807.16. The renewal premium represents an overall increase of 13%. This increase is due to the number of claimants and amount of claimants that are at or above 15% of the \$200,000 specific limit.

All of the submissions were evaluated by Mark Mueller, TMR and Associates, Inc., Louis Lapiana, Automated Benefits Services, Robert Cady, Assistant City Manager and myself. The City has done business with Standard in the past in a satisfactory manor. Therefore, it is recommended that the City award the stop loss administration renewal to Standard in the amount of \$494,807.16. The proposals are available for your review. Please let me know if you have any questions or concerns.

Memo

To: Scott Adkins, City Manager
From: Paul VanDamme, Purchasing Assistant
Date: November 29, 2012
Re: Single Source Vendor, Police In-Car Camera Recording System

Attached is an interoffice memo and quote for a police in-car camera recording system requested by Chief Berlin. This is a single source vendor allowed by City Code through Cooperative Purchasing. The quotation is through Oakland County Cooperative Purchasing Contract #2974 in the amount of \$145,554.58 from Advanced Wireless Telecom of Wixom, Michigan.

This is a federally funded non-construction building project. This makes the project inapplicable from the Resolution on Policy to Assure Labor Harmony on City Projects per Mr. Tomlinson.

The in-car recording system from Advanced Wireless Telecom meets the City's specifications and is approved by Chief Berlin. The City and various Oakland County Police agencies have done satisfactory business with Advanced Wireless Telecom in the past. The project will be funded by two Department of Justice Byrne Grants in the amount of \$42,192 and the remainder \$103,362.58 shall be funded by the Roseville Police Department's Special Investigations Division forfeiture account. Council will have to approve this purchase due to it being a single source vendor

If you have any questions please contact Chief Berlin or myself.

Attachments

Interoffice Memo

Date: November 29, 2012
To: Paul Van Damme, Purchasing Director
From: Chief James P. Berlin
RE: Purchase Request

The Roseville Police Department has utilized an in-car camera recording system since approximately 1992 for individual officer accountability. Our current system "The Vision Hawk" was purchased in 2006 and is rapidly failing due to numerous software issues and lack of spare parts. These software and parts issues were exacerbated by the bankruptcy of The Vision Hawks parent company, International Police Technology. As our society becomes ever more litigious it is imperative that the city use every means possible to defend against fraudulent or frivolous claims against the police department and its officers. An in-car camera system, while not a cure all against fraudulent actions against the city, does make defending those claims easier. With the impending demise of our camera system an effort has been undertaken to select and begin implementation of a new in-car camera system.

As the video surveillance market has grown exponentially with new products entering the market with what seems to be a daily basis a committee was formed of Lt. Beemer, Lt. Pas and Sgt. Dickey to select a new in-car camera system. The criteria that the three were to try and adhere too when making their recommendations was;

- Ease of use
- Size
- Wireless upload capability
- Peer review
- Video quality

- Cost
- Ease of installation
- Ability to use existing antenna upload ports
- Solvency of the parent company

In addition to any other facts they felt were pertinent, in making an informed decision.

The trio looked at several of the most popular current in use models and contacted various police agencies requesting their feedback as to the pros and cons of each system, and the rationale behind their selection. The trio also researched the various systems through the International Association of Chiefs of Police product guide and various professional periodicals. At the conclusion of the selection process it was unanimously agreed that the Panasonic Arbitrator 360 In-car camera system be purchased.

The Panasonic system met or exceeded each of the criteria set forth for our in-car camera system and comes with a five year unconditional warranty. The system has been selected by a host of local agencies as the replacement for their Vision Hawk systems, including the Troy, Auburn Hills and Novi Police Departments and the Oakland County Sheriff Department.

When the various Oakland County Police agencies as well as the Oakland County Sheriff Department selected the Panasonic Arbitrator Camera System, the Oakland County Cooperative Purchasing Office put the project out to bid. The final Bid was awarded to Advance Wireless Telecom of Wixom, Michigan. Attached you will find a quote for 18 Arbitrator camera systems, all the necessary accompanying hardware, software and installation based on the Oakland County Cooperative Purchasing Contract # 2974. The quote guarantees a 100% turn-key system, with any additional costs associated with the procurement or installation of the system that Advanced Wireless neglected to include in their original proposal shall be borne by Advanced Wireless.

The total cost of this project as proposed is \$145,554.58 The Roseville Police Department currently has two Department of Justice Byrne Grants totaling \$ 42,192.00 which has been earmarked for this project. The remainder of the project cost of \$103,362.58 shall be covered by funds from the Roseville Police Department's Special Investigations Division forfeiture accounts.