



City Council Special Meeting Agenda

Monday, January 31, 2022 at 5:30 PM
27400 Southfield Road, Lathrup Village, Michigan 48076

HYBRID: COUNCIL CHAMBERS (CITY HALL) OR ZOOM REMOTE ACCESS

Webinar ID: 823 0000 5990

Password: Lathrup22

Online: <https://zoom.us/>

Telephone: 646.558.8656 or 312.626.6799

1. **Call to Order** by Mayor Garrett
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**
5. **Public Comments for Items on the Agenda** (Speakers are limited to 3 minutes)

Per Robert's Rules of Order there will be no dialogue or debate with members of the public.

6. **Action Requests - For Consideration / Approval**

A. KD Cement Contract Extension - Construction Year 2022

B. American Cell Tower - WSU presentation

C. Lathrup School discussion

D. Downtown Development Authority Appointments

E. Generator Quote update

F. Butzel Long invoice

G. Council information requests & concerns

7. **Public Comment** (Speakers are limited to 3 minutes)

Per Robert's Rules of Order there will be no dialogue or debate with members of the public.

8. **Mayor and Council Comments**

9. **Adjourn**



01/25/2022

GWE # 19985.00

City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI., 48076

Attn: Ms. Susie Stec, Interim City Administrator

Re: 2021 Sidewalk Repair Program, Contract SW 2021 Extension

Dear Susie,

In the summer of 2021, the City of Lathrup Village awarded the 2021 Sidewalk Repair Program contract to KD Cement LLC, 3250 New Farm Court #6, Commerce Township, MI 48390. This project was bid as a 3-year project with the 2nd and 3rd year (CY 2022 and 2023) optional, which may be exercised or not exercised by the City of Lathrup Village in its sole discretion. Failure to exercise the option for CY 2022 would result in the contract being null and void.

In accordance with the signed Contract Document between the City of Lathrup Village and KD Cement LLC, on or before February 28th of 2022, the City of Lathrup Village will request City Council's approval of a contract extension for the CY 2022 work.

To date, KD Cement has completed approximately 65% of the work. The remaining 35% of the work to be completed is not the fault of KD Cement but added work to their contract. The majority of the remaining work is along Lathrup Blvd, Coral Gables, Meadowood Avenue and Court, and Southfield Road.

The contract extension for CY 2022 was estimated at 20,000 sft of sidewalk removal and replacement and will be verified upon field inspection of the sidewalks later this winter / early spring.

Based on the bid price and previous work performed by KD Cement LLC, we would recommend that the City authorize the extension for the CY 2022 sidewalk replacement work to KD Cement, LLC at the unit prices quoted.

Please find attached the bid tab from 2021 and the map depicting the proposed sidewalk replacement district for CY 2022.

Please feel free to contact me if you have any questions or need additional information. If approved by the City, we will request updated bonds and insurance.

Respectfully,
GIFFELS WEBSTER

A handwritten signature in black ink, appearing to read "Scott A. Ringler".

Scott A. Ringler, P.E., LEED AP
Partner

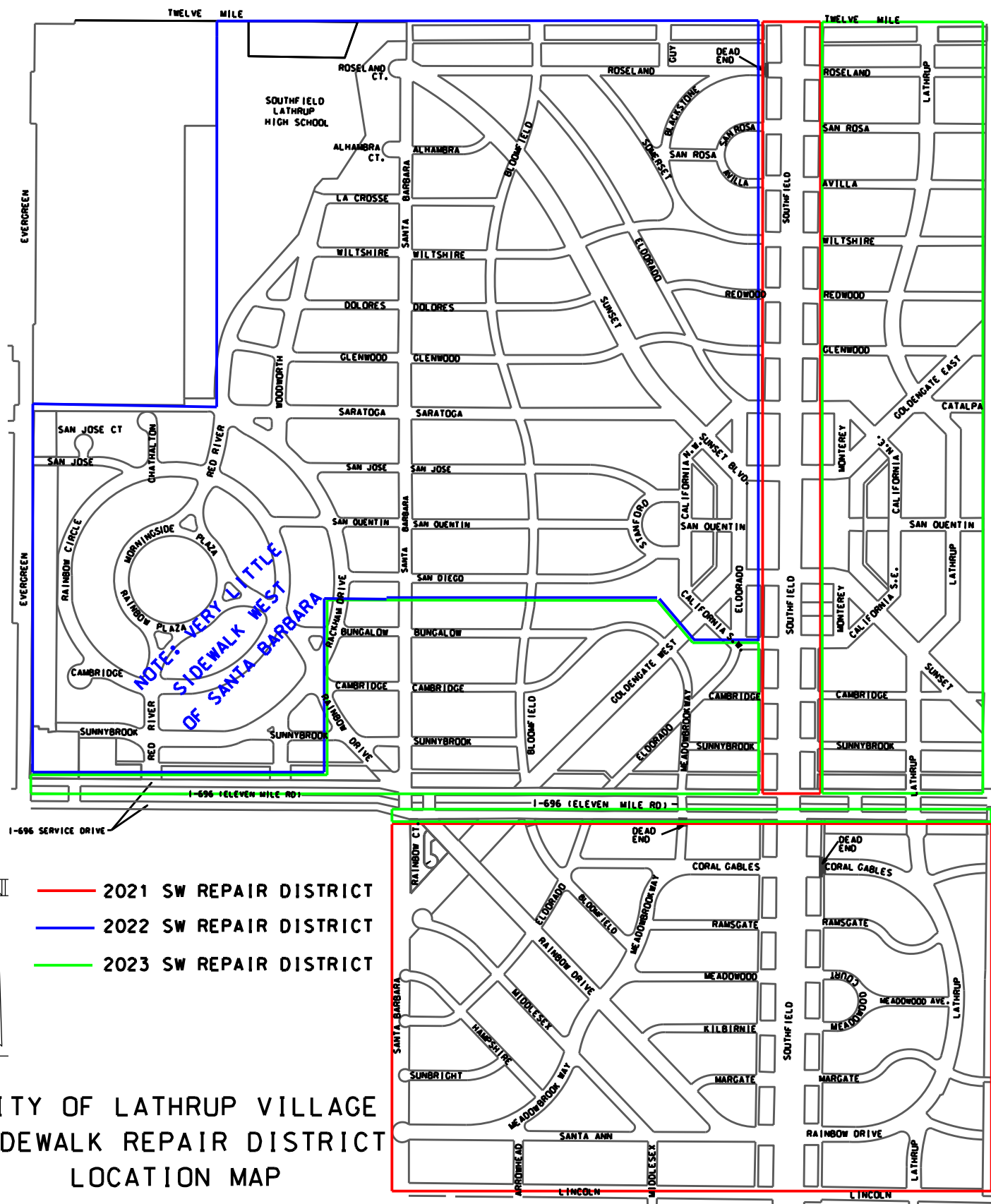
Encl: Bid tabulation
Proposed sidewalk district map



2021 Sidewalk Repair Program, Contract SW 2021

City of Lathrup Village, Oakland County, Michigan
Bids opened on 06/17/2021 at 2:00 pm (GW #19985.00)

				Engineer's Opinion of Cost Giffels Webster 1025 E. Maple Road, Suite 100 Birmingham, MI 48009	Low Bidder KD Cement LLC 3250 New Farm Court #6 Commerce Twp, MI 48390 248-896-2928		2nd Low Bidder Merlo Construction Co 4964 Technical Dr Milford, MI 48381		3rd Low Bidder JB Contractors, Inc 2933 Military St Detroit, MI 48209		
1 2021 Sidewalks - Base Bid											
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Horizontal Sawcutting	126	EA	\$90.00	\$11,340.00	\$87.00	\$10,962.00	\$160.00	\$20,160.00	\$162.00	\$20,412.00
2	Sidewalk, Remove	27,790	SFT	\$1.50	\$41,685.00	\$1.25	\$34,737.50	\$1.50	\$41,685.00	\$2.75	\$76,422.50
3	Grind Roots	132	EA	\$75.00	\$9,900.00	\$15.00	\$1,980.00	\$75.00	\$9,900.00	\$150.00	\$19,800.00
4	Sidewalk, Concrete, 4 Inch	22,631	SFT	\$5.00	\$113,155.00	\$5.50	\$124,470.50	\$5.00	\$113,155.00	\$6.25	\$141,443.75
5	Sidewalk, Concrete, 6 Inch	4,934	SFT	\$6.50	\$32,071.00	\$6.50	\$32,071.00	\$6.00	\$29,604.00	\$7.50	\$37,005.00
6	Sidewalk, Concrete, 8 Inch	225	SFT	\$9.00	\$2,025.00	\$7.50	\$1,687.50	\$7.00	\$1,575.00	\$8.75	\$1,968.75
7	Hand Patching 36A	10	TON	\$250.00	\$2,500.00	\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$350.00	\$3,500.00
8	Culv, Rem, Less than 24" dia	150	LFT	\$25.00	\$3,750.00	\$10.00	\$1,500.00	\$55.00	\$8,250.00	\$10.00	\$1,500.00
9	Culv, 8" dia, CSP or N12	180	LFT	\$50.00	\$9,000.00	\$20.00	\$3,600.00	\$100.00	\$18,000.00	\$50.00	\$9,000.00
10	Detectable Warning Surface	310	FT	\$45.00	\$13,950.00	\$35.00	\$10,850.00	\$40.00	\$12,400.00	\$40.00	\$12,400.00
A. Subtotal 2021 Sidewalks:				\$239,376.00		\$224,858.50		\$256,729.00		\$323,452.00	
Total Construction 2021 Sidewalks - Base Bid:				\$239,376.00		\$224,858.50		\$256,729.00		\$323,452.00	
2 2022 Sidewalks - Option Year 1											
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Horizontal Sawcutting	100	EA	\$92.70	\$9,270.00	\$91.35	\$9,135.00	\$165.00	\$16,500.00	\$168.00	\$16,800.00
2	Sidewalk, Remove	20,000	SFT	\$1.55	\$31,000.00	\$1.31	\$26,200.00	\$1.55	\$31,000.00	\$2.75	\$55,000.00
3	Grind Roots	100	EA	\$77.25	\$7,725.00	\$15.75	\$1,575.00	\$80.00	\$8,000.00	\$150.00	\$15,000.00
4	Sidewalk, Concrete, 4 Inch	17,000	SFT	\$5.15	\$87,550.00	\$5.77	\$98,090.00	\$5.10	\$86,700.00	\$6.60	\$112,200.00
5	Sidewalk, Concrete, 6 Inch	2,800	SFT	\$6.70	\$18,760.00	\$6.82	\$19,096.00	\$6.10	\$17,080.00	\$7.90	\$22,120.00
6	Sidewalk, Concrete, 8 Inch	200	SFT	\$9.30	\$1,860.00	\$7.87	\$1,574.00	\$7.10	\$1,420.00	\$9.20	\$1,840.00
7	Hand Patching 36A	2	TON	\$258.00	\$516.00	\$315.00	\$630.00	\$210.00	\$420.00	\$370.00	\$740.00
8	Culv, Rem, Less than 24" dia	100	LFT	\$25.75	\$2,575.00	\$10.50	\$1,050.00	\$60.00	\$6,000.00	\$11.10	\$1,110.00
9	Culv, 8" dia, CSP or N12	120	LFT	\$51.50	\$6,180.00	\$21.00	\$2,520.00	\$110.00	\$13,200.00	\$55.00	\$6,600.00
10	Detectable Warning Surface	100	FT	\$46.35	\$4,635.00	\$36.75	\$3,675.00	\$42.00	\$4,200.00	\$42.00	\$4,200.00
2. Subtotal 2022 Sidewalks - Option Year 1:				\$170,071.00		\$163,545.00		\$184,520.00		\$235,610.00	
Total Construction 2022 Sidewalks - Option Year 1:				\$170,071.00		\$163,545.00		\$184,520.00		\$235,610.00	
3 2023 Sidewalks - Option Year 2											
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Horizontal Sawcutting	100	EA	\$95.50	\$9,550.00	\$95.91	\$9,591.00	\$170.00	\$17,000.00	\$175.00	\$17,500.00
2	Sidewalk, Remove	20,000	SFT	\$1.60	\$32,000.00	\$1.38	\$27,600.00	\$1.60	\$32,000.00	\$2.80	\$56,000.00
3	Grind Roots	100	EA	\$79.60	\$7,960.00	\$16.54	\$1,654.00	\$85.00	\$8,500.00	\$150.00	\$15,000.00
4	Sidewalk, Concrete, 4 Inch	17,000	SFT	\$5.30	\$90,100.00	\$6.06	\$103,020.00	\$5.20	\$88,400.00	\$6.90	\$117,300.00
5	Sidewalk, Concrete, 6 Inch	2,800	SFT	\$6.90	\$19,320.00	\$7.16	\$20,048.00	\$6.20	\$17,360.00	\$8.10	\$22,680.00
6	Sidewalk, Concrete, 8 Inch	200	SFT	\$9.60	\$1,920.00	\$8.26	\$1,652.00	\$7.20	\$1,440.00	\$9.30	\$1,860.00
7	Hand Patching 36A	2	TON	\$265.00	\$530.00	\$330.75	\$661.50	\$220.00	\$440.00	\$390.00	\$780.00
8	Culv, Rem, Less than 24" dia	100	LFT	\$26.50	\$2,650.00	\$11.03	\$1,103.00	\$65.00	\$6,500.00	\$15.00	\$1,500.00
9	Culv, 8" dia, CSP or N12	120	LFT	\$53.00	\$6,360.00	\$22.05	\$2,646.00	\$115.00	\$13,800.00	\$60.00	\$7,200.00
10	Detectable Warning Surface	100	FT	\$47.75	\$4,775.00	\$38.59	\$3,859.00	\$45.00	\$4,500.00	\$45.00	\$4,500.00
3. Subtotal 2023 Sidewalks - Option Year 2:				\$175,165.00		\$171,834.50		\$189,940.00		\$244,320.00	
Total Construction 2023 Sidewalks - Option Year 2:				\$175,165.00		\$171,834.50		\$189,940.00		\$244,320.00	
Other Bidders:				Lacaria Concrete \$381,069.60							
				Luigi Ferdinandi & Son \$399,064.00							
				Audia Concrete Construction \$422,519.50							



Tower Lease and 5G

Lathrup Village Council

January 31, 2022

Patrick J. Gossman, Ph.D.

Deputy CIO, Wayne State University

Executive Director, Community Telecommunications Network

pgossman@wayne.edu

(313) 577-2085

Outline

- My Background
- Existing lease and American Tower's Proposal
- Reaction – Lathrup Village Has Leverage
- The Reality of 5G
- Effects of 5G on Valuations
- The Lease Option
- Ground Lease Valuation: The Buyout Option
- Considerations
- Recommendation
- Consultants

Background

- 48 years in information technology
- 33 years in instructional TV and wireless broadband
- 30 years Executive Director, Community Telecommunications Network
 - 501 c 3 with six member institutions, each holding FCC licenses
 - Intermediate Schools Wayne, Oakland, Macomb; Detroit Public Schools; Detroit Public TV and Wayne State University
 - Instructional TV, then lease for cellular service, now T-Mobile and 5G
- DISCLAIMER: I'm not an attorney, engineer, lease valuation expert, but....
- I have knowledgeable contacts.
- Happy to share what I do know.

Lathrup Village Lease to American Tower

- Now in last 5-year extension term. Moves to an annual lease in 2023 unless Lathrup Village or American Tower terminate the lease.
- American Tower claims tower is worth less because of 5G and wishes to lower both lease payments and CPI increases.
- Options:
 - No changes to existing lease.
 - Accept changes to lease terms offered by American Tower.
 - Lease buyout for one-time payment

Reaction – Lathrup Village Has Leverage

- Lathrup Village has the right to terminate the lease in 2023 with 6 months notice, a scary prospect for American Tower.
- American Tower needs a long-term lease or a buyout to cement their access to the tower and enable contracts with AT&T, T-Mobile or other carriers such as Verizon or Dish.
- American Tower appears to really wants to buy out the lease. Citing 5G and pushing lower lease rates appears to be an effort to make a buy out more attractive to Lathrup Village.
- Another advantage to American Tower is the buyout becomes a capital expense with certain tax advantages.

The Reality of 5G

- 5G is INCREASING the value of SOME towers and buildings.
- A colleague of mine is in the business of buying towers because of 5G.
- 5G plans for all carriers include low, mid and high band frequencies.
- Yes, light poles and phone poles will be used extensively in urban areas for 5G as high-band frequencies travel only short distances (100's of feet)
- Low band and mid-band frequencies travel much longer distances and work directly with 5G devices or can feed the phone pole radios.

Effects of 5G on Valuations

- Steel in the Air seeing increase in ground lease rates in 2021
- Rates vary widely by location, carrier needs, availability of towers
- Average ground lease rate in 2021 - \$15,600/yr.
- Average rate in Miami and Washington, D.C. - \$21,000/yr
- American Tower wants to move Lathrup Village to \$18,759.
- Lathrup Village is receiving \$21,159 and will go to \$24,439 in 2023 with existing lease assuming CPI increase of about 15.5%, but..... American Tower cannot live with annual extensions.

Steel in the Air

<https://www.steelintheair.com/cell-tower-lease-rates/>

The Lease Option

- The new lease values proposed by American Tower are \$200/month lower at \$1,563.29/month
- Under the current lease, the rate in 2023 should be about \$2,036.60/month. IF you can negotiate this rate, 30 years of payments with 10% escalators every 5 years would total \$942,817.
- BUT, what is the PRESENT VALUE of such payments over 30 years, even if increased every 5 years by a maximum of 10%?
Only \$541,778 @ 6% discount.
- NOTE: American Tower can cancel a lease so total lease payments are not guaranteed.

Ground Lease Valuation – The Buyout Option

- The usual buyout offer is 10 to 15 times the current lease payment.
- Current lease payments are \$21,159 per year.
- American Tower's initial offer was \$300,000.... About a factor of 14
- American Tower increased their offer to “about \$825,000.” This assumes they can cut a deal with T-Mobile to remain on the tower.
- \$825,000 is 39 times \$21,159.
- American Tower wants to stay and wants to buy!

Some considerations if you do wish to sell

- Lathrup Village has the right to mount its own antennae on the current monopole.
 - Do you do so now? Might you wish to do so in the future?
 - Possible uses: First responder, community broadband.
- Can you extract larger payments from American Tower?
 - Higher buyout price?
 - Higher lease payments?
 - Some share in revenue? (some risk for the Village if too much stock in this)
- Hire a ground lease agent?
 - Hourly rate or some percentage of any extra funds they can extract?
 - Ensure the Village has proper protections in any agreement.

Recommendation

- The buyout option looks like a great deal at \$825,000.
- Pursue it NOW so that American Tower can keep T-Mobile on the tower. Get a lease addendum from them with solid numbers.
- Waiting could be an issue as tower owners and carriers need surety.
- Proceed with negotiations on your own, or.....
- Consider hiring a ground lease consulting company to make sure you have the best deal and proper protections under a sale.
- Consider continued access to the tower for your own purposes.
- Remember this is a 60-year deal if you sell.

A Few Consultants

- Vertical Consultants (877) 456-7522
<https://www.celltowerleaseexperts.com/>
- Steel in the Air (877) 428-6937
<https://www.steelintheair.com/cell-tower-lease-rates/>
- Tower Genius (888) 313-9750
<https://towergenius.com/>

Disclaimer: I have not worked with any of these people, nor do I have any references for them. These are provided for your convenience and possible further investigation.



September 27, 2021

City of Southfield Lathrop Village
Site 310966

Dear Ms. Mitchell,

So much has changed in the industry since we last spoke. We are asking Landowners to review the information below and work with us to make this site's economics work.

Changes in the Wireless Industry:

Today, operating costs continue to escalate and have become a major focus for carriers. Carrier mergers, lease buy-out programs, fewer tenants to which sites can be marketed, and the move to smaller repeater/micro towers are affecting the industry. T-Mobile announced 25,000 Sprint sites were to be terminated along with an additional 10,000 T-Mobile sites. These factors have led to industry wide network evaluations.

Eliminating Risk and Increasing Value:

As a result, American Tower is re-evaluating its portfolio in conjunction with network engineers to review which communications facilities are likeliest to remain active in the network.

Criteria for Cellular Site Retention:

American Tower would like to include this site in its long-term portfolio. To retain the current tenants and attempt to market to others we need to keep the site viable from a financial standpoint. Our goal is to secure cooperation to address the economics of this site allowing us to maintain it in our long-term portfolio.

There are two options to achieve that goal and can improve the long-term security of the Tower Site:

1. Escalation Reduction

- Reduce Term escalation from 25% to current Carrier Contract 10% term
- Reduce Rent \$200.00 per month
- We can offer a \$1,500 cooperation bonus for this accommodation
- Agreement is executed as an amendment to the lease.

2. Lease Buyout

We can again consider the lease Buy-out option. Lease Buyouts place all future risk on the Tower company. They are executed as easement agreements. The Current "value" for a onetime payment bases on TMO remaining at this location would be approximately \$825,000.00

As this site was flagged in my data for immediate attention, please contact me prior to **October 12, 2021**. I would like to do what we can to get the site off the "radar" so it can continue as a positive asset for both you and American Tower.

Best Regards,

Laurene

Laurene Franklin

Senior Lease Consultant,

Tower Alliance LLC (An Authorized Vendor of American Tower)

479-981-2155 Office

lfranklin@toweralliancellc.com

***PLEASE NOTE: Offers subject to change, with required final approval by American Tower, and are for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all.*

FILE

GROUND LEASE AGREEMENT
(CORPORATE)

1: Definitions of Terms Used in this Document

1.1 Landlord's Contact Person

Mr. Jeff Bremer
City Administrator
Lathrup Village
(248) 557-2600

1.2 Landlord

City of Lathrup Village
27400 Southfield Rd.
Lathrup Village, MI 48076
(248) 557-2600

WITH A COPY TO:

Matthew C. Quinn, Esq.
Cooper, Shifman, Gabe, et al.
1026 W. Eleven Mile Rd.
Royal Oak, MI 48067-2451

1.3 Name and Address for Payment of Rent

City of Lathrup Village
27400 Southfield Rd.
Lathrup Village, MI 48076

1.4 Taxpayer Identification Number

38-6021195

1.5 Property Identification Number

24-14-355-039

1.6 Leased Property

The leased real estate including easements which has a common address of 19625 Sunnybrook and which are legally described on Exhibit A and are marked on the sketches described on Exhibit B.

1.7 Commencement Date

February 18, 1998

1.8 Initial Term

Five (5) years

1.9 Term

The Initial Term and any extension term or year to year term described in Sections 2 and 3.

1.10 Lease

This Ground Lease Agreement including Exhibits A, B, and C.

1.11 Initial Rent

\$13,000.00 annually, payable
\$1,083.00 monthly

1.12 Tenant

Detroit SMSA Limited Partnership

1.13 Tenant's Contact Person

Janine Halushka, Manager/Real Estate & Zoning
810-737-6658

1.14 Tenant's Address

Detroit SMSA Limited Partnership
c/o Ameritech Cellular Services
Real Estate Department
32255 Northwestern Highway, Suite 143
Farmington Hills, MI 48334
with a copy to:
Ameritech Cellular Services
Legal Department, 3H78
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

2. Terms and Options to Extend

2.1 Initially. Landlord leases the Property to Tenant for the Initial Term and on the terms and conditions of this Lease beginning on the Commencement Date at the Initial Rent.

2.2 Option to Extend. Tenant has the option, provided that Tenant is not in default on the date of exercise of the option of any provision hereof, to extend the term of this Lease for four (4) additional five (5) year terms at the annual rental and on the terms and conditions of this Lease below by giving the Landlord written notice of Tenant's intention to do so at least sixty (60) days prior to the end of the then current term.

2.3 Rent During Extension Term. The annual rental for years one (1) through five (5) of the extension term shall be increased by the cumulative Consumers Price Index (CPI), for the prior five years as set forth below, payable in equal monthly installments; and for years six (6) through ten (10) of the extension term shall be increased by the cumulative CPI, for the prior five years, as set forth below, payable in equal monthly installments; and for years eleven (11) through fifteen (15) of the extension term shall be increased by the cumulative CPI, for the prior five years, as set forth below, payable in equal monthly installments; and for years sixteen (16) through twenty (20) of the extension term shall be increased by the cumulative CPI, for the prior five years as set forth below, payable in equal monthly installments.

Landlord and Tenant agree that in consideration of rental payments paid in advance by Tenant to Landlord, the actual rental payments paid in advance by Tenant to Landlord, the actual rental payment to be paid by Tenant during the five (5) years of the lease shall be One Thousand, Eighty-three Dollars (\$1,083.00) per month. However, all CPI calculations under the lease shall be based on a rate of One Thousand Five Hundred Dollars (\$1,500.00) per month for that first five (5) years.

For purposes of this Agreement, the term "CPI" shall mean the Revised Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, for United States City Average, All Items (1982-84=100). If the manner in which the CPI is calculated shall be substantially revised or if the 1982-1984 average shall no longer be used, Landlord and Tenant shall select a means to adjust such revised index which would produce results equivalent, as practicable, to those which would have been obtained if the CPI has not been so revised. If the CPI shall become unavailable to the public because the publication is discontinued or otherwise, Landlord and Tenant shall select a comparable substitute index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency, or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication. In the event that the U.S. Department of Labor, Bureau of Labor Statistics, changes the publication frequency of the CPI so that a CPI is not available to make an adjustment for the period in question, the adjustment shall be based on the percentage increase in the CPI for the sixty (60) month period beginning with the closest month preceding the period in question for which the CPI is available. The CPI shall be calculated on a five (5) year term basis, and shall not exceed five percent (5%) for any annual period therein.

STANDARD PROVISIONS

3: Additional Yearly Terms

If at the end of the last extension term, this Lease has not been terminated by Landlord giving written notice to Tenant of Landlord's intention to terminate this Lease at least six (6) months prior to the end of that term, then, unless Tenant terminates the Lease by giving written notice to Landlord prior to the end of that term, the Term of this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for subsequent annual terms and on the same terms and conditions until terminated either by Landlord giving written notice to Tenant of its intention to terminate this Lease at least six (6) months prior to the end of an annual term, or by Tenant giving written notice of termination before the end of the applicable term. Rent for the first of these annual periods shall be increased by the cumulative CPI, for the prior five years as set forth above, payable in equal monthly payments; rent for each successive annual period thereafter shall be increased annually by the CPI, for the prior year, as set for above, payable in equal monthly payments.

4: Methods of Payment

4.1 Rent Payment. On or prior to the Commencement Date, Tenant shall pay Landlord rent for the first calendar month of the Initial Term, adjusted on a pro rata basis from the Commencement Date.

4.2 Subsequent Monthly Rent Payments. Effective with the first (1st) day of the second (2nd) calendar month of the Initial Term, rent shall be payable monthly in advance on the first (1st) day of each calendar month.

4.3 Location for Payment. All rent shall be paid to Landlord at the Address for Payment of Rent or to another person, firm or place which the Landlord may from time to time designate in writing at least forty five (45) days in advance of a rent payment date. All rental payments made fourteen (14) days or later after they are due will be assessed interest at a rate of five percent (5%) per annum.

5: Use of Property

5.1 Tenant's Use of Property. Tenant may construct and operate an antenna tower and equipment enclosure building and related telecommunications equipment on and at the property, as specified in this Lease, in accordance with local rules and governmental regulations.

5.2 Landlord's Use of Property. Subject to the terms of a sublease between the parties, Landlord shall have the right to use the Property and the tower, on a nonprofit basis, to conduct broadcast operations for public health, safety, and other legitimate municipal governmental functions.

6: Tenant's Installation

6.1 Improvements. Tenant may install, subject to compliance with local ordinances and regulations and obtaining any required permits and approvals, an antenna structure, antennae, equipment enclosures, equipment, other personal property, fixtures, cables, transmission lines, and utilities and make the other improvements shown on the site plan dated Feb. 2, 1998 (the "Plans"), a copy of which is attached hereto as Exhibit C. Tenant may from time to time replace any of these items with new or different items with the same or different specifications so long as their installation is otherwise in compliance with this Lease and applicable laws, ordinances and codes and provided that with respect to the antennae tower and equipment enclosure building any replacements therefor shall not exceed the height and width dimensions shown in the Plans unless otherwise approved by Landlord in writing.

6.2 Workmanlike Construction. Tenant agrees that the installation will be completed in a neat, workmanlike manner consistent with good engineering practices. All costs of the installation, including, but not limited to, the cost of extending Landlord's electrical service to Tenant's equipment, will be paid by the Tenant.

6.3 Title to Various Items. Landlord shall, at all times, be the sole and exclusive owner of the Property. The Tenant shall at all times be the sole and exclusive owner of the antenna structure, antennae, equipment enclosures, equipment, other personal property, fixtures, cables, and transmission lines and other improvements installed by Tenant on the Property.

6.4 Ingress and Egress. Tenant and its authorized representatives shall have the right of ingress and egress to and from the Property twenty-four (24) hours a day, seven (7) days a week.

7: Taxes; Insurance; Indemnification

7.1 Taxes. Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property or the Property, excluding any non-exclusive easements.

Tenant shall have the right to contest all taxes, assessments, charges, and impositions. If necessary, upon Tenant's request, Landlord will execute or join in any application necessary to have originals or copies of tax and assessment bills sent to Tenant.

7.2 Insurance, Indemnification and Waiver. Tenant shall carry the following insurance coverage, with insurance carriers reasonably acceptable to Landlord, or provide Landlord with satisfactory evidence that Tenant is adequately self-insured. Insurance limits may be adjusted from time to time by the mutual consent of Landlord and Tenant, but in no instance shall the limits be less than those set forth below. Landlord shall be named as an additional insured on all policies and all policies shall bear an endorsement that Landlord be given thirty (30) days notice of cancellation or any material change in the coverage. At Landlord's request, Tenant shall provide Landlord with proof of insurance annually.

(a) **Workers' Compensation Insurance:** Tenant shall procure and maintain during the life of this Lease, workers' compensation insurance, including employer's liability coverage, in accordance with all applicable statutes of the State of Michigan.

(b) **Commercial General Liability Insurance:** Tenant shall procure and maintain during the life of this Lease, commercial general liability insurance on an "occurrence basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, personal injury and property damage. Coverage shall include the following extensions: (i) contractual liability; (ii) products and completed operation; (iii) independent contractor's coverage; (iv) broad form general liability extensions or equivalents; and (v) deletion of all explosion, collapse and underground exclusions.

(c) **Motor Vehicle Liability Insurance:** Tenant shall procure and maintain, during the life of this Lease, motor vehicle liability insurance, including Michigan no-fault coverages, with limits of liability of not less than \$2,000,000.00 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles.

(d) **Additional Insured:** The commercial general liability and motor vehicle coverage as described in paragraphs 9.2(b) and (c) shall include endorsements stating the following shall be "Additional Insureds": City of Lathrup Village, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

(e) **Indemnification:** Tenant shall indemnify, defend and hold Landlord harmless from and against any claim of liability, loss or expense (including, without limitation, reasonable attorneys' fees) from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Property by Tenant or its agents; excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Landlord or its agents. Landlord shall indemnify, defend and hold Tenant harmless from and against any claim of liability, loss or expense (including, without limitation, reasonable attorneys' fees) from personal injury or property damage resulting from or arising out of any condition of the Leased Property or any use and occupancy of the Leased Property by Landlord or its agents; excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Tenant or its agents. Neither party shall have any obligations under this paragraph unless notified in writing of any such claim or loss within thirty (30) business days of receipt by the other party of notice of such claim or loss.

(f) **Waiver of Subrogation:** Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any other casualties insured against or required to be insured against hereunder (including deductible portions), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, and each party hereby waives any right of subrogation for all or any insurance maintained by either party. Each party shall cause each insurance policy carried by it hereunder to be written in such manner to provide that the insurer waives all right of recovery by way of subrogation against the other party hereunder in connection with any loss or damage covered by such policy.

8: Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

8.1 Title. Landlord possesses a right-of-way interest in the Property which is not subject to any mortgages, liens, encumbrances, easements, or judgments. However, the property may be subject to covenants and restrictions of the subdivision within which the Property is located. Landlord does not have any knowledge of other title exceptions which might take precedence over Tenant's

interest in the Property or impair Landlord's ability to lease the Property to Tenant except for items disclosed in writing to and approved by Tenant.

8.2 **Authority.** Landlord has full authority to execute, deliver, and perform this Lease.

8.3 **Zoning.** The Property is in compliance with applicable zoning laws.

8.4 **Solvency.** Neither Landlord nor, if Landlord is more than one person, any party constituting a part of Landlord, has filed or is contemplating filing (nor has there been filed or threatened to be filed against Landlord or any other party) any action under any state or federal bankruptcy, insolvency or other similar laws. Neither Landlord, nor, if Landlord is more than one person, any party constituting a part of Landlord, is involved in any divorce proceedings. The Property is not involved in any probate proceedings.

8.5 **No Condemnation.** There are no condemnation proceedings threatened or instituted against the property.

8.6 **No Litigation.** There is no litigation or other proceeding pending or threatened affecting title to or the permitted uses of the Property.

8.7 **No Unrecorded Easements or Agreements.** There are no unrecorded easements or agreements affecting the Property.

9: Easements

9.1 **Granted.** For the Term of this Lease, Landlord grants Tenant the Access Easements, Utility Easements and Transmission Line Easements, if any, described in Exhibits A, B or C of this Lease and the Riders to the Memorandum of Lease. Landlord shall maintain the easements so that each is reasonably available for Tenant's intended use. If Landlord is unable to grant or obtain the required easements, then, at Tenant's option, this Lease may be terminated. A termination pursuant to this Section shall not create an obligation on the part of Tenant under the Termination provisions of this Lease.

9.2 **Modifications.** If as of the date of this Lease a Transmission Line Easement, an Access Easement or any necessary separate Utility Easement has not yet been finally located, Landlord agrees that upon the location of the easements, Exhibit A, B or C of this Lease and to the Riders to the Memorandum of Lease shall be amended to include these easements. In addition, if subsequent to the date of this Lease it is determined by Tenant that any Access, Transmission Line or Utility Easement obtained does not or no longer adequately serves the Property and Tenant's use thereof, Landlord shall grant or obtain relocated easements as necessary and Tenant will release any easements which are no longer necessary. If Landlord is unable to grant or obtain any of the necessary easements, or to change the location of any of them as required above, then at Tenant's option this Lease may be terminated. A termination pursuant to this Part shall not create any obligation on the part of Tenant to pay rental pursuant to the Termination part of this Lease.

10: Assignment

The Tenant may sublease or assign this Lease, or any of its rights under this Lease to an affiliate of Tenant. Any other assignment or sublease by Tenant shall be with the prior written consent of Landlord which will not be unreasonably withheld or delayed and upon such assignment Tenant's liability under this Lease shall cease. As used herein, the term affiliate shall mean any parent or subsidiary corporation or other corporate affiliate of the general partner of Tenant or to another partnership having Tenant or any of the foregoing parties as a general or limited partner (each party hereinafter referred to individually as a "Permitted Assignee"), or from any Permitted Assignee to any other Permitted Assignee.

11: Defaults

11.1 **By Tenant.** In the event of default under this Lease by Tenant, Landlord shall be entitled to remedies provided under this Lease and as shall then be provided by Law except that Landlord shall not be entitled to distrain any personal property (including fixtures) on the Property; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default to Tenant and the nature of the default and Tenant shall have thirty (30) days (or, if the default cannot be

cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default and Landlord elects to terminate this Lease, Landlord may do so effective three (3) months following Tenant's receipt of written notice to terminate provided however, that Tenant shall pay 110% of the then current monthly rental during the six (6) month period. The parties acknowledge that the purpose of the six (6) month period is to provide the Tenant sufficient lead time to obtain an alternate acceptable site.

11.2 By Landlord. If Landlord defaults in any of its obligations under this Lease, Tenant shall be entitled to remedies provided under this Lease and as shall then be provided by Law; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Tenant shall give to Landlord written notice of default to Landlord and the nature of the default and Landlord shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Landlord fails to cure a default and Tenant elects to terminate this Lease, Tenant may do so effective three (3) months following Tenant's receipt of written notice to terminate provided, however, that in any instance that Landlord's default shall have resulted in Tenant's loss of any permit or approval required to conduct its broadcast operations at the Property, Tenant may terminate this Lease effective as of the end of the initial or subsequent thirty day cure period specified above.

12: Condemnation

Intentionally deleted.

13: Casualty

In the event the Property is destroyed or damaged in whole or in part by casualty during the term of this Lease and the Property is not repaired and restored within ninety (90) days from the date of casualty, then, at Tenant's option (exercised by notice to Landlord), this Lease may be terminated as of the date of the event and no further rent (other than accrued but unpaid rent) shall be due under the Termination Section or any other Section of this Lease.

14: Quiet Enjoyment

Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person, and Landlord shall perform all of its obligations under this Lease.

15: Subordination, Non-Disturbance and Attornment

15.1 Existing Encumbrances. Tenant recognizes that Landlord has delivered to Tenant documentation sufficient to demonstrate that any interest in the Leased Property held by the County of Oakland, State of Michigan, was reverted to Landlord upon Landlord's incorporation. Landlord shall deliver to Tenant executed originals of non-disturbance and attornment agreements with Tenant in form satisfactory to Tenant, in Tenant's reasonable discretion, from any other existing mortgage holder or other party holding an interest in the Leased Property, other than County of Oakland, State of Michigan, which may take precedence over Tenant's interest in the Leased Property. Failure by the Landlord to deliver any required non-disturbance and attornment agreement, within thirty (30) days of the execution of this Lease, shall entitle Tenant, at Tenant's option, to terminate this Lease at any time thereafter and to obtain a refund of all rent and any other amounts paid to Landlord, and, in any case, Tenant shall have no obligation to pay rent or other amounts under this Lease until Landlord delivers the executed non-disturbance and attornment agreement.

15.2 Subsequent Financing. Tenant shall enter into recordable subordination, non-disturbance and attornment agreements with the holders of any mortgage, trust deed, installment sale contract or other financing instrument dated after the date of this Lease, if the agreements are in form satisfactory to Tenant.

15.3 No Franchise Fee. The Landlord shall at no time, during this Agreement or any extension period thereof, charge or be entitled to any franchise fee of any kind to Tenant, or any other fee, tax, surcharge, cost, obligation or demand of any kind, other than any payments set forth herein, provided the facilities subject to the Lease are utilized only for radio based wireless communication technologies and services.

16: Termination

16.1 By Tenant. In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this Lease: (a) at any time upon thirty (30) days' written notice to Landlord and payment of six (6) months' rental, (b) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's inability to secure necessary zoning and/or governmental approvals for the uses of the Premises specified, or (ii) Tenant's having obtained a soil test which shows building conditions which in Tenant's judgment are unsuitable for Tenant's purposes.

16.2 Removal of Equipment. Upon the expiration of this Lease, or the earlier termination and cancellation of this Lease for any reason, Tenant may remove all of its improvements, antennae, antenna structure, equipment enclosure, other personal property, and fixtures, including but not limited to transmitting and receiving equipment, transmitting and receiving antennae and transmission lines. In addition, Tenant shall remove the antenna structure foundation to one foot below ground level. All such removals shall be completed with ninety (90) days after the effective date of expiration or other termination. Tenant shall pay Landlord the then current monthly rent in advance for each thirty (30) day period, or a portion thereof (to a maximum of three (3) payments), Tenant requires to remove the improvements as requested.

17: Cooperation

Landlord agrees to cooperate with Tenant in any effort by Tenant to secure any governmental permits necessary to use the Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant. During the term of this Lease Landlord shall take no action which adversely affects the uses permitted on the Property.

18: Lease Construction

This Lease shall be construed in accordance with the laws of the State of Michigan. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

19: Entire Binding Understanding; No Oral Modification

All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

20: Successors; Separability

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord.

21: Notices

All notices, requests and other writings required under this Lease (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

22: Estoppel Certificates

During the Term of this Lease, either party shall, upon twenty (20) days' prior written request by the other, deliver to the requesting party a statement in writing certifying that his Lease is unmodified and in full force and effect (or, if modified, in effect as modified and setting forth the modifications and the dates of the modifications), the dates to which rent and other charges have been paid, and stating whether or not, to the knowledge of the party delivering the certificate, the requesting party is in default in performance of any agreement contained in this Lease, and, if so, specifying each default and whether there are any counterclaims.

23: Lease Memorandum

Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute and record, or re-record, a modified Memorandum of Lease or a supplement to the Memorandum of Lease. Tenant shall not be required to pay rent during any period in which Landlord refuses to execute a modification or supplement.

24: Performance

Time is of the essence in this Lease.

25: Broadcast Interference

25.1 Definition. As used in this Lease, "interference" with a broadcasting activity means:

(A) Interference within the meaning of the provisions of recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or

(B) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Property or had any equipment on the Property.

25.2 Removal. Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Property. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees, or agents.

25.3 Subsequent Tenants. Subsequent Tenant's towers shall be located no less than 500 feet from Tenant's tower. Tenant's broadcast activities shall always take precedence over the broadcast activities of any Subsequent Tenant. If Subsequent Tenant's broadcast activities are interfering with Tenant's broadcast activities, Subsequent Tenant shall immediately cease broadcast activities upon notice from Tenant until such time as interference has been removed to the satisfaction of Tenant.

Tenant will make all reasonable efforts to cooperate with, and will negotiate in good faith with, any subsequent tenant approved by Landlord for like broadcast operations at the same location. It is understood and agreed that (1) Tenant does not warrant that any tower constructed by it is structurally capable of supporting the equipment of a subsequent tenant; (2) Tenant shall at all times have placement of its equipment at one hundred (100) feet elevation on any tower constructed on the Leased Property, unless otherwise agreed by Tenant; (3) any equipment of a subsequent tenant shall not be placed within twenty (20) vertical feet of Tenant's equipment; and (4) all costs associated with constructing a replacement tower, including all costs associated with placement of Tenant's equipment on such tower, will be the full responsibility of the subsequent tenant, and Landlord agrees that it will require the recognition of, and acquiescence to, this provision by any subsequent tenant as part of their lease.

26: Environmental Matters

26.1 Definition. For purposes of this Lease, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material defined as in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

26.2 No Hazardous Material. Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located, or disposed of on, under or at the Property or any part thereof of any other real property legally or beneficially owned (or any interest the beneficial interest in which is owned), in whole or in part, by the Landlord, and neither the Property, any part thereof nor any other real property legally or beneficially owned (or any interest or estate which is owned) by the Landlord (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Landlord) has ever been used (whether by the Landlord or, to the best knowledge of the Landlord, by any other person) as a dump site or storage site (whether permanent or temporary) for any Hazardous Material.

26.3 Tenant's Indemnity. Tenant indemnifies the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging, or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law, Michigan Act 307, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to or imposing liability or standards on conduct concerning any Hazardous Material) caused by or in the control of Tenant.

26.4 Landlord's Indemnity. Landlord indemnifies the Tenant and agrees to hold the Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law, Michigan Act 307 or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to or imposing liability or standards on conduct concerning, any Hazardous Material) caused by or in control of the Landlord.

26.5 Survival. The provisions of and undertakings and indemnifications set out in this Section shall survive the termination of this Lease.

27: Arbitration

Any disputes arising under, out of or in connection with, or in any manner related to, this Agreement will be submitted to arbitration, to be conducted in Lathrup Village, Michigan, in accordance with the rules and procedures of the American Arbitration Association, as amended from time to time.

The arbitration panel shall consist of three (3) arbitrators (the "Panel"). Each of the parties to this Agreement shall select one (1) arbitrator and the two (2) arbitrators will select a third. A vote by two (2) of the three (3) arbitrators will constitute a decision by the Panel.

The Panel will have the power and authority to make such decisions and monetary awards as it deems appropriate, including granting damages and costs (including fees and expenses of the Panel and counsel) to the prevailing party, except that the Panel shall not have the authority to award punitive damages, to grant equitable relief, or to alter or modify any of the provisions of this Agreement. In arising at its decisions, the Panel will be free to consider all such matters, facts and principles as the Panel, in its sole discretion, will determine relevant to the dispute.

Any decision and award of the Panel will be final, binding and conclusive upon all the parties, and said decision and award may be entered as a final judgment of any court of competent jurisdiction. It is expressly agreed that arbitration as provided for in this Agreement will be the exclusive means for determination of all matters as provided above, and none of the parties will institute any action or proceeding in any court of law or equity, state, federal or international, other than respecting enforcement of the Panel's award under this provision. The foregoing sentence will be a bona fide defense in any action or proceeding contrary to this provision.

The arbitration procedures, including without limitation, determinations as to which items, if any, can be appealed from arbitration, will be determined in accordance with the laws of the State of Michigan, without giving effect to the principles of conflict of laws of Michigan.

AGREED as of the later of the two dates below:

LANDLORD

The City of Lathrup Village

By: Frank M. Brock Jr.

Name: Frank M. Brock Jr.

Title: Mayor

WITNESSED:

By: Gloria Harris-Ford

Print Name: Gloria Harris-Ford

City Clerk

By: Janine M. Haluska

Print Name: JANINE M. HALUSKA

Date: 2/23/98

TENANT

Detroit SMSA Limited Partnership, a Delaware limited partnership, by its sole general partner, Ameritech Mobile Phone Service of Detroit, Inc., a Delaware corporation

By: Robert J. Leger

Robert J. Leger

Director-Network Design

WITNESSED:

By: Janine Haluska

Print Name: JANINE HALUSKA

By: Amber Johnson

Print Name: AMBER JOHNSON

Date: 3/2/98

LANDLORD'S ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

I, THE UNDERSIGNED, a Notary Public in and for the County, in the State aforesaid, DO HEREBY CERTIFY that Frank M. Brock Jr. is personally known to me to be the Mayor of the City of Lathrup Village, a municipality and body politic organized under the laws of the State of Michigan, and who is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the instrument as his/her free and voluntary act on behalf of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of February, 1998

[Signature]
Notary Public

Oakland County, Michigan

My Commission Expires: 05/04/2000

EXHIBITS
TO
GROUND LEASE AGREEMENT

TABLE OF EXHIBITS:

Exhibit A - Legal Description of Property

Exhibit B - Sketch of the Property

Exhibit C - Site Plan

**LEGAL DESCRIPTION OF LEASED PROPERTY
AND EASEMENTS**

**LEGAL DESCRIPTION
PARCEL "A"**

Part of Sunnybrook Avenue of "Louise Lathrup's California Bungalow Sub. No. 6" of part of the Southwest 1/4 of Section 14, T.1 N., R.10 E., Lathrup Village, Oakland County, Michigan (Liber 41, Page 32 Oakland County Records); commencing at the Southwest corner of Lot 3533; thence S 00°02'30" W, 66.74 feet; thence S 89°57'30" W, 5.48 feet; thence S 00°02'30" E, 12.27 feet to the Point of Beginning; Thence continuing S 00°02'30" E, 20.00 feet; thence S 89°57'30" W, 50.00 feet; thence N 00°02'30" W, 20.00 feet; thence N 89°57'30" E, 50.00 feet to the Point of Beginning, containing 1,000.0 square feet or 0.023 acres and subject to easements and restrictions of record.

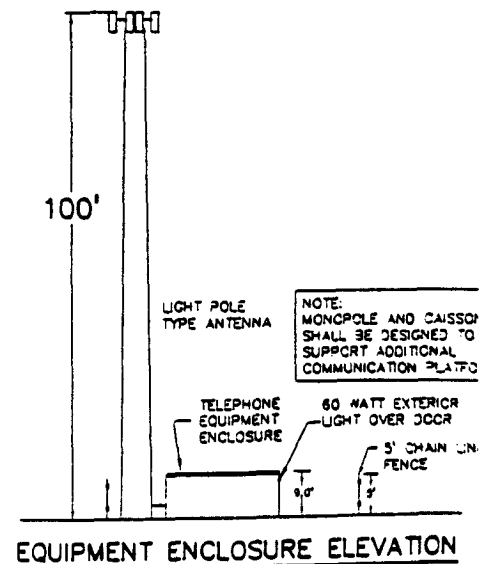
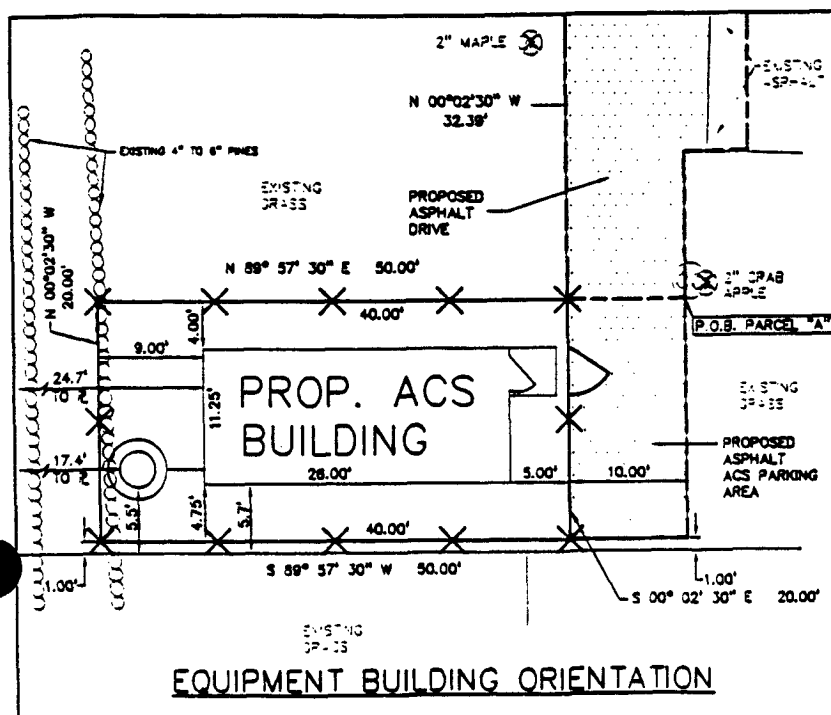
**LEGAL DESCRIPTION
INGRESS/EGRESS EASEMENT**

An Ingress/Egress Easement over part of Sunnybrook Avenue of "Louise Lathrup's California Bungalow Sub. No. 6" of part of the Southwest 1/4 of Section 14, T.1 N., R.10 E., Lathrup Village, Oakland County, Michigan (Liber 41, Page 32 Oakland County Records), commencing at the Southwest corner of Lot 3533; thence S 00°02'30" W, 46.61 feet to the Point of Beginning; Thence continuing S 00°02'30" W, 20.13 feet; thence S 89°57'30" W, 5.48 feet; thence S 00°02'30" E, 12.27 feet; thence S 89°57'30" W, 10.00 feet; thence N 00°02'30" W, 32.39 feet; thence N 89°57'30" E, 15.50 feet to the Point of Beginning

**LEGAL DESCRIPTION
PUBLIC UTILITIES EASEMENT**

A Public Utilities Easement over part of Lot 3534 of "Louise Lathrup's California Bungalow Sub. No. 6" of part of the Southwest 1/4 of Section 14, T.1 N., R.10 E., Lathrup Village, Oakland County, Michigan (Liber 41, Page 32 Oakland County Records), described as the East 10 feet of the West 16 feet of the South 68 feet of said Lot 3534.

Item B.



LEASE AGREEMENT

EXHIBIT C

SITE PLAN

City of Lathrup Village

27400 SOUTHFIELD ROAD • LATHRUP VILLAGE, MICHIGAN 48076 • (248) 557-2600



February 12, 1998

Jeffrey Bremer
city Administrator
City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Re: Revised Ameritech Site Plan

Dear Mr. Bremer:

I have reviewed the revised proposed site plan for the Ameritech Tower as requested and find that it compiles with Ordinance #97-326 requirements.

Sincerely,

A handwritten signature in cursive script, appearing to read "Arthur R. Salatka".

Arthur Salatka
Building Official
City of Lathrup Village

LETTER OF UNDERSTANDING

July 2, 2020

Mr. TR Ahlstrom, _____

Charles River Advisory

Mr. Sam Surnow, President

The Surnow Company

320 Martin Street, 100

Birmingham, MI 48009

Ms. Kelly Garrett, Mayor

The City of Lathrup Village

27400 Southfield Road

Lathrup Village, MI 48076

RE: The shared understanding of the parties to research the costs, benefits, and action items required in the founding and operation of a regional center for classical learning.

To whom it may concern:

We have reached a moment in the life of our country when creative, community-minded individuals and organizations are called upon to improve the life of future generations. The children of Lathrup Village and Metro Detroit deserve an outstanding education in an inspiring setting, and we face the exciting possibility of locating this in a beautiful historic building, in one of the most appealing and well-located communities in our entire region.

The parties of Charles River Advisory (an educational consultancy), The Surnow Company (a real estate developer), and The City of Lathrup Village have come to a shared understanding of the tremendous opportunities afforded by a regional center for classical learning located at the former Annie Lathrup School at 27700 Southfield Road, Lathrup Village, Michigan 48076.

As such, the parties wish to collaborate to research the costs, benefits, and action items required to realize this opportunity (the "research"). Nothing in this letter of understanding shall be construed as legally binding, nor as an obligation to any party. Rather, we are brought together at this time out of shared understanding that this opportunity is truly worth pursuing, and with the hope that our vision will serve to recruit others to this worthy enterprise.

The parties share an understanding that a not-for-profit school entity will be formed, called "Lathrup School," to receive funds such as seed money from corporations, foundations, individual donors, or others, and disburse those funds as needed to conduct the research.

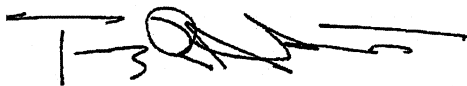
Responsibilities and expectations:

Responsibility for research around the mission, academics, fundraising, and operations of the school is assumed by Charles River Advisory, as experts on these topics. Once seed money is received, Charles River Advisory intends to enter into a contract with the school entity to compensate Charles River Advisory for its services.

Responsibility for research around building and grounds architecture, engineering, zoning, entitlements, building construction, and building operations (utilities, maintenance, real estate tax, and real estate insurance) is assumed by The Surnow Company, as experts on these topics. Per the customs and practice of real estate development, the Surnow Company will not be compensated for its time during the research, but hopes to rent the building to the school entity. If third parties (such as architects or engineers) are needed during the research, the school entity will contract with, and pay those parties.

Responsibility for representing the citizens of Lathrup Village, as well as its businesses, institutions, and visitors, is assumed by the City of Lathrup Village. The City of Lathrup Village will not be compensated for its time during the research, except to the extent that plan reviews and other city services which normally require a fee will be paid by the school entity during research.

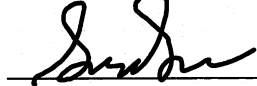
Sincerely,



2 July, 2020

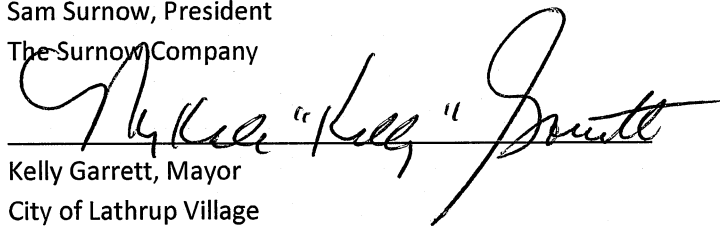
Date: _____

TR Ahlstrom, Managing Partner
Charles River Advisory, LLC



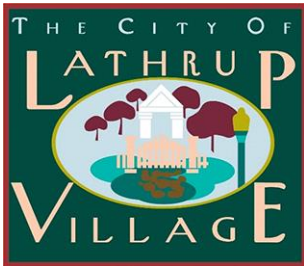
Date: 7/2/2020

Sam Surnow, President
The Surnow Company



Date: 7-9-20

Kelly Garrett, Mayor
City of Lathrup Village



Whereas, the original plan for the Lathrup Village Townsite set the town’s school as the center of its educational, cultural, and social life, and

Whereas, the iconic 1927 schoolhouse was conceived and constructed to be the architectural focal point of the Village, visible from the streets and parks which radiate out from the Town Center, and

Whereas, the beauty of the Village’s design and the quality of the materials and workmanship of its built environment received national acclaim, and

Whereas, almost a century later, the schoolhouse remains the most elegant and impressive building on the long stretch of Southfield Road, and

Whereas, because of its historical significance and architectural splendor, the schoolhouse is listed on the National Register of Historic Places, and is the only remaining structure in the Village so designated, and

Whereas, the schoolhouse has been shuttered for many years, and

Whereas, the citizens of the Village have repeatedly made clear their desire that it be restored to its original high purpose and not demolished or redeveloped as a commercial establishment, and

Whereas, the Surnow Company which owns the schoolhouse has a long and proud history as socially responsible corporate citizen, and

Whereas the George Washington Scholars Endowment has singular experience and expertise in building high-performance classical town schools, and

Whereas, the nucleus of a distinguished Lathrup School Civic Committee has been formed with the intention of restoring the magnificent schoolhouse and reopening the historic Lathrup School, and

Whereas, a growing number of citizens and alumni/ae of The Lathrup School are now stepping forward to support and advance the *Save Our School* campaign, and

Whereas, the new Lathrup School will combine enriched literature-based learning with advanced programs in science, technology, engineering, and mathematics, and

Whereas, the new Lathrup School, while open to students from throughout the region, will give admissions priority to the sons and daughters of the Village, and

Whereas, because nothing is more important than the education of youth, and providing our children with the quality of education they deserve requires community spirit, hard work, and real sacrifice,

Be it therefore resolved, on this _____ day of January 2022, that the Mayor and Members of the Lathrup Village City Council encourage the efforts of all parties and welcome the active participation of citizens, university partners, corporations, foundations, and all who believe in the infinite promise of youth.

Mayor Kelly Garrett _____

Mayor Pro Tem Bruce Kantor _____





A HERITAGE OF GOOD LIVING

Susie Stec
Interim City Administrator
City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076
sstec@lathrupvillage.org
Office: 248.557.2600 x 223

Item D.

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FR: Susie Stec, Interim City Administrator
DA: January 27, 2022

RE: Downtown Development Authority Appointments

The DDA Board is a 9-member board comprised of residents, business owners, and elected officials who volunteer their time to improve the community. By law, a majority of members must be persons having an interest in property located within the DDA district. The members of the Board are appointed by the Mayor, and approved by the City Council, for four-year terms.

Current DDA Board Members are listed below.

Name	Office	Stake in District	Term Ends
Kelly Garrett	Mayor		n/a
Vacant	Secretary	Business	2/1/2026
Shyla Beltur		Business	2/1/2022
Bobbi Lovins		Business	2/1/2024
Bryan Ford		Resident	2/1/2023
Fred Prime	Vice Chair	Resident	2/1/2022
Pam Shermeyer		Resident	2/1/2025
Dan Sugg	Chair	Business	2/1/2022
Mark Watts		Business	2/1/2025

There are 3 seats with terms expiring on 2/1/2022, as well as a vacant seat that was previously held by the City Administrator. The terms for these 4 appointments will expire on 2/1/2026

Applications were received from the following. (*Mayor recommendations)

Dan Sugg (Michigan First Credit Union)*	Charlotte Jones (property owner in the district)*
Fred Prime (resident, outside the district)*	Alex Green IV (property owner in the district)*
Angelique Whidby (resident, outside the district)	

Suggested Motion:

To Appoint to the Downtown Development Authority:

_____ for term ending 2/1/2026
_____ for term ending 2/1/2026
_____ for term ending 2/1/2026
_____ for term ending 2/1/2026



City of Lathrup Village

27400 Southfield Road
Lathrup Village, MI 48076
248-557-2600
www.lathrupvillage.org

APPLICATION FOR COMMITTEES, COMMISSIONS & BOARDS

Date of Application: 11/22/2021

Please check the committee for which you are applying:

- | | |
|--|---|
| ☐ Board of Review | ☐ Lathrup Village Foundation Board |
| ☐ Building Authority | ☐ Recreation Advisory Committee |
| ☒ Downtown Development Authority | ☐ Planning Commission |
| ☐ Historic District Commission | ☐ Other: _____ |

Name: <u>Daniel Sugg</u>			Are you at least 18 years of age? (check one) ☒ Yes ☐ No
Street Address: <u>27000 Evergreen</u>	City: <u>Lathrup Village</u>	State: <u>MI</u>	Zip: <u>48076</u>
Home Phone: <u>734-604-5684 cell</u>		Alt. Phone: <u>work 248-395-4667</u>	
Email: <u>dsugg@michiganfirst.com</u>			

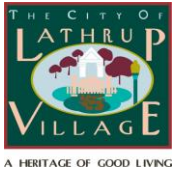
Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

4 years LV DDA

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

home address

9007 Woodlark S. Dr.
Plymouth MI ~~48170~~
48170



City of Lathrup Village

27400 Southfield Road
Lathrup Village, MI 48076
248-557-2600
www.lathrupvillage.org

Item D.

APPLICATION FOR COMMITTEES, COMMISSIONS & BOARDS

Date of Application: December 1, 2021

Please check the committee for which you are applying:

- | | |
|--|---|
| ☐ Board of Review | ☐ Lathrup Village Foundation Board |
| ☐ Building Authority | ☐ Recreation Advisory Committee |
| ☒ Downtown Development Authority | ☐ Planning Commission |
| ☐ Historic District Commission | ☐ Other: _____ |

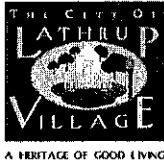
Name: Fred Prime			Are you at least 18 years of age? (check one) ☒ ☐
Street Address: 28066 Sunset	City: Lathrup Village	State: MI	Zip: 48076
Home Phone: 248 894-6982		Alt. Phone: 248 894-6982	
Email: Fort211@yahoo.com			

Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

I have been a public finance professional for over 25-years.
During that time I worked with state and local governments on
financings totaling over \$20B.

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

Current DDA Board member



City of Lathrup Village

27400 Southfield Road
Lathrup Village, MI 48076
248-557-2600
www.lathrupvillage.org

Item D.

APPLICATION FOR COMMITTEES, COMMISSIONS & BOARDS

Date of Application: January 2, 2022

Please check the committee for which you are applying:

- | | |
|--|--|
| ☐ Board of Review | ☐ Historic District Commission |
| ☐ Building Authority | ☐ Lathrup Village Foundation Board |
| ☒ Downtown Development Authority (DDA) | ☐ Marijuana Study Group |
| ☐ DDA – Economic Vitality Committee | ☐ Planning Commission |
| ☐ DDA – Promotions Committee | ☐ Recreation Advisory Committee |
| ☐ DDA – Design Committee | ☒ Other: <u>DDA Board of Directors</u> |

Name: Alex Green IV			
Street Address: 26711 Southfield Rd., Ste. 101	City: Lathrup Village	State: Michigan	Zip: 48076-4544
Home Phone: (248) 424-9688		Alt. Phone: (248) 250-1296	
Email: alex.green.iv@gmail.com			
Are you at least 18 years of age? Check one: Y ☒ N ☐	Are you a registered voter in Lathrup Village? Y ☐ N ☒	Have you been a resident of Lathrup Village for over 1 year? Y ☐ N ☒	

Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

I have been involved in our family business, which has been located at the above-address, since 1996. Our primary business function is the ownership and management of commercial real estate. I have extensive experience reviewing and analyzing city ordinances, interacting with municipal officials, and following local news developments related to city and state projects.

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

I am not a resident of the City of Lathrup Village; however, I spent the years of 1986-1992 living in the city. I also have a vested interest in the policy and decisions made by the DDA as a property owner of two commercial properties on Southfield Rd. in Lathrup.

Alex Green IV

Applicant Signature

January 2, 2022

Date

Return signed & completed application to:

CityClerk@LathrupVillage.org or

Lathrup Village City Clerk, 27400 Southfield Road, Lathrup Village, MI 48076



City of Lathrup Village

27400 Southfield Road
Lathrup Village, MI 48076
248-557-2600
www.lathrupvillage.org

Item D.

APPLICATION FOR COMMITTEES, COMMISSIONS & BOARDS

Date of Application: 20 DECEMBER 2021

Please check the committee for which you are applying:

- | | |
|--|---|
| ☐ Board of Review | ☐ Historic District Commission |
| ☐ Building Authority | ☐ Lathrup Village Foundation Board |
| ☒ Downtown Development Authority (DDA) | ☐ Marijuana Study Group (*new) |
| ☐ DDA – Economic Vitality Committee | ☐ Planning Commission |
| ☐ DDA – Promotions Committee | ☐ Recreation Advisory Committee |
| ☐ DDA – Design Committee | ☐ Streets, Drains & Sidewalks Study Group (*new) |
| | ☐ Other: _____ |

Name: <u>CHARLOTTE MARIE JONES</u>			
Street Address: <u>18411 W 12 mile</u>	City: <u>Lathrup Village</u>	State: <u>MI</u>	Zip: <u>48076</u>
Home Phone: <u>313 204-6259</u>	Alt. Phone: <u>313 574-4352</u>		
Email: <u>charlotte.m.jones08@gmail.com</u>			
Are you at least 18 years of age? Check one: ☒ Y ☐ N	Are you a registered voter in Lathrup Village? ☒ Y ☐ N	Have you been a resident of Lathrup Village for over 1 year? ☒ Y ☐ N	

Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

Sit on the Board of Bridge Network
Bridging ministries to those in various
communities

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

US Army Veteran
Masters of Science in Management
Program Analyst for Program Development
Pastor Charlotte M Jones 20 DEC 21

Applicant Signature

Date

Return completed application to:

Lathrup Village City Clerk, 27400 Southfield Road, Lathrup Village, MI 48076



City of Lathrup Village

27400 Southfield Road
Lathrup Village, MI 48076
248-557-2600
www.lathrupvillage.org

APPLICATION FOR COMMITTEES, COMMISSIONS & BOARDS

Date of Application: January 13, 2022

Please check the committee for which you are applying:

- | | |
|--|--|
| ☐ Board of Review | ☐ Historic District Commission |
| ☐ Building Authority | ☐ Tree Committee |
| ☒ Downtown Development Authority (DDA) | ☐ Marijuana Study Group |
| ☐ DDA – Economic Vitality Committee | ☐ Planning Commission |
| ☐ DDA – Promotions Committee | ☐ Recreation Advisory Committee |
| ☐ DDA – Design Committee | ☐ Other: _____ |

Name: Angelque Whidby			
Street Address: 18185 Wiltshire Blvd	City: Lathrup Village	State: MI	Zip: 48076
Home Phone: 2483129865		Alt. Phone:	
Email: angelquewhidby@rocketmail.com			
Are you at least 18 years of age? Check one: Y ☒ N ☐	Are you a registered voter in Lathrup Village? Y ☒ N ☐	Have you been a resident of Lathrup Village for over 1 year? Y ☐ N ☐	

Please list below any relevant information regarding your past or present employment experience, memberships, or personal experiences as they relate to your being qualified for the item(s) checked above.

I have always been community oriented in the place I live. I believe as a resident of the community you see first hand of the improvements that can take place to help with a better community, a safer community and a community full of events for all diversified individuals. I have volunteered my service for various committess in the UAW for the greater common good of the community +

Please list below any other relevant information that clearly states your qualifications for serving on the committees or boards checked above.

I am currently the Chair for the Greater Metropolitan Board of Realtors Diversity and Inclusion committe. This allowed me to be a part of a committe that helps and make a difference in the community with housing and diversity and inclusion for all.

Angelque Whidby

Applicant Signature

January 13, 2022

Date

Return signed & completed application to:

CityClerk@LathrupVillage.org or

Lathrup Village City Clerk, 27400 Southfield Road, Lathrup Village, MI 48076



A HERITAGE OF GOOD LIVING

Item F.

Susie Stec

Interim City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

sstec@lathrupvillage.org

Office: 248.557.2600 x 223

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Susie Stec, Interim City Administrator

DA: January 27, 2022

RE: Butzel Long invoice

Butzel Long has reduced the original invoice amount from \$28,000 to \$20,000. The city has already paid a \$5,000 retainer which leaves a balance of \$15,000.



Tax ID No 38-2384883

Suite 100 150 West Jefferson
Detroit, Michigan 48226
T: 313 225 7000 F: 313 225 7080
www.butzel.com

October 31, 2021

City of Lathrup Village
Attn Dr. Sheryl Mitchell Theriot
City Administrator
27400 Southfield Road
Lathrup Village, MI 48076

Invoice #: 9447074
Client #: 000160798
Matter #: 0001
Billing Attorney: B G

INVOICE SUMMARY
(Privileged and Confidential Information)

For Professional Services Rendered for the period ending: September 30, 2021.

RE: 2021 Election Law Compliance

Professional Services	\$ 28,339.50
Total Disbursements	<u>\$.00</u>
TOTAL CURRENT INVOICE	\$ 28,339.50

15,000

12/21/81

Ann Arbor Bloomfield Hills Detroit Lansing New York Washington D.C.

A LexMundi Member www.butzel.com

101-101-000-718-000

BUTZEL LONG

Client #: 000160798
 Matter #: 0001

October 31, 2021
 Invoice #: 9447074

PROFESSIONAL SERVICES

Date	Tkpr	Description	Hours
8/25/21	B G	No Charge - Call with Lathrup Village attorney on background, put together team and up date them on issues.	2.00
8/25/21	LFR	No Charge - Confer with team re issues to review and analyze.	.30
8/25/21	SRE	Receipt and review emails from Ms. Gotthelf regarding retention by the City of Lathrup Village for reviewing nominating petitions and Affidavits of Identity the for City Council election; outline opinion letter to the City; conference with Messrs. Richotte and Ronayne regarding researching nominating petitions under Michigan Election Law and the City Charter; conference with Ms. Penn regarding ordering or accessing the Michigan Qualified Voter File (QVF); and research nominating petitions and city counsel elections under Michigan law.	5.80
8/26/21	SRE	Conferences with Ms. Penn regarding communications with the Bureau of Elections (BOE) in accessing the Qualified Voter File (QVF); and research nominating petitions under Michigan law, specifically the BOE guidance on nominating petitions and under MCL 168.542 et seq.	1.70
8/27/21	B G	Various calls and work on getting the Qualified Voter File (QVF) from the Bureau of Elections and Lathrup Village City Clerk office.	.50
8/27/21	KW	Phone calls and emails with Steve Eatherly regarding obtaining QVF, necessary steps in the review of nominating petitions.	.50
8/27/21	SRE	Research nominating petitions under Michigan law and circulate research to other attorneys for their reference; review nominating petitions materials for City Council; multiple conferences with Ms. London regarding Butzel access to the Qualified Voter File (QVF); conferences with Messrs. Richotte and Wilder and Ms. Gotthelf regarding QVF access; and draft opinion letter to the City.	4.00
8/30/21	SRE	Research access to the City Clerk Qualified Voter File (QVF), specifically under MCL 168.491 et seq.; draft email providing the specific information needed from the QVF; review nominating petitions and Affidavits of Identity for City Council; review the Bureau of Election guidance on nominating petitions; and outline opinion letter to the City.	5.00
8/31/21	KW	Review email with recommended approach to evaluate nominating petitions matter.	.20
8/31/21	SRE	Review Lathrup Village City Council candidate nominating petitions and Affidavits of Identity; research City Council structure and seat terms; conference with Mr. Wilder regarding reviewing the Qualified Voter File (QVF); draft email to Mr. Baker scheduling conference with him and Ms. London to discuss reviewing the QVF; and draft opinion letter for the City highlighting nomination petition issues.	4.90

BUTZEL LONG

Client #: 000160798
Matter #: 0001

October 31, 2021
Invoice #: 9447074

Date	Tkpr	Description	Hours
9/01/21	SRE	Schedule and participate in conference with Mr. Baker, Dr. Theriot, and Ms. London regarding the City Qualified Voter File (QVF) information; research compliance with affidavits of intent under Michigan law; and draft opinion letter.	3.90
9/02/21	SRE	Draft and revise opinion letter to City; research requirements for affidavits of identity under Michigan law; review City nominating petitions and affidavits of identity; review and summarize Berry v Garrett, 316 Mich App 37; 890 NW2d 882 (2016) regarding city review of affidavits of identity and possible litigation; and circulate draft opinion letter to Messrs. Wilder and Richotte and Ms. Gotthelf.	6.70
9/03/21	B G	Multiple calls and emails and then review letter and some of the legal basis for the opinion. Call with Scott Baker concerning same. Attend city election meeting and follow up.	2.70
9/03/21	JER	Reviewed draft opinion letter and materials provided by Election Commission in preparation for Commission meeting.	1.50
9/03/21	JER	Attended meeting of the Election Commission to answer questions on opinion letter.	1.00
9/03/21	JER	Post-Commission internal discussions about content of amended opinion letter. Follow-up call with Commissioner Baker re: same.	.50
9/03/21	JER	Worked on draft of amended opinion letter.	2.40
9/03/21	KW	Review and revise draft opinion letter, discussion with Beth Gotthelf, Steve Eatherly, Joe Richotte about the recommendation, phone call with Scott Baker, research prior to and during election commission meeting, discussion post-meeting about issuance of revised opinion letter.	8.00
9/03/21	SRE	Receipt and review many emails regarding issues with candidates' affidavits of identity and missing second copies; review and incorporate revisions from Mr. Wilder to opinion letter; attention to and participate in City Election Commission meeting; conference with Mr. Baker and Ms. Gotthelf; and post-Commission meeting conference with Messrs. Baker, Wilder, and Richotte and Ms. Gotthelf regarding Mr. Ruvulo affidavit of identity and confirmation of names to Oakland County Clerk; and draft amended opinion letter to City.	9.30
9/04/21	JER	Reviewed additional work performed on draft of amended opinion letter. Continued drafting same. Email to Eatherly re: remaining work to be done on draft.	2.30
9/04/21	KW	Discuss follow up plan with Steve Eatherly and Joe Richotte regarding revised opinion letter.	.40
9/04/21	KW	Review and revised amended opinion letter, additional research.	1.20

BUTZEL LONG

Client #: 000160798
Matter #: 0001

October 31, 2021
Invoice #: 9447074

Date	Tkpr	Description	Hours
9/04/21	SRE	Conference with Messrs. Wilder and Richotte regarding revisions to amended opinion letter to City; review and summarize Moore v Genesee Cnty, 2021 WL 2600829 (Mich. Ct. App. 2021) for Mr. Moore affidavit of identity; review Burton-Harris v Wayne Cnty Clerk, 2021 WL 1845800 (2021) regarding city clerk duty to review statements on affidavits of identity; draft response to Mr. Ruvulo failing to include the title of the office sought on his affidavit of identity; review Stumbo v Roe, 332 Mich App 479 (2020) for standard in reviewing affidavits of identity under Michigan Election Law; and research for case showing that candidate cannot rely on statements/advice by city clerk or other election officials.	4.30
9/06/21	B G	Review caselaw. Review and revise opinion letter.	1.50
9/06/21	KW	Additional revisions and review of revised opinion letter to Lathrup Village Election Commissioners.	.50
9/06/21	SRE	Review and incorporate revisions from Ms. Gotthelf and Mr. Wilder to amended opinion letter; prepare and organize exhibits to amended opinion letter; and review Nykoriak v Napoleon, -Mich App-, -NW2d- (2020).	3.50
9/07/21	SRE	Prepare amended opinion letter and referenced exhibits, then circulate to the City Election Commission; and attention to attendance at City Election Commission upcoming meeting regarding amended opinion letter.	1.60
9/08/21	B G	No Charge - Preparation for and attend commission meeting, Then follow up on same in light of comments made during meeting.	1.20
9/08/21	JER	Attended Election Commission meeting to address amended opinion regarding city council candidates eligible for ballot certification.	1.30
9/08/21	JER	No Charge - Teleconferences with Eatherly and Gotthelf after Election Commission meeting.	.50
9/08/21	KW	Debrief phone call with Beth Gotthelf regarding the election commission meeting.	.30
9/08/21	SRE	Prepare for City Election Commission meeting, specifically review amended opinion letter and caselaw discussed; and participate in City Election Commission meeting.	2.50
9/09/21	B G	No Charge - Debriefing call with Scott Baker and Kurt Wilder.	.30
9/12/21	B G	No Charge - Respond to client's inquiry about the notary date being 2 days before the signatory's date.	.20
9/13/21	B G	Comms with client. Review and revise comms concerning notary.	.40
9/13/21	JER	Prepared response to inquiry from City Administrator Theriot re: Candidate Kenez's affidavit of identity. Reviewed, researched, and prepared response to follow-up inquiry from Councilman Kantor.	2.30
9/13/21	KW	Review additional opinion letter concerning question about the date of the notary signature on Ms. Kinez's affidavit.	.30
9/14/21	KW	Additional clarification regarding Ms. Kinez opinion.	.20

TOTAL PROFESSIONAL SERVICES

\$ 28,339.50

BUTZEL LONG

Client #: 000160798
Matter #: 0001

October 31, 2021
Invoice #: 9447074

SUMMARY OF PROFESSIONAL SERVICES

Timekeeper	Hours	Rate	Total
Beth S. Gotthelf	5.10	505.00	2,575.50
Joseph E. Richotte	11.30	440.00	4,972.00
Kurtis T. Wilder	11.60	600.00	6,960.00
Steven R. Eatherly	53.20	260.00	13,832.00
Total	81.20		\$ 28,339.50

TOTAL CURRENT INVOICE

\$ 28,339.50



Tax I.D. No 38-2384883

Suite 100 150 West Jefferson
Detroit, Michigan 48226
T: 313 225 7000 F: 313 225 7080
www.butzel.com

October 31, 2021

City of Lathrup Village
Attn Dr. Sheryl Mitchell Theriot
City Administrator
27400 Southfield Road
Lathrup Village, MI 48076

Invoice #: 9447074
Client #: 000160798
Matter #: 0001
Billing Attorney: B G

REMITTANCE**RE: 2021 Election Law Compliance**

BALANCE DUE CURRENT INVOICE	\$ 28,339.50
------------------------------------	---------------------

All checks should be made payable to:
(Please return this advice with payment.)

Butzel Long
ATTN: Accounts Receivable
201 W. Big Beaver, Suite 1200
Troy, Michigan 48084

For payment by wire or ACH in USD:

Huntington Bank
801 West Big Beaver Road
Troy, MI 48084 (US)
Benefitting: **BUTZEL LONG, P.C.**
Swift Code: **HUNTUS33**
ABA Routing #: **044000024**
Account #: **01382168562**

ABA Routing Number ACH
Credits ONLY: **ACH 072403473**

To pay your bill online via credit card please visit <https://www.butzel.com/payment-portal.html>.

Please reference: Invoice #: 9447074, Client-Matter #: 000160798 - 0001

INVOICES ARE PAYABLE UPON RECEIPT

For your information, the firm stores closed files for seven years, after which they are generally destroyed.

Ann Arbor Bloomfield Hills Detroit Lansing New York Washington D.C.

A LexMundi Member www.butzel.com