



## City Council

Mayor: Chris Emerick  
Mayor Pro-Tem: Sandy Szeliga  
Council: Dan Elliott  
Sean Duffy  
Matt Hildebrand  
City Clerk: Kathy Fiebig  
Interim City Manager: Richard Lewis

City of Evart  
200 S. Main St.  
Evart, MI 49631  
(231) 734-2181

[www.evart.org](http://www.evart.org)

### CITY OF EVART REGULAR COUNCIL MEETING AGENDA Thursday, November 4, 2021 @ 8:00PM

The Regular Council Meeting will be held in the Community Room at the Depot located at 200 S. Main St. Evart, MI 49631

**Before each regular council meeting there will be a standing pre-council work session from 7:30PM to 8:00PM.**

1. Pledge of Allegiance
2. Call to Order: 8:00PM
3. Roll Call
4. Citizens' Comments – *limited to 3-4 minutes per individual*
5. Approval of Agenda
6. Consent Agenda  
*The purpose of the Consent Agenda is to expedite business by grouping non-controversial items together to be dealt with by one Board motion (roll-call vote) without discussion. Any person, whether Board Member, staff or public may ask that item be removed from the Consent Agenda to be placed elsewhere on the regular agenda for discussion. All such requests will be granted.*
  - A. Special Council Minutes – October 23, 2021
  - B. Regular Council Minutes – October 26, 2021
  - C. Vendor's List \$21,974.31
  - D. Budget Amendments
7. Unfinished Business
  - E. Agreement to Sale – Lots 2 & 3 at the Evart Air Industrial Park
8. New Business
  - F. Request to Approve Bid for Sidewalk Repairs cause by 9/7/21 Storm
  - G. T-Mobile Lease – Maintenance and Upgrade
  - H. City Manager Employment Agreement
9. Department/Informational Reports (*No Action Needed*)
  - I. Accounts Payable Report (10/27/2021 – 11/4/2021)
  - J. Payroll Reports (10/27/2021 – 11/4/2021)

- 10. City Attorney Report/Comment**
- 11. City Clerk Report/Comment**
- 12. City Manager Report/Comment**
- 13. Finance Director Report/Comment**
- 14. Department of Public Works Report/Comment**
- 15. Police Department Report/Comment**
- 16. Downtown Development Authority Report/Comment**
- 17. Evert Area Fire Department**
  - K. Fire Board Minutes – October 19, 2021**
- 18. Evert Housing Commission**
- 19. Citizens' Comments – *limited to 3-4 minutes per individual***
- 20. Adjournment**

**CITY OF EVART  
SPECIAL COUNCIL MEETING  
Saturday, October 23, 2021 @ 10:00AM  
Depot, 200 S. Main Street**

Mayor Chris Emerick led the assembly in the Pledge of Allegiance.

Mayor Emerick called the meeting to order at 10:07am.

**Present:** Sean Duffy, Dan Elliott, Mayor Emerick, Sandra Szeliga

**Absent:** Matt Hildebrand

**Present (staff):** Interim City Manager Richard I. Lewis, City Clerk Kathy Fiebig

**Guests:** Jennie Duncan, Vanessa Jones, Roger Elkins, Frank Walsh (Walsh Municipal Services, LLC)

**Citizens' Comments:** none

**Approval of Agenda**

Motion by Mayor Emerick to approve the agenda as presented. Support by Ms. Szeliga. Motion passed with all in favor.

Matt Hildebrand joined the meeting at 10:12am.

**New Business**

**A.** Interview final three candidates for the position of City Manager

1. Yvonne Ridge (10:00am)
2. Katie Beemer (11:00am)
- Lunch break (12:00noon)
3. Pepper Lockhart (1:00pm)

Council interviewed each candidate using a prepared script of questions provided by Walsh Municipal Services (LLC). That questionnaire is attached to these minutes. Each interview lasted approximately one hour, with a one-hour recess for lunch. Following the final interview, council discussed each candidate in depth. No action was taken and the matter will be placed on the agenda for the regular council meeting on October 26, 2021.

**Citizens' Comments:**

**Jennie Duncan:** *Good afternoon. My name is Jennie Duncan and I am the Deputy Treasurer and Deputy Clerk for the City of Ewart. I have worked for the city for eleven- and one-half years. Even though I have only lived inside the city limits for the last three years, I am very active with our community and city residents. This has given me a strong sense of what our residents expect and the type of attention and compassion they need. I am here today to tell you that Pepper Lockhart has precisely those qualities. I have been in the city office the longest and have worked with two city managers. Both had lofty goals which led to numerous projects that are still in progress. I would like our next city manager to help us finish what we have already started. I believe that Pepper is perfectly posed to do just that.*

Pepper joined us a week before the city office closed for the pandemic. We spent countless hours working virtually. Pepper's dedication and patience then were incredible. Being back in the office together for the last six months those same qualities have only strengthened. It is vital to Pepper to have a cohesive team; she values and appreciates our input. The respect she has shown for our city staff is something we have greatly appreciated.

I believe that Pepper has strong leadership qualities in managing the goals she sets for our office staff. She is always willing to hear our city staff and residents then contemplate the best ways to solve problems efficiently and compassionately.

Pepper is an exceptional advocate for helping her staff better themselves. Our city staff will only be as good as our leader, and our team is proficient right now. I credit Pepper for that as she has stepped voluntarily into the leadership gap.

When I think of Pepper and the tremendous amount of work and time she has put into the city and our residents, I think of the following words: loyal, pure, kind, fiscally responsible and realistic. These are all aspects that I believe you, our city's elected representatives, should be seeking.

On a personal note, I have never felt more appreciated and valued as an employee than I have working alongside Pepper Lockhart. Thank you.

**James White**, City Attorney (comment read into the record by Clerk Fiebig): I cannot be at the City Manager interviews on Saturday. However, it is my opinion that in determining the next City Manager, I would recommend that the person hired have a combination of education and practical experience, as well as the people skills to be able to communicate with the people of Evert, as well as others. This is my personal opinion, since I have had a fair amount of experience with City Managers, from a variety of cities, during my career.

**Teresa Swift-Eckert** (comment read into the record by Clerk Fiebig): Madame Mayor, city council members, Mr. Richard Lewis, and Kathy Fiebig: My name is Teresa Swift-Eckert and I am the administrative assistant for the Evert Police Department. I do not live in the city, but I have worked for the city police department for six and one-half years.

I am here today to offer my personal recommendation for Ms. Pepper Lockhart to become our new city manager. At the time that Pepper was hired, I was conducting the pre-employment testing for new hires at city hall. Pepper stood out to me as not only a great choice for the position of finance director but also because she has the charisma of a leader.

My personal opinion is the Pepper is the obvious choice to become the new city manager of Evert. While all of the candidates have stellar qualifications, I believe that Pepper's skill set is one that meets and exceeds the qualifications of the position. Her desire to serve and improve our city has been obvious to me since she became employed with us. Even through the beginning of the pandemic when all administrative staff were working from home, it was obvious that her talent for working in controlled chaos was second to none.

Evert has a relatively small staff compared to other cities our size, and diplomacy is as important here as it is anywhere else. Our leader should not shy away from conflict, and opinions of those involved should not be swept aside based on an employee's rank or position. I feel that it is vital that the new city manager make time for each employee to talk with them and tell them that they are valued. Concerns should be taken seriously, follow up should be timely, and resolutions need to happen. I believe that Pepper has the potential to be that kind of leader. While it is understood that the position of city manager is a tough road to hoe, there is no reason that employees should ever feel shut out, unessential or unappreciated. I have formed these opinions based on over 30 years of working in administration and support positions. When a leader leads by example, their team will feel appreciated and will do more than expected. I have seen these values in Pepper. I believe that she can bring unity to the city staff and hope for a better future for the citizens of Evert. Thank you.

Motion by Mayor Emerick to adjourn. Support by Mr. Hildebrand. Motion passed with all in favor.

The meeting was adjourned at 4:10pm.

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Kathy Fiebig, City Clerk

DRAFT



## CITY OF EVART

CITY MANAGER INTERVIEWS  
SATURDAY, OCTOBER 23, 2021



**Applicant:** \_\_\_\_\_

1. Thank you for joining us today. We are excited to get to know you. Please take a couple of minutes and tell us about yourself both personally and professionally. **(Mayor Emerick)**
2. As a community, we are interested in updating our branding through wayfinding signs. This will include collaborating with the Michigan Department of Transportation (MDOT). Do you have any experience working with MDOT and what steps would you take to bring this project to completion? **(Councilmember Elliott)**
3. What experience do you have in working on a Master Plan? What steps would you take with our Planning Commission, City Council & residents to review and update our Master Plan? **(Councilmember Duffy)**
4. Please share your experience and knowledge of the MEDC's Redevelopment Ready Community and what steps would you take to get Evart certified? **(Mayor Pro Tem Szeliga)**
5. Did you have an opportunity to review the City of Evart's current Budget? If so, what two main points did you take away from the document? **(Councilmember Hildebrand)**
6. One of Evart's main goals is to improve our aging infrastructure. As our City Manager, how would you lead us over the next 3-5 years to accomplish improvements in our water-sewer system? **(Mayor Emerick)**
7. Evart is extremely proud to be the home of some impressive high-tech industry. What experience do you bring in fostering relationships with the business community and other community stakeholders? **(Councilmember Elliott)**
8. Leadership is an important quality of a municipal manager. Please describe the last time you exhibited solid leadership in the workplace or community. **(Councilmember Duffy)**

9. Not unlike most Michigan communities, Ewart has some blight that must be addressed. What steps would you take to eradicate our blight, block by block? **(Mayor Pro Tem Szeliga)**

10. Planning & Zoning are certainly two key areas that Ewart would benefit from with hiring the right City Manager. What experience, if any, do you bring to the city in regards to planning and zoning? **(Councilmember Hildebrand)**

11. The City Council is interested in improving the quality of our sidewalks. Walkability is a critical piece of our future. Are you familiar with the process of special assessments and have you actually worked on a special assessment district? **(Mayor Emerick)**

12. It's been proven that city managers who take the time to volunteer in the community tend to make great leaders. Please share with us your current volunteerism within your community. **(Councilmember Elliott)**

13. Not every decision you make, or project you work on, turns out as planned. Sometimes there is disappointment in the results. Please share the last time you were involved in a decision/project that didn't turn out as planned. **(Councilmember Duffy)**

14. Please tell us the three words that best describe you. **(Mayor Pro Tem Szeliga)**

15. We realize that you are applying to be our next City Manager. However, last night you were elected to a four year term on the Ewart City Council. As a member of the City Council, what are your top two goals for the City in 2022? **(Councilmember Hildebrand)**

16. Now that you have taken the time to get to know our city, what three things would you use if creating a commercial for "Come to Ewart"? **(Mayor Emerick)**

17. It's time to improve Evert. What one thing stands out to you as needing immediate improvement in Evert? What steps would you take to address the issue? **(Councilmember Elliott)**

18. Fast forward one year. It's time for the City Council to evaluate your performance. Please describe today what you hope to accomplish in your first year prior to your performance review. **(Councilmember Duffy)**

19. Mr. Jones has just visited your office and explained that his water was shut off for non payment. He is very angry that he just paid a \$50 penalty to have his water turned back on. Further, Mr. Jones claims he paid his bill and can't believe he went a day without water. After he leaves your office, you determine there was an error and Mr. Jones should not have been turned off. What do you do? **(Mayor Pro Tem Szeliga)**

20. We are ready to wrap things up. Please take the next couple of minutes and share with us why you are the "perfect fit" for Evert. **(Councilmember Hildebrand)**

21. Do you have any questions for us? **(Mayor Emerick)**

**ADDITIONAL NOTES:**



**CITY OF EVART  
REGULAR CITY COUNCIL MEETING  
Tuesday, October 26, 2021 @ 8:00PM  
Community Room at the Depot, 200 S. Main Street**

Mayor Chris Emerick led the assembly in the Pledge of Allegiance.

Mayor Emerick called the meeting to order at 8:00pm.

**Present (via roll call):** Sean Duffy, Dan Elliott, Mayor Emerick, Matt Hildebrand, Sandra Szeliga

**Present (staff):** Interim City Manager Richard Lewis, Finance Director/Treasurer Pepper Lockhart, Director of Public Works Dustin Moma, City Attorney James White, Chief of Police John Beam Jr., Lead Water/Wastewater Operator Patrick Muczynski, Deputy Treasurer/Deputy Clerk Jennie Duncan, City Clerk Kathy Fiebig

**Guests:** Cathie Crew, Dr. Steven Kalesperis, Robb LaPeen, Dr. Steve Herrera

**Citizens' Comments:** none

**Approval of Agenda**

Motion by Mayor Emerick to approve the agenda as presented. Support by Mr. Elliott. Motion passed with all in favor.

**Consent Agenda**

- A. Special Council Minutes – October 4, 2021
- B. Regular Council Minutes – October 5, 2021
- C. Special Council Minutes – October 11, 2021
- D. Vendor's List \$236,473.38
- E. Budget Amendments

Motion by Mayor Emerick to approve the consent agenda as presented. Support by Mr. Hildebrand. Motion passed with all in favor.

**Unfinished Business**

**F. Selection of City Manager**

Mr. Lewis reminded council that they have interviewed three strong candidates, all with different strengths and weaknesses. Mr. Duffy noted that two have no firsthand experience managing a city and suggested that if either of them are offered the position, the city also offer Mr. Lewis a short-term contract to mentor them. Mr. Lewis agreed to consider such an offer if extended. Mr. Duffy has given more thought to staff comments and Pepper's strong interview, and her phenomenal background in finance. He believes that being a manager can be learned and supports Pepper Lockhart. Mr Hildebrand stated that Ms. Lockhart is his preference, although the other candidates did very well. Mayor Emerick believes all candidates are well qualified but felt that Pepper's passion for the city and staff came through strongly. She gives a lot of weight to staff endorsements and supports Ms. Lockhart. Ms. Szeliga feels that given the salary offered, the city should try to get someone with more experience and would like to see the application period reopened. She would like to interview more candidates. Mr. Elliott agreed and added that he thinks the salary range is too low. He would prefer to keep Mr Lewis under contract and bring in another round of candidates. Mr. Lewis said that was not an option and

reminded council that he committed to the interim position through the first week of December. Mayor Emerick stated that Frank Walsh had told council initially that it would be very difficult to lure an experienced city manager, and that proved to be the case. Mr. Hildebrand believes that Mr. Walsh did an excellent job of finding the best candidates available, and that council did their due diligence in choosing the three brought in for interviews. Motion by Mayor Emerick to extend a conditional offer of employment to Pepper Lockhart to serve as Evert City Manager contingent on successful contract negotiations. Support by Mr. Hildebrand. On a roll call vote, Mr. Elliott and Ms. Szeliga voted no. Mr. Duffy, Mayor Emerick and Mr. Hildebrand voted yes. Motion passed.

**G. Proposals of Purchase of Industrial Park Property: Lots 2 and 3**

Mr. Lewis noted that at the last council meeting, he was directed to develop a draft agreement for the sale. He reminded council that a development agreement must be in place before moving forward. He submitted a draft sales agreement with two attached land contract agreements for council's consideration. He mentioned that he has not heard anything further from the interested parties other than an email saying they are still working on this. Mr. White has reviewed the documents and sees no issues, although he would like to see further clarification of "the Act". Mr. Hildebrand stated that it captures everything he wanted to see and is consistent with the other sales agreement the city has executed. Mr. Herrera informed the council that he had submitted a package 30 minutes prior to the meeting that contained everything the city has requested, including proof of finances. Mr. Lewis will review the package and if complete, will place the matter on one of the November meeting agendas. No action taken.

**New Business**

**H. Request to Approve Bid to repair sidewalk at Sixth and Main Street**

Mr. Moma has had difficulty obtaining bids for this project. Custer Construction was the only company that submitted a bid. Due to the safety hazard presented by this damaged sidewalk, he recommended accepting the bid. Ms. Lockhart noted that our insurance company will not approve this claim. Mr. Lewis suggested that Mr. Moma request an additional bid from Custer for all of the sidewalks that were damaged in the September 7 storm. Council agreed that all sidewalk storm repairs should be made this fall if possible. Mr. Moma will submit the additional bid at the next council meeting. Motion by Mr. Hildebrand to approve the bid from Custer Builders to replace the damaged sidewalk at Sixth and Main. Support by Mr. Elliott. Motion passed with all in favor.

**I. Proposal for Professional Services – 5 Mile Road Pump Station Improvements**

Mr. Lewis reminded council that repairs to the pump station were part of the development agreement with Attitude Wellness. He submitted two proposals from OHM Engineering and recommended approval of both. Motion by Mr. Duffy to approve the bids from OHM Engineering for repairs to the 5 Mile Road pump station. Support by Mr. Elliott. Motion passed with all in favor.

**Department/Informational Reports (No Action Needed)**

**J. Accounts Payable Report (10/6/2021 – 10/26/2021)**

**K. Payroll Reports (10/6/2021 – 10/26/2021)**

**City Attorney Report/Comment**

Mr. White continues to work on the trail issue and still has not received the survey. The title company working on the land deeded to 6251 LLC wants proof that CSX Railroad has given up all rights to the property and Mr. White is searching for such documentation. Mr. Lewis noted that he has given an extension on the issue to November 5.

**City Clerk Report/Comment**

Ms. Fiebig reminded council that Cooper Woodcraft will be refinishing the floor at the west end of the Depot during November, which will disrupt traffic for meetings.

**City Manager Report/Comment**

**L. Property Violations – Discussion**

Mr. Lewis remarked that three buildings have been cited for property violations, with one being a public hazard that should be demolished. He is working with the building inspector and Mr. White to address these issues.

**M. Update on Proposals for Planning and Zoning Services**

Three proposals for Planning and Zoning services have been received and Mr. Lewis will set up interviews. At a minimum, he would like one council member and one member of the Planning Commission on the interview team. He hopes to have someone hired by the end of the year.

**Finance Director Report/Comment**

Two high school students are working for the city through a partnership with the school's co-op program and MI Works. One student works with administrative staff and the other with the Department of Public Works. Ms. Lockhart is working on the police union contract which is due in June. She has been working on all of the city's financial accounts now that the audit has been completed. She is getting quotes for employee health insurance in hopes of finding a better rate for city employees.

**N. Finance Director Monthly Report – September 2021**

**Department of Public Works Report/Comment**

To date, 279 residential water meters have been replaced. The process is going well.

**O. Monthly Report – September 2021**

**P. Wildlife Management System at the Airport Property**

**Q. Update on Airport Brush Clearance**

**Police Department Report/Comment**

Chief Beam expects to release Officer Chad Wilson for solo duty on Friday. His training has gone very well.

**R. Monthly Report – September 2021**

**Downtown Development Authority Report/Comment**

Mayor Emerick reported that two individuals will be interviewed next week for the position of director.

**Evert Area Fire Department**

**S. Evert Area Fire Board Minutes/USDA Public Hearing – September 14, 2021**

**T. Evert Area Fire Department Draft Budget 2022-2023**

**Evert Housing Commission**

**U. Evert Housing Commission Minutes – August 17, 2021**

**V. Evert Housing Commission Minutes – September 20, 2021**

Mr. Lewis noted that Mr. Moma has completed the training and passed the exam and is now certified as airport manager. They are working with Sarah Underwood, FAA Engineer, in an effort to get the airport recertified and eligible for federal funding again.

***Citizens' Comments: none***

Motion by Mayor Emerick to adjourn. Support by Mr. Hildebrand. Motion passed with all in favor. The meeting was adjourned at 8:47pm.

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Kathy Fiebig, City Clerk

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 751 VENDOR					
11/04/2021	751	38771	1155	CUSTER BUILDERS	2,440.00
11/04/2021	751	38772	0936	DETROIT SALT COMPANY	6,816.58
11/04/2021	751	38773	1028	EGLE	2,211.59
11/04/2021	751	38774	0312	ETNA SUPPLY	1,041.00
11/04/2021	751	38775	2025	JOHNSON SEPTIC SERVICES	410.50
11/04/2021	751	38776	1119	KUBE PROPANE, LLC	377.52
11/04/2021	751	38777	1973	PALMER'S OUTDOOR POWER EQUIP	98.21
11/04/2021	751	38778	0123	RIETH-RILEY CONSTR CO INC - BR	127.31
11/04/2021	751	38779	2035	SINGLESOURCE	99.10
11/04/2021	751	38780	0903	STANDARD INSURANCE CO.	538.83
11/04/2021	751	38781	1161	STAPLES CREDIT PLAN	246.95
11/04/2021	751	726 (E)	0024	CONSUMERS ENERGY	2,912.12
11/04/2021	751	727 (E)	1784	VERIZON WIRELESS	372.00
11/04/2021	751	728 (A)	1456	AMERICAN SPECIALTY PRODUCTS	551.25
11/04/2021	751	729 (A)	1196	LEWIS, RICHARD	584.64
11/04/2021	751	730 (A)	1169	MICHIGAN MUNICIPAL LEAGUE	230.04
11/04/2021	751	731 (A)	0221	WHITE LAW OFFICE	2,916.67
<b>751 TOTALS:</b>					
Total of 17 Checks:					21,974.31
Less 0 Void Checks:					0.00
<b>Total of 17 Disbursements:</b>					<b>21,974.31</b>

## CONSENT AGENDA REPORT

To: Honorable Mayor Emerick & Council Members  
From: Pepper Lockhart, Finance Director/Treasurer  
Date: October 27, 2021  
Re: Requesting Approval for Budget Amendments

For the Consent Agenda of November 4, 2021

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Background. Several times a year, I will present budget amendments to the city council for approval. Per our approved Resolution 2020-13, "City officials are responsible for the expenditures authorized in the budget and may expend City funds up to, but not to exceed, the total appropriation authorized for each department. City officials may make transfers among the various line items contained in the department appropriations." Prior to any negative general ledger line item, it is best practice to request a budget amendment. Our 2021-2022 budget was approved on May 17, 2021.

Financial Impact. None

Recommendation. Please approve the following budget amendments as stated.

Attachments.

1. Budget Amendment detail report.

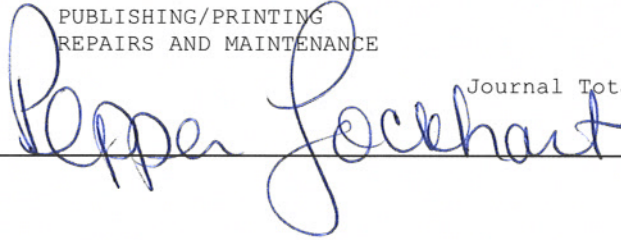
City of Ewart  
JOURNAL ENTRY  
JE: 6194

Post Date: 10/27/2021  
Entry Date: 10/27/2021  
Description: FOR COUNCIL NOVEMBER 4 2021

Entered By: PEPPER  
Journal: BA

GL #	Description	DR	CR
101-172-807.000	MEMBERSHIP AND DUES	450.00	
101-172-860.000	TRAVEL EXPENSES		650.00
101-172-957.000	EDUCATION AND TRAINING	200.00	
203-450-949.000	STREET RESURFACING	2,440.00	
203-453-930.000	REPAIRS AND MAINTENANCE		2,440.00
207-751-801.000	PROFESSIONAL SERVICES		300.00
207-751-921.000	UTILITIES	300.00	
590-537-900.000	PUBLISHING/PRINTING		76.00
590-537-930.000	REPAIRS AND MAINTENANCE	76.00	
	Journal Total:	3,466.00	3,466.00

APPROVED BY: \_\_\_\_\_



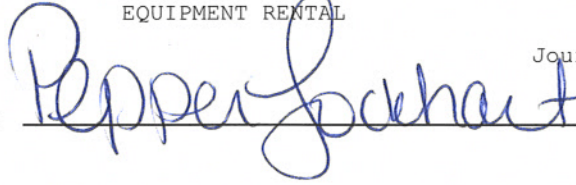
City of Ewart  
JOURNAL ENTRY  
JE: 6208

Post Date: 10/28/2021  
Entry Date: 10/28/2021  
Description: FOR COUNCIL PACKET NOV 4 2021

Entered By: PEPPER  
Journal: BA

GL #	Description	DR	CR
203-451-930.000	REPAIRS AND MAINTENANCE		30.00
203-452-943.000	EQUIPMENT RENTAL	30.00	
	Journal Total:	30.00	30.00

APPROVED BY:



## AGENDA REPORT

To: Honorable Mayor Emerick & Council Members  
From: Richard I. Lewis, Interim City Manager  
Date: October 28, 2021  
Re: Agreement to Sale – Lots #2 & #3 at Evert Air Industrial Park

For the Agenda of November 4, 2021 Regular Meeting

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### Background.

Please find attached the proposed Agreement to Sale of Lot #2 and #3 at the Evert Air Industrial Park. The Agreement is United We Stand Evert LLC, the identity created by Birch Run Wellness Center LLC and Utopian HeRXBs LLC for. Also attached is the information received from the parties regarding their plans. What is not included are the Exhibits, which will be included with the executed agreement.

The Agreement does not authorize the sale of the lots, but does put into motion a Development Agreement to be drafted for further consideration by the City. It also allows the proposed purchasers to undertake their due diligence. There is no set date for when the Development Agreement will be completed.

### Recommendations/Thoughts.

The only item felt not to be total vetted is the financial viability of the proposal for these two lots only. However, financial details and viability are required as a part the Development Agreement and License approvals. So the information will be forthcoming.

If Council feels the information submitted is adequate to proceed to the next step, then a motion to authorize the Mayor and City Clerk to enter into an Agreement to Sale with United We Stand Evert, LLC; with approval as to substance by the Interim City Manager and approval as to form by the City Attorney be approved.



# AGREEMENT OF SALE

## OFFER TO PURCHASE REAL ESTATE

1. **THE UNDERSIGNED**, United We Stand Evert, LLC (Purchaser), hereby offers and agrees to purchase property from the City of Evert, MI (Seller) situated in the City of Evert, County of Osceola, State of Michigan, described as follows:

### **LOT 2, EVART AIR INDUSTRIAL PARK, and LOT 3, EVART AIR INDUSTRIAL PARK**

and to pay therefore the sum of \$415,000.00 for Lot 2 and the assessed value of Lot 3 with said assessment to be undertaken by **Showalter Group, LLC** or other Certified General Real Estate Appraiser, at the time of execution of this Agreement by both parties.

To be made in cash, certified check, or bank money order, upon the following terms and conditions:

2. **TERMS OF PURCHASE:**

This is intended to be a Land Contract sale. A form of the Land Contract to be utilized by the parties is attached as Exhibit A. A Memorandum of the Land Contract, Exhibit B, will also be recorded in the Register of Deeds. Payment will be as follows:

The sum of one-fourth (1/4) of the total sale price of Lots 2 and 3 at the time of closing with three (3) annual payments equal to one-third (1/3) of the remaining balance, plus accrued interest, at the rate of Three to Five (3%-5%) percent, per annum, on the anniversary date of closing. Final interest rate and annual payment dates shall be to be agreed upon no later than thirty (30) days prior to the closing and incorporated into said closing documents.

The Purchaser retains the option of paying the entire sale price at the time of closing but shall give Seller notice thirty (30) days prior to closing.

3. **TIME OF CLOSING:**

Closing on sale shall not take place until after a Development Agreement has been completed and approved by the Purchaser and City of Evert.

Seller acknowledges that the purchase of Lots 2 and 3 are part of proposed larger development anticipated by the Purchaser and the Purchaser desires to purchase Lots 4, 6, 7, and 8 at a future date. Seller is willing to sell Lots 4, 6, 7, and 8, in total or in phases and if available, under the same terms as the sale of Lots 2 and 3.

Given the above, the Development Agreement shall include but is not limited to the following:

Affidavit that the Purchaser has researched and accepted the City of Evert Code of Ordinances, Chapter 8-Businesses, Article III-Marihuana Facilities and Chapter 44-Zoning, Article IV-Special Land Uses, Section 44-145 Marihuana. Said ordinances may be amended prior to closing and such amendments will be provided to the Purchaser.

Documentation that Purchaser has the financial resource to complete the purchase and development of Lots 2 and 3.

Detail site plan including building designs and/or modifications for Lot 2 and 3.

An estimation of the water and sewer use, including the possibility of advancement of funds by Purchaser for increased costs of maintenance to Seller's water and wastewater systems.

Estimation of construction completion and operational startup.

It shall be included in the Development Agreement that the same documentation listed above will be required for future lot sales and development.

#### **4. TITLE:**

Seller agrees to provide Buyer a marketable title. Seller to provide Buyer Title Insurance, at Buyer's expense. The title insurance shall be done by **Bell Title of Evert**. If objection to the title is made, based upon a written opinion of Purchaser's attorney, that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date so notified in writing of the defects claimed to remedy the title defects or to obtain title insurance, specifically insuring against the defects in question. If the Seller remedies the claimed defects or obtains the appropriate commitment for title insurance within the time specified, the Purchaser agrees to complete the sale. In the event the Seller is unable to remedy the defect to title, the Purchaser may accept the title as is or cancel the agreement, in which case the deposit shall be refunded.

#### **5. PRORATION OF TAXES, ASSESSMENTS:**

Lot 2 is under lease to a private party and thus taxable. The Purchaser agrees to the proration of property taxes at the time of sale.

Lot 3 is currently tax exempt, since Seller is a municipal corporation.

#### **6. POSSESSION:**

The Seller shall deliver, and the Purchaser shall accept, possession of said property no later than date of closing. As Lot 2 is currently under lease, the Seller will use its best efforts to allow access onto the property for the purpose of inspection and planning. Purchaser has permission to go onto Lot 3 for the purpose of inspection and planning purposes but may not make any disturbance of the property without express permission of the Seller.

**7. INSPECTIONS:**

At the time of closing, Purchaser will have inspected the properties and agrees to take the properties "AS IS".

**8. PURCHASER DEFAULT:**

In the event of a default by the Purchaser hereunder, the Seller may, at their option, demand and be entitled to enforce a termination of this agreement.

**9. SELLER DEFAULT:**

In the event of a default by the Seller hereunder, the Purchaser may at their option elect to enforce the terms hereof or demand and be entitled to a termination of this agreement.

**10. PARTIES:**

The pronouns and relative words, if used herein, are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, personal representative, administrators, executors, assigns and successors of the respective parties.

**11. ADDITIONAL CONDITIONS, IF ANY:**

Purchaser shall pay all closing cost.

Seller has a third-party month-to-month lease on Lot 2, Exhibit C, and must provide a ninety (90) day notice to terminate the lease. Purchaser agrees to co-operate with Seller in honoring the lease terms or may desire to have the lease assigned.

United We Stand Ewart, LLC

\_\_\_\_\_  
BY: Robb Michael LaPeen  
Authorized Signatory

Dated: \_\_\_\_\_

Address: 7373 N Seymour Rd  
Flushing, MI 48433  
Phone: (810) 247-6125

**ACCEPTANCE OF OFFER**

The foregoing is hereby accepted, and the seller agrees to sell said premises upon the terms stated.

CITY OF EVART, MI

\_\_\_\_\_  
BY: Chris Emerick, Mayor

\_\_\_\_\_  
BY: Kathy Fiebig, City Clerk

Dated: \_\_\_\_\_

Address: 200 S. Main St.  
Ewart, MI 49631  
Phone: (231) 734-2181

Approved as to substance: \_\_\_\_\_  
Richard I. Lewis  
Interim City Manager

Approved as to form: \_\_\_\_\_  
Jim White  
City Attorney

October 26, 2021

To: City Council Members  
Ewart, MI

From: Robb LaPeen and Dr. Steven Kalesperis

RE: Acquisition of Subject Property from City of Ewart for Ewart Industrial Park Campus Project

**Robb LaPeen**

- 54-year resident of mid-Michigan
- Hemp and cannabis farm owner
- Successful businessman in Cannabis and Hemp Industry for 15 years
- Cannabinoids saved his life

**Dr. Steven Kalesperis, D.O.**

- Resident of Ewart
- U.S. Navy Flight Surgeon
- Thirty plus years in pain management
- 80-acre Hemp farm
- To minimize opioid abuse and dependence for pain, conducted research involving Cannabis THC/CBD trials to standardize dosing levels for appropriate proportioning of THC, CBD, and cannabinoid Terpenes.
- Plans to continue and expand such studies with the proposed Ewart Industrial Park Campus Project.

**Dr. Steve Herrera**

- Founder and Owner of InnerSol, Inc., a business consulting firm and an expert in the cannabis and hemp industries.
- Director of four hospitals specializing in mental health, the largest of which had 400 employees.

**Brad Zerbe**

- Assists Dr. Herrera
- Coauthored three winning Cannabis licensing applications.
- One application graded third out of some 500 total applications, and twenty-five licenses were awarded.
- Experienced grant writer starting in 1985.
- Loan consultant and former loan auditor for a major bank.

**Overview of Project Timeline Implementation**

**Stage #1 – up to 90 days**

- Obtain City Approval
  - Current tenant – soft landing
-

- Obtain Extension on Existing License
- Apply for four additional types of licenses
- Build out plan for other properties

**Stage #2 – up to 90 days – can happen simultaneously with Stage #1**

- Stamped engineered drawings
- Site pad approval
- Obtain approvals for cannabis grow and processing

**Stage #3 – Construction Period and Project Costs\***

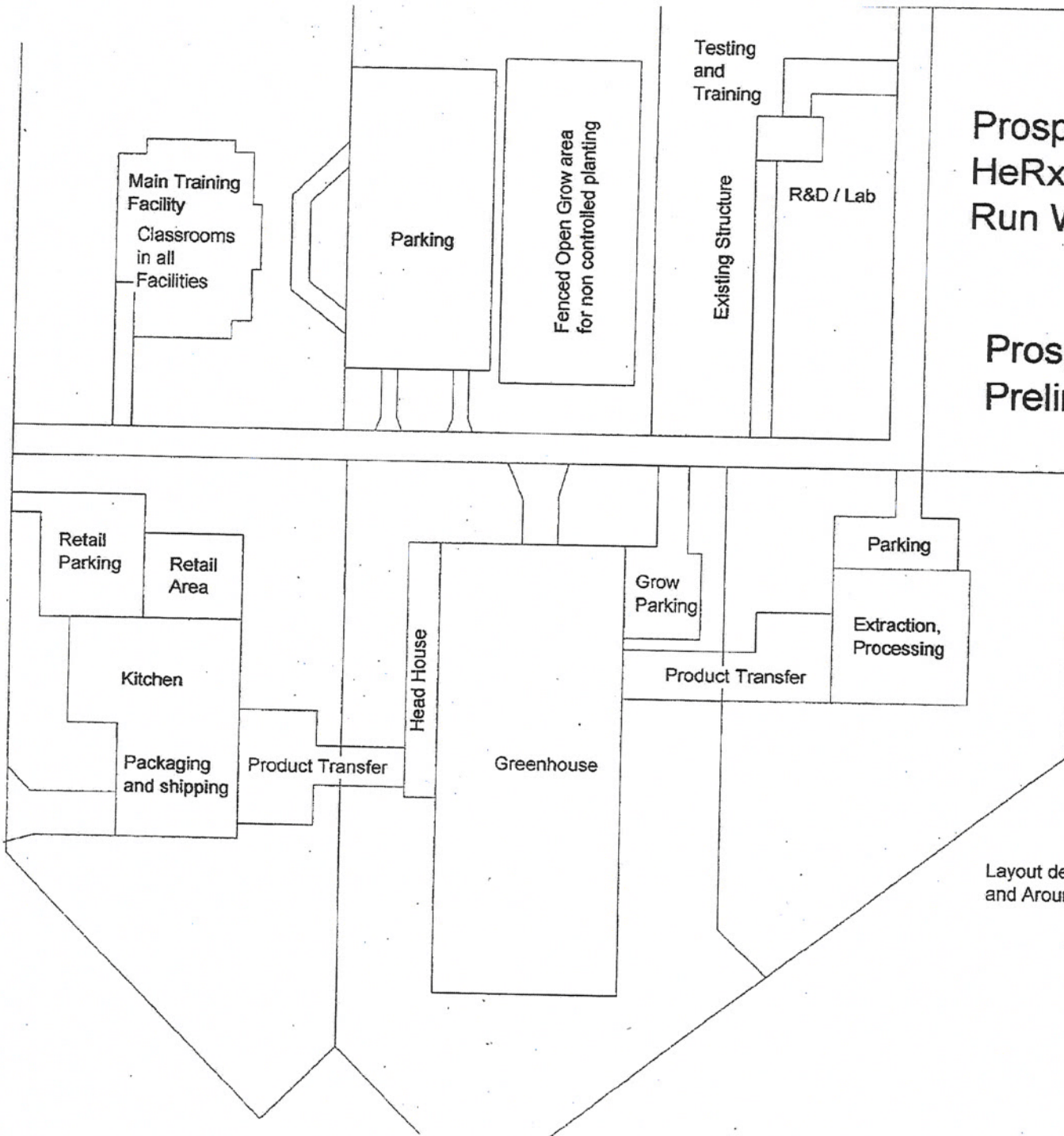
Phase A of Construction Period is \$600,000 – build out to do 500 plants – 90 days from end of Stage #2  
Phase B of Construction Period is \$1,000,000 – build out to do an additional 2,000 plants for a total of 2,500 begins at the end of Phase A Construction (180 total days into project) and to be completed within 90 days (day 270).

**Benefits to the Ewart, MI Community**

- Increased tax revenue
- New jobs
- Job training program in a rapidly growing industry
- Health benefits from medical cannabis in an area of Michigan where medical licenses are being given up or discontinued

**Water and Sewer Use\***

- For 500 plants in the initial phase up to 200 gallons per day with three employees
- For next phase 2,000 plants up to 1,000 gallons per day with seven employees



Prospective for: Utopian  
 HeRxBs LLC / Birch  
 Run Wellness LLC

Prospective Development  
 Preliminary Layout

Lots 3,4,6,7,8 Evert  
 Air Industrial Park  
 and Renovation of  
 existing structure  
 on North Industrial  
 Dr.

Note; See Preliminary  
 renderings of Main training  
 facility

Layout design by; Birch run wellness  
 and Around 2 it Services Inc

**Affidavit**

STATE OF MICHIGAN  
COUNTY OF OSCEOLA-COUNTY

*genesee pt*

The undersigned, ROBB LAPEEN, being duly sworn, hereby deposes and says:

1. I am over the age of 18 and am a resident of the State of Michigan. I have personal knowledge of the facts herein, and, if called as a witness, could testify completely thereto.
2. I suffer no legal disabilities and have personal knowledge of the facts set forth below.
3. Affidavit that the Purchaser has researched and accepted the City of Ewart Marihuana Facilities Licensing and Regulations as outlined in Ordinance No. 2019-09, amended by Ordinance 2020-04 and Ordinance 2020-6, and other amendments that may occur prior to closing.

Affidavit that the Purchaser has researched and accepted the City of Ewart Zoning Ordinances Section 8 Business Article III. – Marihuana Facilities

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.

Executed this 26 day of October, 2021.

*Robb LaPeen*

Robb LaPeen



**NOTARY ACKNOWLEDGMENT**

STATE OF MICHIGAN, COUNTY OF <sup>Genesee</sup> ~~OSCEOLA~~ COUNTY, ss:

The foregoing instrument was acknowledged before me this 21 day of October, 2021, by Robb LaPeen, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

Genesa M. Payson

Signature of person taking acknowledgment

Notary Genesee Co.

Title or rank

exp 07-04-2028

Serial number, if any

**Affidavit**

STATE OF MICHIGAN  
COUNTY OF OSCEOLA COUNTY

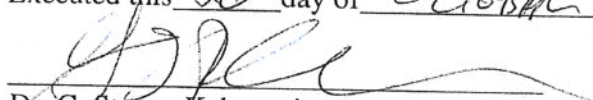
The undersigned, Dr. G. Steven Kalesperis, being duly sworn, hereby deposes and says:

1. I am over the age of 18 and am a resident of the State of Michigan. I have personal knowledge of the facts herein, and, if called as a witness, could testify completely thereto.
2. I suffer no legal disabilities and have personal knowledge of the facts set forth below.
3. Affidavit that the Purchaser has researched and accepted the City of Evert Marihuana Facilities Licensing and Regulations as outlined in Ordinance No. 2019-09, amended by Ordinance 2020-04 and Ordinance 2020-6, and other amendments that may occur prior to closing.

Affidavit that the Purchaser has researched and accepted the City of Evert Zoning Ordinances Section 8 Business Article III. – Marihuana Facilities

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.

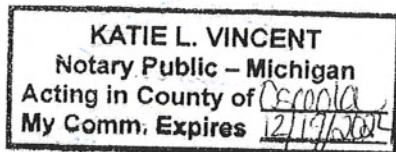
Executed this 26 day of OCTOBER, 2021.

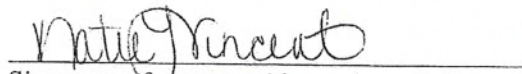
  
Dr. G. Steven Kalesperis

**NOTARY ACKNOWLEDGMENT**

STATE OF MICHIGAN, COUNTY OF OSCEOLA COUNTY, ss:

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2021, by G. Steven Kalesperis, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.



  
Signature of person taking acknowledgment

\_\_\_\_\_  
Title or rank

\_\_\_\_\_  
Serial number, if any

**Utopian HeRxBs, LLC**  
CEO: G. Steven Kalesperis DO, JD  
10790 E. Bierri Rd.  
Ewart, MI 49631

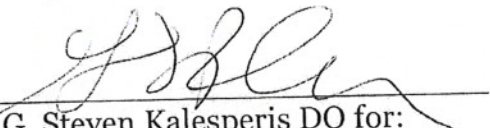
October 26, 2021

To whom this may concern/City Manager-City of Ewart, Michigan 49631:

This letter is to confirm various investment transactions between Dr. G. Steven Kalesperis D.O. and Tangible Assets LLC/Dale Krueger of 2901 Ross Ct, Midland, MI 48640.

Precious collectible metals, shares of stock in Elon Musk's Space-X, and shares in Green Towers LLC are currently held in trust by Dale Krueger CEO of Tangible Assets LLC having a current monetary value that now totals \$500,000.

Upon sale of said holdings, currently held under the name of either Dale Krueger and/or Tangible Assets, said sums are to be transferred to Dr. G. Steven Kalesperis and can be made available for the improvements required for the building on Lot 2 that is among the intended sites for purchase, and will be used by Utopian HeRxBs, LLC as a grow facility.

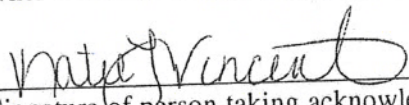
  
G. Steven Kalesperis DO for:  
Utopian HeRxBs LLC

10/26/2021  
Date

**NOTARY ACKNOWLEDGMENT**

STATE OF MICHIGAN, COUNTY OF OSCEOLA COUNTY, ss:

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2021, by G. Steven Kalesperis, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

  
Signature of person taking acknowledgment

**KATIE L. VINCENT**  
Notary Public - Michigan  
Acting in County of Osceola  
My Comm. Expires 12/19/2024

Title or rank

Serial number, if any

October 25, 2025

Members of the Council and City Manager  
5814 100th Ave  
Ewart, MI 49631

Dear Members of the Ewart City Council and Your City Manager:

I am Greg Hacias, a current \$200,000 investor with Robb LaPeen on another business enterprise in the same industry as this proposed project. His fifteen-year experience in the industry is well known in Central Michigan and beyond.

This serves to state that I am a participant in the Ewart, Michigan real estate purchase agreement before the council this evening.

My current financial assets include the following:

\$400,000 in stock and bond mutual funds

\$200,000 equity in my home valued at \$550,000

\$350,000 in time shares with Westin (now merged with Marriott) in Maui and St. John's

**\$950,000 Total Net Worth**

With much appreciation for the Ewart Council's consideration on this matter,



Greg Hacias – aka “Coach”

26351 Harbour Pointe Drive North  
Harrison Township, MI 48045

---

Date of this notice: 10-25-2021

Employer Identification Number:  
87-3246342

Form: SS-4

Number of this notice: CP 575 A

UNITED WE STAND EVART  
7373 N SEYMOUR RD  
FLUSHING, MI 48433

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-3246342. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at [www.irs.gov](http://www.irs.gov) for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is UNIT. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575A

10-25-2021 UNIT B 9999999999 SS-4

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call  
( ) -

DATE OF THIS NOTICE: 10-25-2021  
EMPLOYER IDENTIFICATION NUMBER: 87-3246342  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
██

UNITED WE STAND EVART  
7373 N SEYMOUR RD  
FLUSHING, MI 48433

## AGENDA REPORT

To: Honorable Mayor Emerick & Council Members  
From: Dustin Moma, Director of Public Works  
Date: November 4, 2021  
Re: Request to approve bid for sidewalk repairs caused by 9/7/2021 storm

For the Agenda of November 4, 2021

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Background: The storm that occurred on September 7, 2021 caused significant damage to sections of the sidewalk throughout the city from uprooted trees that need to be repaired.

Issues & Questions Specified: I have walked the areas in question with Jim Custer of Custer Builders and have determined there is a total of 260 square feet of sidewalk in need of repair.

Alternatives: Do nothing.

Financial Impact: If approved, the cost to remove and replace 260 sf would breakdown as follows:

Demo and removal – 260 sf x \$40.00/ft = \$10,400.00

Prep and replace – 260 sf x \$50.00/ft = \$13,000.00

Total estimated cost for removal and replacement: \$23,400.00

Sidewalk locations include River St., Main St., Pine St., Hemlock St., Second St., and Third St.

Recommendation: Accept Custer Builders' quote so that we can move forward with this project and get it completed before winter sets in.

Attachments:

Quote from Custer Builders



# Custer Builders Quote.

Sheet1

City of Ewart  
side walk repair

demo	\$10,400.00
replace	\$13,000.00
total cost	\$23,400.00

## AGENDA REPORT

To: Honorable Mayor Emerick & Council Members  
From: Pepper Lockhart, Finance Director/ Treasurer  
Date: October 27, 2021  
Re: T- Mobile Maintenance and Upgrade

For the Agenda of November 4, 2021

---

Background. The original T-Mobile lease was signed on March 20, 2013. The agreement states that the lease is effective in five-year terms. It can be automatically extended for five successive terms. Minor changes for equipment upgrades can be made without approval but major changes will need a detailed proposal to the city for written approval. A modified agreement was signed on December 2, 2015, with amendments to install three panel antennas at the top of the tower. T-Mobile has worked with SUEZ, who maintains our water towers, to make sure all qualifications will be met. You will see SUEZ engineers have made notes in items 1 through 5 on the consent form.

Issues & Questions Specified. According to the contract T- Mobile will plan with city staff to be allowed access to complete the work.

Alternatives.

1. Do nothing which could impact our Lease with them. T- Mobile has the right to replace equipment to maintain reception. The current lease provides revenue of \$1,200 monthly to the water fund.

Financial Impact. The upgrades will be at the expense of T-Mobile and no expense to the city.

Recommendation. It is my recommendation to allow T-Mobile to make the upgrades needed to maintain the contract we have. I can provide you the water tower analysis done by Dixon Engineering if you would like.

Attachments.

1. T-Mobile Consent Form
2. SUEZ review and notes.
3. T- Mobile Lease 2013 & Amendment 2015

October 19, 2021

City of Ewart  
Pepper Lockhart, City Director/Treasurer  
5814 100<sup>th</sup> Avenue  
Ewart, MI 49631

Re: Tower Space Lease dated March 20, 2013 ("Lease")

T-Mobile Site: MT04674B  
Site location: 994 N. Main Street, Ewart, Michigan 49631

Dear Ms. Lockhart:

Section 2 of the Lease authorizes T-Mobile to use its premises for the operation and maintenance of its wireless communications facility. We value our landlords and want to keep you informed of our maintenance and upgrades on the antenna facilities installed on your property.

Please be aware that T-Mobile will perform upgrade work on its communications facility within the next few months. T-Mobile will make access arrangements with you in accordance with the Lease, and will obtain the necessary permits to complete its upgrade. The work will include **removing three (3) antennas and replacing them with six (6) antennas, adding three (3) remote radio units, and adding, removing, and replacing equipment on T-Mobile's existing equipment platform.**

While the work entails the replacement of existing equipment and antennas, it is not very different from routine maintenance work. The work will be performed in compliance with the non-interference requirements of our Lease and with all applicable laws and regulations. Please review the attached structural analysis performed by Dixon Engineering, and the attached construction drawings created by David Lindsey Dow Architects Inc (as reviewed/redlined by Suez Utility Service Co., Inc.).

Suez Utility Service Co., Inc., which maintains the water tank at the site, reviewed our engineering and architectural materials and made the following five notes:

- 1) **All damaged coatings shall be repaired and match existing coating system.**
- 2) **All coax cables shall be dyed in white weather resistant coating.**
- 3) **Carrier will replace all damaged antenna supports.**
- 4) **All electrical equipment shall be grounded directly to the grounding ring.**
- 5) **Mounting connections must be welded (see page S3 of the construction drawings).**

As part of this request for consent, T-Mobile agrees to meet these five conditions as part of its installation.

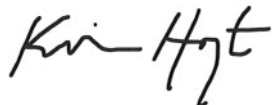
Please sign the acknowledgement below, scan, and return to Kevin Hoyt via email at [hoytk@catalystns.com](mailto:hoytk@catalystns.com). Please call (312-709-2213) or email Kevin with any questions.

T-Mobile

---

T-Mobile Central LLC  
28505 Schoolcraft Road  
Livonia, MI 48150

Sincerely,



Kevin Hoyt  
T-Mobile Project Manager (Contractor)

Agreed: City of Ewart

---

Name/Title

---

Date

**REVIEWED**  
9/30/2021



UTILITY SERVICE CO., INC.

These drawings and related documents were reviewed for conformance with the minimum guidelines established by SUEZ Advanced Solutions / Utility Service Co., Inc. for installation of communication equipment on water storage tanks and related infrastructure managed by Utility Service Co., Inc. only. The submitting entity and Engineer of Record for the project are responsible for ensuring all related work and activities are in compliance with applicable design standards and industry codes.

SCOPE OF WORK: GROUND MOUNTED EQUIPMENT, AND CABLES TO AN EXISTING UNMANNED FACILITY.

**ARCHITECT INFORMATION**

ARCHITECT: DAVID LINDSEY DOW ARCHITECTS, INC.  
30150 TELEGRAPH RD, STE 114  
BINGHAM FARMS, MI 48025  
CONTACT: DAVID L. DOW  
PHONE: 248.723.8516

**APPLICANT INFORMATION**

APPLICANT: T-MOBILE  
28505 SCHOOLCRAFT RD, BLDG. 6  
LIVONIA, MI 48150  
CONTACT:  
PHONE:

**SITE ACQUISITION INFORMATION**

SITE AQ.: CATALYST NETWORK SERVICES, LLC  
3909 N. SEELEY AVE.  
CHICAGO, ILLINOIS 60618  
CONTACT:  
PHONE:

**INSTALLATION SPECIFICATIONS NOTE**

REFER TO CURRENT T-MOBILE CONSTRUCTION SPECIFICATIONS MANUAL FOR CURRENT INSTALLATION STANDARDS

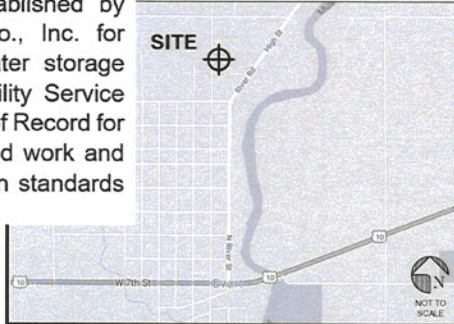
**DO NOT SCALE DRAWINGS**

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

**DRAWING INDEX**

SHEET	SHEET TITLE
T-1	TITLE SHEET & SITE PLAN
	...TING & PROPOSED EQUIPMENT PLANS
	...TING & PROPOSED ANTENNA PLANS
	...CTURAL DRAWINGS
	...CTURAL DRAWINGS
	...CTURAL DRAWINGS

**LOCATION MAP**

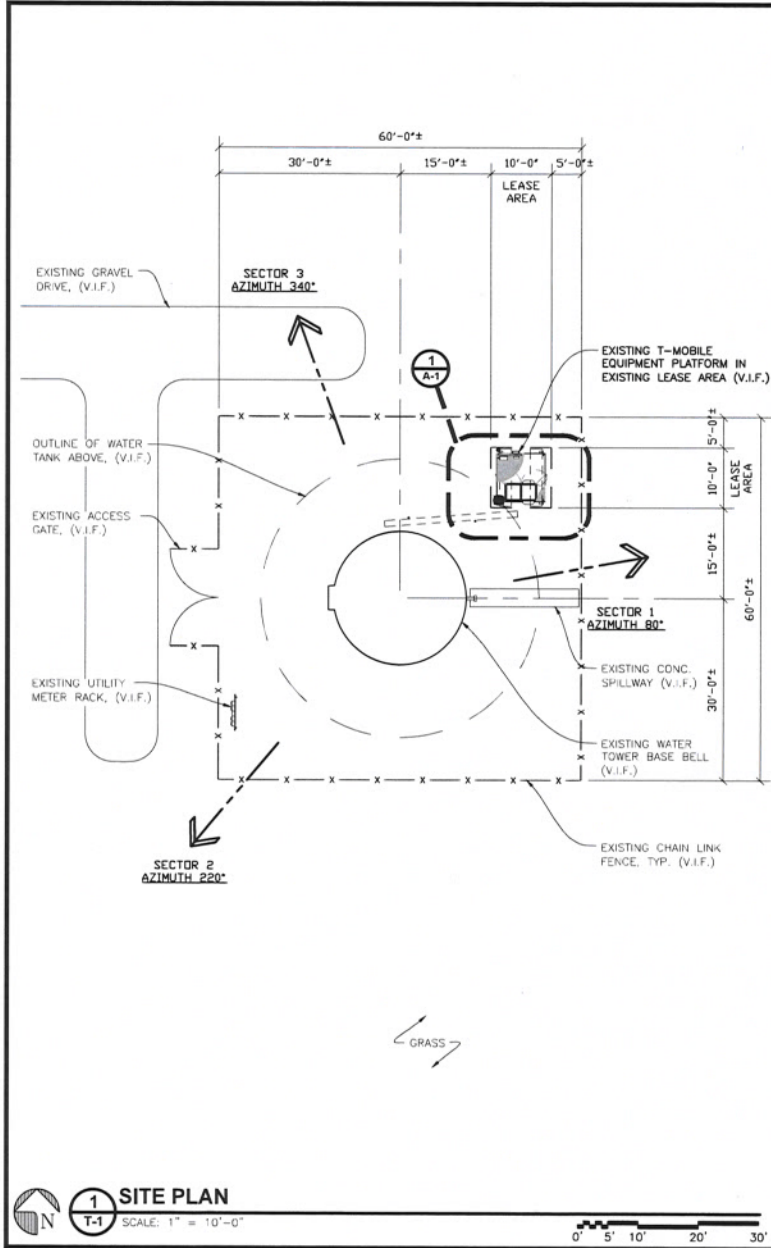


**ENGINEER INFORMATION**

STRUCTURAL ENGINEER: DIXON ENGINEERING INC.  
1104 3RD AVE.  
LAKE ODESSA, MI 48849  
CONTACT: CHRIS KREINER  
PHONE: 616.374.3221  
ENGINEER:  
CONTACT:  
PHONE:

**CODE COMPLIANCE**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT ADOPTED EDITIONS OF ALL FEDERAL AND LOCAL CODES AND ORDINANCES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.  
MICHIGAN BUILDING CODE: CURRENT ADOPTED EDITION  
NATIONAL ELECTRIC CODE: CURRENT ADOPTED EDITION  
MBC USE GROUP: U  
MBC CONSTRUCTION TYPE: 1B



**T-Mobile**  
28505 SCHOOLCRAFT  
BUILDING 6  
LIVONIA, MI 48150  
TEL: (734) 444-0190

**DAVID LINDSEY DOW ARCHITECTS INC.**  
30150 TELEGRAPH ROAD, SUITE 114  
BINGHAM FARMS, MI 48025  
TEL: (248) 723-8516

**Catalyst NETWORK SERVICES**  
3909 N. SEELEY AVE.  
CHICAGO, IL 60618

CHECKED BY: DLD

**REVISIONS**

REV	DATE	DESCRIPTION	BY
0	09MAY21	FINAL CDS	NB
B	28APR21	PRELIMINARY CDS	NB
A	12MAR21	PRELIMINARY LAYOUT	NB

Professional Engineer Seal for David Lindsey Dow, State of Michigan, License No. 131026235.

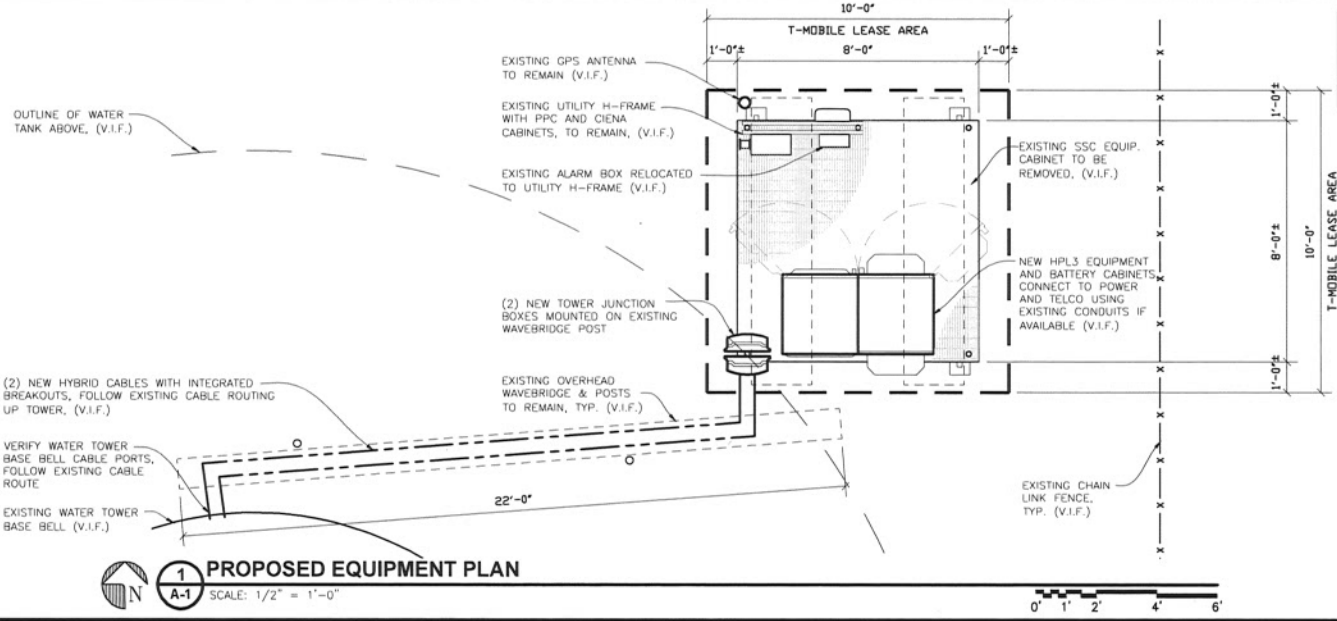
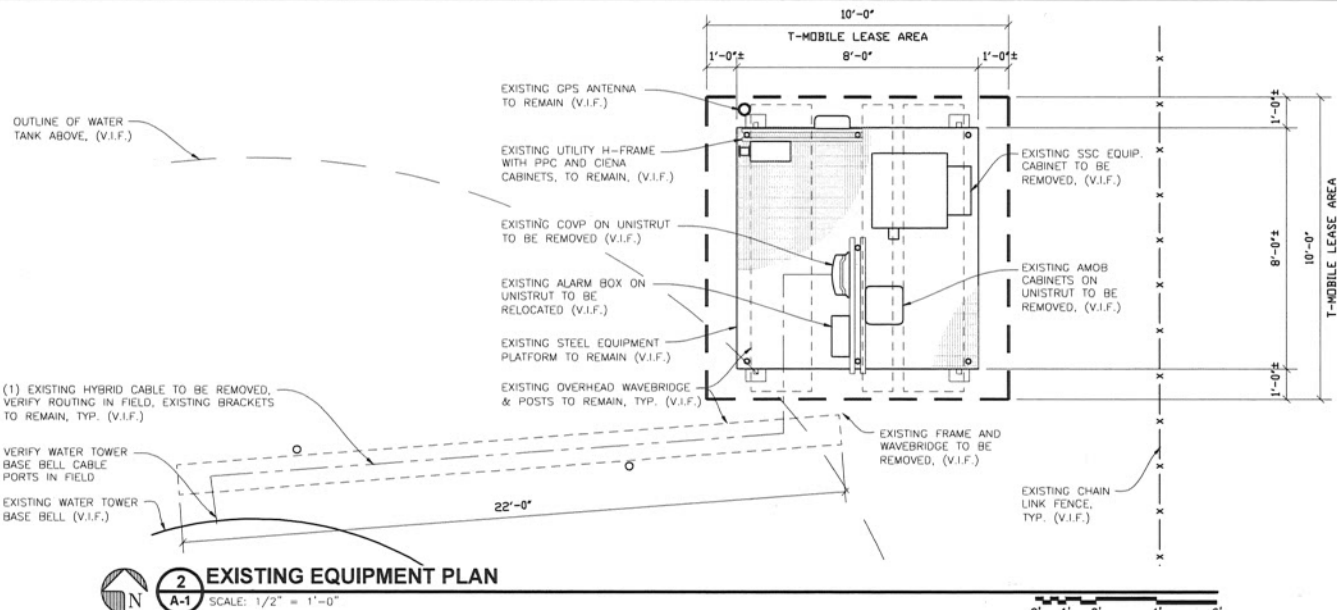
REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

SITE:  
**MT04674-B**  
CITY OF EVART/AVBI

SITE ADDRESS  
994 N. MAIN ST.  
EVART, MI 49631

SHEET TITLE  
**TITLE SHEET & SITE PLAN**

SHEET NUMBER  
**T-1**



**EQUIPMENT GROUNDING NOTE:**  
VERIFY EXISTING GROUNDING IN FIELD. CONNECT NEW EQUIPMENT CABINETS TO EXISTING GROUNDING SYSTEM (V.I.F.)

**T-Mobile**  
28505 SCHOOLCRAFT BUILDING 6  
LIVONIA, MI 48150  
TEL: (734) 444-0100

**DAVID LINDSEY DOW ARCHITECTS INC.**  
30150 TELEGRAPH ROAD, SUITE 114  
BINGHAM FARMS, MI 48025  
TEL: (248) 723-9516

**Catalyst NETWORK SERVICES**  
3909 N. SEELEY AVE.  
CHICAGO, IL 60618

CHECKED BY: DLD

REVISIONS			
REV	DATE	DESCRIPTION	BY
0	06MAY21	FINAL CDS	NB
B	26APR21	PRELIMINARY CDS	NB
A	13APR21	PRELIMINARY LAYOUT	NB

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THIS LICENSED PROFESSIONAL ARCHITECT, TO ALTER THIS DOCUMENT

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

SITE:  
**MT04674-B**  
CITY OF EVART/AVBI

SITE ADDRESS  
994 N. MAIN ST.  
EVART, MI 49631

SHEET TITLE  
**EXISTING & PROPOSED EQUIPMENT PLANS**

SHEET NUMBER  
**A-1**

**TOWER APPURTENANCE LIST**

SEE DIXON ENGINEERING INC. STRUCTURAL DRAWINGS SHEETS S1 AND S2 FOR TOWER APPURTENANCE

**ANTENNA SPECIFICATION TABLE**

ANTENNA SECTOR	AZIMUTH IN DEG.	DOWN-TILT			ANTENNAS				RADIO SPECIFICATION TABLE				
		E-DT	M-DT	ADJ	QTY.	STATUS	MAKE	MODEL	RAD CENTER	QTY.	STATUS	MAKE	MODEL

SEE DIXON ENGINEERING INC. STRUCTURAL DRAWINGS SHEET S2 FOR T-MOBILE EQUIPMENT LIST. SEE CURRENT RFDS FOR AZIMUTH AND DOWNTILTS

**RADIO SPECIFICATION TABLE**

ANTENNA SECTOR	AZIMUTH IN DEG.	DOWN-TILT			ANTENNAS				RADIO SPECIFICATION TABLE				
		E-DT	M-DT	ADJ	QTY.	STATUS	MAKE	MODEL	RAD CENTER	QTY.	STATUS	MAKE	MODEL

**T-Mobile**  
 28505 SCHOOLCRAFT  
 BUILDING 6  
 LIVONIA, MI 48150  
 TEL: (734) 444-0100

**DAVID LINDSEY DOW ARCHITECTS INC.**  
 30150 TELEGRAPH ROAD, SUITE 114  
 BINGHAM FARMS, MI 48025  
 TEL: (248) 723-8516

**Catalyst NETWORK SERVICES**  
 3909 N. SEELYE AVE.  
 CHICAGO, IL 60618

CHECKED BY: DLD

REVISIONS			
NO.	DATE	DESCRIPTION	BY
0	06/04/21	FINAL CDS	NB
B	26/04/21	PRELIMINARY CDS	NB
A	13/04/21	PRELIMINARY LAYOUT	NB
REV	DATE	DESCRIPTION	BY

IF IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF THIS LICENSED PROFESSIONAL ARCHITECT, TO ALTER THIS DOCUMENT

REFER TO GRAPHIC SCALE FOR 11"x17" DRAWINGS

SITE:  
**MT04674-B**  
 CITY OF EVART/AVBI

SITE ADDRESS  
 994 N. MAIN ST.  
 EVART, MI 49631

SHEET TITLE  
 EXISTING & PROPOSED ANTENNA PLANS

SHEET NUMBER  
**A-3**

PLEASE ADD FOLLOWING NOTES:

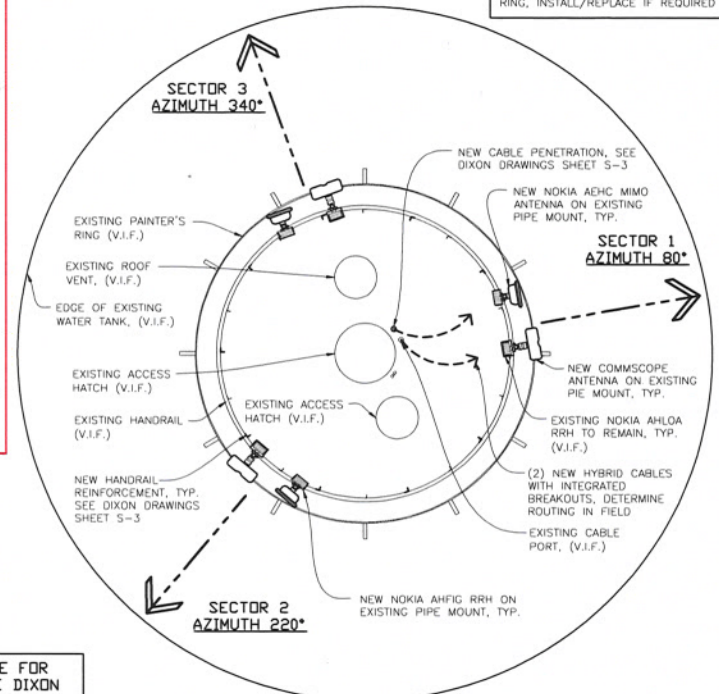
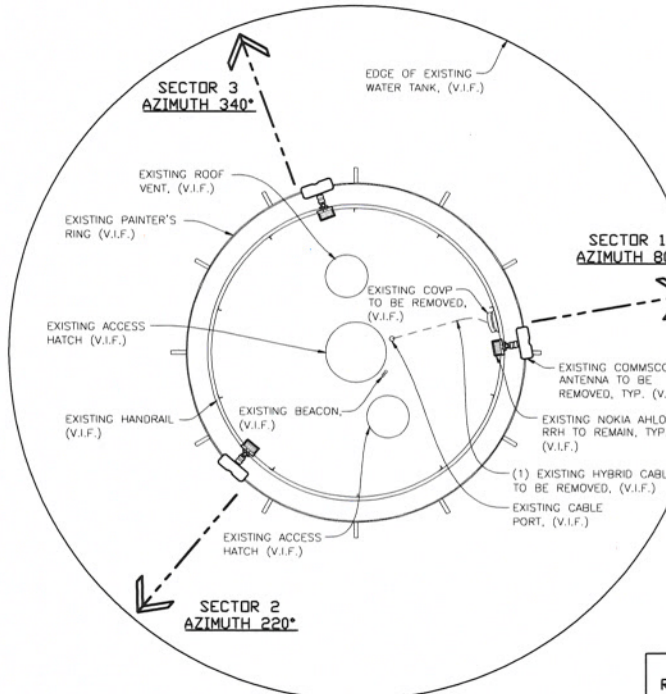
ALL DAMAGED COATINGS SHALL BE REPAIRED AND MATCH EXISTING COATING SYSTEM. PLEASE CONTACT USCI FOR PAINTING SYSTEM DETAILS.

ALL COAX CABLES SHALL BE DYED IN WHITE WEATHER RESISTANT COATING.

CARRIER WILL REPLACE ALL DAMAGED ANTENNA SUPPORTS.

ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED DIRECTLY TO THE GROUNDING RING.

**ANTENNA GROUNDING NOTE:**  
 VERIFY EXISTING ANTENNA GROUNDING CONTINUITY IN FIELD. LOCATE EXISTING SECTOR AND TOWER GROUND BARS. CONNECT NEW ANTENNAS AND RRH'S TO EXISTING GROUNDING SYSTEM. VERIFY EXISTING GROUND CONDUCTOR TO GROUND RING. INSTALL/REPLACE IF REQUIRED



THESE DRAWINGS ARE FOR REFERENCE ONLY, SEE DIXON ENGINEERING DRAWINGS FOR ANTENNA LAYOUT AND DETAILS



**2 EXISTING ANTENNA PLAN**

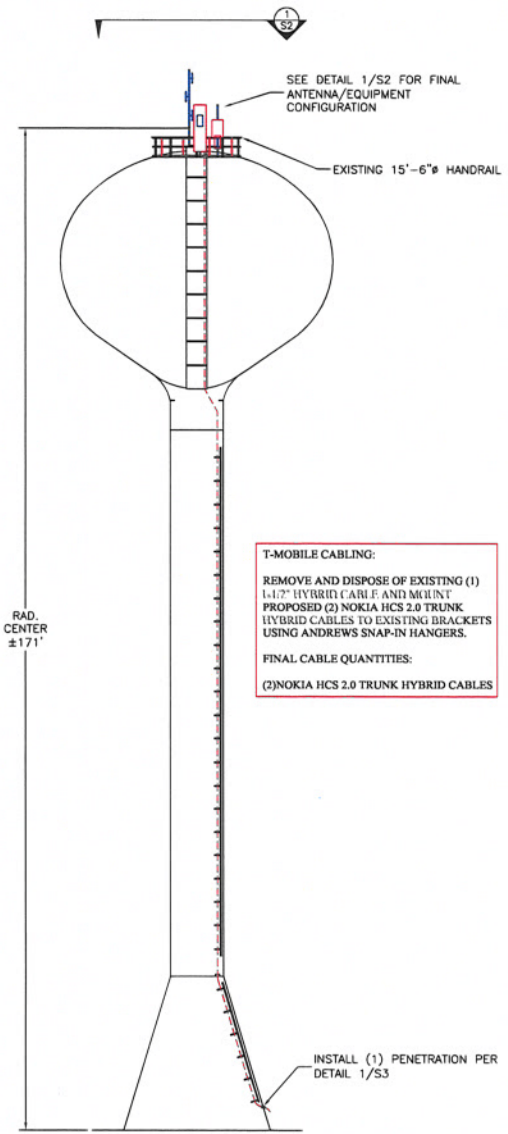
SCALE: 1/4" = 1'-0"



**1 PROPOSED ANTENNA PLAN**

SCALE: 1/4" = 1'-0"





**T-MOBILE CABLING:**

REMOVE AND DISPOSE OF EXISTING (1) 1-1/2" HYBRID CABLE AND MOUNT PROPOSED (2) NOKIA HCS 2.0 TRUNK HYBRID CABLES TO EXISTING BRACKETS USING ANDREWS SNAP-IN HANGERS.

**FINAL CABLE QUANTITIES:**

(2)NOKIA HCS 2.0 TRUNK HYBRID CABLES

**EAST ELEVATION**  
 SCALE: 11x17 : 3/64"=1"  
 22x34 : 3/32"=1"

**GENERAL WELDING:**

- ALL WELDING SHALL BE PERFORMED BY A CERTIFIED WELDER.
- COMPLY WITH THE AWS D1.1 STRUCTURAL WELDING CODE, ANSI/AWWA D100-96 (LATEST EDITION THEREOF), "AWWA STANDARD FOR WELDED STEEL TANKS FOR WATER STORAGE" AND FEDERAL, STATE, AND LOCAL CODES, DURING CONSTRUCTION DESIGN AND FABRICATION.
- MAKE ALL WELDS TO THE TANK WALL WITH E7018 LOW HYDROGEN ROD. WELD SMOOTH AND AVOID UNDERCUTS AND BURRS. GRIND SMOOTH ALL WELDS SO THAT NO SHARP PROTRUSIONS REMAIN. SMOOTH IS DEFINED AS: "NO CUTS OR ABRASIONS OCCUR WHEN RUBBING YOUR HAND OVER THE WELD."
- BEFORE WELDING, REMOVE ALL COATINGS WITHIN 6" OF THE AREA TO BE WELDED.
- USE ASTM A-36 CARBON STEEL FOR ALL STRUCTURAL STEEL; USE A-307 BOLTS UNLESS OTHERWISE SPECIFIED.
- FIELD FIT UP PROBLEMS OR CHANGES TO THE PLAN SHEETS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

**GENERAL PAINTING INSTRUCTIONS:**

- SHOP PAINTING:**  
 ABRASIVE BLAST CLEAN ALL NEW STEEL TO COMMERCIAL GRADE (SSPC-SP6) CONDITION AND APPLY A THREE COAT EPOXY/URETHANE SYSTEM AS FOLLOWS:  

COAT	TNEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	27	2.0	3.0
INTERMEDIATE	27	2.0	3.0
TOP COAT*	1074	2.0	3.0
- EDGES TO BE WELDED IN THE FIELD SHALL NOT BE COATED (LEAVE A MINIMUM OF TWO INCHES BARE METAL.)
- FIELD PAINTING:**  
 EXTERIOR-SOLVENT CLEAN, SPOT POWER TOOL CLEAN ALL ABRADED AND WELDED AREAS TO A SSPC-SP11 GRAY METAL CONDITION AND SPOT COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED ABOVE.  
 DRY INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL CONDITION AND APPLY A TWO COAT EPOXY POLYAMIDE SYSTEM AS FOLLOWS:  

COAT	TNEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	FC20	3.0	5.0
TOP COAT*	FC20	3.0	5.0

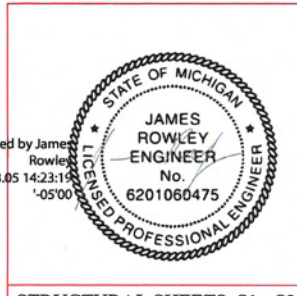
 WET INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL CONDITION AND COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED BELOW:  

COAT	RAVEN SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	AQUATAPOXY	3.0	5.0
TOP COAT	AQUATAPOXY	3.0	5.0
TOTAL		6.0	10.0
- PREPARATION OF GALVANIZED MATERIAL:**  
 APPLY ONE COAT OF CLEAN 'N' ETCH AS PER MANUFACTURER'S RECOMMENDATIONS AND COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED BELOW:  

COAT	TNEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	66 HI-BUILD EPOXOLINE	2.0	3.0
TOP COAT*	1074 ENDURA-SHIELD	2.0	3.0
TOTAL		4.0	6.0
- PREPARATION OF ALL MISCELLANEOUS ANTENNA EQUIPMENT:**  
 (ANTENNAS, COAX, MOUNTING BRACKETS)  

COAT	TNEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	135 CHEMBUILD EPOXY	3.0	4.0
TOP COAT*	1074 ENDURA-SHIELD	2.0	3.0
TOTAL		5.0	7.0
- APPLY ALL COATINGS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.  
 \*TOP COAT COLOR TO MATCH EXISTING COLOR. (SEE TANK OWNER FOR RECORDS)

**GENERAL NOTES**



STRUCTURAL SHEETS S1 - S3

**T-Mobile®**

12170 MERRIMAN ROAD  
 LIVONIA, MI 48150

Office: 734-367-7200  
 Fax: 734-367-7242

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**DIXON ENGINEERING INC.**

1104 Third Avenue  
 Lake Odessa, MI 48849  
 Fax: (616) 574-7116  
 Telephone: (616) 574-3223  
 www.dixonengineering.net

CITY OF EVART AVBI  
 944 N. MAIN STREET  
 EVART, MI.

NO.	DATE	REVISION/DESCRIPTION
1	03/07/21	SUBMITTED FOR REVIEW/ISSUE

CARRIER SITE NO.  
 MTO4674B

DIXON PROJECT NO.  
 MI2021CMK-3121

DRAWN BY  
 CMK

CHECKED BY  
 JVR

SHEET TITLE  
 STRUCTURAL DRAWINGS

S1



**NOTE:**

1. PROPOSED T5 ANTENNAS ARE TO BE INSTALLED NO MORE THAN 12" FROM TANK ROOF. PROPOSED T4 ANTENNAS ARE TO BE INSTALLED NO MORE THAN 43" FROM TANK ROOF.

2. PROPOSED REMOTE RADIO HEADS ARE TO BE INSTALLED NO MORE THAN 18" OFF TANK ROOF.

**NOTE:**

IF ANGLE ADAPTER CLAMPS ARE USED, A 1/8" NEOPRENE GASKET MUST BE PLACED BETWEEN THE TANK AND THE CLAMP TO PROTECT THE COATING SYSTEM.

**NOTE:**

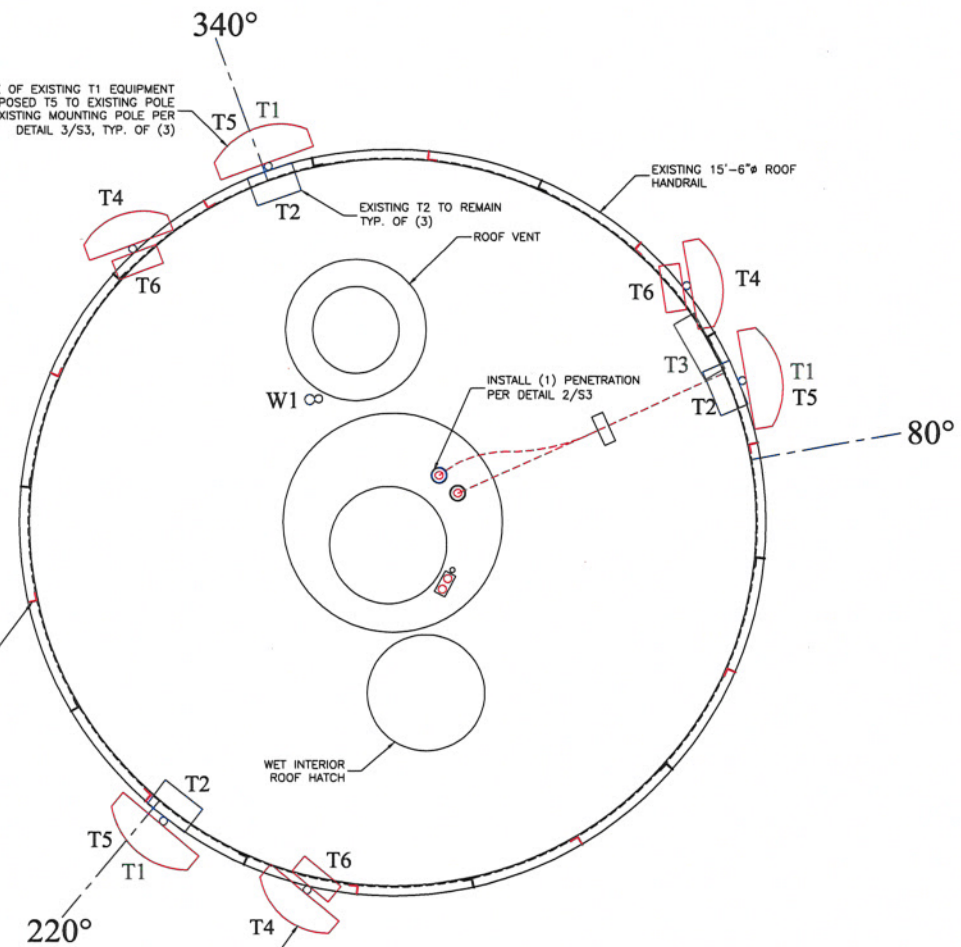
ATTACH PROPOSED EQUIPMENT TO EXISTING POLES PER MFR'S. RECOMMENDATION.

REMOVE AND DISPOSE OF EXISTING T1 EQUIPMENT AND REPLACE WITH PROPOSED T5 TO EXISTING POLE AND SUPPORT BASE OF EXISTING MOUNTING POLE PER DETAIL 3/S3, TYP. OF (3)

ADDITIONAL HANDRAIL REINFORCEMENT IS REQUIRED BETWEEN EACH OF THE EXISTING VERTICAL POSTS, SEE DETAIL 5/S3

MOUNT PROPOSED T4 & T6 TO EXISTING POLE AND SUPPORT BASE OF EXISTING MOUNTING POLE PER DETAIL 3/S3, TYP. OF (3)

Item						
Mount	Quantity	Status	Carrier	Description	Manufacture	Model
T1	3	Remove	T-Mobile	Panel	Commscope	FF-65C-R1
T2	3	Existing	T-Mobile	RRH	Nokia	AHLOA
T3	1	Remove	T-Mobile	Surge	Raycap	RNSNDC-7771-PF-48
T4	3	Proposed	T-Mobile	Panel	Nokia	AEHC Massive Mimo
T5	3	Proposed	T-Mobile	Panel	Commscope	FFV-65C-R3-V1
T6	3	Proposed	T-Mobile	RRH	Nokia	AHFIG
W1	1	Existing	City	Whip	Unknown	Unknown



1 PLAN VIEW  
S2 SCALE: 11x17 : 3/8"=1'  
22x34 : 3/4"=1'



12170 MERRIMAN ROAD  
LIVONIA, MI 48150  
Office: 734-367-7200  
Fax: 734-367-7242

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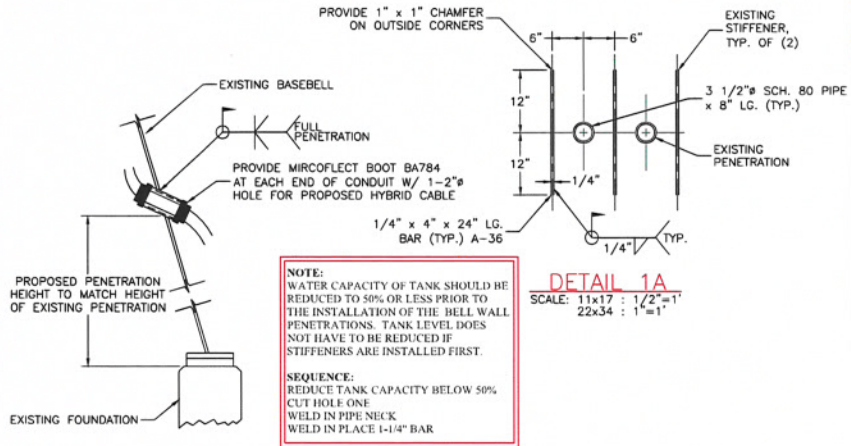
CITY OF EVART AVBI  
944 N. MAIN STREET  
EVART, MI.

NO.	DATE	REVISION/DESCRIPTION
1	05/02/21	SUBMITTED FOR REVIEW/ISSUING

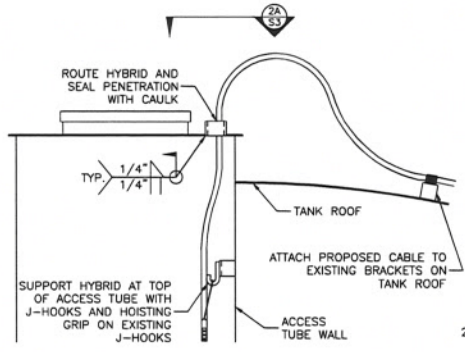
CARRIER SITE NO. MT04674B  
DIXON PROJECT NO. MI2021CMK-3121  
DRAWN BY CMK  
CHECKED BY JVR

SHEET TITLE  
STRUCTURAL DRAWINGS

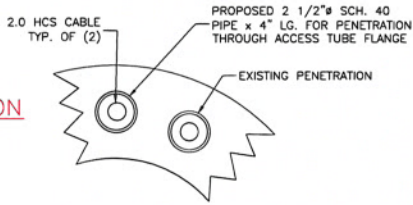
S2



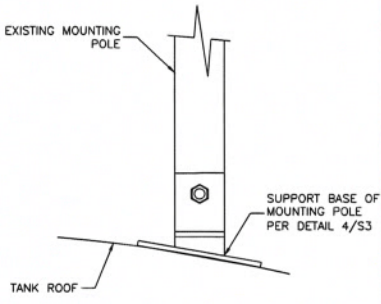
**1 BASEBELL PENETRATIONS**  
 S3 SCALE: 11x17 : 1/2"=1'  
 22x34 : 1"=1'



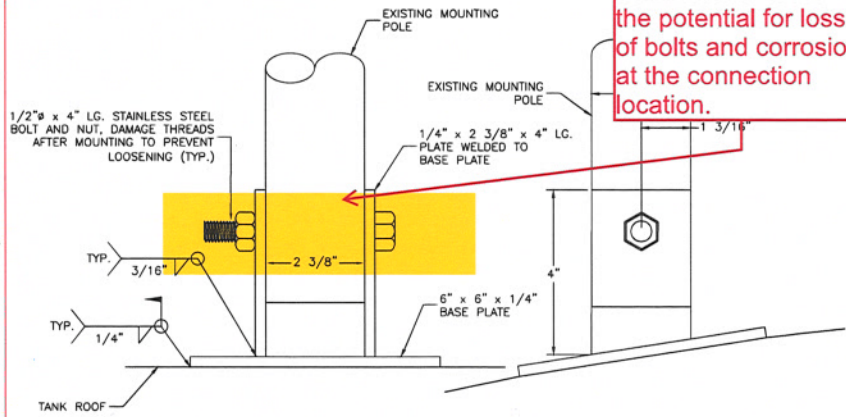
**2 ACCESS TUBE FLANGE PENETRATION**  
 S3 SCALE: 11x17 : 1/2"=1'  
 22x34 : 1"=1'



**2A FLANGE SECTION**  
 S3 SCALE: 11x17 : 1"=1'  
 22x34 : 2"=1'

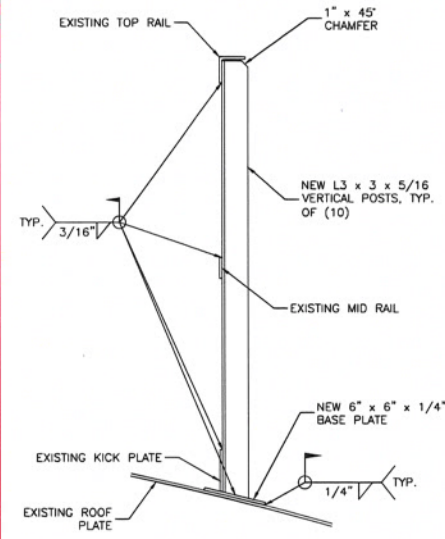


**3 ANTENNA MOUNT**  
 S3 SCALE: 11x17 : 1"=1'  
 22x34 : 2"=1'



**4 MOUNTING BASE PLATE**  
 S3 SCALE: 11x17 : 3"=1'  
 22x34 : 6"=1'

usci recommends using welded connections due to the potential for loss of bolts and corrosion at the connection location.



**5 HANDRAIL POST**  
 S3 SCALE: 11x17 : 1/2"=1'  
 22x34 : 1"=1'

**T-Mobile**  
 12170 MERRIMAN ROAD  
 LIVONIA, MI 48150  
 Office: 734-367-7200  
 Fax: 734-367-7242  
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**DIXON ENGINEERING INC.**  
 1104 Third Avenue  
 Lake Odessa, MI 48849  
 Fax (616) 374-7710  
 Telephone (616) 374-3221  
 www.dixonengineering.net

CITY OF EVART AVBI  
 944 N. MAIN STREET  
 EVART, MI.

NO.	DATE	REVISION/DESCRIPTION
1	05/02/21	SUBMITTED FOR REVIEW/ISSUE

CARRIER SITE NO. MTO4674B  
 DIXON PROJECT NO. MI2021-CMK-3121  
 DRAWN BY: CMK  
 CHECKED BY: JVR  
 SHEET TITLE: STRUCTURAL DRAWINGS

S3

# NEW AGREEMENT SUBMITTAL COVERSHEET

(All fields must be populated or checked)

SITE INFORMATION			
Date Submitted:	12/4/15	SAC Firm:	TMO
Market:	DE	SAC Name:	Andrew Mah
Site ID:	MT04674B	SAC Phone:	734-444-1031
Site Name:	City of Evert	SAC Email:	andrew.mah@t-mobile.com
Development Manager:	Michelle Sanders	Mailing Address: (for returning rejected pkgs)	28505 Schoolcraft Rd Bldg #6 Livonia, MI 48150
Agreement Type:	<input checked="" type="checkbox"/> Lease/License <input type="checkbox"/> SLA <input type="checkbox"/> Easement <input type="checkbox"/> MLA <input type="checkbox"/> Temp <input type="checkbox"/> Amendment (No. _____)		

AGREEMENT PACKAGE	(CHECK ONE)	
	Enclosed	Not Applicable
<b>ON-LINE LEASE SUMMARY ABSTRACT or AMENDMENT TRANSMITTAL</b> - completed approved and <i>signed</i> by legal	<input checked="" type="checkbox"/>	
<b>AGREEMENT – One (1) ORIGINAL</b> fully executed, dated and notarized	<input checked="" type="checkbox"/>	
<b>LEASE ADDENDUM</b> – fully executed (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>COMPLETE EXHIBITS</b> (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>MEMORANDUM OF LEASE SIGNED AND NOTARIZED</b> - Exhibit A must be attached and include the property's PIN# and legal description from deed or title, must be legible and at least 10 font for recording purposes (only applicable for new Leases)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>W-9 for RENT PAYEE</b> (only applicable if not an existing rent vendor receiving payments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>CERTIFICATE OF INCUMBENCY OR AUTHORITY</b> (only applicable for business entities)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SPECIAL INFORMATION		
Does LL have his own fully executed original copy?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Have any payments already been made to LL? If yes, please explain: Attach a copy of the check	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Is a Bond or Letter of Credit required? If yes, reference lease provision or provide copy of written requirement.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

SITE ACCESS INFORMATION (PLEASE PROVIDE CURRENT INFO TO UPDATE OUR DATABASES)			
Primary Contact (required)	Name:	Phone No.:	
	Email:	Alt Phone No.:	
	Address:		
Daytime Contact	Name:	Phone No.:	
Alternate Daytime Contact	Name:	Phone No.:	
Evening/Emergency Contact (avail 24/7)	Name:	Phone No.:	
Alt Evening/Emergency Contact	Name:	Phone No.:	
Access Requires Key? (If yes, minimum of two copies required)	<input type="checkbox"/> YES <input type="checkbox"/> NO	Access Code or Lock Combo:	
Security Desk Check In Required?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Other:	

Notes/Comments:

Bill of Sale also included

Send Complete Agreement Package including this coversheet via UPS or FedEx to:

T-Mobile USA, Inc., 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006, Attn: Property Management-Luke Stroeve

# Assignment & Assumption Agreement Approval Sheet (AVBI)

Site No.: MT04674B

Site Name: City of Ewart

Current Rent Payment: \$1,000.00 per month

Site Address: 200 North Main Street, Ewart, MI

Escalator: \$50 per month increase annually for the first 10 years, then 3% annual thereafter

Current Term Expires: March 18, 2018

Renewal Term/s Remaining: Five (5), five-year terms



Please describe any other key terms and conditions:

1. T-Mobile agrees to cooperate with and accommodate any normal and routine service or maintenance, repair, alteration, or replacement of the Site. City to bear cost, and to give T-Mobile 90 days prior written notice of any such service or maintenance.
2. Rent shall increase to \$1,000 per month upon the start of construction. During the first two 5-year renewal terms, the rent or license fee shall be increased annually on each anniversary of the Commencement Date by \$50 per month. Thereafter, during any renewal or extension terms, the monthly rent or license fee shall be increased annually on each anniversary of the Commencement Date by three percent (3%).

NTP Required (Y/N): Y

Please find attached the agreements and supporting documentation for the above referenced site:



1. (1) Original A&AA (including exhibits) submitted for legal approval
2. Copy of original lease being assumed w/ copies of any amendments



*RVP to sign*

	DATE	SIGNATURE
Legal Review	11/13/10	<i>[Signature]</i>
Development Manager		
Director, Engineering & Operations (Market Director):		
Area Director		
Regional Development Director		
Vice President	12/1/15	<i>[Signature]</i>

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the date of execution by the last Party to sign (the "Effective Date") by and among the City of Evert, Michigan, a Michigan municipal corporation ("City"), Agri-Valley Broadband, Inc., a Michigan corporation ("AVBI"), and T-Mobile Central LLC, a Delaware limited liability company ("T-Mobile") (each, a "Party" and collectively, the "Parties").

### Recitals:

A. City and AVBI are parties to a Tower Space Lease, dated March 20, 2013 (as amended, modified, and supplemented from time to time, the "Agreement"), pursuant to which City leases or licenses to AVBI certain ground and tower space located at 200 North Main Street, Evert, Michigan (the "Site"). A true, correct and complete copy of the entire Agreement is attached as Exhibit A hereto, which is incorporated herein by this reference.

B. T-Mobile and AVBI are or will be parties to a certain Master Transaction Agreement (as the same may be amended, modified, and supplemented from time to time, the "Master Transaction Agreement") relating to, among other things, the assignment and transfer of AVBI's right, title, claim and interest in, to and under the Agreement and the Site.

C. The Parties desire to enter into this Assignment to provide for the assignment of the Agreement by AVBI to T-Mobile and to address certain other matters relating to the Agreement.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT. As of the closing date of the transactions contemplated by the Master Transaction Agreement (the "Closing Date") and subject to the other terms and conditions of this Assignment, AVBI hereby assigns and transfers all of its right, title, claim and interest in, to and under the Agreement and the Site to T-Mobile, free and clear of all liens. T-Mobile will promptly notify City in writing of the date on which the Closing Date occurs.

2. ACCEPTANCE OF ASSIGNMENT. As of the Closing Date and subject to the other terms and conditions of this Assignment: (i) T-Mobile hereby accepts the foregoing assignment and transfer of AVBI's right, title, claim and interest in, to and under the Agreement (as amended by this Assignment) and the Site; and (ii) assumes all of AVBI's duties and obligations under the Agreement (as amended by this Assignment) arising or relating to the period after the Closing Date.

3. RELEASE. As of the Closing Date, City hereby fully and forever releases and

discharges AVBI, T-Mobile and their respective affiliates from any and all claims of any type or character under the Agreement which arose or accrued prior to the Closing Date, including, without limitation, any back rent or license fees ("Arrears"). Upon the start of construction by T-Mobile, which may be earlier than the Closing Date, T-Mobile shall be solely responsible for paying the rent or license fees to City, but not any Arrears, pursuant to the terms of the Agreement (as amended by this Assignment).

4. T-MOBILE EQUIPMENT. From and after the Closing Date, and pursuant to the terms and conditions of the Agreement (as amended by this Assignment), T-Mobile will have the right to use the Site for the transmission and reception of wireless communication signals, and to install, operate, maintain and replace the equipment described in attached Exhibit B hereto, which is incorporated herein by this reference.

5. ESTOPPEL INFORMATION. The Parties acknowledge and agree that as of the Effective Date: The Agreement is currently in its Initial Term, which will expire on March 18, 2018; after which there remain/s five (5) additional five-year renewal or extension term/s; and the rent or license fee payable under the Agreement is \$515.00 per month.

6. AMENDMENT OF AGREEMENT. City and T-Mobile acknowledge and agree that as of the Closing Date, the Agreement shall be modified and amended pursuant to the Supplemental Terms and Conditions attached hereto as Exhibit C and incorporated herein by this reference.

7. CONSENT OF CITY. City hereby consents to the transactions contemplated by this Assignment.

8. RATIFICATION; WAIVER. Notwithstanding the Parties' course of conduct and any acts or omissions of the Parties or their affiliates prior to the Closing Date, the Parties hereby expressly acknowledge, agree, ratify and affirm that, as of the Closing Date: (i) the Agreement continues to be a legal, valid and binding agreement, enforceable against the parties thereto in accordance with its terms as modified by this Assignment; and (ii) there are no breaches or defaults under the Agreement. Except as specifically set forth herein, this Assignment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which shall remain in full force and effect. Without limiting the generality of the foregoing, any purported termination, cancellation or revocation of the Agreement by AVBI prior to the Effective Date shall be deemed void and of no force or effect.

9. RECORDING. After the Closing Date, a memorandum of lease in form and substance reasonably satisfactory to City and T-Mobile with respect to the Agreement (as amended by this Assignment) may be recorded by City or T-Mobile.

10. NOTICE. All notices and other communications relating to this Assignment shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage

paid, return receipt requested or upon date of receipt or refusal, if personally delivered or sent by a nationally recognized courier to the addresses set forth below the Parties' signatures.

11. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

12. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the internal laws of the State of Michigan without regard to principles of conflicts of laws.

13. COUNTERPARTS. This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.

THIS ASSIGNMENT has been executed by the Parties effective as the Effective Date.

**SIGNATURES APPEAR NEXT PAGE**

**REMAINDER OF PAGE BLANK**

T-Mobile Site #:MT04674B

**AGRI-VALLEY BROADBAND, INC.**

By: [Signature]  
Name: EDWIN H. EICKLER  
Title: PRESIDENT  
Date: DEC. 2, 2015

Notice Address:

AVCI  
7585 W. PIGEON ROAD  
PIGEON, MI 48755  
Attn: PRESIDENT

**T-MOBILE CENTRAL LLC**

By: [Signature]  
Name: \_\_\_\_\_  
Title: Jennifer J. Silveira  
Central Area Vice President - Engineering  
Date: 12-1-15

Notice Address:

T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 9006  
Attn: Property Management/Site # MT04674B

**CITY OF EVART, MICHIGAN**

By: [Signature]  
Name: Andrew Szymanski  
Title: City Manager  
Date: 11/12/15

By: [Signature]  
Name: Deborah Patton  
Title: City Clerk  
Date: 11-12-15

Notice Address:

City of Evart, Michigan  
200 S. Main Street  
Evart, MI 49631  
Attn: Fred Szymanski



T-Mobile Site #:MT04674B

**EXHIBIT A**

**Copy of the Agreement**

Attached

## TOWER SPACE LEASE

This Tower Space Lease ("Lease") is entered into between City of Ewart, a municipal corporation with offices at 200 S. Main St., Ewart, Michigan 49631 (the "Municipality") and Agri-Valley Broadband, Inc., of 7585 W. Pigeon Rd, Pigeon, MI 48755 ("AVBI"). The parties mutually agree as follows:

1. Leased Site: The Municipality owns the real property that is set out on **Exhibit A** (the "Premises") on which it owns and maintains a tower (the "Tower"). The Municipality leases to AVBI, on the terms and subject to the conditions herein contained, a co-location site on the Tower and the part of the Premises set out on **Exhibit B** (the "Leased Site") so that AVBI can erect, operate, repair, and maintain the telecommunications equipment (the Approved Facilities) set out on **Exhibit C**. The Municipality also grants AVBI a non-exclusive easement for the unrestricted right of access to and from the Leased Site and Approved Facilities and for a suitable source of electric and telephone facilities under the Leased Site. The parties acknowledge and agree that the Municipality's execution of this Lease constitutes a permit and all authority required under the Municipality's Ordinances (including any Municipality Zoning Ordinance) for AVBI to use the Leased Site for a telecommunications tower to erect, operate, repair, and maintain the Approved Facilities on the Leased Site, and for the purposes set on in this Lease.

2. Term:

A. This Lease is effective on the date AVBI signs it ("Effective Date") and runs for five (5) years ("Initial Term"). The Initial Term of this Lease is automatically extended upon the same terms for five successive, additional five-year terms (each an "Extension Term") as long as AVBI does not give notice of intent to not extend the Initial Term or any Extension Term of this Lease at least 120 days before the expiration of the Initial Term of an Extension Term.

B. Notwithstanding Section 2(A), this Lease will be deemed to have never taken effect in any of the following circumstances:

1. AVBI is unable or fails to obtain any necessary

local permit or local approvals to perform under this Lease after the Effective Date. [In such a case, AVBI has no duty to pay rent under this Lease. AVBI represents it will use reasonable efforts to obtain all required local permits and local approvals and must inform the Municipality on its receipt of those permits or approvals.]

2. The results of any structural or stress analysis or other tests conducted to ensure the structural integrity of the Tower based on AVBI's proposed use and operation of the Approved Facilities show material defects that would unduly restrict AVBI's proposed use of the Leased Site or show that it would be cost prohibitive in AVBI's view to proceed with AVBI's proposed use of the Leased Site.

3. The results of any environmental assessment or test conducted of the Property or Leased Site lead AVBI to conclude that it is imprudent to proceed with AVBI's proposed use of the Leased Site.

3. Rental: Rent for the Initial Term will be Five Hundred Dollars \$500.00 per month, payable in advance on the first day of each month. However, AVBI's rental payment obligation does not begin until the sooner of the following: (1) the date AVBI starts to physically install the Approved Facilities on the Leased Site; or (b) the date that is 120 days after the Effective Date. Rent must be increased by 3% annually, and the 3% rent escalator applies to any Extension Term. Where rent becomes due mid-month, the rental amount due for that month will be pro-rated.

4. Possession: AVBI may take possession of the Leased Site on the Effective Date and may install the Approved Facilities thereafter.

5. Use of Leased Site:

A. Lessor has approved AVBI's installation on the Tower of the Approved Facilities that are set out on **Exhibit C** of this Lease. AVBI may use the Leased Site for the installation, operation, repair, and maintenance of its Approved Facilities for the transmission, reception and operation of a communications system and uses incidental thereto, and for the storage of related equipment in accordance with the terms of

this Lease. Any damage AVBI causes to the Municipality's Premises or the Tower during installation or during AVBI's operations must be repaired or replaced at AVBI's expense 30 days after either AVBI's reporting to the Municipality of the damage, or the date AVBI receives Municipality notice of the damage.

B. AVBI must, at its expense, comply with all applicable federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to radio frequency emissions) in connection with AVBI's use, operation, and maintenance of the Approved Facilities on the Leased Site.

C. AVBI must remove the Approved Facilities from the Leased Site within 60 days after termination of the Lease. Such removal will be done without interference or damage to any other equipment, structures, or operations on the Leased Site, including use of the Premises by the Municipality or any of the Municipality's assignees or lessees.

6. Equipment Upgrade: AVBI may update, modify, substitute, or replace the Approved Facilities from time to time without the prior written approval of the Municipality for minor changes. For purposes of this Lease, "minor changes" means that the replacement facilities are not significantly greater in number, weight, or size than the existing Approved Facilities. AVBI may make minor changes after submitting to the Municipality Building Official the minor changes it is making to the Approved Facilities. If AVBI seeks to make major changes to the Approved Facilities (defined to mean any change other than a minor change), then AVBI may do so only upon prior written approval of the Municipality. To make major changes, AVBI must submit to the Municipality a detailed proposal for any such replacement facilities and any supplemental materials as may be requested for the Municipality's evaluation and approval.

7. Maintenance:

A. AVBI must, at its own expense, maintain the Approved Facilities in good repair. However, prior to any maintenance, AVBI shall notify the Superintendent of the Department of Public Works, so that supervision of the maintenance shall protect the integrity of the tower and the property.

B. AVBI has sole responsibility for the maintenance and repair of its equipment, personal property, Approved Facilities, and leasehold improvements.

C. AVBI shall keep the Leased Site free of debris.

8. Site Access: The Municipality shall be allowed and granted access to the Leased Site at reasonable times to examine and inspect the Leased Site for safety reasons or to ensure that AVBI's Lease obligations are being met. But Municipality is not permitted unsupervised access to AVBI's Approved Facilities without AVBI's written consent.

9. Utilities: AVBI is responsible for paying all charges for utilities required for AVBI's operation of the Approved Facilities on the Leased Site. However, the Municipality agrees to cooperate with AVBI in its efforts to obtain an easement for such utilities from any location provided by the Municipality or the servicing utility.

10. Taxes: AVBI is responsible for paying all personal property taxes assessed directly upon and arising solely from its own use of the Approved Facilities on the Leased Site during the term of this Lease.

11. Interference:

A. AVBI's installation, operation and maintenance of its Approved Facilities must not interfere with (1) Municipality's Tower operations; or (2) telecommunications equipment installed on the Leased Site by other tenants who have commenced rental payments to Municipality as of the Effective Date of this Lease. If the AVBI becomes aware that the Approved Facilities is causing interference prohibited by the prior sentence, then AVBI must immediately notify the Municipality in writing. AVBI must start such actions as necessary to mitigate or eliminate the interference within 48 hours of notifying the Municipality. If AVBI cannot mitigate or eliminate the interference within the 48 hour period, then the Municipality may require AVBI to turn off the particular piece of equipment causing the interference or only power it up or use it during off-peak hours the Municipality specifies in order to test whether the interference is eliminated. If AVBI is unable to resolve or eliminate the interference within 30 days of the initial notice, AVBI must

remove or cease operating the interfering piece of equipment.

B. Municipality (or its agents or employees) must not interfere with the Approved Facilities' operations. Municipality may not permit any other tenant on the Leased Site to damage the Approved Facilities or to cause interference with the Approved Facilities via equipment installed on the Leased Site after AVBI installs the Approved Facilities. If AVBI has reason to believe that Municipality or a tenant of the Leased Site or Tower is causing interference with AVBI's frequency or signal or with the Approved Facilities' operations, AVBI will notify Municipality in writing and provide any written documentation AVBI has documenting the problem and the source. Upon notice of interference, the Municipality must start such actions as necessary to mitigate or eliminate the interference within 48 hours of receiving notice. If the interference continues to exist at the end of that 48-hour period, then AVBI may terminate this Agreement or obtain an injunction to require the Municipality to require that the interfering party turn off the particular piece of equipment causing the interference or only power it up or use it during off-peak hours AVBI specifies in order to test whether the interference is eliminated.

C. Municipality, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Leased Site in connection with the Tower operations as may be necessary, including leasing parts of the Tower and surrounding ground space to others, so long as the Municipality or any tenant does not interfere with the Approved Facilities' operations or interfere with AVBI's rights under this Lease.

D. In the event any third party requests after this Lease's Effective Date that the Municipality grant it permission to install equipment, or permission to install additional or different equipment (such as antennae) or permission to install additional or different transmission facilities on the Leased Site that is not on the Leased Site as of this Lease's Effective Date, the procedures of this Section 12 govern whether such antennae or transmission facilities are allowed.

1. If the Municipality receives any such third party request, it must submit to AVBI a proposal complete with all technical specifications reasonably requested by AVBI for AVBI's

review for noninterference, including a Shared Site Interference Study (SSIS) provided by the third party. The third party is responsible for the reasonable costs of preparing the technical specifications for its proposed transmission facility and requested SSIS.

2. AVBI has 30 days after receipt of said proposal and SSIS to make any objections thereto, and failure to make any objection within said 30 day period is deemed consent by AVBI to the installation of antennas or transmission facilities pursuant to said proposal. If AVBI gives notice of objection due to interference during such 30 days period and AVBI's objections are verified by the Municipality or a qualified third party to be valid, then Municipality may not proceed with the proposal.

12. Default and Municipality's Remedies:

A. It is a default if AVBI (1) defaults in the payment or provision of rent or any other sums to Municipality when due, and does not cure such default within fifteen (15) days after notice of default; (2) defaults in the performance of any other term of this Lease and does not cure such default within thirty (30) days after written notice from the Municipality specifying the default complained of; (3) ceases operations at the Leased Site continuously for more than one year; or (4) is adjudicated as bankrupt or makes any assignment for the benefit of creditors, or becomes insolvent.

B. In the event of a default, Municipality has the right, at its option, in addition to and not exclusive of any other remedy Municipality may have by operation of law, with prior written demand or notice, to re-enter the Premises and declare this Lease at an end, in which event AVBI shall immediately remove the Approved Facilities.

C. No re-entry and taking of possession of the Leased Site by the Municipality may be construed as an election on Municipality's part to terminate this Lease, regardless of the extent of renovations and alterations by Municipality unless a written notice of such intention is given to AVBI by Municipality.

13. Insurance:

A. AVBI shall maintain, at its sole cost during the Term of this Lease, the following insurance:

1. Worker's compensation insurance meeting applicable statutory requirements with minimum limits of \$500,000 per accident/occurrence, or per applicable state laws.

2. Commercial General Liability Insurance (bodily injury and Tower facility damage) with liability limits at least \$1,000,000 per occurrence.

B. The Municipality shall also maintain, at its sole cost during the Term of this Lease, the following insurance:

1. Worker's compensation insurance meeting applicable statutory requirements with minimum limits of \$500,000 per accident/occurrence, or per applicable state laws.

2. Commercial General Liability Insurance (bodily injury and Tower facility damage) with liability limits at least \$1,000,000 per occurrence. Such insurance must be occurrence-based.

3. The Municipality's commercial general liability coverage shall include liability and XCU coverage (explosion, collapse or damage to underground facilities).

C. Upon request, each party will give the other a certificate of insurance evidencing such coverages. All coverages this Lease requires must state that AVBI (in the case of Municipality insurance) or Municipality (in the case of AVBI's insurance) will receive at least 30 days written notice before any cancellation or material change in coverage. All policies required to be maintained by AVBI or the Municipality hereunder shall name the other as an additional insured party. AVBI and the Municipality each hereby waive all right of recovery against the other for losses covered by insurance.

14. AVBI 's Property: All Approved Facilities installed by AVBI at the Leased Site remain the property of AVBI and are not subject to any lien or encumbrance of the Municipality or any third party acting pursuant to an agreement with the Municipality. The Municipality, however, does not relinquish any right to place a lien on AVBI's property pursuant to unpaid



taxes under applicable law.

15. Tower Maintenance: The Municipality shall maintain the Tower in good repair. If the Tower becomes insufficient to maintain all of the equipment and antennae located on the Tower including the Approved Facilities), AVBI may require the Municipality at the Municipality's expense to perform a structural analysis, make all changes or improvements to the Tower and Leased Site as AVBI deems necessary to allow the maintenance of the Approved Facilities per the results of that structural analysis, and ensure the Approved Facilities are adequately supported so AVBI may operate as intended and carry out the purpose of this Lease.

16. Indemnity: The Municipality and AVBI shall indemnify and hold one another harmless from any and all costs (including, but not limited to, reasonable attorneys' fees and court costs) and claims of liability or loss that arise out of (a) either party's violation of any term of this Lease; and (b) the actions of such indemnifying party, including liability or loss arising from environmental contamination as provided in this Lease. This indemnity shall not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. EXCEPT IN THE CASE OF AN INDEMNIFICATION OBLIGATION, NEITHER PARTY IS RESPONSIBLE FOR AND BOTH PARTIES HEREBY WAIVE ANY RIGHT TO COLLECT FROM THE OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT A PARTY MAY INCUR FROM (A) AVBI'S USE OR INABILITY TO USE THE TOWER; (2) DAMAGE TO THE OTHER'S EQUIPMENT; OR (C) EITHER PARTY'S CONDUCT OR OMISSIONS UNDER THIS LEASE.

17. Hazardous Substances: The Municipality represents and warrants that it has no knowledge, nor should it have any knowledge, of any substance, chemical or waste on the Leased Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). AVBI represents and warrants that its use of the Leased Site herein will not generate any Hazardous Substance, and it will not store or dispose on the premises nor transport to or over the premises any Hazardous Substance. AVBI may perform environmental assessments of the Premises and Leased Site as it desires at its cost.

18. Assignment: This Lease may be freely assigned by AVBI. No assignee may use the Tower for other than a communications system without the express written consent of the Municipality.

19. Termination: AVBI may terminate this Lease at any time without further liability if (i) AVBI cannot obtain all certificates, permits, licenses or other approvals (collectively, "Approvals") required from any governmental authority or any easement required from any third party to operate its communications facility; (ii) such Approvals are canceled, expire, lapse, withdrawn, or terminated; (iii) the Municipality fails to hold legal title to the Premises; (iv) the Municipality lacks the authority to enter into this Lease; (v) AVBI in its sole discretion determines that it will be unable to use the Leased Site for the use intended by this Lease; or (vi) there is a change of law after this Lease's Effective Date that in AVBI's judgment renders it cost-prohibitive to continue under this Lease. The Municipality may terminate this Lease if AVBI ceases operations at the Leased Site continuously for more than one year.

20. Notices: All notices shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested, or by overnight express delivery to the address of the party set forth above or as otherwise directed in writing by such party or as provided under applicable law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

21. Compliance with Laws: The Municipality represents that the Municipality's property (including, without limitation, the Premises and Leased Site) and all improvements thereto, are in compliance with all building, life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority. AVBI agrees that, subject to the Municipality's compliance with the terms of this paragraph, the operations of AVBI within the Leased Site shall be in compliance with all applicable laws, codes and regulations.

22. Miscellaneous:

A. AVBI shall peaceably and quietly have, hold and enjoy the Leased Site. Municipality shall not cause or permit any use of its property of which the Leased Site is a part thereof (including the Premises) to interfere with or impair the effectiveness or operations of the Approved Facilities, or the quality of the communications services being rendered by AVBI from the Site. The Municipality may not access AVBI's Approved Facilities unsupervised.

B. The Municipality represents that it has the authority to enter into and sign this Lease.

C. The terms of this Lease extend to and bind the successors and assigns of the Municipality and AVBI.

E. The Municipality, upon receipt of the fully executed Lease from AVBI, must execute and deliver within two days to AVBI for recording a Short Form Memorandum of Lease as set forth in the attached Exhibit D.

F. This Lease is governed by the laws of the State of Michigan.

G. This Lease may not be amended or modified unless the Municipality and AVBI consent in writing to the amendment or modification.

H. This Lease is not a franchise pursuant to Article 7, Sec. 90 of the Michigan Constitution. Any such franchise must be obtained separately from the Municipality.


I. If any part of this Lease is declared invalid, that declaration does not invalidate the remaining parts of this Lease.

J. Failure or delay on the part of either party to exercise any right, power, or privilege under this Lease will not operate as a waiver thereof; waiver of a breach of any part of this Lease under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement.

This Lease becomes effective (Effective Date) when AVBI signs this Lease below.

MUNICIPALITY

By:  3/20/2013  
Zackary G. Szakacs  
City of Ewart Manager

By:   
Ann Pattee  
City of Ewart Clerk

AGRI-VALLEY BROADBAND, INC.

By:  3/19/13  
Raymond K. Leppien

Its: General Manager

**EXHIBIT A**

[LEGAL DESCRIPTION OF PROPERTY ON WHICH LEASED SITE EXISTS]

The legal description of the Property is as follows:

City of Ewart Water Tower

The parcel number is: 51-034-005-10

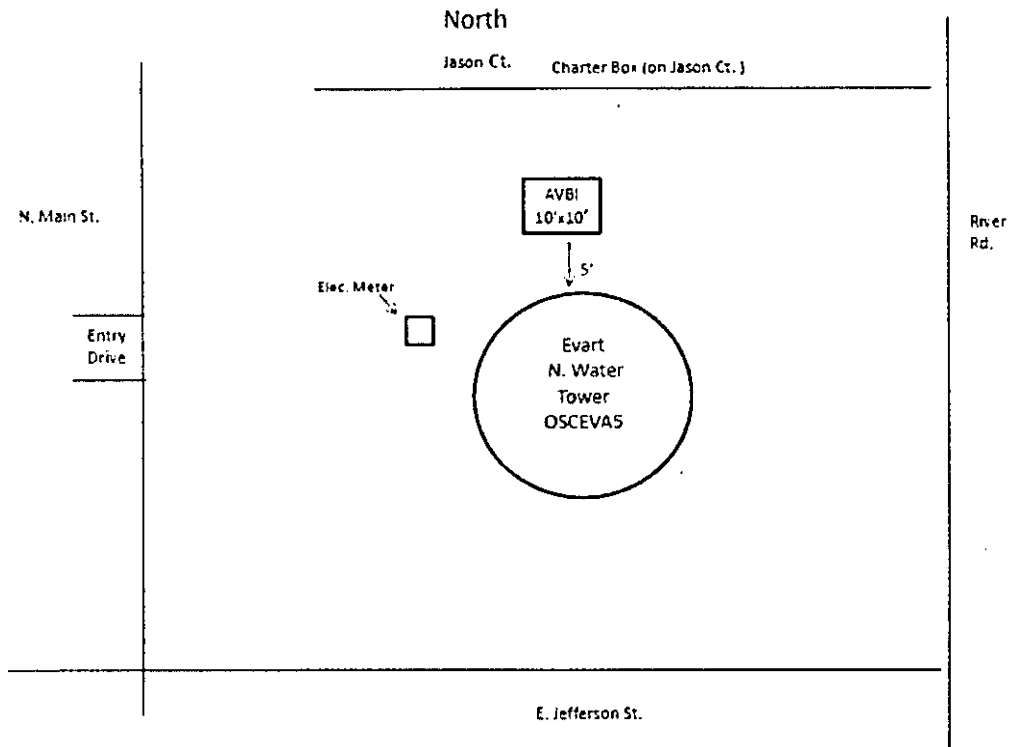
The Property address is:

200 N. Main St.  
Ewart, MI 49631

## EXHIBIT B

### [DESCRIPTION AND MAP OF LEASED SITE]

The Leased Site comprises about 100 square feet at the base of the City of Evert, Michigan north water tower, and sufficient space on the City of Evert, Michigan north water tank to allow AVBI to locate the Antenna Facilities per the plan attached as Exhibit D and to use the Leased Site per the Site Lease.



## EXHIBIT C

### [DESCRIPTION AND LISTING OF ANTENNA FACILITIES]

Three (3) KMW(AM-X-CD-16-65-00T-RET) Panel Antennas to be mounted at the top of the water tower on the existing rail.

Dimensions: each 72" x 11.8" x 6 inches and 48.5 lbs.

Antenna mount on existing handrail using a pipe mount if necessary.

One Hybrid Power/Fiber Cable (3" outside diameter).

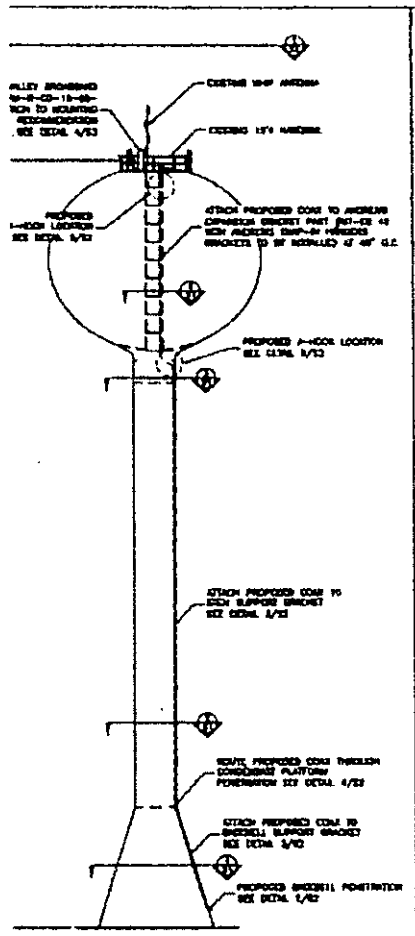
Three (3) RRU's(Remote Radio Units) Ericsson RRUS 11  
Dimensions: each 16.96 x 21.85 x 7 inches and 55.11 lbs.

Base station cabinet (Ericsson RBS 6101).

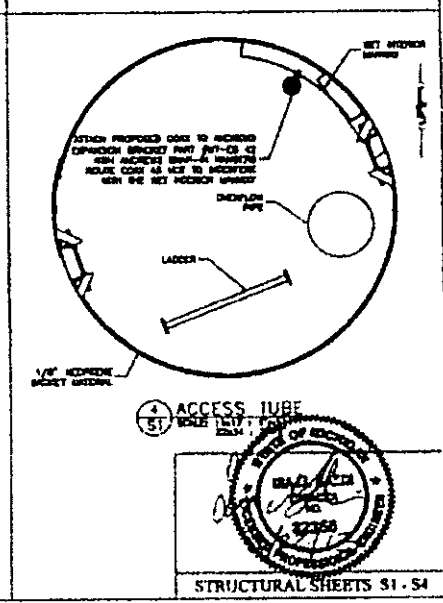
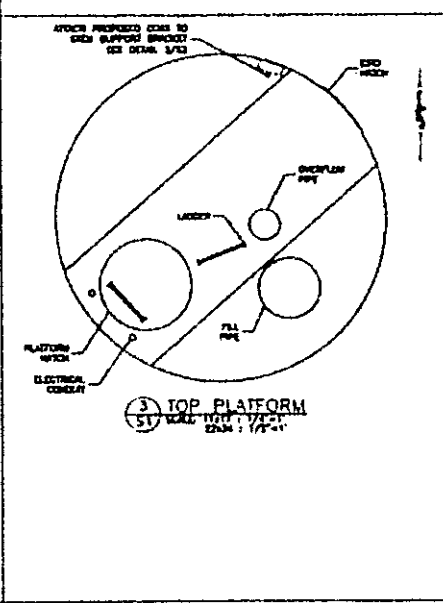
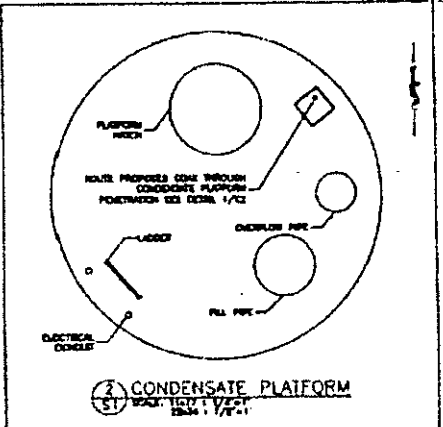
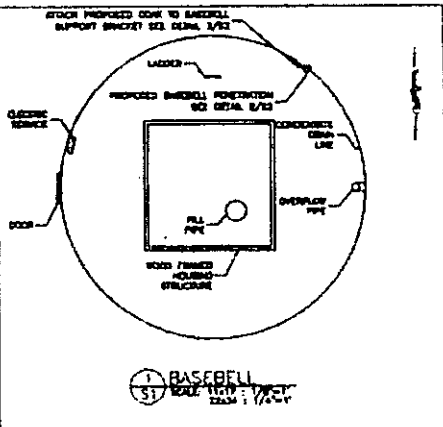
4' x 6' Raised Platform at the base of the Water Tower.

Miscellaneous jumpers, fastening hardware, mounts and conduits.

TX/RX Frequencies: 740-746 MHz and 2110-2120 MHz  
710-716 MHz and 1710-1720 MHz



**SOUTH ELEVATION**  
SCALE 1/8" = 1'-0"  
DATE: 11/17/11



STATE OF MICHIGAN  
JAMES L. COOPER, JR.  
Professional Engineer  
No. 004044  
Exp. 12/31/16

STRUCTURAL SHEETS S1 - S4



EVART NORTH W.T.  
904 N. MADD ST.  
EVART, MI

DATE	BY

PROJECT NO.     000000

REVISED BY     02-28-01-13

SCALE     AS

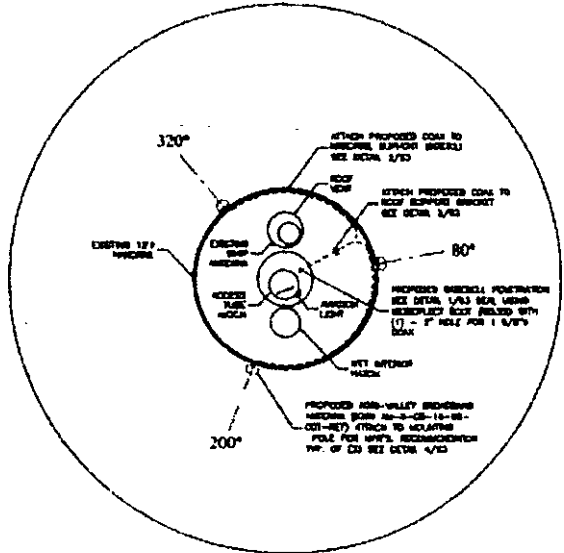
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DATE     11/17/11

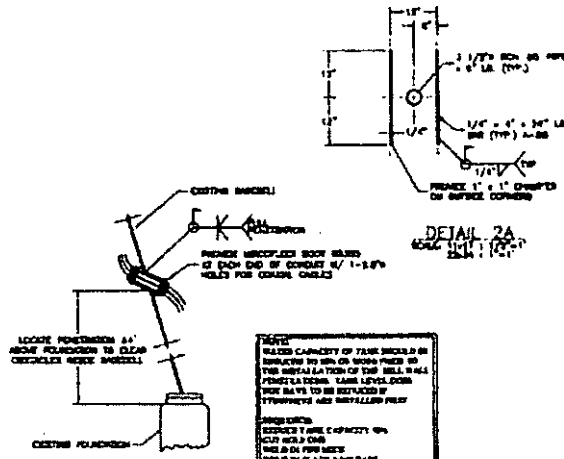
STRUCTURAL DRAWINGS

S1



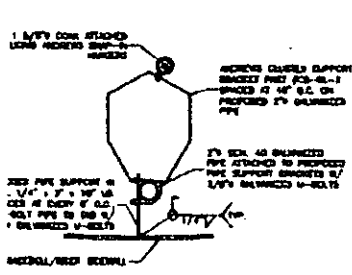


1 PLAN VIEW  
SCALE: 1/2\"/>

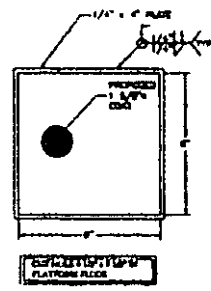


2A  
SCALE: 1/2\"/>

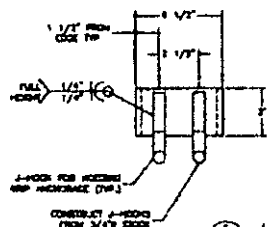
2 BASRELL PENETRATIONS  
SCALE: 1/2\"/>



3 BASRELL/RISER COAX ROUTING  
SCALE: 1/2\"/>



4 PLATFORM PENETRATION  
SCALE: 1/2\"/>



5 J-HOOK DETAIL  
SCALE: 1/2\"/>

NOTES:  
1) CHECK CAPACITY OF THESE RIGGERS IN  
RELATION TO WIND OR WAVE PRESSURE AS  
THEY ARE A PART OF THE BUILDING'S  
STRUCTURAL SYSTEM. SAME LEVEL LOADS.  
2) RIGGERS TO BE REINFORCED BY  
STEELWORK AND REINFORCED RIGGERS  
3) CHECK WIND CAPACITY WITH  
LOCAL BUILDING CODES  
4) RIGGERS TO BE PLACED OVER RIGGERS  
5) REINFORCE WITH STEEL

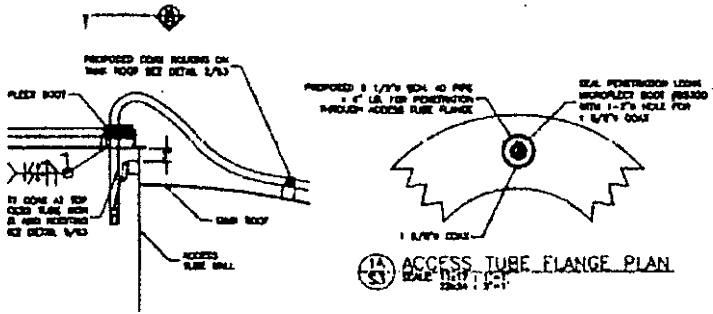


EVART NORTH W.T.  
944 N. MAIN ST.  
EVART, MI

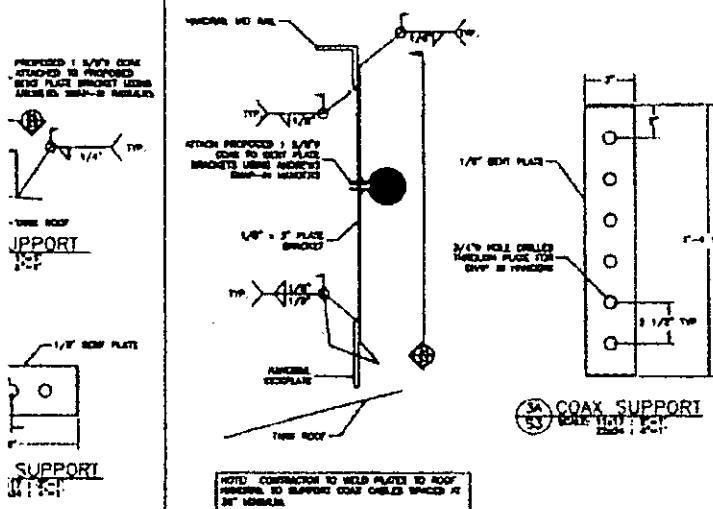
DATE	REVISION

PROJECT: 000000  
 DRAWING NO.: 22-00-01-13  
 SHEET: 03  
 SCALE: AS SHOWN  
 PROJECT: MD  
 STRUCTURAL DRAWINGS

S2

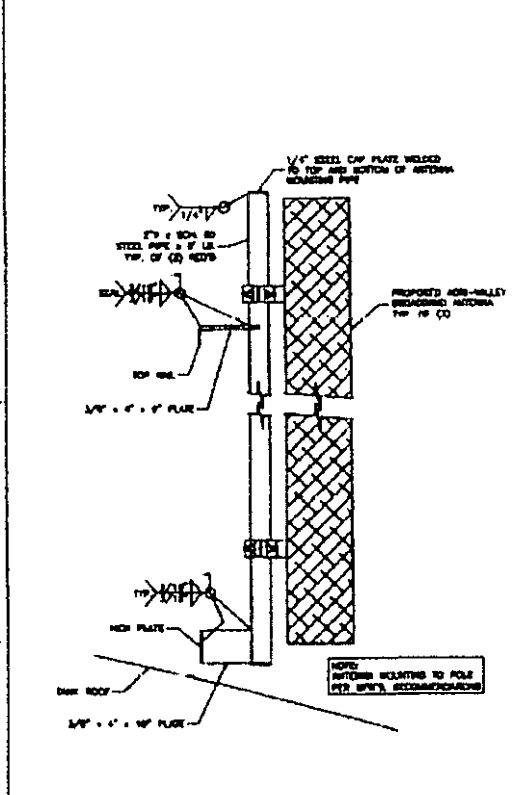


1A TUBE FLANGE PENETRATION  
SCALE: 1/2" = 1'-0"



3A COAX SUPPORT  
SCALE: 1/2" = 1'-0"

3 COAX ROUTING ON HANDBAIL  
SCALE: 1/2" = 1'-0"



4 ANTENNA MOUNT  
SCALE: 1/2" = 1'-0"



EVART NORTH W. T.  
904 N. MAIN ST  
EVART, MI

NO.	DATE	DESCRIPTION

DRAWING NO. \_\_\_\_\_  
 PROJECT NO. \_\_\_\_\_  
 DATE: 27-01-13  
 SHEET NO. 43  
 TOTAL SHEETS 80  
 STRUCTURAL DRAWINGS

S3

**GENERAL WELDING:**

1. ALL WELDING SHALL BE PERFORMED BY A CERTIFIED WELDER.
2. COMPLY WITH THE AWS D1.1 STRUCTURAL WELDING CODE, ANSI/AIWA D100-96 (LATEST EDITION THEREOF), "AIWA STANDARD FOR WELDED STEEL TANKS FOR WATER STORAGE" AND FEDERAL, STATE, AND LOCAL CODES, DURING CONSTRUCTION, DESIGN AND FABRICATION.
3. MAKE ALL WELDS TO THE TANK WALL WITH E7018 LOW HYDROGEN ROD. WELD SMOOTH AND AVOID UNDERCUTS AND BURRS. GRIND SMOOTH ALL WELDS SO THAT NO SHARP PROTRUSIONS REMAIN. SMOOTH IS DEFINED AS: "NO CUTS OR ABRASIONS OCCUR WHEN RUBBING YOUR HAND OVER THE WELD."
4. BEFORE WELDING, REMOVE ALL COATINGS WITHIN 6" OF THE AREA TO BE WELDED.
5. USE ASTM A-36 CARBON STEEL FOR ALL STRUCTURAL STEEL; USE A-307 BOLTS UNLESS OTHERWISE SPECIFIED.
6. FIELD FIT UP PROBLEMS OR CHANGES TO THE PLAN SHEETS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

**GENERAL PAINTING INSTRUCTIONS:**

1. SHOP PAINTING:  
ABRASIVE BLAST CLEAN ALL NEW STEEL TO COMMERCIAL GRADE (SSPC-SP6) CONDITION AND APPLY A THREE COAT EPOXY/URETHANE SYSTEM AS FOLLOWS:  

COAT	INCHES SERIES	MINIMUM DET	MAXIMUM DET
PRIMER	27	2.0	3.0
INTERMEDIATE	27	2.0	3.0
TOP COAT*	1074	2.0	3.0
2. EDGES TO BE WELDED IN THE FIELD SHALL NOT BE COATED (LEAVE A MINIMUM OF TWO INCHES BARE METAL)
3. FIELD PAINTING:  
EXTERIOR-SOLVENT CLEAN, SPOT POWER TOOL CLEAN ALL ABRADED AND WELDED AREAS TO A SSPC-SP11 GRAY METAL CONDITION AND SPOT COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED ABOVE.  
DRY INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL CONDITION AND APPLY A TWO COAT EPOXY POLYAMIDE SYSTEM AS FOLLOWS:

COAT	INCHES SERIES	MINIMUM DET	MAXIMUM DET
PRIMER	FC20	3.0	5.0
TOP COAT*	FC20	3.0	5.0

4. PREPARATION OF GALVANIZED MATERIAL:  
APPLY ONE COAT OF CLEAN 'N' ETCH AS PER MANUFACTURER'S RECOMMENDATIONS AND COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED BELOW.

COAT	INCHES SERIES	MINIMUM DET	MAXIMUM DET
PRIMER	66 HI-BUILD EPOXYLINE	2.0	3.0
TOP COAT*	1074 DURURA-SHELD	2.0	3.0
TOTAL		4.0	6.0

5. PREPARATION OF ALL MISCELLANEOUS ANTENNA EQUIPMENT:  
(ANTENNAS, COAX, MOUNTING BRACKETS)

COAT	INCHES SERIES	MINIMUM DET	MAXIMUM DET
PRIMER	135 CHEWBUILD EPOXY	3.0	4.0
TOP COAT*	1074 DURURA-SHELD	2.0	3.0
TOTAL		5.0	7.0

6. APPLY ALL COATINGS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.  
\*TOP COAT COLOR TO MATCH EXISTING COLOR. (SEE TANK OWNER FOR RECORDS)

GENERAL NOTES



EVART NORTH W.I.  
994 N. MAIN ST.  
EVART, MI

NO.	DATE	BY	REVISION/DESCRIPTION		
			NO.	DATE	DESCRIPTION

PROJECT NO. **000000**

DATE **22-08-01-13**

ISSUE NO. **25**

PROJECT NO. **MO**

FILE NO. **STRUCTURAL DRAWINGS**

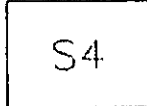


EXHIBIT D - SHORT FORM OF MEMO OF LEASE FOR RECORDING

**MEMORANDUM OF TOWER SPACE LEASE**

This Memorandum of Tower Space Lease ("Memorandum of Lease") evidences that a Tower Space Lease (the "Lease") was made and entered into on \_\_\_\_\_, 2013 between the City of Ewart, a municipal corporation, whose address is 200 S. Main Street, Ewart, Michigan 49631 , ("Landlord"), and Agri-Valley Broadband, Inc., a Michigan corporation, whose address is 7585 W. Pigeon Road, Pigeon, Michigan 48755 ("Tenant"), the terms of which are incorporated herein by reference.

The Lease provides in part that (1) Landlord owns the real property located at 200 N. Main Street, Ewart, Michigan 49631 (the Premises), which is legally described in Exhibit A of the Lease and also in Exhibit A to this Memorandum of Lease; (2) Landlord leases to Tenant part of the Premises that is described on Exhibit B to the Lease; (3) Tenant has rights to use the space to locate and operate its communications system, including antennae, equipment, cables, facilities, and improvements (collectively, the "Communications Equipment"); (4) the Lease's Initial Term is for 5 years commencing on the Lease's Effective Date; (5) Tenant may extend the Lease for five additional, five-year Renewal Terms; and (6) the parties may record a memorandum of the Lease.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of some of the central rights created in the Lease, all of which are confirmed. Capitalized words in this Memorandum of Lease have the same meaning as in the Lease. The parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

CITY OF EVART, a municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Ewart, a municipal corporation, on behalf of the corporation..

\_\_\_\_\_  
 \_\_\_\_\_, Notary Public

\_\_\_\_\_ County, Michigan

Acting in \_\_\_\_\_ County, Michigan

My Commission expires: \_\_\_\_\_

TENANT

AGRI-VALLEY BROADBAND, INC., a Michigan corporation

By: \_\_\_\_\_  
Raymond K. Leppien  
Its: General Manager

STATE OF MICHIGAN       )  
  )  
COUNTY OF HURON       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Raymond K. Leppien, the General Manager of Agri-Valley Broadband, Inc., a Michigan corporation, on behalf of the corporation.

\_\_\_\_\_  
, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_

Drafted by. When recorded, return to:  
Ronald D. Richards, Jr.  
Foster, Swift, Collins & Smith, P.C.  
313 S. Washington Sq.  
Lansing, Michigan 48933  
517.371.8100

**EXHIBIT A**

**[LEGAL DESCRIPTION OF PROPERTY ON WHICH LEASED SITE EXISTS]**

**The legal description of the Property is as follows:**

**City of Evert Water Tower**

**The parcel number is: 51-034-005-10**

**The Property address is:**

**200 N. Main St.  
Evert, MI 49631**

T-Mobile Site #:MT04674B

**EXHIBIT B**

**Description of T-Mobile's Equipment**

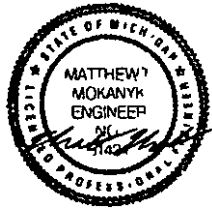


# T-Mobile®

SITE NAME:  
**CITY OF EVART /  
AVBI**

SITE NUMBER:  
**MT04674B**

STREET ADDRESS:  
994 N. MAIN,  
EVART, MI 49631



## DRAWING INDEX

T-1 TITLE SHEET	C-4 CABINET DETAILS
N-1 GENERAL NOTES	C-5 EQUIPMENT ELEVATION & DETAILS
N-2 GENERAL NOTES	C-6 EQUIPMENT DETAILS
C-1 SITE PLAN	E-1 ELECTRICAL NOTES & RACK DETAILS
C-2 EQUIPMENT PLAN	E-2 ELECTRICAL & GROUNDING DETAILS
C-2.1 EQUIPMENT ELEVATIONS	E-3 GROUNDING PLAN & NOTES
C-3 TOWER ELEVATION & ANTENNA DETAILS	E-4 GROUNDING DETAILS
C-3.1 RFDS & COLOR CODE	S1-S3 STRUCTURAL DRAWINGS

## APPROVALS

OPERATIONS	DATE
RF ENGINEER	DATE
ZONING ADMINISTRATOR	DATE
SITE ACQUISITION	DATE
T-MOBILE CONSTRUCTION MANAGER	DATE
PROPERTY OWNER	DATE
POWER APPROVAL	DATE
TELCO APPROVAL	DATE

# T-Mobile®

28505 SCHOOLCRAFT RD, BLDG#6  
LIVONIA, MICHIGAN 48150  
Phone: 734.367.7200  
Fax: 734.367.7242  
CONTACT: KEN KALOUSEK  
(734) 444-0191

LANDTECH PROJECT NUMBER 15323142

REV	DATE	DESCRIPTION	BY
0		PRELIMINARY DRAWINGS	KAB
1	06/27/15	REVISED PER STRUCTURAL & ELECTRICAL	KAB
2	10/27/15	REVISED PER PROPERTY OWNER'S UTILITY CONSULTANT	KAB

## 2015 ROB CONSTRUCTION DRAWINGS

NOTE: THESE DRAWINGS ARE TO SCALE WHEN PLOTTED ON 11"x17" SHEETS. REFER TO GRAPHIC SCALES ON REPRODUCTIONS.



SITE #:  
MT04674B

SITE NAME:  
CITY OF EVART /  
AVBI

SITE ADDRESS:  
994 N. MAIN,  
EVART, MI 49631

Sheet Title:  
**TITLE SHEET**

Sheet Number:  
**T-1**

## PROJECT DIRECTORY

## PROJECT INFORMATION

APPLICANT  
T-MOBILE CENTRAL LLC  
28505 SCHOOLCRAFT RD, BLDG#6  
LIVONIA, MI 48150  
PHONE: (734) 367-7200  
FAX: (734) 367-7242

CIVIL ENGINEER  
LANDTECH PROFESSIONAL SURVEYING AND  
ENGINEERING  
P.O. BOX 193  
1275 MCGREGOR WAY  
GRAWIN, MI 49637  
PHONE: (231) 943-0050

SURVEYOR  
LANDTECH PROFESSIONAL SURVEYING AND  
ENGINEERING  
P.O. BOX 193  
1275 MCGREGOR WAY  
GRAWIN, MI 49637  
PHONE: (231) 943-0050

DRAWING SCALE NOTE: THE DRAWINGS ARE DESIGNED FOR 11"x17" (LANDTECH SHALL SEND PAPER WHERE MUNICIPALITIES REQUIRE 24"x36" COPIES OF PRINTS. LANDTECH SHALL PLOT THE DRAWINGS AT A RATIO OF 2:1. ALL SUCH COPIES SHALL HAVE A SCALE 1/2 THE SHOWN SIZE.

TYPE OF CONSTRUCTION  
PROJECT TYPE: NEW INSTALLATION ON EXISTING 160' WATER TOWER

TOWER INFORMATION:  
(LATITUDE & LONGITUDE BASED ON NAD 83)  
LATITUDE: 43.9113° N  
LONGITUDE: -85.2582° W  
PROPOSED RAD CENTER HEIGHT: 168' AGL.

SQUARE FOOTAGE:  
PROPOSED LEASE AREA: 100 SQ. FT.

PROPERTY OWNERS:  
CITY OF EVART  
200 N. MAIN STREET  
EVART, MI 49631  
PARCEL NUMBER (TAX ID):  
51-034-005-10

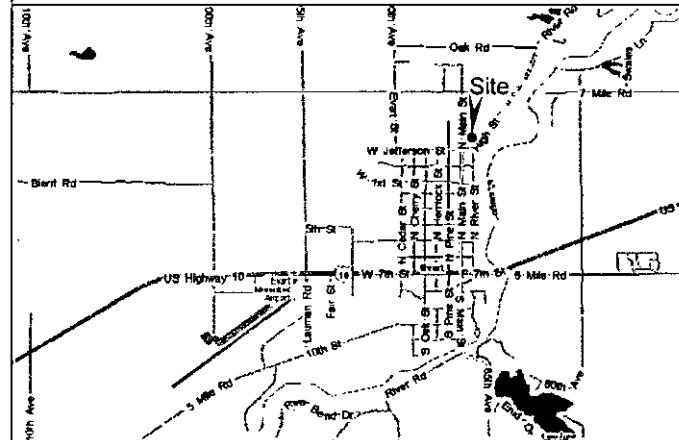
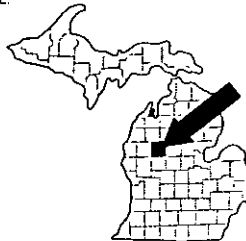
OCCUPANT LOAD:  
UNOCCUPIED

PARKING REQUIREMENTS:  
ADDITIONAL PARKING REQUIRED: NONE  
EXISTING PARKING MODIFICATIONS: NONE REQUIRED

SUBJECT SITE ZONING  
NOT PROVIDED

TOWER SETBACKS

FRONT: N/A-EXISTING TOWER  
REAR: N/A-EXISTING TOWER  
SIDES: N/A-EXISTING TOWER



VICINITY MAP  
NOT TO SCALE



DIRECTIONS TO SITE:  
FROM I-75 (US 23), AT EXIT 162B, TURN RIGHT ONTO RAMP, ROAD NAME CHANGES TO US-10 (M 25). KEEP STRAIGHT ONTO RAMP, ROAD NAME CHANGES TO US-10 (US-127). AT EXIT 162, KEEP RIGHT ONTO RAMP, ROAD NAME CHANGES TO US-10. TURN RIGHT (NORTH) ONTO N RIVER ST, TURN LEFT (WEST) ONTO E JEFFERSON ST, TURN RIGHT (NORTH) ONTO N MAIN ST. SITE IS LOCATED ON THE EAST SIDE OF N MAIN ST.

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:

- |                                  |                                      |
|----------------------------------|--------------------------------------|
| 1. 2012 MICHIGAN BUILDING CODE   | 7. 2012 MICHIGAN PLUMBING CODE       |
| 2. 2012 MICHIGAN MECHANICAL CODE | 8. INTERNATIONAL FIRE CODE           |
| 3. ANSI/EIA-222-G                | 9. 2012 MICHIGAN UNIFORM ENERGY CODE |
| 4. NATIONAL ELECTRIC CODE 2014   | 10. MSHA RULES AND REGULATIONS       |
| 5. LOCAL BUILDING CODE           | 11. NFPA-101 LIFE SAFETY CODE        |
| 6. CITY/COUNTY ORDINANCES        |                                      |

## GENERAL NOTES

### DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS AT THE PROJECT SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. DR IS RESPONSIBLE FOR SAME.

THIS SEAL CERTIFIES ONLY THE CIVIL ENGINEERING DESIGN AND RELATED DETAILS SHOWN ON THESE PLANS. THIS SEAL DOES NOT CERTIFY ANY ARCHITECTURAL, ELECTRICAL, MECHANICAL, STRUCTURAL DESIGN AND RELATED DETAILS INCLUDED IN THESE PLANS.

FOR SITES WHERE A CRANE IS NECESSARY, THE CONTRACTOR SHALL CONFIRM AN UNOBSTRUCTED ROUTE FOR THE CRANE FROM PUBLIC ROAD TO TOWER SITE PRIOR TO CONSTRUCTION. NO AERIAL OBSTRUCTIONS UNDER 10 FEET FEET ABOVE GRADE, INCLUDING AERIAL UTILITY LINES, ARE ALLOWED ALONG SAID CRANE ROUTE.



NO PART OF THIS DOCUMENT MAY BE REPRODUCED, STORED IN OR INTRODUCED INTO A RETRIEVAL SYSTEM OR TRANSMITTED IN ANY FORM OR BY ANY MEANS ELECTRONIC, MECHANICAL, PHOTOCOPIING, RECORDING, OR OTHERWISE, OR FOR ANY PURPOSE, WITHOUT THE EXPRESS WRITTEN PERMISSION OF LANDTECH.

DIVISION 1 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 Intent

- A. These specifications and drawings accompanying them describe the work to be done and the materials to be furnished for the construction of the project.
- B. The drawings and specifications are intended to be fully explanatory and supplementary. However, should anything be shown, indicated or specified on one and not the other, it shall be the same as is shown, indicated or specified in both.
- C. The intention of the documents is to include all labor and materials necessary necessary for the proper execution and completion of the work as stipulated in the contract.
- D. The purpose of the specifications is to ascertain the intent of the drawings and to designate the required materials, type and quality of materials required to complete the work.
- E. Minor deviations from the design if not anticipated and shall be considered as part of the work. No changes that alter the character of the work will be made or permitted by the Owner without a change order.

1.2 Conflicts

- A. The Contractor shall be responsible for verification of all measurements at the site before carrying any materials or doing any work. No extra charge or compensation shall be allowed due to difference between actual dimensions and dimensions indicated on the construction drawing. Any such discrepancy in dimension which may be found shall be submitted to the Owner for consideration before the Contractor proceeds with the work in the affected areas.
- B. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any error or thing concerning the work which the Bidder might have fully discovered prior to the bidding.
- C. No site of occurrence of conditions that exist, or of difficulties or conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all of the requirements.

1.3 Contracts and Warranties

- A. Each Contractor is responsible for obtaining the building permit at the local jurisdiction as the Contractor of record and provide local jurisdiction with all proof required to qualify as a Contractor in that jurisdiction. The Contractor shall be responsible only for the amount of any fee paid as follows:
  - 1. Plan review fee
  - 2. Building permit fee
  - 3. Construction and inspection fee
  - 4. Development fee
- B. Contractor is responsible for application and payment of Contractor licenses and bonds.

1.4 Storage

- A. Materials must be stored in a level and dry fashion in a manner that does not necessarily obstruct the flow of other work. Any storage method must meet all accommodations of the associated manufacturer.

1.5 Clean Up

- A. Contractor shall at all times keep the site free from accumulation of waste material or rubbish at the work site and, at completion of the work, shall remove all rubbish from and around the building area, including all tools, equipment, and surplus materials and shall leave the work area clean and ready for use.

1.6 Change Order Procedure

- A. Change orders may be submitted by the Contractor indicating the Contractor work under request from the Owner shall prepare a written proposal describing the change in work or materials and any changes in the contract amount and present to the Owner for approval. Without the approval of the Owner, the Contractor shall not proceed with the work. Any changes in scope of work or materials which are performed by the Contractor without a written change order as described and approved by the Owner shall place full responsibility of these actions on the Contractor.

1.7 Related Documents And Coordination

- A. General City, municipal and other drawings are indicated in performance of the work. The Contractor must refer to all drawings. All coordination to be the responsibility of the Contractor.

1.8 Products And Substitutions

- A. Submit 3 copies of each request for substitution. In each request identify the product or function as established method to be replaced by the substitution. Include related specification sections and drawing numbers and compare dimensions showing compliance with the requirements for substitution.
- B. Submit all necessary product data and cut sheets which properly indicate and describe the items, products, and materials being substituted. The Contractor shall, if deemed necessary by the Owner, submit actual samples to the Owner for approval in lieu of cut sheets.

1.9 Quality Assurance

- A. All work shall be in accordance with applicable local, state and federal regulations. These shall include but not be limited to the latest version of the following:
  - ANSI/AIA - Z22 - E
  - Uniform Building Code (UBC)
  - 2006 Building Officials and Code Administrators (BOCA 2006)
  - National Electrical Code (NEC) with local Amendments
  - Underwriters Laboratories Approved Electrical Products
  - American Institute of Steel Construction Specifications (AISC)
  - Life Safety Code NFPA - 101
  - Minimum design criteria for steel moment resists and supporting structures will be TIA / IBA - Z22 - F

1.10 Administration

- A. Prior to the commencement of any work, the Contractor will assign a Project Manager who will act as a single point of contact for all personnel involved in the project. The Project Manager will develop a master schedule for the project which will be submitted to the Owner prior to the commencement of any work.
- B. Submit to be short to job progress not more than 3 days after the date established for commencement of the work on the schedule. Indicate a time bar for each major category or unit of work to be performed at site, properly sequenced and coordinated with other elements of work. Show completion of the work sufficiently in advance of the date established for substantial completion of the work.
- C. Prior to commencing construction the Owner will schedule an "owner" meeting with all major parties. This would include (though not limited to) the Owner, local telephone company, Tower Erectors (if subcontracted).
- D. Contractor shall be equipped with some means of constant communications, such as a mobile phone or a pager. This equipment will NOT be supplied or paid for by the Owner but will require service to be arranged.
- E. During construction Contractor must ensure that employees and Subcontractors wear OSHA Level D personal protective equipment at all times. The Contractor must comply with all applicable OSHA requirements.
- F. Contractor shall be equipped with some means of constant communications, such as a mobile phone or a pager. This equipment will NOT be supplied or paid for by the Owner but will require service to be arranged.
- G. During construction Contractor must ensure that employees and Subcontractors wear OSHA Level D personal protective equipment at all times. The Contractor must comply with all applicable OSHA requirements.

- D. Contractor shall be equipped with some means of constant communications, such as a mobile phone or a pager. This equipment will NOT be supplied or paid for by the Owner but will require service to be arranged.

1.11 Insurance And Bonds

- A. Contractor shall at his own expense carry and maintain for the duration of the project all insurance as required and shall not commence work until he has presented a certificate of insurance listing all coverages to the Contractor who shall in turn forward a copy of all certificates to the Owner.

DIVISION 2 - SITE WORK

PART 1 - GENERAL

1.1 Work Included

Refer to the survey and architectural site plan for work included.

1.2 Related Work

- A. Installation of drainage system
- B. Erection of fence
- C. Access road
- D. Parking area

1.3 Descriptions

Access road: Unimproved areas and sites are constructed to provide a well drained, easily maintained, even surface for motor equipment deliveries and maintenance personnel access.

1.4 References

- A. MOOT - Michigan Department of Transportation, "Standard Specifications for Construction," 2002 edition
- B. ASTM - American Society of Testing Materials, latest edition

1.5 Quality Assurances

- A. Contractor shall apply test standards in accordance with manufacturer's recommendations as needed.
- B. Vegetation and landscaping if required within the contract shall be placed and maintained as recommended by nursery industry methods.

1.6 Sequencing

- A. Contractor shall confirm survey stakes and set elevations. Stakes prior to any construction.
- B. The complete road and site area shall be cleared of heavy growth of grass, trees, shrubs and stumps prior to foundation construction or placement of backfill or substrate material.
- C. Construct temporary construction to allow access drive.
- D. The site area shall be brought to substrate course elevation and the access road to base course elevation prior to forming foundation.
- E. Contractor shall apply soil test results prior to raising base material.
- F. If required, grade shall be tested and match distributed area immediately after clearing the site and before any foundation work.
- G. If necessary, gravel from temporary construction zone.
- H. After applications of final surfaces, soil test results shall be applied to the base surfaces.

1.7 Submittals

- A. Prior to Construction
  - 1. If landscaping is applicable to the contract, submit two copies of the landscaping plan under nursery letterhead. If a landscape allowance was included in the contract, submit an itemized list of proposed items under nursery letterhead (Order to site plan for landscaping requirement).
  - 2. Submit for approval 1/2 cubic feet of the proposed surface course materials.
- B. Following Construction
  - 1. Manufacturer's description of product and warranty statement on soil horizons treatment.
  - 2. Manufacturer's description of product on grass seed and fertilizer if needed.
  - 3. Landscaping warranty statement, if required.

1.8 Warranty

- A. In addition to the warranty on all construction covered in the contract documents, the Contractor shall repair all damage of whatsoever property caused by construction.
- B. Soil horizons applicator will guarantee vegetation free road and site area for one year from the date of final inspection.
- C. Disturbed areas shall reflect growth of new grass cover prior to final inspection.
- D. Landscaping, if included within the scope of the contract, shall be guaranteed for one year from date of final inspection.

PART 2 - PRODUCTS

2.1 Material

- A. Subbase: Gravel material MOOT Class II or BA MOOT # 023
- B. Aggregate Base Course
  - 1. For bases to be surfaced with concrete or bituminous mixture use Aggregate 22A unless otherwise specified. MOOT 3 5 0 02 and 0 2 0 2
  - 2. For letters to be surfaced with aggregate use Aggregate 8A or 5-4" crushed concrete per MOOT.
  - 3. Aggregate Surface Course: Use Aggregate 21AA when the aggregate surface course is to be constructed without a bituminous surface. MOOT 3 0 2 02 and 0 2 0 2

2.2 Equipment

- A. Construction shall be accomplished by mechanical means.
  - 1. Larger areas shall be compacted by sheep foot, vibrator or rubber tired rollers weighing at least five tons.
  - 2. Smaller areas shall be compacted by power driven hand held rollers.

PART 3 - EXECUTION

3.1 Preparation

- A. Clear trees, brush and debris from site area and access road right of way if required.
- B. Prior to other excavation and construction efforts clear site of organic material to a minimum of six inches below original ground level.
- C. Unless otherwise instructed by the Owner, remove trees, brush and debris from the vicinity to an authorized landfill.
- D. Prior to placement of fill or base materials, proof off the soil.
- E. Where unstable soil conditions are encountered, cover cleared areas with stabilizer mat prior to placement of fill or base material.

3.2 Installation

- A. The site and limited area shall be at the substrate course elevation prior to forming foundations. Grade of fill the site and access road as required such that there is an even distribution of soils resulting from foundation excavations. The resulting grade shall correspond with final substrate course elevations and be installed from finished grade or as noted.
- B. Excavations shall be backfilled with approved soil and not spread beyond the limits of Compressed property unless authorized by project manager.
- C. The access road shall be brought to base course elevation prior to foundation construction to permit use. Construction shall be performed during construction of the site.
- D. Avoid creating depressions where water may pond.

- E. The Contractor shall be surfaced to include grading, banking, ditching and other drainage indicated. Covering with two inches of aggregate shall occur after the final surface is graded to the Owner site conforming at the point of intersection with the nearest public thoroughfare.
- F. When improving an existing access road, the existing road shall be graded to remove any organic matter and smooth the surface before placing fill or base.
- G. Fill material or stone shall be placed in not more than six inch lifts and compacted as described in Section 7 10 prior to placement of next lift.
- H. The final grade, including top surface course, shall extend a minimum of three feet beyond the site lines and shall cover the area as indicated.

- I. Systems
  - 1. The lines, conform to design site section.
  - 2. Construction method: Place in layers not exceeding 15 inches loose measure. Speed evenly and compact to not less than ninety-five percent (95%) maximum density according to Michigan Best Core Test. Conform construction to MOOT 2 11 03.

3.3 Descriptions

Aggregate Base Course
 

- 1. Thickness: Compacted in place in two (2) equal courses
- 2. Construction Method: Confirms the placing of aggregate base course use MOOT 0 01 07

X. Aggregate Surface Course

- 1. Thickness: Compacted in place in two (2) equal courses
- 2. Construction Method: Conform construction of an aggregate surface course to MOOT 3 0 0 2 by Section 7 10 F

- O. Roads shall be applied to the side slopes of all finished site areas, paving areas and to all other areas greater than 1:1.
- P. Retain shall be applied to the side of ditches or drainage swales.
- Q. Retain shall be applied to the side of all ditches at culvert openings.
- R. Reed fertilizer and straw cover shall be applied to all other disturbed areas and other drainage swales, not otherwise specified.
- S. Under the circumstances will discuss, written or verbally be placed such that they direct water towards or permit standing water immediately adjacent to the site. If Owner designs or revisions conflicts with the guidance the Owner should be advised immediately.

- 1. If any ditch has side slopes greater than ten percent, mound diversionary headwalls in the ditch at the point of use from the Contractor. Continue to month base area until complete coverage is obtained.
- U. Seed and fertilizer shall be applied to favorable conditions that will encourage rooting. Rate shall be seeded to level the surface and broken the soil.
- V. Base seed in two directions to twice the quantity recommended by the seed producer.
- W. Contractor is responsible for the growth of seeded and landscaped areas by watering up to the point of use from the Contractor. Continue to month base area until complete coverage is obtained.

DIVISION 3 - CONCRETE

PART 1 - GENERAL

1.1 Inspections

- A. LOCAL BUILDING INSPECTION SHALL RECEIVE ADEQUATE NOTIFICATION IN ADVANCE OF CONCRETE POURS.

1.2 Summary

- A. The work includes all cast-in-place concrete.

1.3 References

- ASTM - American Society Testing Materials, latest edition. ACI - American Concrete Institute, latest edition. MOOT - Michigan Department of Transportation, "Standard Specifications for Construction," 1990 edition. ACI 318 Building Code Requirements for Reinforced Concrete.

1.4 Submittals

- A. Proposed mix design prepared by an approved independent testing firm for each class of concrete. Select proportions according to ACI 301.05 Section 3 I Method 1 or Method 2.
- B. Shop drawings showing dimensions and locations for placing the reinforcing steel and accessories. Details of reinforcement and accessories shall be in accordance with ACI 318.
- C. Certificates for the following:
  - 1. Cement
  - 2. Aggregate
  - 3. Admixtures
  - 4. Reinforcement

PART 2 - PRODUCTS

2.1 Materials

- A. Cement: ASTM C150 or ASTM C595 (minimum by ash content shall be 20% by weight). All cement used in exposed concrete shall be of the same brand from the same mill.
- B. Coarse aggregate: ASTM C33
- C. Fine aggregate: ASTM C33
- D. Mixing water: Clean fresh and potable.
- E. Admixtures: Air-entraining: ASTM C260. Water-reducing, retarding and accelerating: ASTM C494. Calcium chloride: Will not be permitted as an admixture. Plasticizers: admixtures: ASTM C494, Type F, less on liquid based to a percent (1%).

- F. Reinforcement: Refer to lower foundation design or tower manufacturer for size for rebar and configuration of rebar mat bars.
- G. Curing Compound if needed: ASTM C309

2.15 Field Quality Control

- A. Compaction shall be at least 95% of maximum density and within 2% of optimum moisture content in accordance with ASTM D-1557. Areas of settlement shall be excavated and refilled at Contractor's expense.
- B. All trees placed in conjunction with a landscape contract will be wrapped, top with heavy protective net and secured to 2" x 2" x 2" x 2" each wooden stakes, extending two feet into the ground on four sides of the tree.
- C. All exposed areas shall be protected against washouts and soil erosion. When areas will be cleared at the most approach to all lower in existing works. Where the site or other areas have been excavated immediately adjacent to a rail line, erosion control mat will be placed full length in the areas between the site and the rail bed to prevent contamination of the rail bed.
- D. Field inspection and testing to be performed by a firm acceptable and paid for by the Owner. When additional testing of materials or concrete is necessary because of time delay by test or inspection to meet specification requirements, the cost of the additional testing shall be paid for by the Contractor. Additional testing for early form removal shall also be paid for by the Contractor.
- E. Acceptance Testing: If initial testing indicates failure or non-compliance to specifications, perform additional test. If further testing verifies non-compliance, additional testing shall be paid for by CONTRACTOR. Replace non-complying material at no additional cost to OWNER.

2.2 Proportioning Concrete

- A. Proportions and Mixtures: Proportioning Concrete Types 1, FC I, A, P, A. Minimum Cement Content: 5.5 sacks/cu yd for 3500 psi; 6.0 sacks/cu yd for 4000 psi. Course Aggregate: MOOT 6A. Sand: MOOT 280. Maximum Water-Cement Ratio: 5.0 gal/ sack. Minimum Slump: 35-cm for floors and stairs or 4 inches otherwise (individual batches may be ± 1" inch as long as the average of all batches is at or below maximum).
- B. Admixtures: Approval of ENGINEER required. Use in accordance with the manufacturer's instructions.
- C. If the CONTRACTOR wishes to place concrete by pumping, the mix design shall be prepared in accordance with these specifications and the recommendations of ACI 308.

2.3 Fabricating Reinforcement

Fabricate in accordance with approved shop drawings and ACI 318.

PART 3 - EXECUTION

3.1 Performance

In accordance with the requirements of ACI 301, Chapters 4 through 13, 17 and 18.

3.2 Concrete Work For Dilled Piers

All concrete pour shall be dilled and bound on the same day to prevent any migration of water into the hole and to prevent drying from contracting in the hole.

3.3 Field Quality Control

- A. Provide access to all portions of the work and any necessary assistance in obtaining and handling samples at the project or other material sources. These concrete test cylinders will be taken for every 50 cubic yards of in-place concrete for each class of concrete placed in any one day. One additional cylinder will be taken during cold weather concreting and be cured on the project site under the same conditions as the concrete it represents. One slump test will be taken for each set of cylinders taken.

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(734) 444-0181

LANDTECH PROJECT NUMBER			
REV	DATE	DESCRIPTION	BY
0	08/01/15	PRELIMINARY DRAWINGS	KAB
1	09/02/15	REVISED PER STRUCTURING & USABLE AREA	KAB
2	10/27/15	REVISED PER PROPERTY OWNER UTILITY CONSULTANT	KAB

2015 ROB CONSTRUCTION DRAWINGS

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MT04674B  
  
SITE NAME:  
CITY OF EVART / AVBI  
  
SITE ADDRESS:  
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EVART, MI 49631

Sheet Title:  
**GENERAL NOTES**

Sheet Number:  
**N-1**

NOTE: THESE NOTES ARE OF A GENERAL NATURE AND ARE NOT SITE-SPECIFIC. SOME NOTES MAY NOT APPLY TO THIS SITE. CROSS-REFERENCE NOTES WITH OTHER SHEETS AND T-MOBILE SCOPE OF WORK TO VERIFY WORK TO BE COMPLETED.

Division 15 - MECHANICAL

PART 1 - GENERAL

- 1. Included - Work of this section generally includes provisions of major mechanical equipment necessary for installation of mechanical systems shown on the contract drawings and specified in the General Notes.
2. Related - The General Requirements Division of the Specification Notes is hereby made a part of this specification.
3. Work performed by other trades...

PART 3 - EXECUTION

- 1. Workmanship
A. Work throughout shall be performed by men skilled in the installation of the various trades of the work herein specified.
2. Cuts, Bases, Supports - Make cuts, bases, and equipment supports...

DIVISION 5 - FENCE

PART 1 - GENERAL

- 3.1 Work Included
A. Refer to the site plans for size and location of fence and gates to be installed.
3.2 Related Work
A. Coordinate fence grading with Electrical Contractor.
3.3 Description
A. A security fence is provided in order to inhibit unauthorized access to the site area.
3.4 Quality Assurance
Refer to Fence Detail Plan.
3.5 Sequencing
A. If the site area has been brought up to surface course elevation prior to fence construction...

DIVISION 7 - ANTENNA SYSTEM

PART 1 - GENERAL

- 1.1 Work Included
A. Erect furnished tower as indicated in the drawings.
B. Install antenna as indicated on drawings and Owner specifications.
1.2 Requirements of Regulatory Agencies
A. Furnish U.L. listed equipment...

DIVISION 16 - GENERAL ELECTRIC

PART 1 - GENERAL ELECTRICAL PROVISION

- 1. Submittal of bid indicates Contractor's cognizance of all job site conditions and work to be performed under this contract.
2. Contractor shall perform all verification, observability, testing, and maintenance work prior to the opening of the electrical equipment and the actual construction.
3. Contractor shall submit a written notice of all findings to the architect listing all malfunctions, faulty equipment and discrepancies.
4. All conductors shall be installed in accordance with the National Electrical Code (NEC) and all applicable codes and standards.

PART 2 - PRODUCTS

- A. All materials and equipment shall be new and in perfect condition when installed and shall be of the best grade and of the same manufacturer throughout for each class or group of equipment.
B. All conductors shall be installed in accordance with the National Electrical Code (NEC) and all applicable codes and standards.
C. All conductors shall be installed in accordance with the National Electrical Code (NEC) and all applicable codes and standards.

PART 3 - UNDERGROUND ELECTRICAL SERVICE

- A. Coordinate the electrical service with the utility company.
B. Contractor to coordinate with utility company connection of temporary and permanent power to the site.
C. The service shall be installed in accordance with all applicable codes and standards to be acceptable to the governing authorities.

PART 4 - GROUNDING CONNECTIONS

- A. External Connections
All external grounding connections shall be made by the "coldlead" process.
B. Ground Rods
All ground rods shall be 1/2" diameter x 10' long "coldlead" process.
C. Ground Bars
All ground bars shall be 1/4" thick bare copper plate and of size indicated on drawings.
D. Ground Ring
The ground ring encircling the building shall be minimum size of no. 2 AWG bare copper conductor.

PART 5 - ASTM Fall Potential Tests

- A. Ground tests shall be performed as indicated on drawings. A grade ground rod meter or the method of using two auxiliary ground rods as described in IEEE standard 101-1983, part I may be used.
B. Contractor to conduct ground resistance test in the manner as follows:
1. Equipment Building
A. First test - shall be with four ground rods installed one at each corner of the building but not connected to the main grounding bus.

PART 2 - PRODUCTS

- 1. Approved manufacturers - approval by name listed in this specification does not imply that the manufacturer standard product meets the intent of the drawings and specification.
2. Materials - Materials throughout shall be new and of the best grades specified. They shall be standard catalog items and manufactured by nationally known manufacturers of the items specified.
3. Solder - All solder used on metal fittings shall be 95-5 hard solder using lead or silver solder as specified.

T-Mobile logo and contact information: 28505 SCHOOLCRAFT RD, BLDG#6 LIVONIA, MICHIGAN 48150 Phone: 734.367.7200 Fax: 734.367.7242 CONTACT: KEN KALOUSEK (734) 444-0181

Table with columns: REV, DATE, DESCRIPTION, BY. Contains revision history for the drawings.

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SITE #: MT04674B
SITE NAME: CITY OF EVART / AVBI
SITE ADDRESS: 994 N. MAIN, EVART, MI 49631

GENERAL NOTES

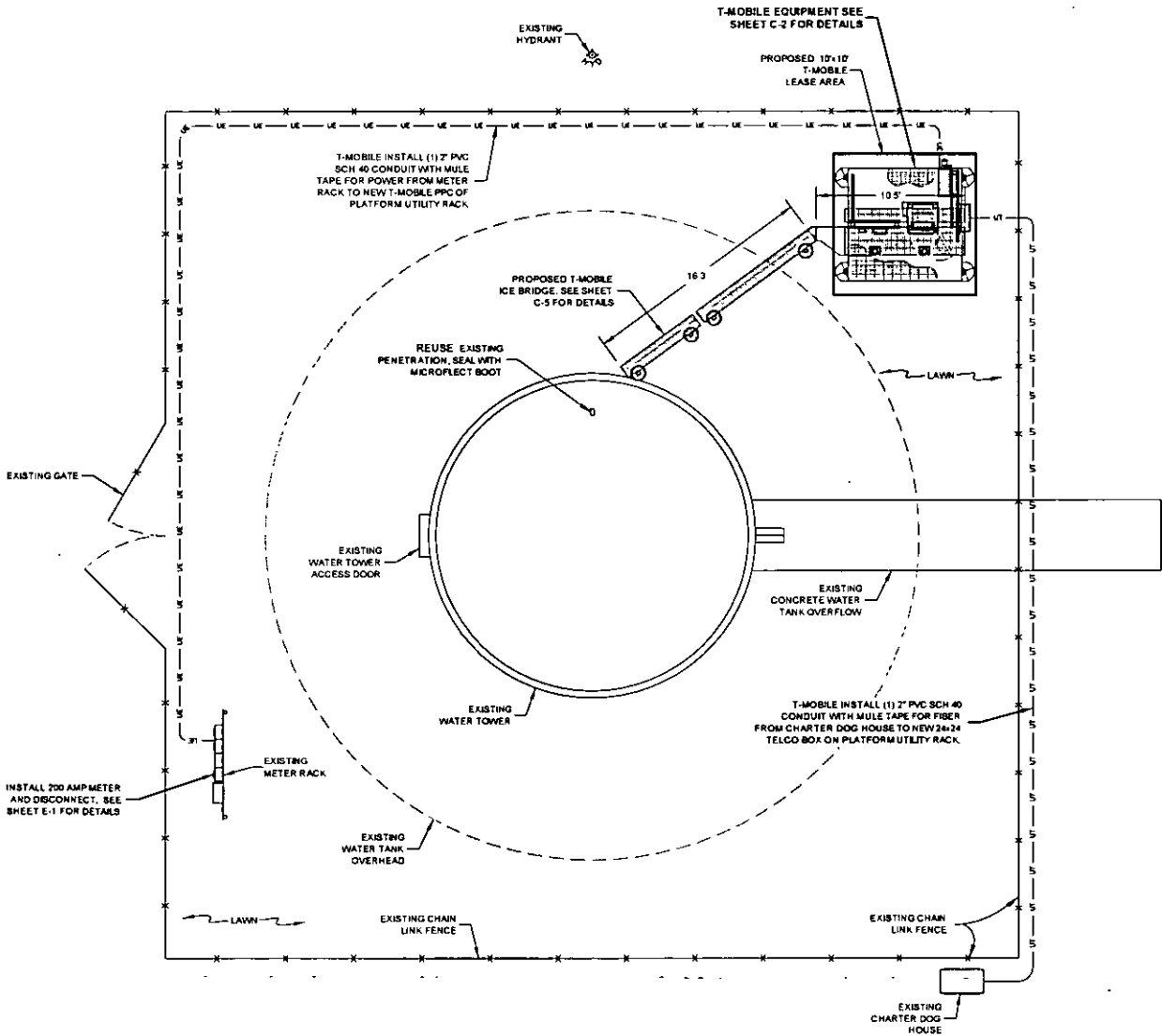
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Sheet Number: N-2

# GENERAL NOTES

1. ELEVATIONS ARE U.S.G.S. DATUM
2. SURVEY INFORMATION SHOWN IS FROM A SURVEY CONDUCTED BY LANDTECH PROFESSIONAL SURVEY & ENGINEERING
3. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION
4. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED
5. DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS
6. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-CONSTRUCTED DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO THE ENGINEER AT THE COMPLETION OF THE PROJECT
7. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES
8. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ENGINEER FOR RESOLUTION AND INSTRUCTION. NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL LOCAL DIGGER HOT LINE FOR UTILITY LOCATIONS 3 WORKING DAYS PRIOR TO START OF CONSTRUCTION
9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO INSPECTION OF FINAL WORK
10. THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION
11. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS
12. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS
13. STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY
14. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 96% OF STANDARD PROCTOR DENSITY
15. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE
16. ANY FILL PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER
17. THE GRADES WITHIN THE FENCED-IN AREA ARE TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 96% OF STANDARD PROCTOR COVERING THE AREA WITH 8 MIL VISQUENE (1" OVERLAP AT SEAMS) FOR WEED SUPPRESSION, THEN ACHIEVING FINISH GRADE BY ADDING 3/4" CRUSHED STONE #40 FINES
18. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR
19. ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR
20. DRIVEWAY CONSTRUCTION, GRADING AND DRAINAGE WORK SHALL CONFORM TO ALL STATE AND LOCAL COUNTY ORDINANCES
21. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION

NOTES  
TYPE OF TOWER, WATER TANK  
RAD CENTER: 168' AGL  
ICE BRIDGE: 27 FT  
HYBRID CABLE: \_\_\_\_\_



# T-Mobile

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LANDTECH PROJECT NUMBER 15323142

REV	DATE	DESCRIPTION	BY
0	06/21/15	PRELIMINARY DRAWINGS	KAS
1	06/22/15	REVISED PER STRUCTURAL SPECIALIST WORK	KAS
2	10/27/15	REVISED PER PROPERTY OWNERS UTILITY COMPLETE	KAS

## 2015 ROB CONSTRUCTION DRAWINGS

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CITY OF EVART / AVBI

SITE ADDRESS:  
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## SITE PLAN

Sheet Number:  
**C-1**

# T-Mobile

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LANDTECH PROJECT NUMBER: 15323142

REV	DATE	DESCRIPTION	BY
0	08/15/15	PRELIMINARY DRAWINGS	KAB
1	08/27/15	REVISED PER STRUCTURING & SPECIALTED NOTES	KAB
2	08/27/15	REVISED PER PROPERTY OWNERS UTILITY CONSULTANT	KAB

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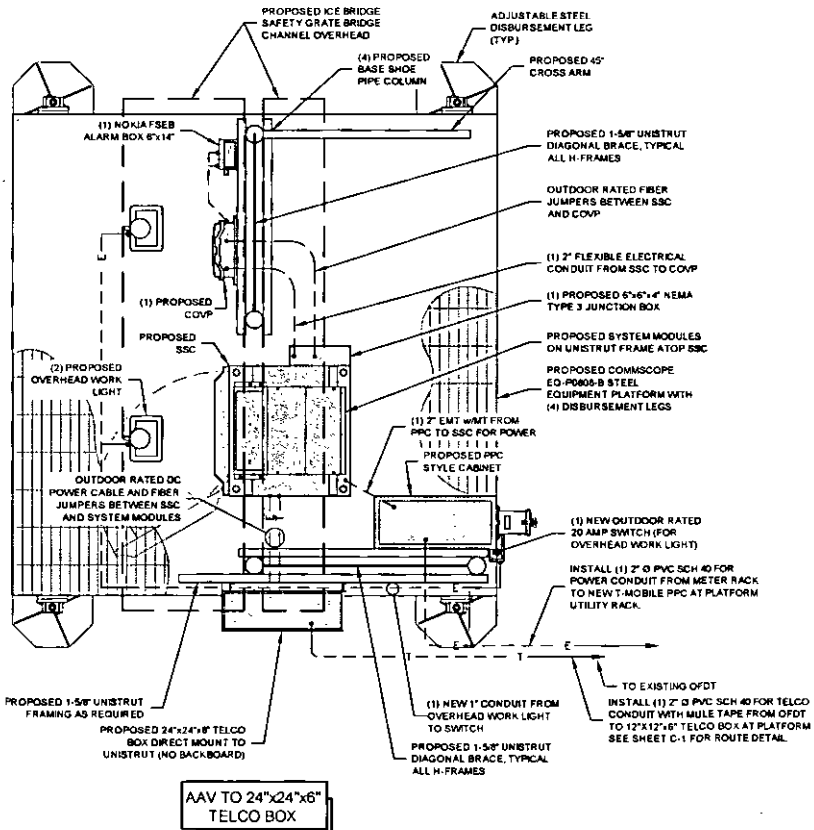
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Sheet Title:

EQUIPMENT PLAN

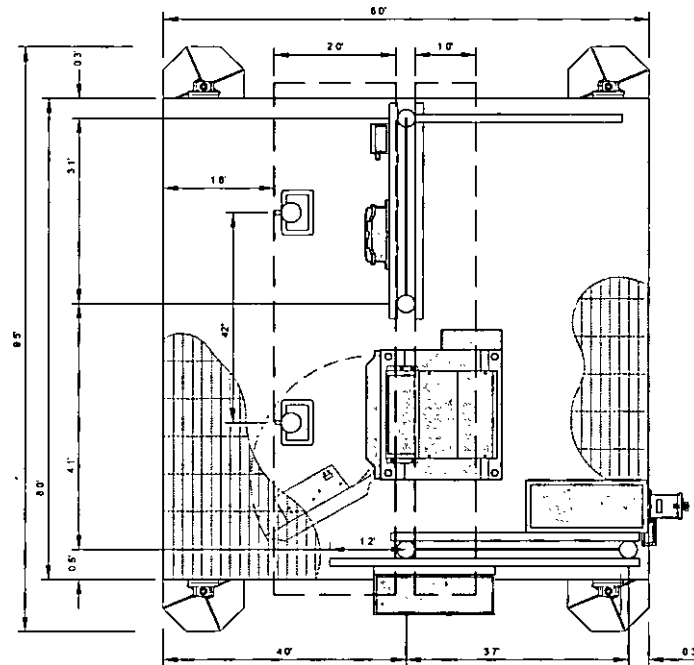
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C-2



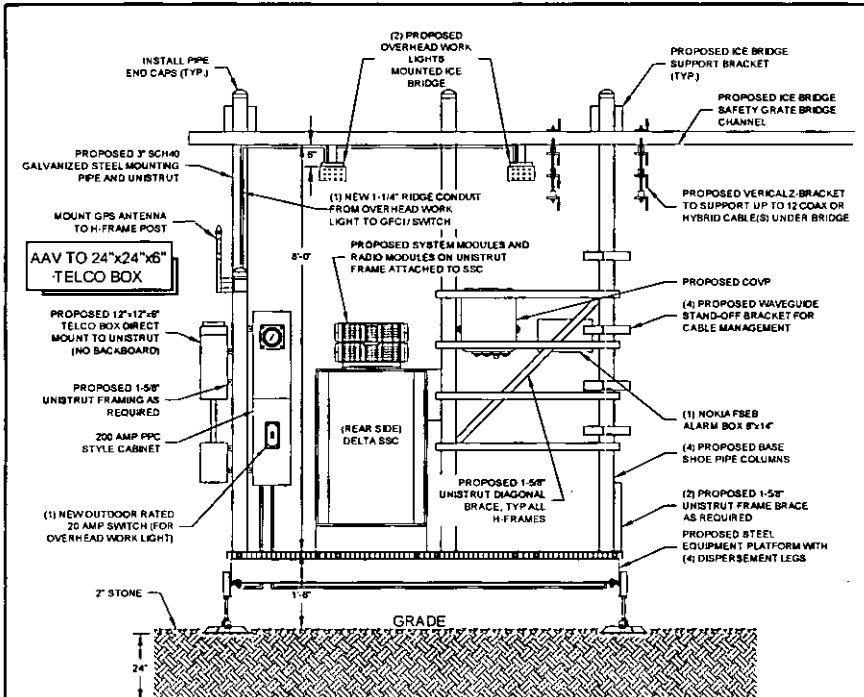
### EQUIPMENT PLAN

NOT TO SCALE

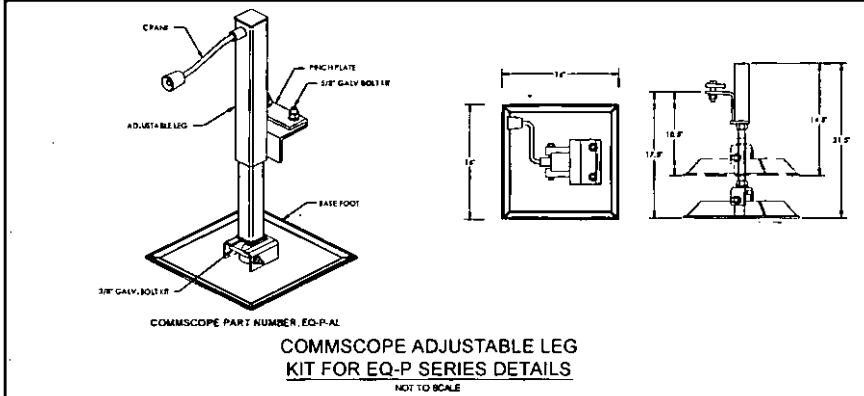


### GEOMETRIC PLAN

NOT TO SCALE



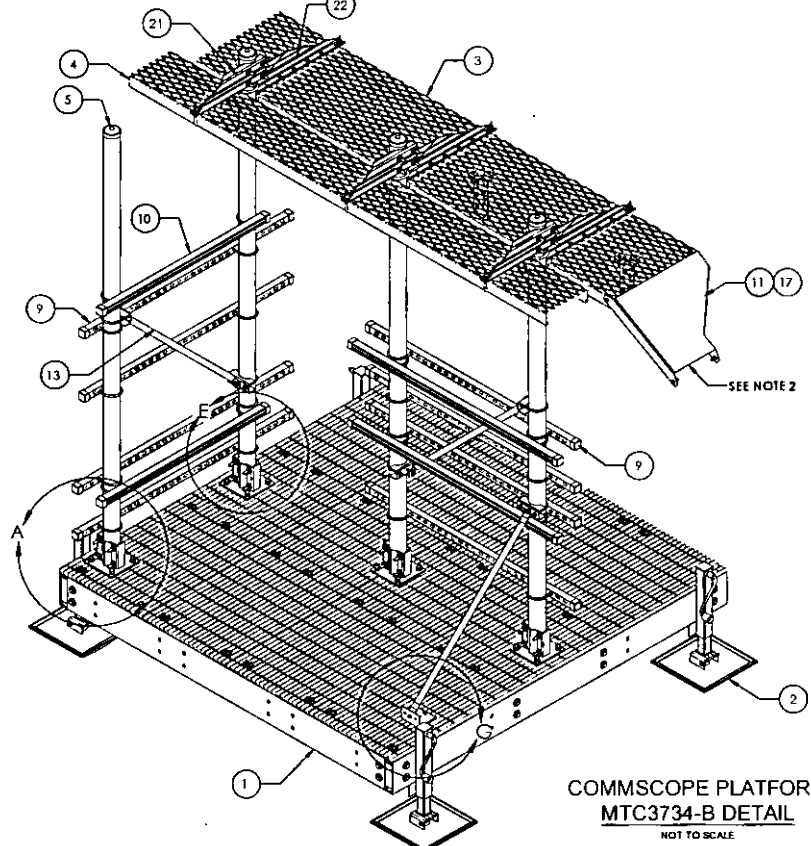
**EQUIPMENT ELEVATION - TOWER MOUNTED**  
NOT TO SCALE



**COMMSCOPE ADJUSTABLE LEG KIT FOR EQ-P SERIES DETAILS**  
NOT TO SCALE

**PLATFORM STRUCTURAL NOTES**

- ALL WIDE FLANGE BEAMS, ANGLES, PLATES AND GRATING SHALL BE ASTM A36
- ALL STEEL SHALL BE HOT DIPPED GALVANIZED AS SPECIFIED IN ASTM A123, A153 AND A155. REPAIR GALVANIZING AFTER WELDING
- ALL GRATING SHALL BE 1/2" X 3/8" STANDARD FLOW GRATE TYPE 18 MANUFACTURED BY FISHER & LUDELOW CLIPPED TO STEEL FRAME. SPAN AS SHOWN ON DRAWINGS
- ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AWS D1.1. WARESE FILLER WELD SIZES ARE NOT SHOWN PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AWS D1.1 "MANUAL OF STEEL CONSTRUCTION" 5TH EDITION. AT THE COMPLETION OF WELDING, ALL DAMAGE TO GALVANIZED COATING SHALL BE REPAIRED USING COLD GALVANIZER
- BOLTED CONNECTIONS SHALL USE BEARING TYPE GALVANIZED HEAVY BOLTS (K1) AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS OTHERWISE NOTED
- NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE "D" GALVANIZED ANCHOR BOLTS UNLESS NOTED OTHERWISE
- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES WITH CONSTRUCTION DOCUMENTS



**COMMSCOPE PLATFORM MTC3734-B DETAIL**  
NOT TO SCALE

**COMMSCOPE GROUP STEEL SPECIFICATION**

DESCRIPTION	COMMSCOPE P/N
EQ-P PLATFORM	EQ-P0008
ADJUSTABLE LEG KIT FOR EQ-P SERIES	EQ-P-AL
SAFETY GRATING 24\"/>	

BRACE MOUNT BRACKET	MT037347
3/8\"/>	

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LANDTECH PROJECT NUMBER 15323142

REV	DATE	DESCRIPTION	BY
0	06/2013	PRELIMINARY DRAWINGS	KAS
1	08/2013	REVISED PER STRUCTURING & EROSION NOTES	KAS
2	09/2013	REVISED PER PROPERTY OWNER'S UTILITY CONSULTANT	KAS

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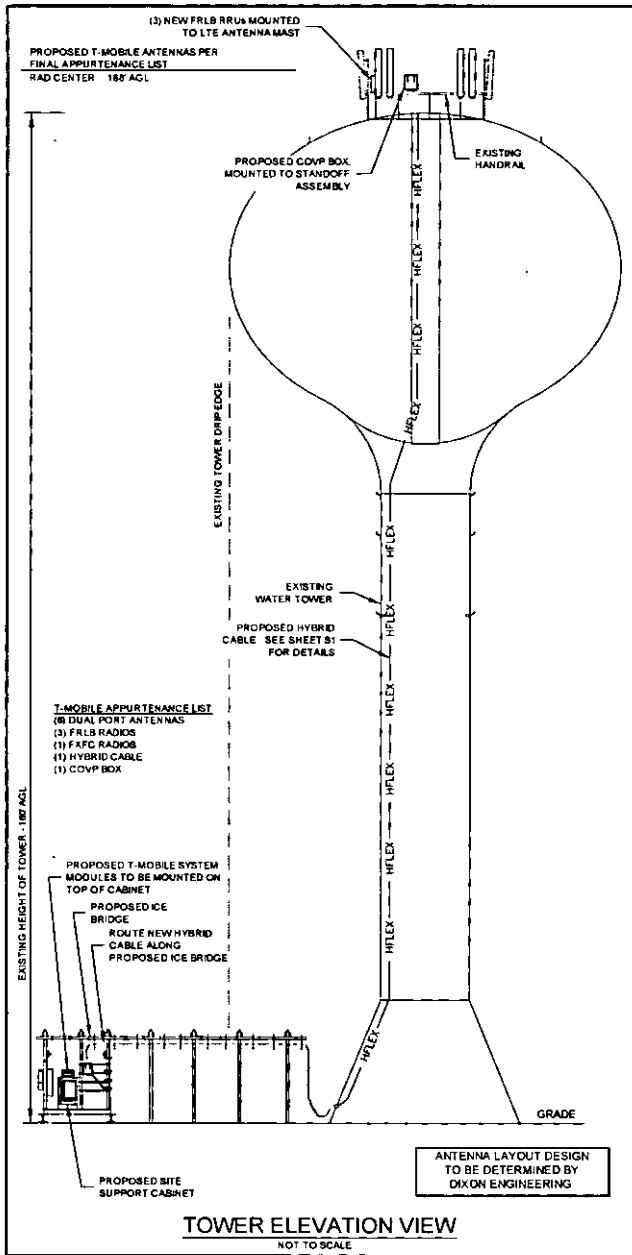


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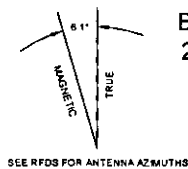
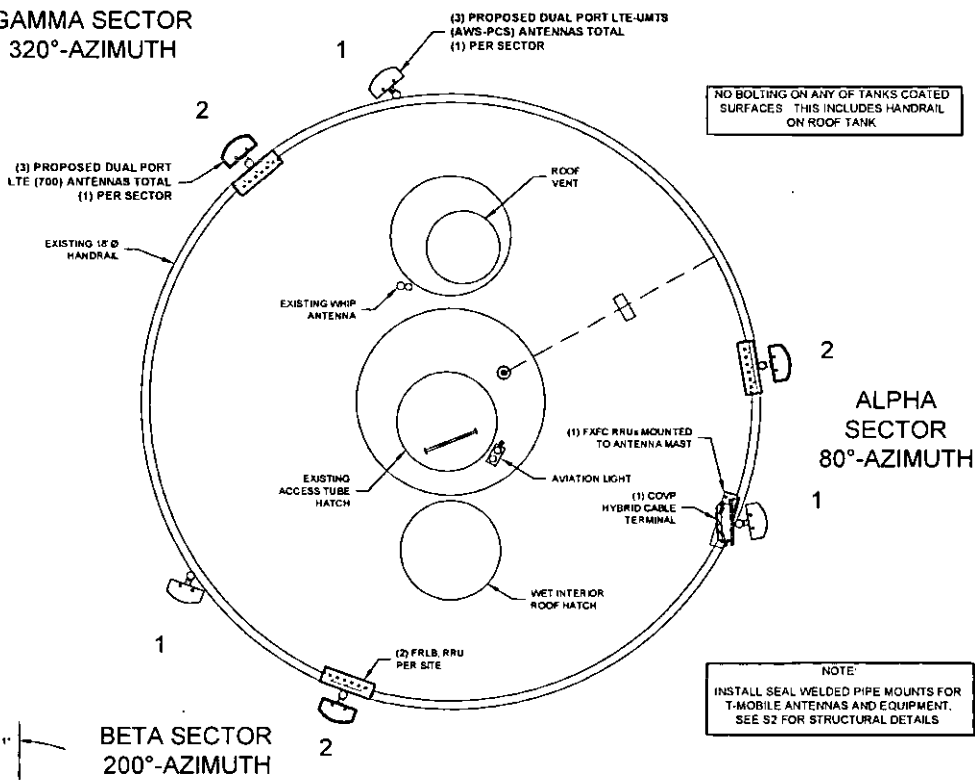
Sheet Title:  
**EQUIPMENT ELEVATIONS**

Sheet Number:  
**C-2.1**



SECTOR	ALPHA		BETA		GAMMA	
	A-1	A-2	B-1	B-2	C-1	C-2
ANTENNA POSITION	UMTS	LTE	UMTS	LTE	UMTS	LTE
AZIMUTH	80°	80°	200°	200°	320°	320°
RAD CENTER (AGL)	168'	168'	168'	168'	168'	168'
MODEL	ANDREW TMBX-6517-A1M	RFS APXVFW24-C-A20	ANDREW TMBX-6517-A1M	RFS APXVFW24-C-A20	ANDREW TMBX-6517-A1M	RFS APXVFW24-C-A20
FEEDER LENGTH	±15'-0"	±15'-0"	±15'-0"	±15'-0"	±15'-0"	±15'-0"

**GAMMA SECTOR  
320°-AZIMUTH**



**PROPOSED ANTENNA LAYOUT**  
NOT TO SCALE

**T-Mobile**

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LANDTECH PROJECT NUMBER 15323142

REV	DATE	DESCRIPTION	BY
0	08/15/15	PRELIMINARY DRAWINGS	KAS
1	08/20/15	REVISED PER STRUCTURING & UPDATED ROSE	KAS
2	08/20/15	REVISED PER PROPERTY OWNERS UTILITY CONSULTANT	KAS

2015 ROB  
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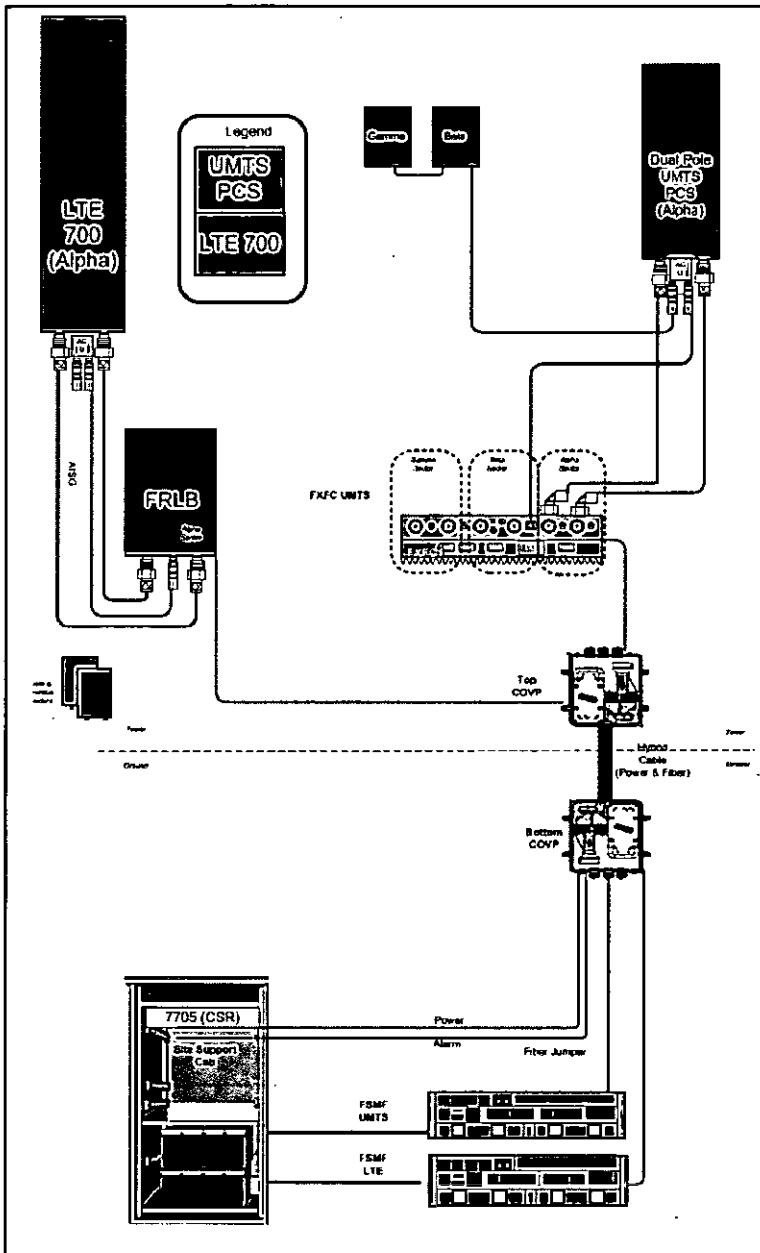
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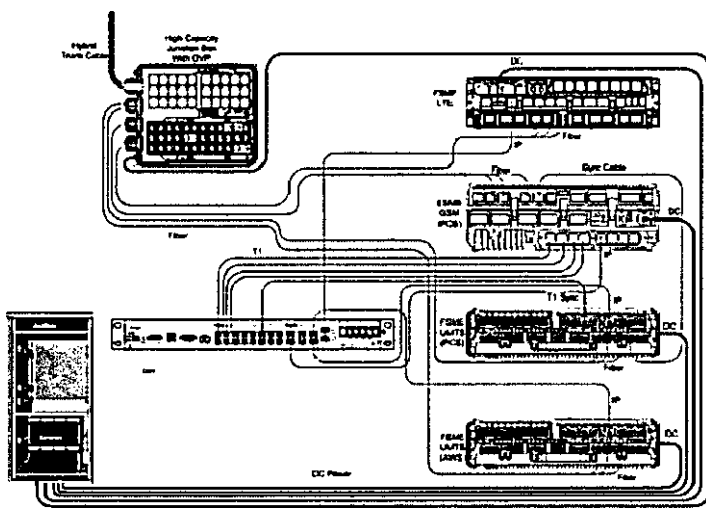
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Sheet Title:  
**TOWER ELEVATION & ANTENNA DETAILS**

Sheet Number:  
**C-3**



**NSN**  
**Configuration 2A - 2012**  
 Rooftop Sites for Contiguous PCS Spectrum Markets  
 (BTS Location)



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0	06/20/15	PRELIMINARY DRAWINGS	KAS
1	06/20/15	REVISED PER STRUCTURING & LOGICATED NOTES	KAS
2	06/20/15	REVISED PER PROPERTY OWNERS UTILITY CONSULTANT	KAS

**2015 ROB**  
**CONSTRUCTION DRAWINGS**

NOTE: THESE DRAWINGS ARE TO SCALE WHEN PLOTTED ON 11"x17" SHEETS. REFER TO GRAPHIC SCALES ON REPRODUCTIONS.

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SITE #:  
 MT04674B

SITE NAME:  
 CITY OF EVART / AVBI

SITE ADDRESS:  
 994 N. MAIN,  
 EVART, MI 49631

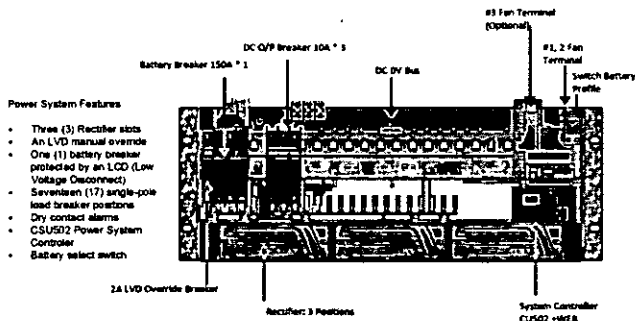
Sheet Title:  
**RFDS & COLOR CODE**  
**DETAILS**

Sheet Number:  
**C-3.1**

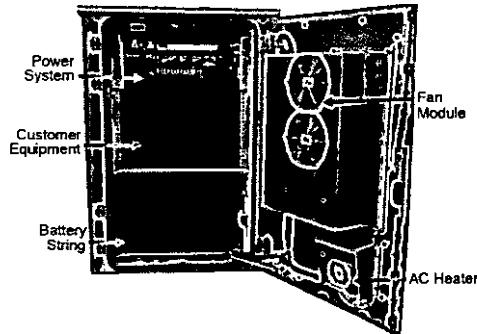
**SECTORIZED COLOR IDENTIFICATION**

SECTOR A	RED
SECTOR B	GREEN
SECTOR C	BLUE
SECTOR D	YELLOW
SECTOR E	WHITE
SECTOR F	PURPLE
LMU	BROWN
FIBER IS	GRAY
UNUSED COAX	PINK
MICROWAVE	ORANGE
PWE T-1'S	ID w/ LABEL MAKER





**SSC POWER SYSTEM DETAIL**  
NOT TO SCALE



**SSC INTERIOR DETAIL**  
NOT TO SCALE

**DELTA SMALL SUPPORT CABINET SPECS**

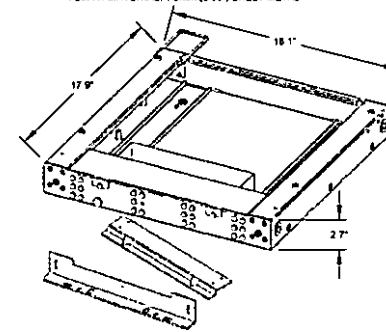
GENERAL	ELECTRICAL REQUIREMENTS	ENVIRONMENT
CONSTRUCTION: SINGLE LAYER ALUMINUM ENCLOSURE, TYPE 3R	AC Input Voltage: 100 - 120V / 200 - 240V	Operating Temperature: -40°C TO +50°C (-40°F TO 122°F)
DIMENSIONS (W x H x D): 26 x 37 x 24 mm (880 x 940 x 680 mm)	AC Input Current: 80A	Storage Temperature: -60°C TO +60°C (-40°F TO 178°F)
HEIGHT: 3 VARIOUS DEPENDENT UPON EQUIPMENT INSTALLED	DC Output Current: 750A	Humidity (Relative): 5% - 90% NON-CONDENSING (MAX.)
FINISH: POLYESTER POWDER PAINT	DC Output Voltage: 42 - 56 DC	Airflow: -100 - 10,000 FPM
DOOR LATCH: 3-POINT LATCHING, PAD LOCKABLE		

**NOKIA FMFA PLINTH**  
2 MODULES MAX. MOUNTED TO PLINTH FOR POLEM-FRAME MOUNTING  
8 MODULES MAX. MOUNTED TO PLINTH FOR HORIZONTAL STACKING

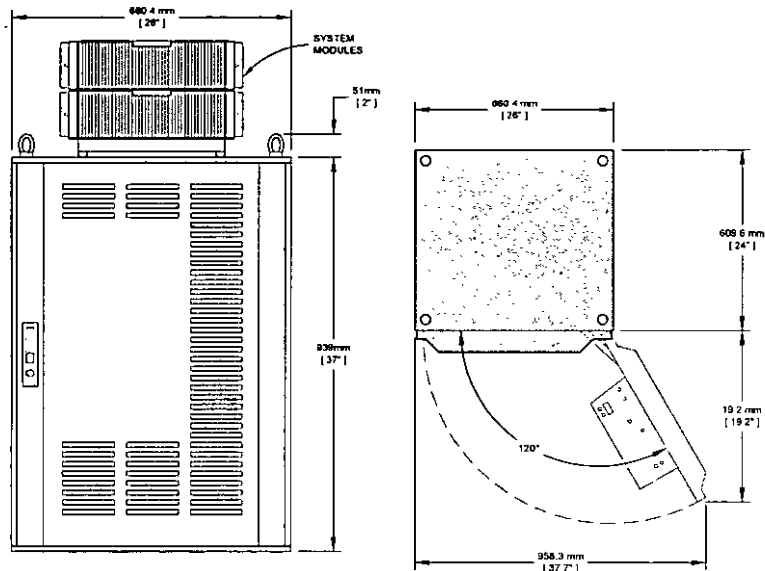
**SPECIFICATION**

HEIGHT:	69mm	2 7/8"
WIDTH:	455mm	17 7/8"
DEPTH:	459mm	18 1/8"
WEIGHT:	7kg	15.5lbs

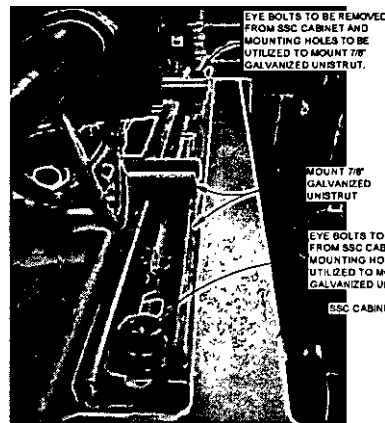
PLINTH MATERIAL: 1.5mm (0.06") SHEET METAL



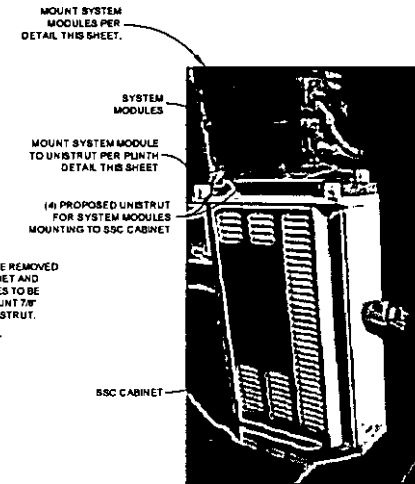
**NOKIA FMFA PLINTH DETAIL**  
NOT TO SCALE



**DELTA SMALL SUPPORT CABINET**  
NOT TO SCALE



**UNISTRUT DETAIL**  
NOT TO SCALE



**SSC MOUNTING DETAIL**  
NOT TO SCALE

**T-Mobile**

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(734) 444-0151

REV	DATE	DESCRIPTION	BY
0	08/07/15	PPE PRIMARY DRAWINGS	KAS
1	08/07/15	REVISED PER STATE DMS & LOCALIZED WIRE	KAS
2	08/07/15	REVISED PER PROPERTY OWNERS UTILITY CONSULTANT	KAS

**2015 ROB CONSTRUCTION DRAWINGS**

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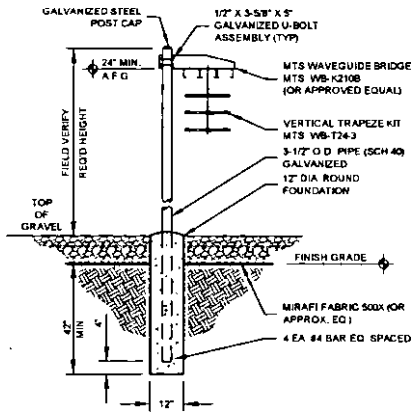
SITE #  
MT04674B

SITE NAME:  
CITY OF EVART / AVBI

SITE ADDRESS:  
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EVART, MI 49631

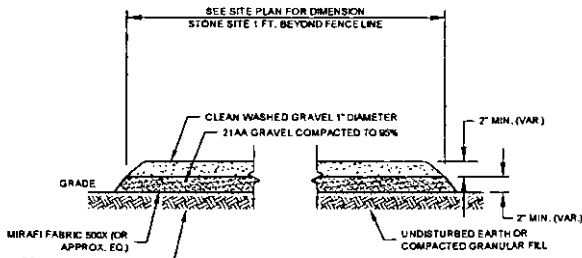
Sheet Title:  
**CABINET DETAILS**

Sheet Number:  
**C-4**



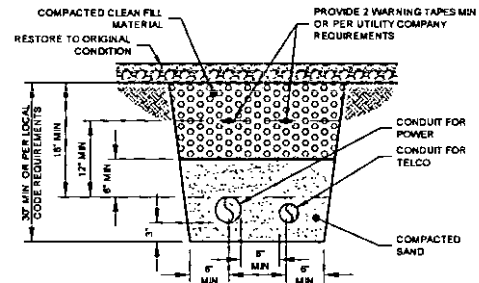
**ICE BRIDGE ELEVATION**

NOT TO SCALE



**SITE COMPOUND DETAIL**

NOT TO SCALE



**TYPICAL ELECTRIC & TELCO TRENCH DETAIL**

NOT TO SCALE

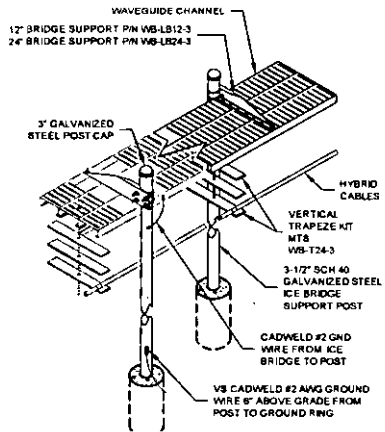
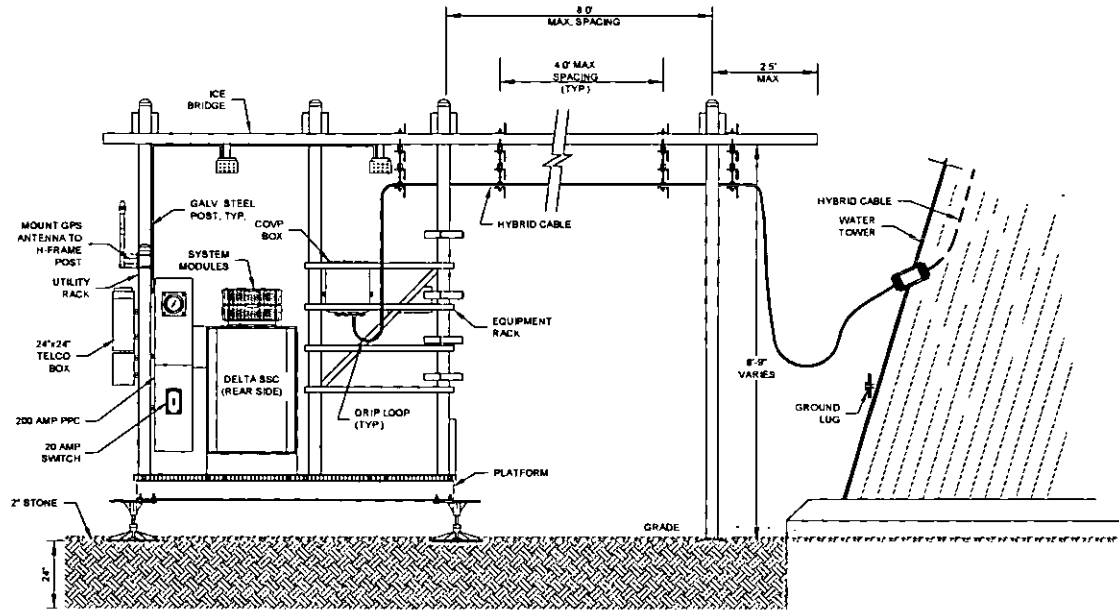
**NOTES:**  
ALL UTILITIES WITHIN THE TOWER COMPOUND SHALL BE INSTALLED IN CONDUIT. SCHEDULE 80 PVC SHALL BE USED FOR CONDUIT IN ALL VEHICULAR TRAFFIC AREAS. DIRECT-BURY UTILITIES MAY BE USED IN APPROVED AREAS OUTSIDE THE LIMITS OF THE TOWER COMPOUND

**NOTE FOR GROUND BAR LOCATIONS:**  
CONSULT GROUND ELEVATION DETAIL ON SHEET E-4

**TYPICAL EQUIPMENT ELEVATION**

NOT TO SCALE

**NOTE: MAINTAIN 4" MINIMUM VERTICAL SEPARATION FROM ICE BRIDGE TO TOP OF BTS UNIT.**



**ICE BRIDGE DETAIL**

NOT TO SCALE

**T-Mobile**  
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LANDTECH PROJECT NUMBER 15323142

REV	DATE	DESCRIPTION	BY
0	04/16/15	PRELIMINARY DRAWINGS	KAS
1	08/20/15	REVISED PER STRUC DWG & SURVEY NOTES	KAS
2	10/23/15	REVISED PER PROPERTY OWNERS UTILITY CONDUIT	KAS

**2015 ROB  
CONSTRUCTION DRAWINGS**

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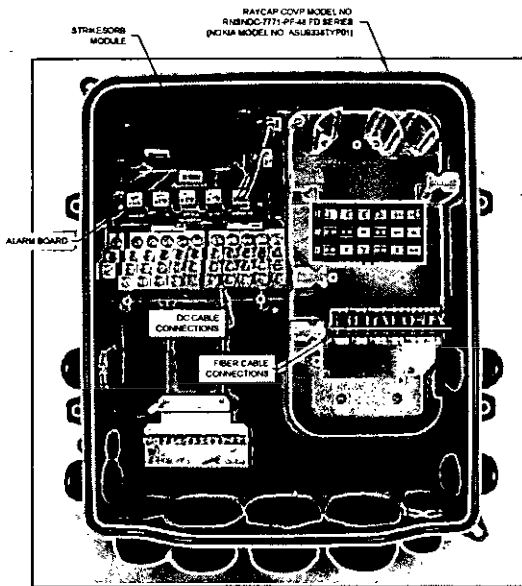
**SITE #:**  
MT04674B

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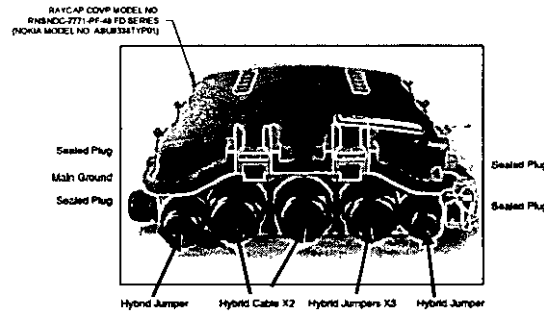
**Sheet Title:**  
**EQUIPMENT ELEVATION & DETAILS**

**Sheet Number:**  
**C-5**

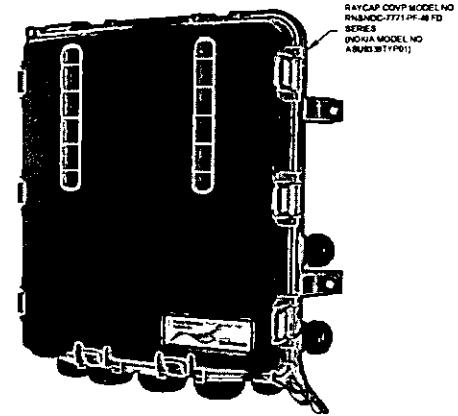


NOTE: FIBER BEND RADIUS NOT TO EXCEED 3 INCHES

**COVP WIRING**  
NOT TO SCALE



**COVP CONDUIT CONNECTION DIAGRAM**  
NOT TO SCALE



**COVP DETAIL**  
NOT TO SCALE

**T-Mobile**

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LANDTECH PROJECT NUMBER 15323142

REV	DATE	DESCRIPTION	BY
0	08/01/15	PRELIMINARY DRAWINGS	KAS
1	08/02/15	REVISED PER STJLC DWD & UPGRADED WDS	KAS
2	08/02/15	REVISED PER PROPERTY OWNERS UTIL. CITY CONSULTANT	KAR

2015 ROB  
CONSTRUCTION DRAWINGS

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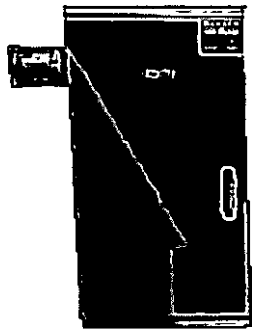
SITE #:  
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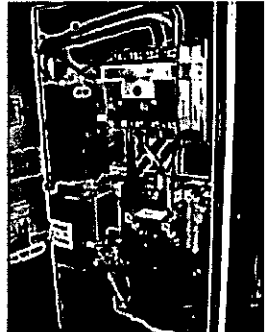
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Sheet Title:  
**EQUIPMENT  
DETAILS**

Sheet Number:  
**C-6**

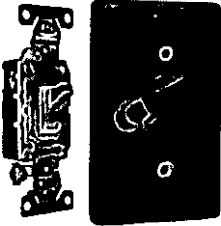


**POWER PEDESTAL CABINET**  
200A POWER TRANSFER CABINET W/O TELCO  
NOT TO SCALE



**LOAD CENTER**

GENERAL	
CONSTRUCTION	SINGLE LAYER ALUMINUM ENCLOSURE, TYPE 3R
DIMENSIONS (W X H X D)	20" X 40" X 10" MAX (500 X 1018 X 254 MM)
WEIGHT	APPROXIMATELY 75 LBS (WITHOUT PACKAGING)
FINISH	POLYESTER POWDER PAINT
DOOR LATCH	3-POINT LATCHING, PAD LOCKABLE
SAFETY	UL 800 (CABINET) UL 800 DEAD FRONT SWITCHBOARD LISTED SUITABLE FOR USE AS SERVICE EQUIPMENT (NO BONDING KIT INCLUDED)
ENVIRONMENT	
Operating temperature	40°C TO +40°C (+40°F TO 113°F)
Humidity (relative)	95% NON-CONDENSING (MAX.)
Protection class	TYPE 3R
AC SECTION	2340/20 SINGLE PHASE (3 WIRE + GROUND)
VOLTAGE	208A
CURRENT	UTILITY 65 000 AMPS PANELLOC 10 000 AMPS GENERATOR INTERFACE PANELLOC (LEFT MOUNT)
AC RATING	SERVICE DISCONNECT SQUARE D 200 AMP MANUAL TRANSFER SWITCH
OTHER FEATURES	
LOAD CENTER	SQUARE D 200 AMP, 00 SERIES, 24 POSITION
SURGE PROTECTION DEVICE (SPD)	1 EA. AC DATA 2000
SQUARE D 30 AMP, 2 POLE BREAKER FOR SPD	
GROUND BAR	
8X6 UNCRENEED DEAD-FRONT CAPTIVE DEAD-FRONT FASTENERS	



**20 AMP SWITCH**  
NOT TO SCALE

MANUFACTURER: GENERAL ELECTRIC  
(OR EQUIV)  
MODEL: U010S0100RP

DEPTH: 2"  
HEIGHT: 4-1/2"  
WIDTH: 2-3/4"

UL LISTING: 1-UL LISTED  
MAX. AMPERAGE: 20 A  
VOLTAGE: 120V

CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH ALL ELECTRICAL METER WITH UTILITY COMPANY AND VERIFY INSTALLATION WITH T-MOBILE.

**ELECTRICAL CONTRACTOR NOTE**

THESE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC ONLY AND SHOW THE GENERAL INTENT OF THE FINAL ARRANGEMENT OF ELECTRICAL SYSTEMS, EQUIPMENT AND CONNECTIONS. IT IS THE INTENT OF THESE ELECTRICAL DRAWINGS TO REQUIRE APPROPRIATE ELECTRICAL WORK TO COMPLETELY FACILITATE THE ELECTRICAL REQUIREMENTS FOR THE NEW T-MOBILE (T-MOBILES). SOME OF THE ELECTRICAL WORK SHOWN IS EXISTING AND SHALL REMAIN IN PLACE AND NEW WORK ADDED TO ACCOMMODATE T-MOBILE ELECTRICAL REQUIREMENTS. CONTRACTOR SHALL VERIFY ALL EXISTING ELECTRICAL EQUIPMENT AND WIRING AND ADD NEW WORK AS REQUIRED TO COMPLETE THE T-MOBILE ELECTRICAL REQUIREMENTS. IT IS NOT INTENDED TO SHOW EXISTING ELECTRICAL WORK EXACTLY AS IS, BUT TO SHOW THE INTENT ONLY. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR ADDED LOAD (T-MOBILES). VERIFY ELECTRICAL AND TELEPHONE SERVICE SIZE AND CAP.

**GENERAL NOTES**

1) ALL WORK IS TO COMPLY WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE (NEC) AND ANY LOCAL ORDINANCES, CODES AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING

JURISDICTION. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL PERMITS AND RELATED FEES.

2) ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE UNDERWRITERS LABORATORIES (UL) LISTED NEW FREE FROM DEFECTS AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE BY OWNER OR HIS REPRESENTATIVE. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FACTS, WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS AND LABOR TO CORRECT THE TROUBLE WITHOUT COST TO THE OWNER.

3) ALL WORK SHALL BE EXECUTED IN A WORKMAN LIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED. CONTRACTOR SHOULD AVOID DAMAGE TO EXISTING UTILITIES WHERE POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING RELATED TO ELECTRICAL WORK, AND SHALL REPAIR ALL EXISTING UNDERGROUND SPRINKLER SYSTEMS, COORDINATE WIRING, PIPING, ETC. DAMAGED BY THE ELECTRICAL WORK TO MATCH CONDITIONS.

4) ELECTRICAL WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ELECTRICAL POWER AND LIGHTING SYSTEMS, TELEPHONE AND COMMUNICATION SYSTEMS, PANEL, SERVICE, CONDUIT, CONTROL WIRING, GROUNDING, ETC. AS INDICATED ON ELECTRICAL DRAWINGS AND/OR AS REQUIRED BY GOVERNING CODES.

5) PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING SITE LOCATIONS AND CONDITIONS AND UTILITY SERVICE REQUIREMENTS OF THE JOB, AND BY REFERENCE TO ENGINEERING AND EQUIPMENT SUPPLIERS DRAWINGS, SHOULD THERE BE ANY QUESTION OR PROBLEM CONCERNING THE NECESSARY PREVISIONS TO BE MADE, PROPER DIRECTIONS SHALL BE OBTAINED BEFORE PROCEEDING WITH ANY WORK.

6) PROVIDE POWER AND TELEPHONE TO SERVICE POINTS PER UTILITY COMPANY REQUIREMENTS. CONTRACTOR SHALL CONTACT UTILITY SERVICE PLANNERS AND OBTAIN ALL SERVICE REQUIREMENTS AND INCLUDE COSTS SUCH IN THESE BID.

7) SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT WITHSTAND RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL ON THE UTILITY TRANSFORMER SECONDARY. THE INSULATION SHALL BE FREE FROM ANY SHORT CIRCUITS AND GROUNDING.

8) WHERE APPLICABLE CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY REGARDING REQUIREMENTS & INSTALLATION OF A CT CABINET.

**ELECTRICAL NOTES**

1) ALL WIRES SHALL BE STRANDED COPPER WITH THIN WHEATON AND

600 VOLTS INSULATION. ALL GROUND CONDUCTORS TO BE PROPERLY SIZED COPPER (STRANDED OR SOLID).

2) IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS, THE NOTE, SPECIFICATION OR CODE SHALL PRECEDE AND OBTAIN THE HIGHEST STANDARD OF PERFORMANCE SHALL PREVAIL.

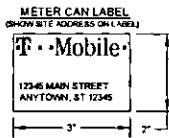
3) SERVICE CONDUITS SHALL HAVE NO MORE THAN 45 DEGREE IN ANY SINGLE RUN. THE CONTRACTOR SHALL PROVIDE FULL BOXES AS NEEDED WHERE CONDUIT REQUIREMENT & EXCEED THESE CONDITIONS. PULL WIRES AND CUPS SHALL BE PROVIDED AT ALL SPARE CONDUITS FOR FUTURE USE.

4) ALL COAX, POWER AND TELEPHONE SYSTEM CONDUITS SHALL HAVE A MINIMUM 24" RADIUS BENDS TO EQUIPMENT, PULL BOXES, METERPOLES, ETC., UNLESS OTHERWISE NOTED ON AS REQUIRED BY UTILITY COMPANIES.

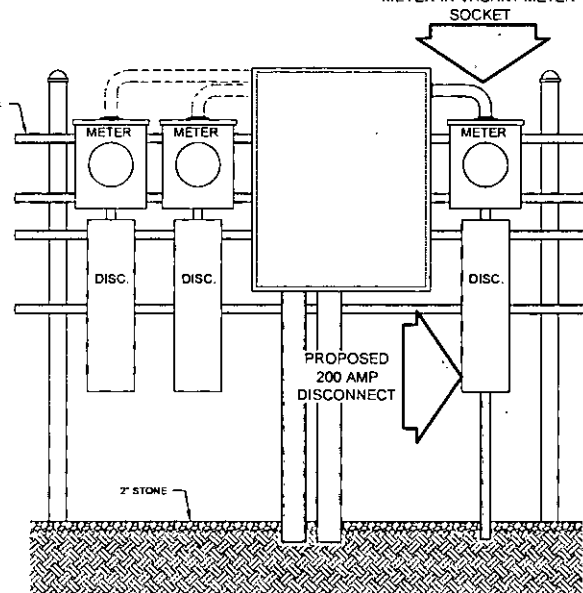
5) ALL CONDUIT AND WIRE ENTRIES TO CABINETS AND METER BOXES SHALL BE MADE WITH WEATHERPROOF HUBS, CONNECTORS OR LOCALS LISTED FOR THE APPLICATIONS. NON-METALLIC SUBSTITUTES.

6) ONLY ONE SERVICE ALLOWED PER LUG. ALL GROUNDING AND BONDING MUST COMPLY WITH NEC. 250 REQUIRED.

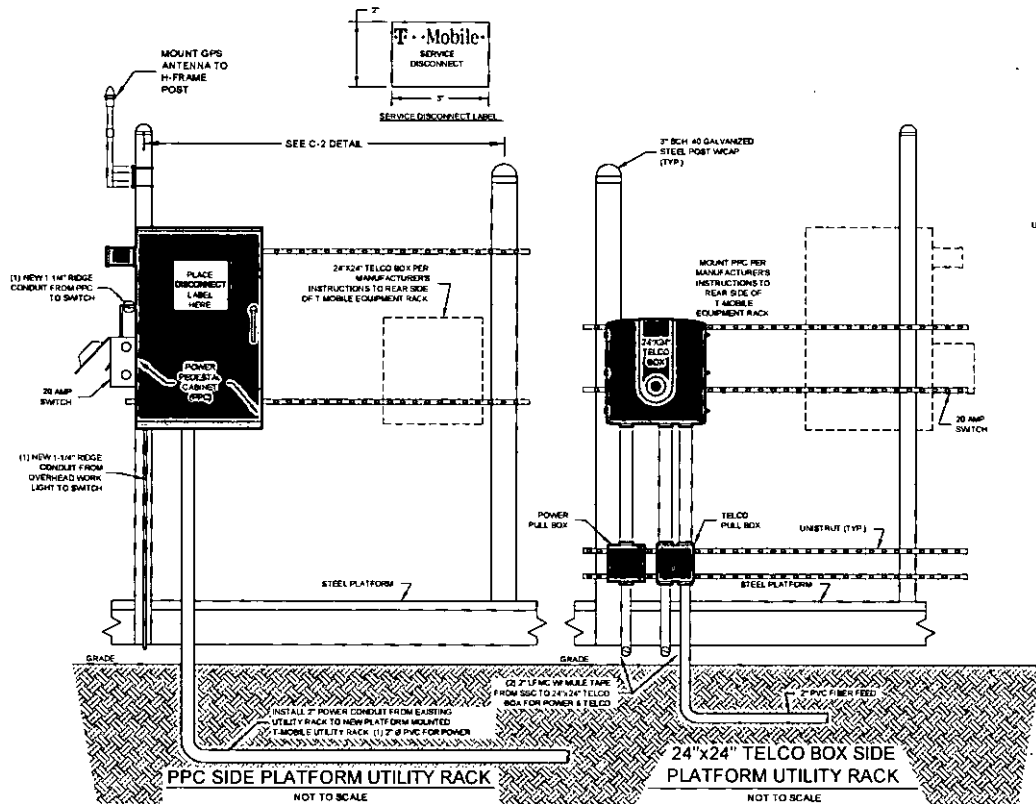
7) UPON COMPLETION OF THE JOB, THE CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS TO THE OWNER.



**INSTALL T-MOBILE 200 AMP METER IN VACANT METER SOCKET**



**EXISTING METER RACK PHOTO**  
NOT TO SCALE



NOT TO SCALE

NOT TO SCALE

**T-Mobile**  
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LANDTECH PROJECT NUMBER		15323142	
REV	DATE	DESCRIPTION	BY
0		PRELIMINARY DRAWINGS	KAS
1		DESIGN	KAS
2		REVISED PER PROPERTY OWNER UTILITY COORDINATOR	KAS

**2015 ROB CONSTRUCTION DRAWINGS**

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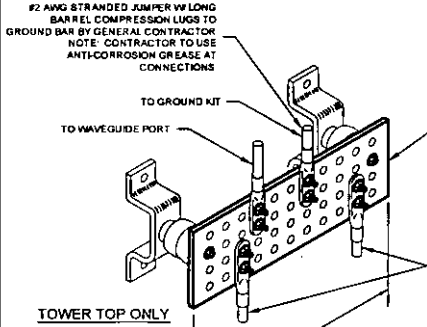
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**ELECTRICAL NOTES & RACK DETAILS**

Sheet Number: **E-1**

NO BOLTING ON ANY OF TANKS COATED SURFACES THIS INCLUDES HANDRAIL ON ROOF TANK



NEW 4"x24"x1/4" THICK COPPER GROUND BAR  
T-MOBILE CONSTRUCTION MANAGER TO VERIFY  
EXACT LOCATION AND INSTALLATION IN FIELD

REFER TO GROUND RISER SCHEMATIC  
(SHEET G-3) FOR CONNECTIONS

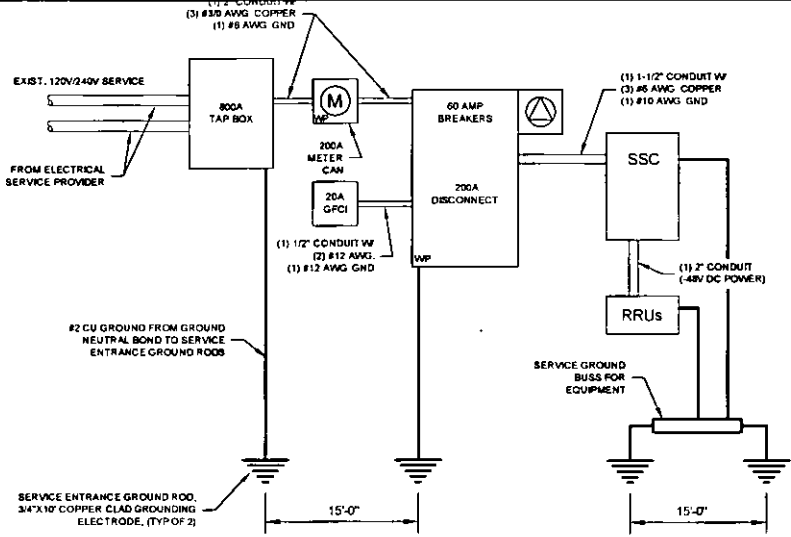
NOTES

1. CONTRACTOR SHALL UTILIZE LUGGED HOLES PROVIDED. NO DRILLING OF THE BAR WILL BE PERMITTED.
2. ALL HARDWARE SHALL BE 18-8 STAINLESS STEEL INCLUDING BELLEVILLES. COAT ALL SURFACES WITH KOPR-SHIELD BEFORE MATING.
3. FOR GROUND BOND TO STEEL ONLY, INSERT A DRAGON TOOTH WASHER BETWEEN LUG AND STEEL. COAT ALL SURFACES WITH KOPR-SHIELD.

NEW COAXIAL GROUND KITS W/ LONG  
BARRREL COMPRESSION LUGS (DOUBLE  
LUGS) TO BE INSTALLED BY ANTENNA  
CONTRACTOR

TYPICAL GROUNDING BAR DETAIL (TOWER TOP ONLY)

NOT TO SCALE



ELECTRICAL ONE-LINE DIAGRAM

NOT TO SCALE

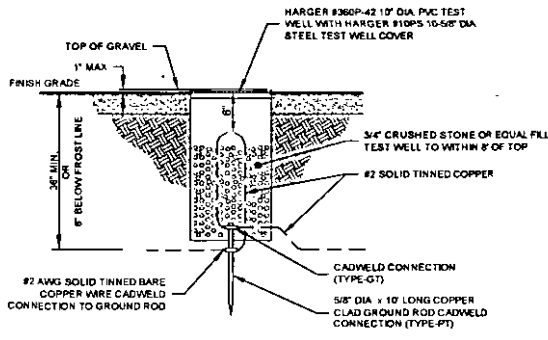
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LANDTECH PROJECT NUMBER: 15323142

REV	DATE	DESCRIPTION	BY
0	08/15/15	PRELIMINARY DRAWINGS	KAS
1	08/27/15	REVISED PER ELECTRICAL & LUGGED WIRE	KAS
2	09/07/15	REVISED PER PROPERTY OWNERS UTILITY CONSULTANT	KAS

2015 ROB  
CONSTRUCTION DRAWINGS

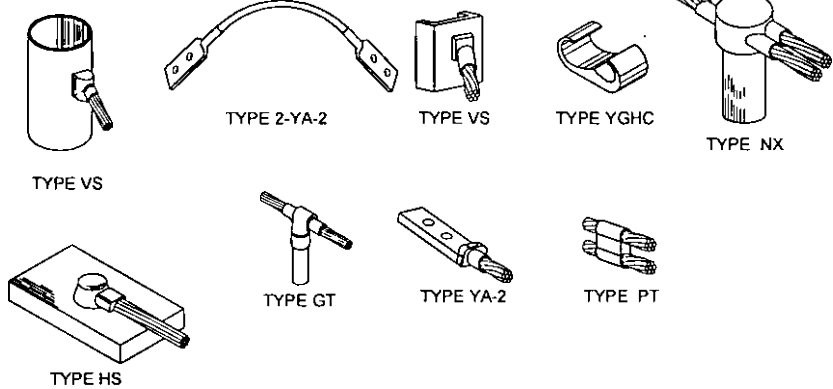
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TEST WELL DETAIL

NOT TO SCALE

NOTE: CADWELD "TYPES" SHOWN ARE EXAMPLES CONSULT WITH CONSTRUCTION MANAGER FOR SPECIFIC TYPES OF CADWELDS TO BE USED FOR THIS PROJECT.



CADWELD CONNECTION TYPES

NOT TO SCALE

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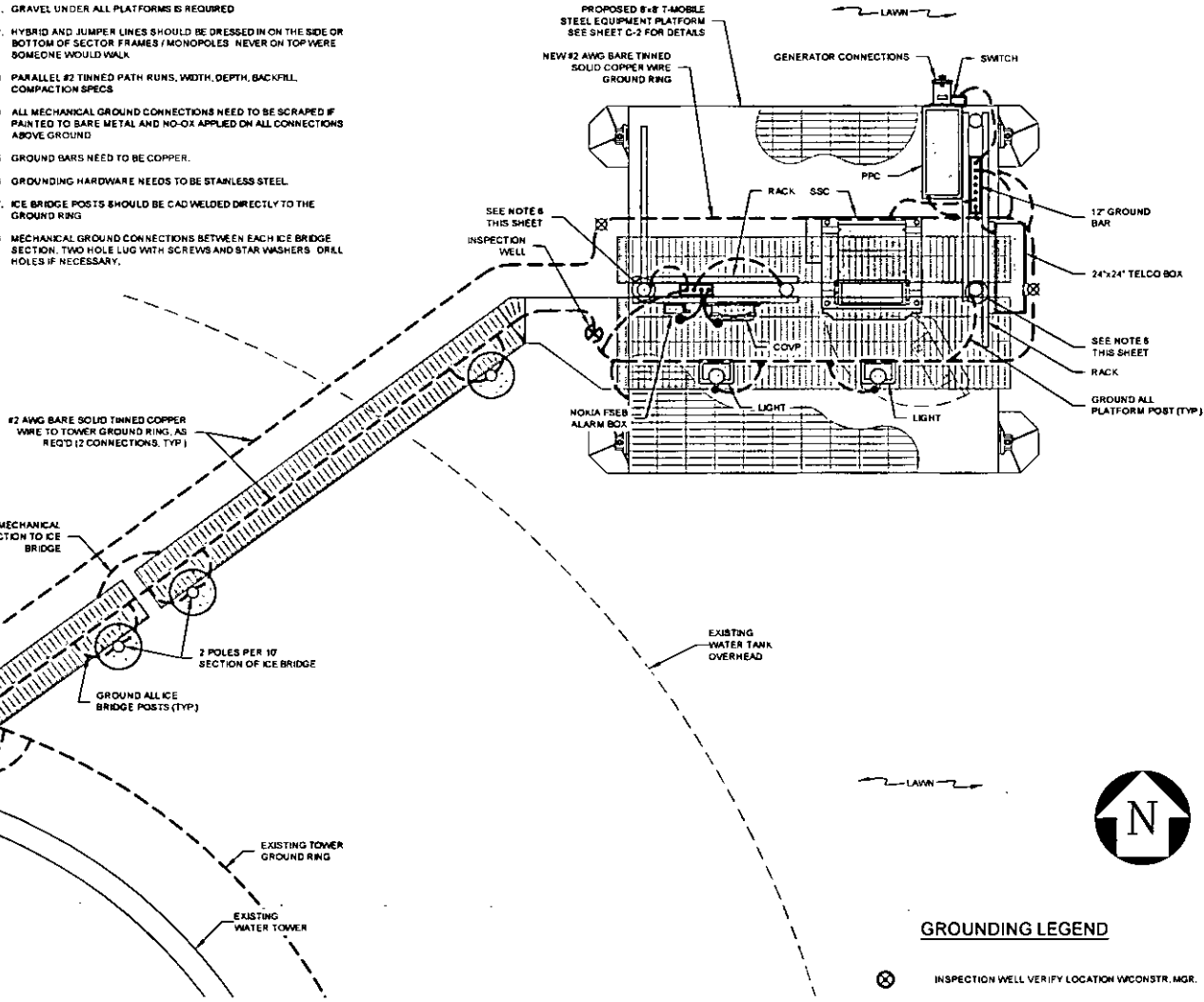
SITE ADDRESS: 994 N. MAIN, EVART, MI 49631

Sheet Title: ELECTRICAL & GROUNDING DETAILS

Sheet Number: E-2

**IMPORTANT GROUNDING / CABLE NOTES:**

1. AT BASE OF TOWER, CONNECT GROUND FROM HSC DIRECTLY TO TOWER GROUND RING. CONNECT STRANDED FROM HCS KIT TO TWO HOLE LUG. CONNECT PIG TAIL FROM GROUND RING TO TWO HOLE LUG. CONNECT TWO HOLE LUGS TOGETHER AND WEATHER PROOF.
2. T-MOBILE IS ELIMINATING THE HOME RUN GROUND WIRE FROM TOP BUSS BAR AND THE BOTTOM BUSS BAR ON TOWER SITES. ROOFTOPS ARE STILL REQUIRED TO HAVE SECTORIZED GROUND AND #2 INSULATED GROUND WIRE FROM SECTOR GROUNDS TO MAIN BUSS BARS AND BUILDING STEEL. 4 GROUND BARS, 3 ISOLATED ONE FOR EACH SECTOR, ONE AS COLLECTION POINT MOUNTED WITHOUT CHERRIES.
3. REMOVE INSULATORS (CHERRIES) FROM THE BUSS BARS AND GROUND TO TOWER, TOP AND BOTTOM ON TOWER SITES ONLY.
4. ALL EXPOSED GROUNDS TO BE DRESSED WITH SEAL TIGHT, (ONLY AT GRADE)
5. ALL ICE BRIDGE POSTS ARE TO BE GROUNDED WITH #2 SOLID AND DRESSED IN WITH SEAL TIGHT. (ONLY AT GRADE)
6. 2 END POLES OF THE PLATFORM POSTS NEED TO BE GROUNDED DIAGONALLY.
7. THE DISTANCE BETWEEN TRAPEZIE HANGERS ON ICE BRIDGE IS 36".
8. THE DISTANCE BETWEEN BUTTERFLIES AND CABLE STAND OFFS IS 36".
9. THE DISTANCE BETWEEN CONVENTIONAL AND/OR SNAP-HANGERS ON 12" JUMPERS SHALL BE NO MORE THAN 3 FEET AT THE TOP AND 2 FEET ON THE BOTTOM JUMPERS PER MANUFACTURER'S RECOMMENDATION.
10. NO HYBRID CABLES SHOULD TOUCH METAL OR STEEL. THE USE OF STANDOFF BRACKETS ARE REQUIRED. USE OF GRIMMETS AS SUPPLIED BY T-MOBILE. (EXCEPT 1-5/8" SNAP-IN FOR CABLE MANAGEMENT)
11. GRAVEL UNDER ALL PLATFORMS IS REQUIRED.
12. HYBRID AND JUMPER LINES SHOULD BE DRESSED IN ON THE SIDE OR BOTTOM OF SECTOR FRAMES/MONOPOLS. NEVER ON TOP WHERE SOMEONE WOULD WALK.
13. PARALLEL #2 TINNED PATH RUNS, WIDTH, DEPTH, BACKFILL, COMPACTION SPECS.
14. ALL MECHANICAL GROUND CONNECTIONS NEED TO BE SCRAPPED IF PAINTED TO BARE METAL AND NO-OX APPLIED ON ALL CONNECTIONS ABOVE GROUND.
15. GROUND BARS NEED TO BE COPPER.
16. GROUNDING HARDWARE NEEDS TO BE STAINLESS STEEL.
17. ICE BRIDGE POSTS SHOULD BE CAD WELDED DIRECTLY TO THE GROUND RING.
18. MECHANICAL GROUND CONNECTIONS BETWEEN EACH ICE BRIDGE SECTION. TWO HOLE LUG WITH SCREWS AND STAR WASHERS. DRILL HOLES IF NECESSARY.



**GROUNDING PLAN**  
NOT TO SCALE

**GROUNDING LEGEND**

- ⊗ INSPECTION WELL VERIFY LOCATION W/CONSTR. MGR.
- ⊠ 5/8"x8-0" COPPER CLAD GROUND ROD, @ O.C. (TYP)
- #2 AWG SOLID COPPER TINNED
- GROUND BUS BAR

**T-Mobile**  
28505 SCHOOLCRAFT RD, BLDG#6  
LIVONIA, MICHIGAN 48150  
Phone: 734.367.7200  
Fax: 734.367.7242  
CONTACT: KEN KALOUSEK  
(734) 444-0181

REV	DATE	DESCRIPTION	BY
0	06/15/15	PRELIMINARY DRAWINGS	KAS
1	08/25/15	REVISED PER BTRUG DMO & UPDATED NOTES	CAR
2	10/15/15	REVISED PER PROPERTY OWNERS UTILITY CONSULTANT	KAR

**2015 ROB CONSTRUCTION DRAWINGS**

NOTE: THESE DRAWINGS ARE TO SCALE WHEN PLOTTED ON 11"x17" SHEETS. REFER TO GRAPHIC SCALES ON REPRODUCTIONS.

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SITE #:  
MT04674B  
SITE NAME:  
CITY OF EVART / AVBI  
SITE ADDRESS:  
994 N. MAIN,  
EVART, MI 49631

**Sheet Title:**  
**GROUNDING PLAN & NOTES**

Sheet Number:  
**E-3**

**T-Mobile**  
 28505 SCHOOLCRAFT RD, BLDG#6  
 LIVONIA, MICHIGAN 48150  
 Phone: 734.367.7200  
 Fax: 734.367.7242  
 CONTACT: KEN KALOUSEK  
 (734) 444-0181

LANDTECH PROJECT NUMBER		15323142	
REV	DATE	DESCRIPTION	BY
0	08/2015	PRELIMINARY DRAWING	KAS
1	08/2015	REVISED PER STRUCTURING & LOCALIZED SITE	KAS
2	08/2015	REVISED PER PROPERTY OWNERS UTILITY CONSULTANT	KAS

2015 ROB  
 CONSTRUCTION DRAWINGS

NOTE: THESE DRAWINGS ARE TO SCALE WHEN PLOTTED ON 11"x17" SHEETS. REFER TO GRAPHIC SCALES ON REPRODUCTIONS.



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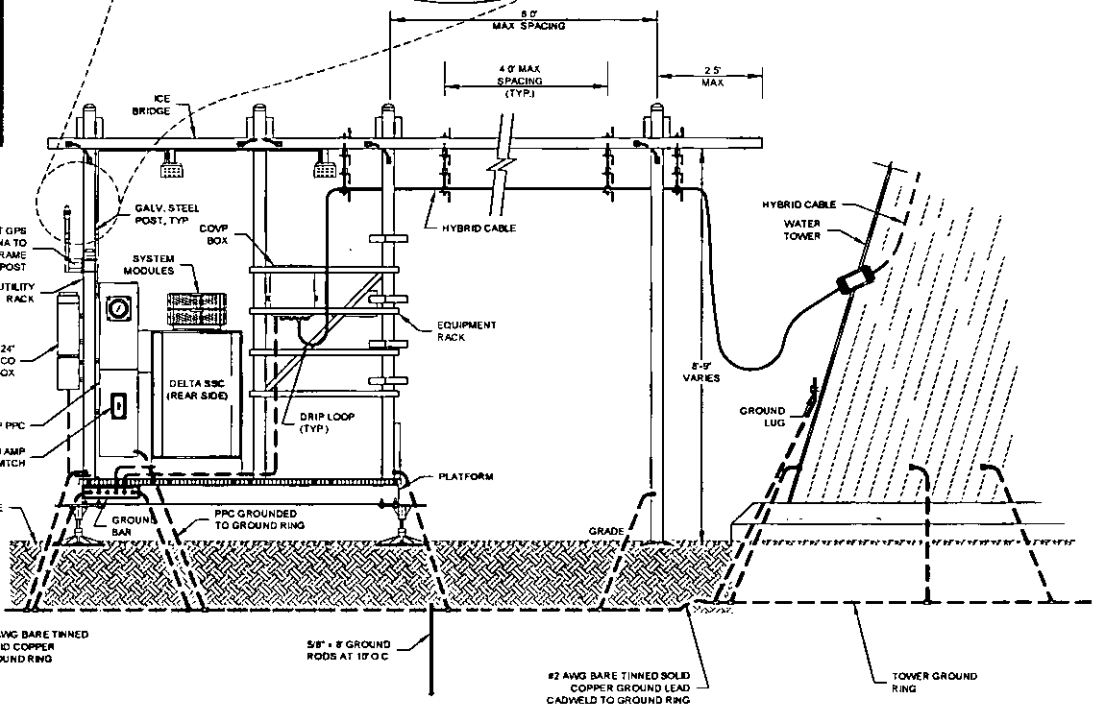
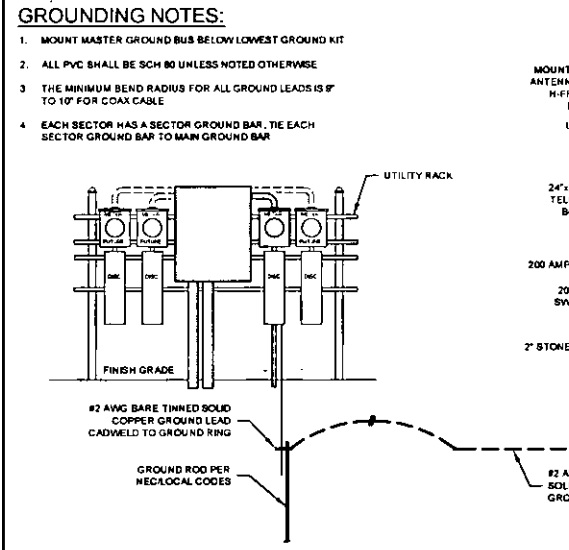
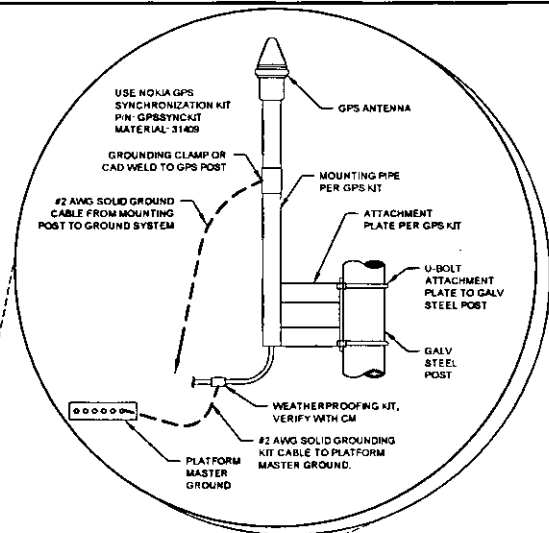
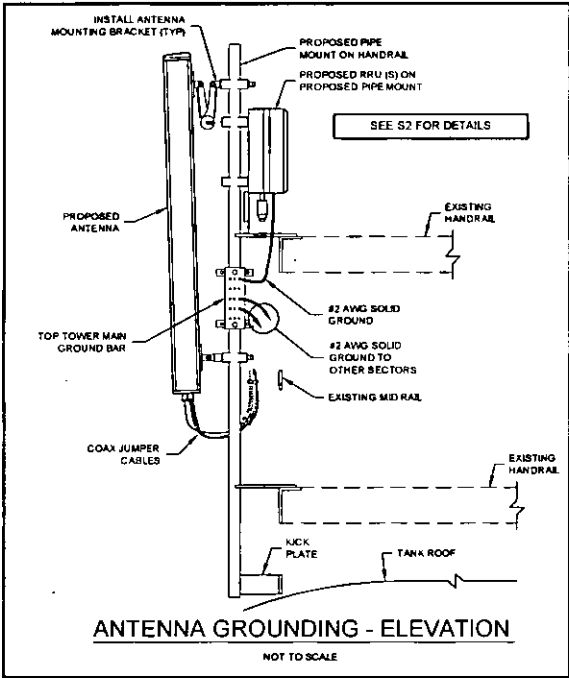
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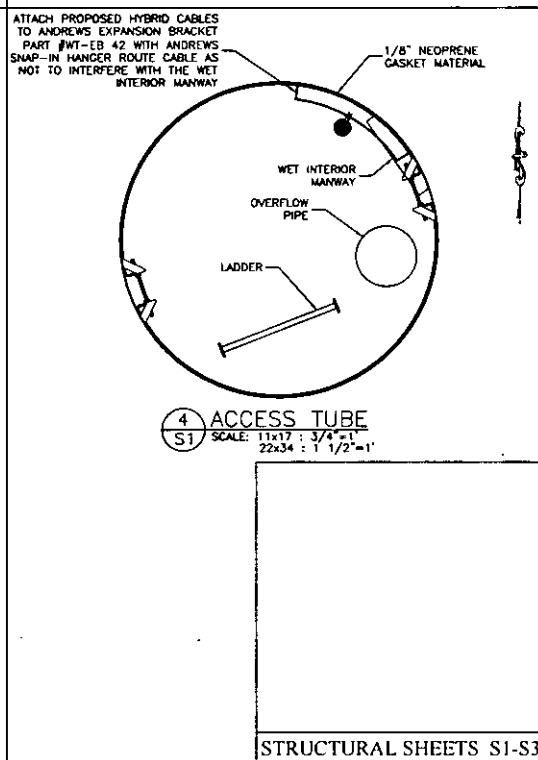
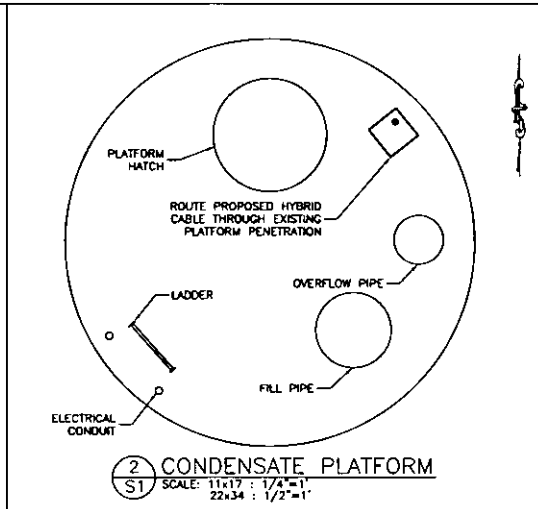
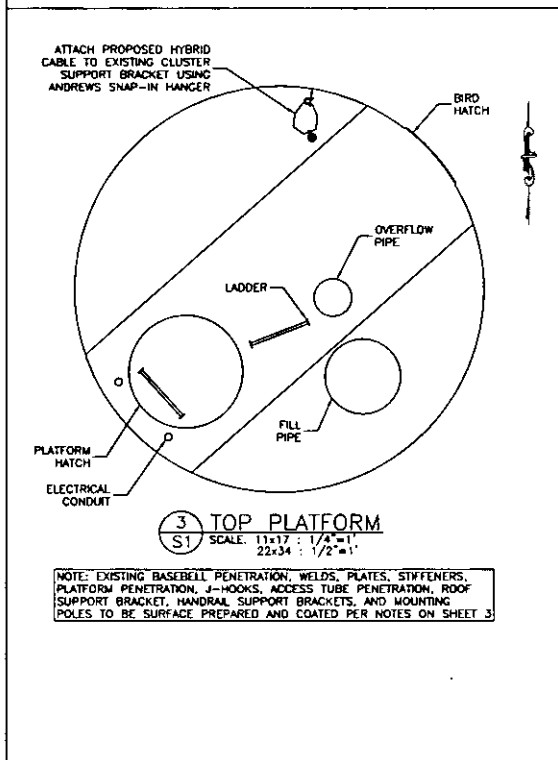
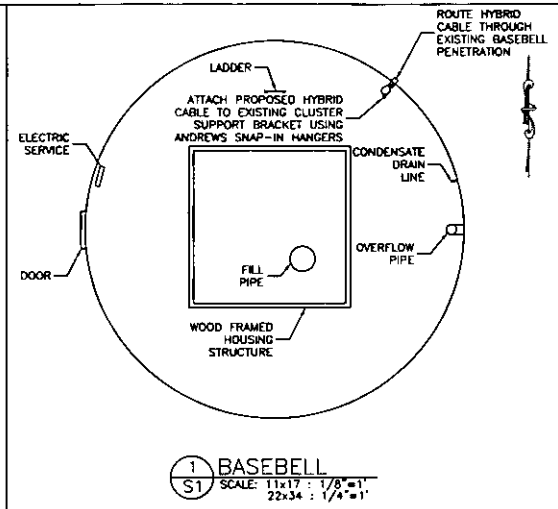
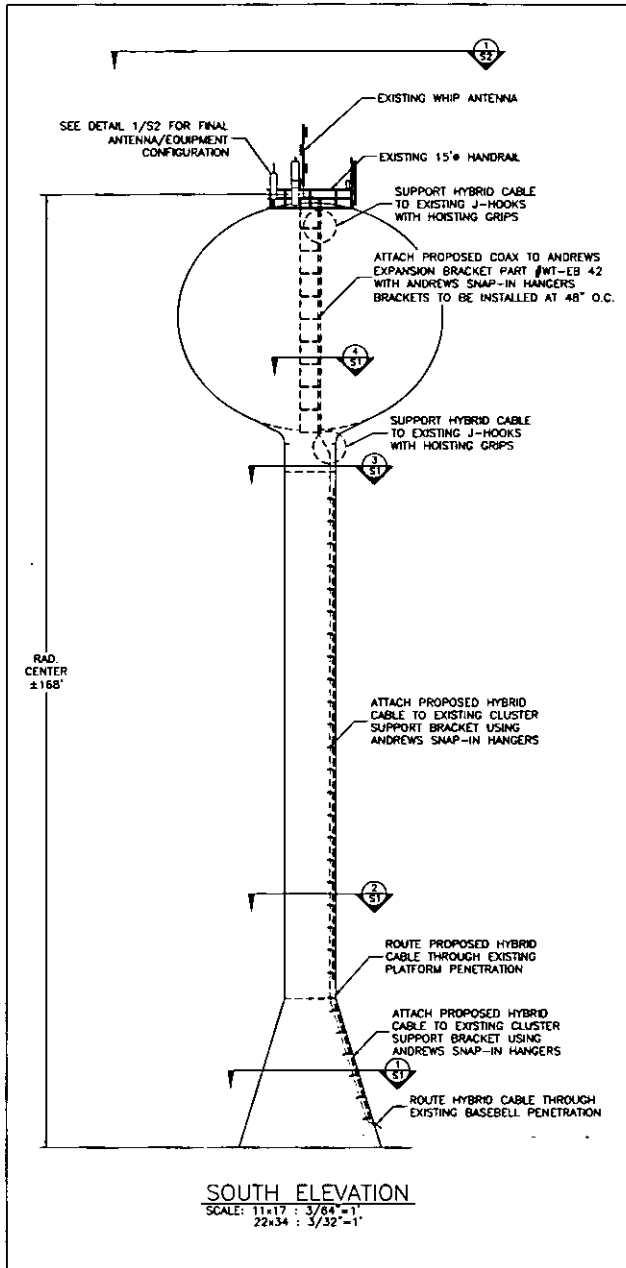
SITE NAME:  
 CITY OF EVART / AVBI

SITE ADDRESS:  
 994 N. MAIN,  
 EVART, MI 49631

Sheet Title:  
**GROUNDING DETAILS**

Sheet Number:  
**E-4**





**T-Mobile**  
12170 MERRIMAN ROAD  
LYNNMA, MI 48150  
Office: 734-367-7200  
Fax: 734-367-7242

**DIXON ENGINEERING INC.**  
1184 Third Avenue  
Livonia, MI 48150  
Tel: (484) 374-7136  
Fax: (484) 374-7136  
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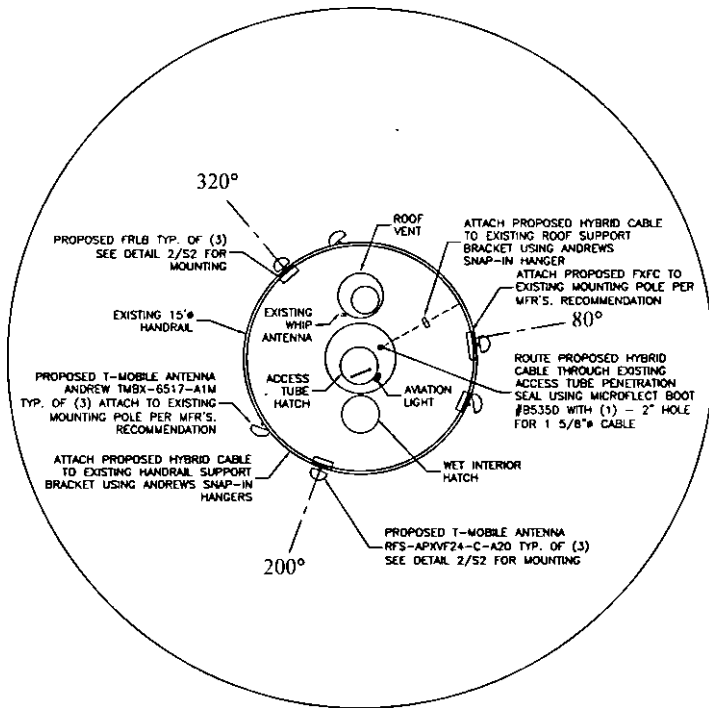
CITY OF EVART AVBI  
200 N. MAIN STREET  
EVART, MI.

NO.	DATE	REVISION/DESCRIPTION
f1.	08/27/15	SUBMITTED FOR REVIEW/ISSUE
f2.	10/14/15	REVISED PER REVIEW/ISSUE - SUBMITTED FOR REVIEW/ISSUE

CADWORK SITE NO. MTD4674B  
DIXON PROJECT NO. 22-45-38-15  
DESIGNED BY AS  
CHECKED BY IMG  
SHEET TITLE  
**STRUCTURAL DRAWINGS**

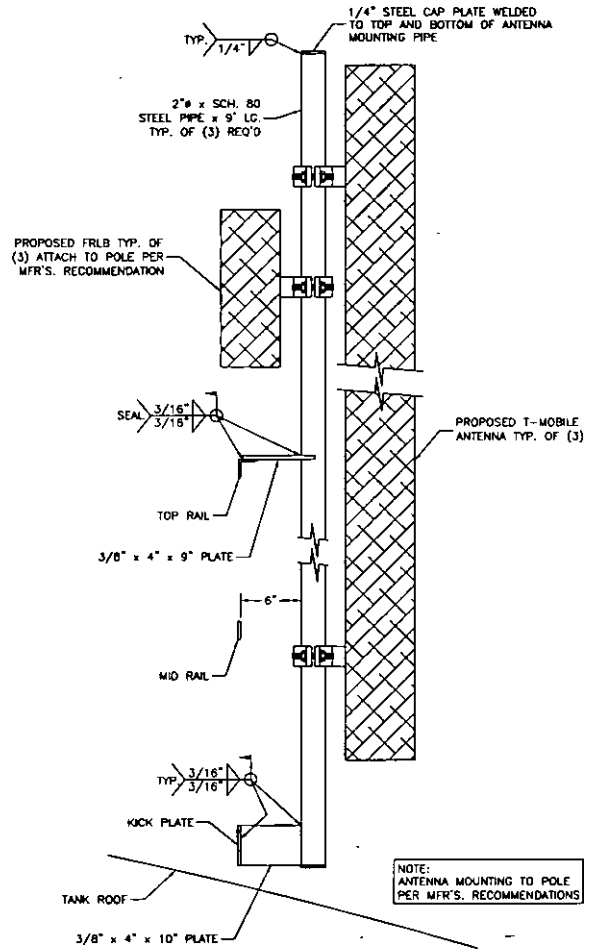
S1





1 ROOF PLAN  
S2 SCALE: 11x17 : 1/8"=1'  
22x34 : 1/4"=1'

NOTE: EXISTING BASEBALL PENETRATION, WELDS, PLATES, STIFFENERS, PLATFORM PENETRATION, J-HOOKS, ACCESS TUBE PENETRATION, ROOF SUPPORT BRACKET, HANDRAIL SUPPORT BRACKETS, AND MOUNTING POLES TO BE SURFACE PREPARED AND COATED PER NOTES ON SHEET 3



2 ANTENNA MOUNT  
S2 SCALE: 11x17 : 1"=1'  
22x34 : 2"=1'

NOTE: WELDING BLANKETS REQUIRED IN ALL AREAS WHERE CUTTING, GRINDING, OR WELDING IS NECESSARY.

**T-Mobile**  
12170 MERRIMAN ROAD  
LYONIA, MI 48150  
Office: 734-367-7200  
Fax: 734-367-7242  
we warrant our equipment under a 5-year limited warranty. See our website for details. © 2005 T-Mobile USA, Inc. All rights reserved. See our website for details. See our website for details. See our website for details.

**DIXON ENGINEERING INC.**  
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Luka, Okla, MI 48849  
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CITY OF EVART AVBI  
200 N. MAIN STREET  
EVART, MI.

NO.	DATE	REVISION/DESCRIPTION
1.	08/27/15	SUBMITTED FOR REVIEW/BOOKING
2.	10/14/15	RECEIVED PER REVIEW REQUIREMENTS - SUBMITTED FOR REVIEW/BOOKING

OWNER SITE NO. MT04674B  
BOOK PROJECT NO. 22-45-38-15  
DRAWN BY AS  
CHECKED BY IMG

SHEET TITLE  
STRUCTURAL DRAWINGS

S2

**GENERAL WELDING:**

1. ALL WELDING SHALL BE PERFORMED BY A CERTIFIED WELDER.
2. COMPLY WITH THE AWS D1.1 STRUCTURAL WELDING CODE, ANSI/AWWA D100-96 (LATEST EDITION THEREOF), "AWWA STANDARD FOR WELDED STEEL TANKS FOR WATER STORAGE" AND FEDERAL, STATE, AND LOCAL CODES, DURING CONSTRUCTION DESIGN AND FABRICATION.
3. MAKE ALL WELDS TO THE TANK WALL WITH E7018 LOW HYDROGEN ROD. WELD SMOOTH AND AVOID UNDERCUTS AND BURRS. GRIND SMOOTH ALL WELDS SO THAT NO SHARP PROTRUSIONS REMAIN. SMOOTH IS DEFINED AS: "NO CUTS OR ABRASIONS OCCUR WHEN RUBBING YOUR HAND OVER THE WELD."
4. BEFORE WELDING, REMOVE ALL COATINGS WITHIN 6" OF THE AREA TO BE WELDED.
5. USE ASTM A-36 CARBON STEEL FOR ALL STRUCTURAL STEEL; USE A-307 BOLTS UNLESS OTHERWISE SPECIFIED.
6. FIELD FIT UP PROBLEMS OR CHANGES TO THE PLAN SHEETS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

**GENERAL PAINTING INSTRUCTIONS:**

1. SHOP PAINTING:  
 ABRASIVE BLAST CLEAN ALL NEW STEEL TO COMMERCIAL GRADE (SSPC-SP6) CONDITION AND APPLY A THREE COAT EPOXY/URETHANE SYSTEM AS FOLLOWS:  

COAT	INEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	27	2.0	3.0
INTERMEDIATE	27	2.0	3.0
TOP COAT*	1074	2.0	3.0
2. EDGES TO BE WELDED IN THE FIELD SHALL NOT BE COATED (LEAVE A MINIMUM OF TWO INCHES BARE METAL.)
3. FIELD PAINTING:  
 EXTERIOR-SOLVENT CLEAN, SPOT POWER TOOL CLEAN ALL ABRADED AND WELDED AREAS TO A SSPC-SP11 GRAY METAL CONDITION AND SPOT COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED ABOVE.  
 DRY INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL CONDITION AND APPLY A TWO COAT EPOXY POLYAMIDE SYSTEM AS FOLLOWS:  

COAT	INEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	FC20	3.0	5.0
TOP COAT*	FC20	3.0	5.0

 WET INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL CONDITION AND COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED BELOW:  

COAT	RAVEN SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	AQUATAPOXY	3.0	5.0
TOP COAT	AQUATAPOXY	3.0	5.0
TOTAL		6.0	10.0
4. PREPARATION OF GALVANIZED MATERIAL:  
 APPLY ONE COAT OF CLEAN 'N' ETCH AS PER MANUFACTURER'S RECOMMENDATIONS AND COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED BELOW:  

COAT	INEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	66 HI-BUILD EPOXOLINE	2.0	3.0
TOP COAT*	1074 ENDURA-SHIELD	2.0	3.0
TOTAL		4.0	6.0
5. PREPARATION OF ALL MISCELLANEOUS ANTENNA EQUIPMENT:  
 (ANTENNAS, COAX, MOUNTING BRACKETS)  

COAT	INEMEC SERIES	MINIMUM DFT	MAXIMUM DFT
PRIMER	135 CHEMBUILD EPOXY	3.0	4.0
TOP COAT*	1074 ENDURA-SHIELD	2.0	3.0
TOTAL		5.0	7.0
6. APPLY ALL COATINGS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

\*TOP COAT COLOR TO MATCH EXISTING COLOR. (SEE TANK OWNER FOR RECORDS)

**GENERAL NOTES**

**T-Mobile**  
 12170 MERRIMAN ROAD  
 LYONNA, MI 48150  
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 Fax: 734-357-7242  
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CITY OF EVART AVBI  
 200 N. MAIN STREET  
 EVART, MI.

NO.	DATE	REVISION/DESCRIPTION
J.	08/27/15	SUBMITTED FOR REVIEW/ISSUE
K.	10/14/15	REVISED PER REVIEW REQUIREMENTS - SUBMITTED FOR REVIEW/ISSUE

CADWORK SITE NO. MT04674B  
 DESIGN PROJECT NO. 22-45-38-15  
 DRAWN BY AS  
 CHECKED BY IMG  
 SHEET TITLE  
 STRUCTURAL DRAWINGS

S3

## **EXHIBIT C**

### **Supplemental Terms and Conditions**

As of the Closing Date, the Agreement is modified and amended as follows:

1. **Equipment Rights.** During the term of the Agreement, T-Mobile shall have the right to (a) change, add to, upgrade or otherwise modify its ground-based equipment within the leased or licensed premises at the Site without City's consent, (b) change, replace and upgrade its tower-based equipment at the Site with equipment that is substantially similar in size, weight and appearance, and (c) utilize any licensed and unlicensed frequencies that T-Mobile is authorized to use.
2. **Access.** T-Mobile shall have the right to access its ground-based equipment 24 hours a day, 7 days a week. T-Mobile shall have the right to access its tower-based equipment upon at least 24 hours' prior telephonic or email notice to City, except in case of emergency, when T-Mobile will provide City as much notice as reasonably practical under the circumstances, which notice may be given after-the-fact.
3. **Termination.** T-Mobile shall have the right to terminate the Agreement for any or no reason upon 90 days' prior written notice to City.
4. **Assignment.** Upon any assignment of the Agreement by T-Mobile, T-Mobile shall be released from liability under the Agreement and City shall look solely to the assignee for future performance under the Agreement.
5. **Insurance.** T-Mobile or its insurer will provide 30 days' notice only with respect to policy cancellation or non-renewal; City will only be named as an additional insured under T-Mobile's commercial general liability insurance policy; and T-Mobile will not be required to provide a waiver of subrogation under its workers' compensation insurance policy.
6. **City Maintenance.** T-Mobile agrees to cooperate with and accommodate any normal and routine service or maintenance (including but not limited to the preparation and containment for painting), repair, alteration, or replacement of the Site. Any such work shall be completed by City at City's sole cost in an expeditious manner so as to minimize disruption of T-Mobile's use of the Site. Any special accommodation required to protect or dismount equipment owned by T-Mobile will be an expense borne by T-Mobile, provided that City shall give T-Mobile ninety (90) days written notice of any such service or maintenance. City shall use its best efforts to not require T-Mobile to dismount its equipment more than once during the term of the Agreement. In the event damage is caused to T-Mobile's equipment or personal property by the negligence or willful conduct of City's agents, employees, contractors or subcontractors, the cost of repairing

T-Mobile Site #:MT04674B

such damage, based on the depreciated equipment value shall be borne by City who shall, upon notice and documentation of loss provided by T-Mobile, promptly reimburse the cost of repairing such damages. In no case shall the City be liable for lost profits or any other incidental or consequential damage. Should City and T-Mobile agree that such work on the Site will prevent T-Mobile from using the Site for T-Mobile's telecommunications equipment, and that it is more reasonable for T-Mobile to relocate temporarily rather than leave in place and protect its equipment, then T-Mobile shall have the right to install and operate a temporary antenna facility (including a Cell-on-Wheels) at a mutually acceptable location on the property. Notwithstanding anything to the contrary in the Agreement, T-Mobile shall have the continuing right to access the Site and its equipment while City performs such work on the Site.

7. Rental. Upon the start of construction by T-Mobile, the rent or license fee for the remainder of the initial term of the Agreement will be increased to \$1,000.00 per month, payable in advance on the first day of each month, and prorated for any partial months. During the first two 5-year renewal terms, the rent or license fee shall be increased annually on each anniversary of the Commencement Date by \$50.00 per month. Thereafter, during any renewal or extension terms, the monthly rent or license fee shall be increased annually on each anniversary of the Commencement Date by three percent (3%).

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment of the sum of One Dollar (\$1.00) plus other good and valuable consideration as set forth in the Agreement (defined below), the receipt and sufficiency of which are hereby acknowledged, Agri-Valley Broadband, Inc., a Michigan corporation ("**AVBI**"), hereby sells, assigns, transfers, conveys, and delivers to T-Mobile Central LLC, a Delaware limited liability company ("**T-Mobile**"), all right, title and interest of AVBI and Agri-Valley Communications, Inc., a Michigan corporation and the parent entity of AVBI (together with AVBI, the "**AVBI Parties**"), in and to each Closable Site identified on Schedule 1 hereto (including the Specified Equipment related to each such Closable Site), free and clear of all Liens (the "Transferred Property").

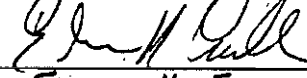
The sale, assignment, transfer, conveyance, and delivery of the Transferred Property is made pursuant and subject to the terms of a Master Transaction Agreement, dated as of August 14, 2015 (the "**Agreement**"), among T-Mobile and the AVBI Parties. Initially capitalized terms used and not otherwise defined in this Bill of Sale have the meanings given to them in the Agreement.

\*\*\* Remainder of Page Blank – Signature Page Follows \*\*\*

**SIGNATURE PAGE TO BILL OF SALE**

IN WITNESS WHEREOF, this Bill of Sale has been signed by or on behalf of AVBI as of the 2<sup>nd</sup> day of December 2015.

**AGRI-VALLEY BROADBAND, INC.**

By:   
Name: EDWIN H. EICKLER  
Title: PRESIDENT

**Schedule 1**

List of Closable Sites

Site ID#	Address of Site
MT04674B (OSCEVA5)	200 North Main Street, Ewart, Michigan 49631

**CITY OF EVART**  
**EMPLOYMENT AGREEMENT**  
**CITY MANAGER**

This employment agreement dated November 4, 2021, is entered into between Pepper Lockhart, City Manager, (hereinafter "Lockhart"), and The City of Evert, Michigan (hereinafter "City"). The parties agree to be bound by the provisions of this Employment Agreement.

1. **NATURE AND PURPOSE OF AGREEMENT.** The purpose of this agreement is to establish compensation and other monetary considerations/benefits, which are not specified by, or differ from the City's Personnel Policies Handbook. Lockhart has been provided with a copy of the City's Personnel Policies Handbook and a copy of her acknowledgment of receipt and acceptance of such policies is on record and filed in her personnel file.
2. **TERM.** Lockhart shall serve as the City Manager for a period of five (5) years from the effective date of this agreement.
3. **DUTIES.** The City Manager shall be responsible for and perform all duties and obligations attributable to the office of City Manager, including but not limited to, those set forth in the City Charter, Evert City Code of Ordinances, State Law and Constitution, and the lawful resolutions and directives of the City Council. Lockhart shall devote her efforts and attention to the performance of the duties and responsibilities of the position of the City Manager, including as may be changed or modified from time to time by the City Council.

The City Manager agrees to serve the City in the manner and according to the duties and responsibilities as specified in the job description of the Personal Policies Handbook, City Charter, City Manager: The Charter of the City of Evert and other duties as outlined by the City Council. It is recognized that the City Manager must devote time outside of regularly scheduled hours.

4. **COMPENSATION.** Lockhart's compensation shall be as follows:

November 4, 2021 – November 3, 2022:	\$88,000.00
November 4, 2022 – November 3, 2023:	\$90,640.00
November 4, 2023 – November 3, 2024:	\$93,359.20
November 4, 2024 – November 3, 2025:	\$96,159.98
November 4, 2025 – November 3, 2026:	\$99,044.78



This amount shall not be reduced during her employment with the City. The compensation shall be paid according to the City pay schedule until the Agreement shall otherwise terminate or be modified and may be adjusted as hereinafter provided.

**QUALIFIED DEFERRED COMPENSATION PLAN.** Qualified Deferred Compensation Plan, to be paid by the City into the City's MERS Plan. The MERS Plan is currently Hybrid Division (HA) Benefit FAC-3

5. **MEMBERSHIP AND PROFESSIONAL DEVELOPMENT.** The City shall pay for the following:
  - a. Membership dues to Michigan Municipal Executives/International City Management Association
  - b. Membership dues to Women in Municipal Government/Michigan Municipal League
  - c. Appropriate expenses in connection with seminars, training and conferences
  - d. Michigan Municipal Executives Conference
  - e. ICMA Annual Conference
  
6. **HEALTH INSURANCE.** The city shall provide Lockhart with complete medical/hospital/dental/vision care family insurance equivalent to the Blue Cross Blue Shield Community Blue. A minimum of term life insurance in the amount of \$20,000 shall be provided. The city will provide disability accident and sickness insurance equivalent to 66 2/3% of Lockhart's salary to begin not later than ninety (90) days after an accident or sickness and extending for a period of at least two (2) years thereafter.
  
7. **ANNUAL REVIEW.** The parties agree that the City Council shall annually review and evaluate Lockhart's job performance. The first performance review shall take place on or around November 1, 2022.
  
8. **HOURS OF WORK.** Lockhart is employed as the City Manager in a full-time capacity and as such is expected to work a minimum of forty (40) hours per week plus any additional time reasonably required to discharge the duties and responsibility of the office. The position of the City Manager requires attending evening and occasionally weekend meetings. It is understood that Lockhart may absent herself from the office to a reasonable extent in consideration of extraordinary time expenditures for those evening and weekend meetings.
  
9. **AUTOMOBILE/PHONE.** The City agrees to provide Lockhart an automobile allowance reimbursement for the use of Lockhart's vehicle equivalent to the IRS mileage rate currently permitted for business travel for City purposes. The City agrees to pay Lockhart \$40.00 per month for a phone allowance.

10. **VACATION/SICK TIME/PERSONAL TIME.** Beginning in November of 2021 Lockhart will be credited annually 160 hours of vacation time. Lockhart will receive eight (8) hours of sick time per month which she can accrue and be paid out for according to the City handbook policy. Lockhart will also receive 24 hours of personal time annually.
11. **TERMINATION.** Lockhart understands and agrees that in accordance with the Official City Charter of the City of Evart, Osceola County, Michigan, as well as the City's Personnel Policies that she serves at the pleasure of the City Council as an at-will employee with the City and may be terminated at any time with just cause. In the event the City Council exercises its right to terminate the employment of Lockhart for a reason other than her commission of a felonious criminal act or an offense involving the violation of her official duties, Lockhart shall be entitled to Severance Compensation. As used herein, Severance Compensation means the equivalent of six (6) months of Lockhart's salary in effect at the time of termination. The severance shall consist of base salary and any fringe benefits such as sick time and vacation hours. Lockhart shall be entitled to select the form of her Severance Compensation, in either the form of one (1) lump sum payment or in the form of weekly payments matching the City's pay schedule. Regardless of the form of payment, the first payment shall be made to Lockhart as soon as administratively feasible following the termination. In the event, Lockhart is terminated for her commission of a felonious criminal act or an offense involving the violation of her official duties the City reserves the right to withhold severance pay.
12. **EXPIRATION.** The City shall renew and/or renegotiate the Employee Agreement with Lockhart no later than ninety (90) days prior to the expiration of her Employment Agreement.
13. **VOLUNTARY RESIGNATION.** Lockhart may terminate her employment at any time and for any reason sixty (60) days' notice to the City. It is strongly encouraged and requested that Lockhart make every effort to provide the City with ninety (90) days advance of her resignation. Upon the effective date of her resignation, Lockhart will be entitled to no further compensation or benefits provided for by this Agreement, unless by mutual agreement of the parties involved.
14. **TERMINATION FOR TOTAL AND PERMANENT DISABILITY.** Lockhart's employment may be terminated one (1) year after she becomes totally and permanently disabled. As used herein, totally and permanently disabled shall be defined as: (1) if Lockhart is receiving total permanent disability payment pursuant to any disability program under which she is covered, whether owned by the City or otherwise; or (2) in the absence of such disability program, if (a) Lockhart's attending physician certifies that Lockhart is unable

to perform her duties as set forth herein for the City and that such condition is total and permanent, and (b) in the event that Lockhart does not timely consult such attending physician and the City reasonably believes Lockhart to be so disabled, the City may require an examination be conducted by a properly qualified physician who shall conduct such examination as is appropriate to determine whether or not Lockhart is totally and permanently disabled; and (c) such condition continues for a period of at least six (6) months.

15. **ARBITRATION.** The employee agrees to arbitrate any dispute, claim or controversy between employee and employer arising out of Lockhart's employment or termination thereof. This includes, but is not limited to, any claims of wrongful termination, discrimination, or breach of contract.

The arbitration shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the dispute. Arbitration will be the sole and exclusive means of resolving the dispute. Any award of the arbitrator will be final and may be entered in any court having jurisdiction over the enforcement of the award. Each party agrees to submit to the jurisdiction of any such court for purposes of the enforcement of such award.

Arbitration will be held in Ewart, Michigan. The specific location and time of the arbitration will be in accordance with the mutual agreement of the parties. If the parties cannot agree, the American Arbitration Association will determine the specific place and time.

Each of the parties will pay its own expense of the arbitration. The arbitrator will have the power to award recovery of costs and fees (including reasonable attorney fees, American Arbitration Association and arbitrator fees) between the parties as the arbitrator determines to be equitable.

Each party to the dispute shall be entitled to take the deposition of no more than five (5) individuals. Each party will be entitled to the use of no more than two (2) expert witnesses. If experts are used, the other party may, in addition to the depositions of the five (5) individuals, take the deposition of each expert. In addition, the party using the expert, shall deliver to the other party the expert's educational background, work experienced and any other information that will qualify documents and information the expert used or will use, regarding his/her expert opinion and/or testimony. Each party will have the right to request the admission of any fact, and to request production of documents which the other party will use as evidence in the arbitration hearing. Any dispute regarding discovery shall be determined by the arbitrator.

16. **ENTIRE AGREEMENT.** This instrument contains the entire agreement of the parties and may only be changed with written agreement, signed by the parties involved. Each of the parties has received an executed original of the agreement.

17. **APPROVAL.** By execution of the Agreement, the City acknowledges that all required approvals have been obtained by the City Council, so that this Agreement shall be fully effective and binding upon the parties hereto.

18. **GENERAL PROVISIONS.** The text herein shall constitute the entire agreement between the parties. This agreement shall be binding upon the inure to the benefit of the heir-at-law and executors of the employee. If any provision, or any portion thereof contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

**IN WITNESS WHEREOF,** The City of Evart, Michigan, has caused this Agreement to be signed by its Mayor, attested by its City Clerk, and impressed with its corporate seal, all as duly authorized by its City Council.

Dated: \_\_\_\_\_, 2021

CITY OF EVART

\_\_\_\_\_  
Chris Emerick, City Mayor

\_\_\_\_\_  
Kathy Fiebig, City Clerk

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Pepper Lockhart  
City Manager

Check Date	Bank	Check #	Payee	Description	GL #	Amount
11/04/2021	751	38771	CUSTER BUILDERS	REPAIRS AND MAINTENANCE	203-453-930.000	2,440.00
11/04/2021	751	38772	DETROIT SALT COMPANY	OPERATING SUPPLIES	202-452-740.000	3,408.29
		38772		OPERATING SUPPLIES	203-452-740.000	3,408.29
						6,816.58
11/04/2021	751	38773	EGLE	PERMITS AND FEES	208-757-729.000	126.00
		38773		PERMITS AND FEES	591-545-729.000	2,085.59
						2,211.59
11/04/2021	751	38774	ETNA SUPPLY	REPAIRS AND MAINTENANCE	591-547-930.000	1,041.00
11/04/2021	751	38775	JOHNSON SEPTIC SERVICES	PROFESSIONAL SERVICES	207-751-801.000	290.50
		38775		PROFESSIONAL SERVICES	209-276-801.000	120.00
						410.50
11/04/2021	751	38776	KUBE PROPANE, LLC	UTILITIES	101-441-921.000	377.52
11/04/2021	751	38777	PALMER'S OUTDOOR POWER EQUIP	REPAIRS AND MAINTENANCE	661-599-930.000	98.21
11/04/2021	751	38778	RIETH-RILEY CONSTR CO INC - BR	REPAIRS AND MAINTENANCE	202-451-930.000	30.75
		38778		REPAIRS AND MAINTENANCE	203-451-930.000	30.75
		38778		REPAIRS AND MAINTENANCE	591-547-930.000	65.81
						127.31
11/04/2021	751	38779	SINGLESOURCE	OPERATING SUPPLIES	101-265-740.000	33.04
		38779		OPERATING SUPPLIES	590-537-740.000	33.03
		38779		OPERATING SUPPLIES	591-545-740.000	33.03
						99.10
11/04/2021	751	38780	STANDARD INSURANCE CO.	OTHER FRINGE BENEFITS	101-301-719.000	188.59
		38780		OTHER FRINGE BENEFITS	101-850-719.000	134.71
		38780		OTHER FRINGE BENEFITS	202-850-719.000	16.17
		38780		OTHER FRINGE BENEFITS	203-850-719.000	10.77
		38780		OTHER FRINGE BENEFITS	590-850-719.000	102.38
		38780		OTHER FRINGE BENEFITS	591-850-719.000	86.21
						538.83
11/04/2021	751	38781	STAPLES CREDIT PLAN	OFFICE SUPPLIES	101-265-727.000	2.49
		38781		OPERATING SUPPLIES	101-265-740.000	72.33
		38781		OFFICE SUPPLIES	101-301-727.000	22.47
		38781		OFFICE SUPPLIES	590-537-727.000	2.50
		38781		OPERATING SUPPLIES	590-537-740.000	72.33
		38781		OFFICE SUPPLIES	591-545-727.000	2.50
		38781		OPERATING SUPPLIES	591-545-740.000	72.33
						246.95

Check Date	Bank	Check #	Payee	Description	GL #	Amount
11/04/2021	751	726 (E)	CONSUMERS ENERGY	UTILITIES	101-265-921.000	301.16
		726 (E)		UTILITIES	101-301-921.000	173.11
		726 (E)		UTILITIES	101-441-921.000	82.52
		726 (E)		UTILITIES	101-442-921.000	242.68
		726 (E)		UTILITIES	101-448-921.000	387.30
		726 (E)		UTILITIES	202-460-921.000	75.84
		726 (E)		UTILITIES	207-751-921.000	609.98
		726 (E)		UTILITIES	208-757-921.000	107.77
		726 (E)		UTILITIES	590-538-921.000	685.32
		726 (E)		UTILITIES	591-546-921.000	246.44
						2,912.12
11/04/2021	751	727 (E)	VERIZON WIRELESS	COMMUNICATIONS	101-265-850.000	81.64
		727 (E)		COMMUNICATIONS	101-301-850.000	127.08
		727 (E)		COMMUNICATIONS	590-537-850.000	81.64
		727 (E)		COMMUNICATIONS	591-546-850.000	81.64
						372.00
11/04/2021	751	728 (A)	AMERICAN SPECIALTY PRODUCTS	OPERATING SUPPLIES	590-538-740.000	275.63
		728 (A)		OPERATING SUPPLIES	591-546-740.000	275.62
						551.25
11/04/2021	751	729 (A)	LEWIS, RICHARD	TRAVEL EXPENSES	101-172-860.000	584.64
11/04/2021	751	730 (A)	MICHIGAN MUNICIPAL LEAGUE	PUBLISHING/PRINTING	101-265-900.000	76.68
		730 (A)		PUBLISHING/PRINTING	590-537-900.000	76.68
		730 (A)		PUBLISHING/PRINTING	591-545-900.000	76.68
						230.04
11/04/2021	751	731 (A)	WHITE LAW OFFICE	PROFESSIONAL SERVICES	101-210-801.000	729.16
		731 (A)		Attorney Fees - Police	101-301-801.301	729.17
		731 (A)		PROFESSIONAL SERVICES	590-538-801.000	729.17
		731 (A)		PROFESSIONAL SERVICES	591-546-801.000	729.17
						2,916.67
TOTAL - ALL FUNDS				TOTAL OF 17 CHECKS		21,974.31

--- GL TOTALS ---

101-172-860.000	TRAVEL EXPENSES	584.64
101-210-801.000	PROFESSIONAL SERVICES	729.16
101-265-727.000	OFFICE SUPPLIES	2.49
101-265-740.000	OPERATING SUPPLIES	105.37
101-265-850.000	COMMUNICATIONS	81.64
101-265-900.000	PUBLISHING/PRINTING	76.68
101-265-921.000	UTILITIES	301.16

CHECK DISBURSEMENT REPORT FOR CITY OF EVART  
CHECK DATE FROM 10/27/2021 - 11/04/2021  
Banks: 751

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-301-719.000				OTHER FRINGE BENEFITS		188.59
101-301-727.000				OFFICE SUPPLIES		22.47
101-301-801.301				Attorney Fees - Police		729.17
101-301-850.000				COMMUNICATIONS		127.08
101-301-921.000				UTILITIES		173.11
101-441-921.000				UTILITIES		460.04
101-442-921.000				UTILITIES		242.68
101-448-921.000				UTILITIES		387.30
101-850-719.000				OTHER FRINGE BENEFITS		134.71
202-451-930.000				REPAIRS AND MAINTENANCE		30.75
202-452-740.000				OPERATING SUPPLIES		3,408.29
202-460-921.000				UTILITIES		75.84
202-850-719.000				OTHER FRINGE BENEFITS		16.17
203-451-930.000				REPAIRS AND MAINTENANCE		30.75
203-452-740.000				OPERATING SUPPLIES		3,408.29
203-453-930.000				REPAIRS AND MAINTENANCE		2,440.00
203-850-719.000				OTHER FRINGE BENEFITS		10.77
207-751-801.000				PROFESSIONAL SERVICES		290.50
207-751-921.000				UTILITIES		609.98
208-757-729.000				PERMITS AND FEES		126.00
208-757-921.000				UTILITIES		107.77
209-276-801.000				PROFESSIONAL SERVICES		120.00
590-537-727.000				OFFICE SUPPLIES		2.50
590-537-740.000				OPERATING SUPPLIES		105.36
590-537-850.000				COMMUNICATIONS		81.64
590-537-900.000				PUBLISHING/PRINTING		76.68
590-538-740.000				OPERATING SUPPLIES		275.63
590-538-801.000				PROFESSIONAL SERVICES		729.17
590-538-921.000				UTILITIES		685.32
590-850-719.000				OTHER FRINGE BENEFITS		102.38
591-545-727.000				OFFICE SUPPLIES		2.50
591-545-729.000				PERMITS AND FEES		2,085.59
591-545-740.000				OPERATING SUPPLIES		105.36
591-545-900.000				PUBLISHING/PRINTING		76.68
591-546-740.000				OPERATING SUPPLIES		275.62
591-546-801.000				PROFESSIONAL SERVICES		729.17
591-546-850.000				COMMUNICATIONS		81.64
591-546-921.000				UTILITIES		246.44
591-547-930.000				REPAIRS AND MAINTENANCE		1,106.81
591-850-719.000				OTHER FRINGE BENEFITS		86.21
661-599-930.000				REPAIRS AND MAINTENANCE		98.21
				TOTAL		21,974.31

Check Register Report For City Of Evart  
For Check Dates 10/27/2021 to 11/04/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
11/01/2021	750	EFT662	MICHIGAN CONF OF TEAMSTERS	6,741.40	6,741.40	0.00	Open
10/31/2021	750	23247	TEAMSTERS LOCAL 214	199.00	199.00	0.00	Open
10/31/2021	750	23248	ICMA RC-HEADQUARTERS	97.60	97.60	0.00	Open
10/31/2021	750	23249	P.O.L.C.	100.52	100.52	0.00	Open
10/27/2021	750	23246	MISDU	175.76	175.76	0.00	Open
10/27/2021	750	DD5994	BEAM, JOHN	1,096.15	0.00	719.21	Cleared
10/27/2021	750	DD5995	DUNCAN, JENNIFER	874.90	0.00	655.14	Cleared
10/27/2021	750	DD5996	FIEBIG, KATHY	167.31	0.00	147.39	Cleared
10/27/2021	750	DD5997	FLACHS, MICHAEL J	743.20	0.00	446.40	Cleared
10/27/2021	750	DD5998	HIGGINS, JERALD J	306.00	0.00	262.45	Cleared
10/27/2021	750	DD5999	LEWIS, RICHARD I	1,527.50	0.00	1,232.01	Cleared
10/27/2021	750	DD6000	LOCKHART, PEPPER L	1,054.66	0.00	808.69	Cleared
10/27/2021	750	DD6001	MARTIN, DALE	946.40	0.00	583.83	Cleared
10/27/2021	750	DD6002	MCCLURE, PATRICK K	1,093.50	0.00	794.27	Cleared
10/27/2021	750	DD6003	MISNER JR, JAMES T	97.50	0.00	83.75	Cleared
10/27/2021	750	DD6004	MOMA, DUSTIN L	1,394.23	0.00	1,036.02	Cleared
10/27/2021	750	DD6005	MUCZYNSKI, PATRICK	1,151.66	0.00	767.03	Cleared
10/27/2021	750	DD6006	MULKERNS, CHRISTINE L	760.00	0.00	595.20	Cleared
10/27/2021	750	DD6007	PARISH JR., WILLIAM E	136.00	0.00	119.82	Cleared
10/27/2021	750	DD6008	SHERMAN, GREGG A	255.00	0.00	222.61	Cleared
10/27/2021	750	DD6009	SWIFT-ECKERT, TERESA M	198.38	0.00	183.20	Cleared
10/27/2021	750	DD6010	TUPPER, VICTORIA	212.40	0.00	187.12	Cleared
10/27/2021	750	DD6011	WILSON, CHAD W	904.28	0.00	746.70	Cleared
10/27/2021	750	DD6012	ZINGER, ADAM	854.68	0.00	582.87	Cleared
10/27/2021	750	DD6013	BEAM, JOHN	890.62	0.00	713.56	Cleared
10/27/2021	750	DD6014	MARTIN, DALE	1,041.04	0.00	786.59	Cleared
10/27/2021	750	DD6015	MUCZYNSKI, PATRICK	789.34	0.00	636.49	Cleared
10/27/2021	750	EFT659	FEDERAL 941	2,934.08	2,934.08	0.00	Open
10/27/2021	750	EFT660	FEDERAL 941	676.90	676.90	0.00	Open
<b>Totals:</b>							
			Number of Checks: 029	27,420.01	10,925.26	12,310.35	



Check Register Report For City Of Evert  
For Check Dates 10/27/2021 to 11/04/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
Total Physical Checks:			4				
Total Check Stubs:			25				

Evert Area Joint Fire Department

Fire Board Meeting

October 19, 2021 @ 4:30 PM

**PLEDGE OF ALLEGIANCE**

Meeting called to order by Chairman Hammer 4:38pm.

**ROLL CALL:** Gary Hammer – Evert Township, Dan Elliott – City of Evert, Sherri Bancroft – Osceola Township, Bev Mills – Sylvan Township, Diane Brackett – Orient Township (Absent).

**GUESTS:** Shane Helmer, Jesse Hyden, Angie Cushman

**Citizens Comments:** None

**MOTION BY OSCEOLA, 2<sup>ND</sup> BY CITY OF EVART to amend and approve the agenda with the addition of new business #3 Fire Dept Lot, #4 Huntington Bank Account Closure, and #5 Bank Signature Cards. MOTION PASSED.**

**MOTION BY CITY OF EVART, 2<sup>ND</sup> BY SYLVAN to approve the consent agenda with the approval of payment of bills, treasurers report, and September 14, 2021 regular meeting minutes and the USDA Grant Public Hearing minutes. MOTION PASSED.**

Monthly Bills totaling \$12,456.81 with 25 checks written #7116-7040 and payroll totaling \$8,777.43 with 24 checks written #7083-7105. General Checking - \$13,677.86 Grand Total \$353,503.92.

**OLD BUSINESS:**

- 1. STORM RESPONSE UPDATE:** Shane reported the total amount that was expended from the City of Evert was \$139,000 with the fire department being just shy of \$13,000, and Reed City was just

over \$50,000 with a total of \$189,000. Mark Watkins, Emergency Management Director is sending a letter to Senator Curt Vanderwall asking for a special allocation from the government, for the onetime payment for costs to be paid back to the entities for the storm response due to it being a State of Emergency.

- 2. USDA OBLIGATION LETTER:** Shane stated that the grant has been approved and the letter must be accepted, and then the funds need to be put into the proper accounts.

**MOTION BY CITY OF EVART, 2<sup>ND</sup> BY OSCEOLA to accept the USDA Grant funds and transfer into 206-336-970-.100 Capitalized Outlay. MOTION PASSED.**

**MOTION BY CITY OF EVART, 2<sup>ND</sup> BY SYLVAN to increase revenues 206-000-501-.000 by amending the budget by adding in \$50,000 for a total of \$100,000 in the federal grant budget and allow the increase in the Fire Department Grant Expenses 206-33-954-000 by \$50, 000 to \$104,999. MOTION PASSED**

- 3. ENGINE 8:** Shane stated the Engine 8 was taken back to the place it had the pump replaced, finding out that the guy that fixed it did not line up the box, which tore up the shaft, which also tore up the pump. Since it will cost \$20,000 to fix it again, they offered to purchase the truck from us for \$5,000. Shane stated they needed to fix it and we would decide as a board what to do with it when it was completed.
- 4. BATHROOM LEAK:** Shane had SERV PRO come in and clean up the leak that has been taking place in the bathroom in the EMS quarters, the vent fan was not working and mold was growing and Serve Pro did a complete clean up of the area, now we need to have a contractor come in and do the ceiling tiles, insulation and vent installation that need to be replaced.
- 5. NEW TRUCK:** Shane stated that the truck is about 2 weeks behind, and should be completed by Nov. 8. Then it will be delivered to Detroit for some plugs and wiring put in, then will be delivered and do a walk through that day.

## **NEW BUSINESS:**

- 1. 2022 Meetings:** Shane accepted a position with OSCSD starting in January and he will become a road deputy. He will be gone for 17 weeks, and won't be able to make meetings from January – May. He wanted to let everyone know now so that things can be arranged with either Randy, or Jesse to step into the roll.
- 2. BUDGET 2022-2023:**
  - a. General Operating**
  - b. Capital Improvement Items**

Shane presented the budget for the next year to the board members and discussion was held. Shane did want to apply for more USDA grant money, and would like the board to come up with some ideas that we could use the grant money for. This is a preliminary budget until approved in February 2022.

- 3. FIRE DEPARTMENT LOT:** Discussed in the budget #2
- 4. Huntington Bank Account Closure:** Shane stated that all bills and checks are now being written from the MFCU account and that Huntington Account can be closed, and that Sherri (Osceola Twp) would need to do that, and transfer the funds to MFCU.

**MOTION BY CITY OF EVART, 2<sup>ND</sup> BY OSCEOLA to allow Sherri Bancroft Osceola Twp (Fire Department Board Treasurer) to close/eliminate the Huntington Bank/TCF Account, and transfer funds to the Members First Credit Union Account. MOTION PASSED.**

**MOTION BY CITY OF EVART, 2<sup>ND</sup> BY SYLVAN to reauthorize all of the Evert Fire Board Members to sign the signature cards at Members First Credit Union, including members Dan Elliott, Bev Mills, Gary Hammer, Diane Brackett, and Sherri Bancroft. MOTION PASSED.**

**FIRE CHIEF REPORT:** Shane stated that we are up to 578 calls this year, which is up from last year. Shane included the vendors list, payroll, and ¼ year budget reports. Shane also included the monthly reports of calls for the month of

September for the department with each separated out for each entity, and also included the yearly. Shane stated that he would like the board to be aware of the shortage of Ford/Chevy trucks and we are due for the a new brush truck in 2023 and he would like to make sure they are aware of that in January and February time frame, which would be another lease purchase and then purchase outright. Shane stated that he would bring the board the payroll for the department next month; he has ideas and would like them to be written down so that he can explain it better. Discussion was held.

Citizens Comments: None

**NEXT MEETING: November 9, 2021 at 4:30pm.**

**MINUTES ARE NOT OFFICIAL UNTIL APPROVED AT A FUTURE BOARD MEEING.**

**MOTION BY SYLVAN, 2<sup>nd</sup> by OSCEOLA, to adjourn the meeting @ 6:23pm.**

**MOTION PASSED.**

**ANGELA CUSHMAN**

Administrative Assistant

Evart Area Joint Fire Department