

BIG RAPIDS CHARTER TOWNSHIP BOARD
REGULAR MEETING TUESDAY, NOVEMBER 3, 2020
BIG RAPIDS TOWNSHIP OFFICES, 14212 NORTHLAND DR.
BIG RAPIDS, MI 49307

AGENDA

PLEDGE OF ALLEGIANCE.

CALL TO ORDER: 7:00 p.m. ROLL CALL: __Stanek,__Saez,__ Currie,__ Bean,__ Everett,__ Geib,__ Merendino

PUBLIC HEARING ON 2021 BUDGET

PUBLIC COMMENT

ADDITIONS TO AGENDA:

SPECIAL APPEARANCE: Anthony Amine

CORRESPONDENCE:

CONSENT AGENDA

1. October 6th, Meeting Minutes: **ITEM A**
2. October Financial Report: **ITEM B**
2. Building Department Report: **ITEM C**
3. Cemetery and Grounds Report: **ITEM D**
4. Fire Department Report: **ITEM E**
5. Sewer Department Report: **ITEM F**
6. Water Department Report: **ITEM G**
7. Cemetery Committee Report: **ITEM H**
8. Election Commission Minutes: **ITEM I**
9. Planning Commission Minutes: **ITEM J**
10. Gypsy Moth Control: **ITEM K**
10. Supervisor's Report: **ITEM L**

UNFINISHED BUSINESS:

1. Hills of Mitchel Creek Progress Report: **ITEM M**
2. Other:

NEW BUSINESS:

1. Accepting updated Cell Tower Agreement: **ITEM N**
2. Adding Ian McArthur and Scott Belka to Fire Roster: **ITEM O**
3. Adoption of Master Plan: **ITEM P**
4. Adoption of 2021 Wastewater User Charge Report: **ITEM Q**
5. Sewer rates for next year: **ITEM R**
6. 2021 wages: **ITEM S**
7. Request to add Delinquent Sewer Bills to 2020 Winter Taxes: **ITEM T**
8. Other:

Financial

1. Payroll: **ITEM U**
2. Accounts Payable: **ITEM V**

PUBLIC COMMENT:

ADJOURNMENT:

Big Rapids Charter Township will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed material, if individuals with disabilities, upon five business days notice to the township. Individuals requiring auxiliary aids or services should contact Hannah Saez, Big Rapids Charter Township Clerk, 14212 Northland Drive, Big Rapids, MI 49307- call 231 796 3603 or fax request to 231 796 2533.

**BIG RAPIDS CHARTER TOWNSHIP BOARD
REGULAR MEETING TUESDAY, OCTOBER 6, 2020
UNAPPROVED**

CALL TO ORDER: 7:00 p.m. ROLL CALL: Stanek, Currie, Bean, Everett, Geib, Merendino, present. Saez, absent.

PLEDGE OF ALLEGIANCE.

PUBLIC COMMENT: Brian Miller, Wendy Nystrom

ADDITIONS TO AGENDA: Removal of The Master Plan adoption, addition of Interlocal Agreement for County Designated Assessor.

SPECIAL APPEARANCE: None

CORRESPONDENCE: None

CONSENT AGENDA

1. **September 1, Meeting Minutes:**
2. **August 10, Special Meeting Minutes:**
3. **September Financial Report:**
4. **Building Department Report:**
5. **Cemetery and Grounds Report:**
6. **Fire Department Report:**
7. **Sewer Department Report:**
8. **Water Department Report:**
9. **Fall Clean up Report:**
10. **Fire Committee Report:**
11. **Planning Commission Minutes:**
12. **Utilities Committee Report:**
13. **Supervisor Report:**

A motion to approve of the consent agenda was made by Everett. Seconded by Currie. Motion passed unanimously.

UNFINISHED BUSINESS:

1. **Hills of Mitchell Creek proposal:** A motion was made by Currie to accept Freedom Utility Placement's proposal to complete the project as presented with a maximum of \$50,000 and notified if anything should be billed beyond that. Seconded by Everett. Motion passed unanimously on a roll call vote.
2. **Requirement of curb valves in addition to grinder pumps with valves for new construction:** A motion was made by Currie that any new construction in the Hills of Mitchell Creek on the pressure system must install a curb valve. Seconded by Merendino. Motion passed unanimously.
3. **Other:**

NEW BUSINESS:

1. **Acceptance of AD Valorem Property Tax rates to cover budget:** A motion was made by Currie to accept the 2020 L4029 tax rates. Seconded by Geib. Motion passed unanimously.
2. **Recommendation to hold public hearing on budget and supporting tax rates:** A motion was made by Currie to set the public hearing for budget year 2021 on November 3, 2020. Seconded by Everett. Motion passed unanimously.
3. **Support request from Mecosta County Development Corporation:** A motion was made by Currie to support MCDC in the amount of \$4,000. Seconded by Everett. Motion passed unanimously on a roll call vote.
4. **Interlocal Agreement for County Designated Assessor:** A motion was made by Geib to accept the Interlocal Assessor Agreement for \$60 a year. Seconded by Currie. Motion passed unanimously on a roll call vote.
5. **Other:**

Financial

1. **Payroll:** A motion was made by Geib to approve Payroll in the amount of \$20,519.22. Seconded by Currie. Motion passed unanimously on a roll call vote.
 2. **Accounts Payable:** A motion was made by Geib to approve Accounts Payable in the amount of \$102,029.90. Seconded by Currie. Motion passed unanimously on a roll call vote.
 3. **July Treasurer's Report:**
 4. **August Treasurer's Report:**
- A motion was made by Geib to approve of July and August Treasurer's Reports. Seconded by Merendino. Motion passed unanimously on a roll call vote.

PUBLIC COMMENT: 1. Mark Dann - Monroe - parking on private property/using drive as turnaround.
2. A motion was made by Everett to apply \$5,600 of the sale of the Fire Chassis to the tender loan sale of fixed assets. Seconded by Geib. Motion passed unanimously on a roll call vote.

ADJOURNMENT: 8:14p.m.

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Item "B"

10/30/2020

REVENUE AND EXPENDITURE REPORT FOR BIG RAPIDS TOWNSHIP
 PERIOD ENDING 11/30/2020
 % Fiscal Year Completed: 91.53

GL NUMBER	DESCRIPTION	YTD BALANCE ACTIVITY FOR			AVAILABLE BALANCE	% BDGT USED
		2020 ENDED BUDGETIAL	11/30/2020 H 11/30/2020 (ABNORMAL) E	(DECREASE) AL (ABNORMAL)		
Revenues						
Dept 000 - GENERAL						
101-000-402.000	Current Real Property Tax	190,500.00	177,217.42	0.00	13,282.58	93.03
101-000-411.000	Delinquent Real Property Tax	0.00	13.37	0.00	(13.37)	100.00
101-000-441.000	Local Community Stabilization Share Tax	2,000.00	0.00	0.00	2,000.00	0.00
101-000-445.000	Penalties & Interest on Taxes	1,500.00	2,617.25	0.00	(1,117.25)	174.48
101-000-447.000	Property Tax Admin Fee	55,000.00	59,116.28	0.00	(4,116.28)	107.48
101-000-451.000	Business Licenses & Permits	19,000.00	13,051.09	0.00	5,948.91	68.69
101-000-574.000	State Shared Revenue	370,000.00	297,715.00	0.00	72,285.00	80.46
101-000-607.000	Ch. for Serv. (fees, zoning)	1,500.00	1,000.00	0.00	500.00	66.67
101-000-610.000	School Parcel Fee	5,500.00	6,417.00	0.00	(917.00)	116.67
101-000-632.000	Ch. for Serv. (sale cem. lots)	3,000.00	2,800.00	0.00	200.00	93.33
101-000-634.000	Ch. for Serv. (grave op & cl)	12,000.00	11,250.00	0.00	750.00	93.75
101-000-635.000	Chg For Serv Cem Foun & Misc	4,000.00	6,143.50	0.00	(2,143.50)	153.59
101-000-640.000	Ch. for Serv. (lot splits)	500.00	375.00	0.00	125.00	75.00
101-000-664.000	Int. & Div. on Earnings	14,000.00	3,534.17	0.00	10,465.83	25.24
101-000-667.000	Rent&Exp Building Dept	7,200.00	7,425.00	0.00	(225.00)	103.13
101-000-668.000	Sign Rental	4,000.00	4,000.00	0.00	0.00	100.00
101-000-675.020	Cemetery Annuity - Division of Assets	52,500.00	53,627.80	0.00	(1,127.80)	102.15
101-000-676.000	Reimbursements	0.00	11,845.61	0.00	(11,845.61)	100.00
101-000-687.000	REFUNDS	300.00	1,484.84	0.00	(1,184.84)	494.95
101-000-697.000	Transfer from other Fund	50,000.00	0.00	0.00	50,000.00	0.00
203-000-665.000	SPECIAL ASSESSMENT INTEREST	3,000.00	2,826.82	0.00	173.18	94.23
203-000-672.000	Special Assessment Principle	50,000.00	47,113.67	0.00	2,886.33	94.23
204-000-405.000	B.R.T. Road Millage	228,000.00	212,678.32	0.00	15,321.68	93.28
206-000-403.000	Current Real Property Tax	228,000.00	212,169.00	0.00	15,831.00	93.06
206-000-582.000	Contribution Mecosta Co. F.R.	15,000.00	13,804.18	0.00	1,195.82	92.03
206-000-664.000	Int. & Div. on Earnings	500.00	341.47	0.00	158.53	68.29
206-000-673.000	Sale of Fixed Assests	0.00	5,600.00	0.00	(5,600.00)	100.00
206-000-676.000	Reimbursements	0.00	5,666.00	0.00	(5,666.00)	100.00
206-000-687.000	REFUNDS	0.00	509.32	0.00	(509.32)	100.00
212-000-574.000	State Shared Revenue	5,600.00	6,050.55	0.00	(450.55)	108.05
249-000-608.000	Ch. for Serv.Fees/Bldg.Permits	55,000.00	39,506.00	0.00	15,494.00	71.83
249-000-699.100	Advance from Fund Balance	5,500.00	0.00	0.00	5,500.00	0.00
271-000-402.000	Current Real Property Tax	30,400.00	28,351.92	0.00	2,048.08	93.26
401-000-674.000	CONTRIBUTIONS AND DONATIONS	25,000.00	1,505.00	0.00	23,495.00	6.02
401-000-699.000	Transfers From Other Funds	15,000.00	0.00	0.00	15,000.00	0.00
401-000-699.100	Advance from Fund Balance	33,500.00	0.00	0.00	33,500.00	0.00
590-000-539.010	SAW GRANT	0.00	11,075.09	0.00	(11,075.09)	100.00
590-000-625.000	TAP IN FEES	5,000.00	7,500.00	0.00	(2,500.00)	150.00
590-000-626.000	Charg. for Serv. (utilities)	595,000.00	429,569.88	0.00	165,430.12	72.20
590-000-627.000	Penalty on Delinquent Utility Bills	7,500.00	8,786.18	0.00	(1,286.18)	117.15
590-000-664.000	Int. & Div. on Earnings	15,000.00	12,484.99	0.00	2,515.01	83.23
590-000-676.000	Reimbursements	0.00	8,671.00	0.00	(8,671.00)	100.00
590-000-687.000	REFUNDS	0.00	10.00	0.00	(10.00)	100.00
590-000-699.100	Advance from Fund Balance	220,000.00	0.00	0.00	220,000.00	0.00
591-000-626.000	Charg. for Serv. (utilities)	900.00	650.50	0.00	249.50	72.28
591-000-627.000	Pen. & Int. Delinquent Bills	0.00	3.39	0.00	(3.39)	100.00
591-000-699.000	Transfer from other Fund	26,500.00	0.00	0.00	26,500.00	0.00
594-000-664.000	Int. & Div. on Earnings	75.00	33.82	0.00	41.18	45.09

GL NUMBER	DESCRIPTION	YTD BALANCE ACTIVITY FOR			AVAILABLE BALANCE	% BDGT USED
		2020 ENDED BUDGETIAL	11/30/2020 - 11/30/2020	E (DECREASE) AL (ABNORMAL)		
594-000-672.000	Special Assessment	54,450.00	52,926.64	0.00	1,523.36	97.20
594-000-699.000	Transfer from other Fund	234,925.00	0.00	0.00	234,925.00	0.00
703-000-445.000	Penalties & Interest on Taxes	1,000.00	(128.08)	0.00	1,128.08	(12.81)
708-000-576.000	METRO Revenue	7,000.00	6,174.78	0.00	825.22	88.21
711-000-664.000	Int. & Div. on Earnings	1,750.00	1,035.95	0.00	714.05	59.20
711-000-698.000	Advance from Fund Balance	13,250.00	0.00	0.00	13,250.00	0.00
Total Dept 000 - GENERAL		2,669,350.00	1,774,549.72	0.00	894,800.28	66.48
TOTAL REVENUES		2,669,350.00	1,774,549.72	0.00	894,800.28	66.48
Expenditures						
Dept 000 - GENERAL						
703-000-700.000	Expenditure Control	1,000.00	0.00	0.00	1,000.00	0.00
711-000-975.000	Capital Outlay under \$10,000	15,000.00	0.00	0.00	15,000.00	0.00
Total Dept 000 - GENERAL		16,000.00	0.00	0.00	16,000.00	0.00
Dept 101 - TOWNSHIP BOARD						
101-101-702.000	Salary & Wages	7,000.00	5,833.27	583.33	1,166.73	83.33
101-101-702.020	Salary & Wages Clerical Help	16,000.00	6,501.60	788.40	9,498.40	40.64
101-101-702.090	Salary & Wages Census	2,000.00	0.00	0.00	2,000.00	0.00
101-101-710.000	Twp. Share Medicare Withholding	365.00	221.83	19.91	143.17	60.78
101-101-715.000	Twp. Share Soc. Sec. Withholdg	1,550.00	948.39	85.04	601.61	61.19
101-101-720.000	Medical Reimbursement	0.00	12.25	0.00	(12.25)	100.00
101-101-727.000	Office Supplies	800.00	1,613.07	140.30	(813.07)	201.63
101-101-740.000	Operating Supplies	200.00	105.55	0.00	94.45	52.78
101-101-801.000	Professional Services	28,000.00	20,793.37	0.00	7,206.63	74.26
101-101-850.000	Communication	3,400.00	3,140.14	0.00	259.86	92.36
101-101-860.000	Transportation	600.00	0.00	0.00	600.00	0.00
101-101-860.100	Transportation - Census	300.00	0.00	0.00	300.00	0.00
101-101-880.000	Community Promotion	600.00	63.70	0.00	536.30	10.62
101-101-881.000	FALL CLEAN-UP	8,000.00	7,178.40	0.00	821.60	89.73
101-101-900.000	Printing & Publishing	1,800.00	1,932.36	0.00	(132.36)	107.35
101-101-956.000	Miscellaneous	100.00	0.00	0.00	100.00	0.00
101-101-958.000	Membership & Dues	3,450.00	3,076.21	0.00	373.79	89.17
101-101-960.000	Education	2,500.00	0.00	0.00	2,500.00	0.00
101-101-965.000	Insurance & Bonds	9,000.00	7,264.71	0.00	1,735.29	80.72
101-101-975.000	Capital Outlay under \$10,000	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 101 - TOWNSHIP BOARD		86,665.00	58,684.85	1,616.98	27,980.15	67.71
Dept 171 - SUPERVISOR						
101-171-702.000	Salary & Wages	25,000.00	20,833.30	2,083.33	4,166.70	83.33
101-171-702.010	Salary & Wages Deputy	2,000.00	1,260.00	43.20	740.00	63.00
101-171-702.040	Salary & Wages Cemetery	5,000.00	4,166.70	416.67	833.30	83.33
101-171-702.300	Health Insurance Buyout	1,800.00	1,500.00	150.00	300.00	83.33
101-171-710.000	Twp. Share Medicare Withholding	500.00	402.52	39.05	97.48	80.50
101-171-715.000	Twp. Share Soc. Sec. Withholdg	2,100.00	1,721.12	166.98	378.88	81.96
101-171-720.000	Medical Reimbursement	1,500.00	1,000.00	0.00	500.00	66.67
101-171-727.000	Office Supplies	50.00	163.23	0.00	(113.23)	326.46
101-171-740.000	Operating Supplies	50.00	0.00	0.00	50.00	0.00
101-171-801.000	Professional Services	400.00	0.00	0.00	400.00	0.00
101-171-850.100	Cell Phone	360.00	270.00	0.00	90.00	75.00
101-171-860.000	Transportation	450.00	0.00	0.00	450.00	0.00
101-171-960.000	Education	1,250.00	353.00	0.00	897.00	28.24
101-171-975.000	Capital Outlay under \$10,000	500.00	0.00	0.00	500.00	0.00

GL NUMBER	DESCRIPTION	YTD BALANCE ACTIVITY FOR			AVAILABLE BALANCE	% BDGT USED
		2020 ENDED BUDGETIAL	11/30/2020 H (ABNORMAL)	11/30/2020 E (DECREASE) AL (ABNORMAL)		
Total Dept 171 - SUPERVISOR		40,960.00	31,669.87	2,899.23	9,290.13	77.32
Dept 215 - CLERK						
101-215-702.000	Salary & Wages	39,200.00	32,666.70	3,266.67	6,533.30	83.33
101-215-702.010	Salary & Wages Deputy	5,000.00	3,139.20	547.20	1,860.80	62.78
101-215-702.300	Health Insurance Buyout	1,800.00	0.00	0.00	1,800.00	0.00
101-215-710.000	Twp. Share Medicare Withholding	(1,150.00)	519.19	55.31	(1,669.19)	(45.15)
101-215-714.000	Health Insurance	8,000.00	(1,600.43)	0.00	9,600.43	(20.01)
101-215-715.000	Twp. Share Soc. Sec. Withholdg	2,775.00	2,219.97	236.47	555.03	80.00
101-215-720.000	Medical Reimbursement	1,500.00	127.40	0.00	1,372.60	8.49
101-215-727.000	Office Supplies	700.00	426.70	0.00	273.30	60.96
101-215-740.000	Operating Supplies	300.00	200.36	0.00	99.64	66.79
101-215-801.000	Professional Services	2,600.00	878.00	0.00	1,722.00	33.77
101-215-850.000	Cell Phone Reimbursement	360.00	270.00	0.00	90.00	75.00
101-215-960.000	Education	1,000.00	297.85	0.00	702.15	29.79
101-215-975.000	Capital Outlay under \$10,000	500.00	0.00	0.00	500.00	0.00
Total Dept 215 - CLERK		62,585.00	39,144.94	4,105.65	23,440.06	62.55
Dept 247 - BOARD OF REVIEW						
101-247-702.000	Salary & Wages	900.00	577.20	0.00	322.80	64.13
101-247-710.000	Twp. Share Medicare Withholding	15.00	8.37	0.00	6.63	55.80
101-247-715.000	Twp. Share Soc. Sec. Withholdg	60.00	35.78	0.00	24.22	59.63
101-247-900.000	Printing & Publishing	75.00	70.75	0.00	4.25	94.33
101-247-960.000	Education	500.00	0.00	0.00	500.00	0.00
Total Dept 247 - BOARD OF REVIEW		1,550.00	692.10	0.00	857.90	44.65
Dept 253 - TREASURER						
101-253-702.000	Salary & Wages	31,200.00	26,000.00	2,600.00	5,200.00	83.33
101-253-702.010	Salary & Wages Deputy	3,850.00	1,980.00	345.60	1,870.00	51.43
101-253-710.000	Twp. Share Medicare Withholding	510.00	405.68	42.71	104.32	79.55
101-253-714.000	Health Insurance	6,400.00	4,817.61	0.00	1,582.39	75.28
101-253-715.000	Twp. Share Soc. Sec. Withholdg	2,175.00	1,734.80	182.64	440.20	79.76
101-253-720.000	Medical Reimbursement	1,195.00	0.00	0.00	1,195.00	0.00
101-253-727.000	Office Supplies	1,250.00	110.49	0.00	1,139.51	8.84
101-253-740.000	Operating Supplies	450.00	211.80	0.00	238.20	47.07
101-253-801.000	Professional Services	4,750.00	2,628.62	736.00	2,121.38	55.34
101-253-975.000	Capital Outlay under \$10,000	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 253 - TREASURER		53,780.00	37,889.00	3,906.95	15,891.00	70.45
Dept 257 - ASSESSOR						
101-257-740.000	Operating Supplies	200.00	426.45	0.00	(226.45)	213.23
101-257-801.000	Professional Services	4,500.00	1,476.55	0.00	3,023.45	32.81
101-257-801.005	Contractual Assessor	40,000.00	31,229.30	0.00	8,770.70	78.07
101-257-801.006	Tax Tribunal Appeals	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 257 - ASSESSOR		45,700.00	33,132.30	0.00	12,567.70	72.50
Dept 262 - ELECTIONS						
101-262-702.000	SALARY AND WAGES	6,750.00	3,869.57	0.00	2,880.43	57.33
101-262-710.000	Twp. Share Medicare Withholding	100.00	0.00	0.00	100.00	0.00
101-262-715.000	Twp. Share Soc. Sec. Withholding	420.00	0.00	0.00	420.00	0.00
101-262-727.000	SUPPLIES	1,200.00	557.38	0.00	642.62	46.45
101-262-740.000	Operating Supplies	7,750.00	4,652.68	508.68	3,097.32	60.03
101-262-801.000	Professional Services	450.00	300.00	0.00	150.00	66.67
101-262-810.000	Election Workers	0.00	268.00	0.00	(268.00)	100.00
101-262-860.000	MILEAGE	150.00	0.00	0.00	150.00	0.00

GL NUMBER	DESCRIPTION	YTD BALANCE ACTIVITY FOR			AVAILABLE BALANCE	% BDGT USED
		2020 ENDED BUDGETIAL	11/30/2020 AL (ABNORMAL)	11/30/2020 E (DECREASE) AL (ABNORMAL)		
101-262-900.000	Printing & Publishing	500.00	220.32	64.33	279.68	44.06
101-262-960.000	Education	500.00	0.00	0.00	500.00	0.00
101-262-975.000	Capital Outlay under \$10,000	2,000.00	1,798.00	0.00	202.00	89.90
Total Dept 262 - ELECTIONS		19,820.00	11,665.95	573.01	8,154.05	58.86
Dept 265 - TOWNSHIP HALL & GROUNDS						
101-265-702.000	Salary & Wages	2,200.00	626.88	0.00	1,573.12	28.49
101-265-702.200	Salary & Wages Snowplowing	400.00	0.00	0.00	400.00	0.00
101-265-710.000	Twp. Share Medicare Withholding	40.00	9.09	0.00	30.91	22.73
101-265-715.000	Twp. Share Soc. Sec. Withholdg	165.00	38.88	0.00	126.12	23.56
101-265-740.000	Operating Supplies	200.00	820.99	0.00	(620.99)	410.50
101-265-775.000	Repair & Maintenance Supplies	500.00	7.62	0.00	492.38	1.52
101-265-801.000	Professional Services	500.00	0.00	0.00	500.00	0.00
101-265-920.000	Public Utilities	4,000.00	2,773.28	16.38	1,226.72	69.33
101-265-930.000	Repair & Maintenance	3,000.00	1,821.55	0.00	1,178.45	60.72
101-265-932.000	Grounds maintenance	600.00	828.94	0.00	(228.94)	138.16
101-265-933.000	Snowplowing	0.00	800.00	0.00	(800.00)	100.00
101-265-956.000	Miscellaneous	100.00	0.00	0.00	100.00	0.00
101-265-978.000	Capital Outlay \$10,000 and above	6,000.00	0.00	0.00	6,000.00	0.00
Total Dept 265 - TOWNSHIP HALL & GROUNDS		17,705.00	7,727.23	16.38	9,977.77	43.64
Dept 276 - TOWNSHIP CEMETERIES						
101-276-702.000	Salary & Wages	8,000.00	7,042.75	1,274.00	957.25	88.03
101-276-702.015	Salary & Wages Mangement	23,000.00	22,679.95	3,736.69	320.05	98.61
101-276-702.016	Salary & Wages Clerical Mangement	8,500.00	1,185.00	0.00	7,315.00	13.94
101-276-702.020	Salary & Wages Clerical Help	2,000.00	4,334.40	525.60	(2,334.40)	216.72
101-276-702.100	SALARY & WAGES: UNEMPLOYMENT	5,100.00	2,520.83	0.00	2,579.17	49.43
101-276-702.200	Salary & Wages Snowplowing	400.00	0.00	0.00	400.00	0.00
101-276-702.300	Health Insurance Buyout	1,800.00	1,200.00	150.00	600.00	66.67
101-276-710.000	Twp. Share Medicare Withholding	580.00	485.45	82.45	94.55	83.70
101-276-714.000	Health Insurance	1,500.00	8,165.40	0.00	(6,665.40)	544.36
101-276-715.000	Twp. Share Soc. Sec. Withholdg	2,480.00	2,075.75	352.55	404.25	83.70
101-276-720.000	Medical Reimbursement	1,500.00	0.00	0.00	1,500.00	0.00
101-276-727.000	Office Supplies	300.00	75.37	0.00	224.63	25.12
101-276-740.000	Operating Supplies	4,000.00	2,810.39	478.78	1,189.61	70.26
101-276-801.000	Professional Services	3,500.00	3,154.00	0.00	346.00	90.11
101-276-801.010	MANPOWER	7,000.00	5,006.13	522.00	1,993.87	71.52
101-276-801.020	PROF. SERVICES GRAVE OPENING/CLOSING	10,000.00	6,480.00	550.00	3,520.00	64.80
101-276-850.000	Communication	1,350.00	1,189.80	0.00	160.20	88.13
101-276-850.100	Cell Phone	360.00	210.00	0.00	150.00	58.33
101-276-860.000	Transportation	200.00	0.00	0.00	200.00	0.00
101-276-900.000	Printing & Publishing	200.00	0.00	0.00	200.00	0.00
101-276-920.000	Public Utilities	2,500.00	1,588.71	0.00	911.29	63.55
101-276-930.000	Repair & Maintenance	9,000.00	6,324.13	35.98	2,675.87	70.27
101-276-933.000	Snowplowing	0.00	30.00	0.00	(30.00)	100.00
101-276-960.000	Education	500.00	0.00	0.00	500.00	0.00
101-276-965.000	Insurance & Bonds	3,000.00	1,693.84	0.00	1,306.16	56.46
101-276-971.000	Re Purchase Cemetery Lots	400.00	306.00	0.00	94.00	76.50
101-276-975.000	Capital Outlay under \$10,000	4,000.00	0.00	0.00	4,000.00	0.00
101-276-978.000	Capital Outlay \$10,000 and above	15,000.00	0.00	0.00	15,000.00	0.00
Total Dept 276 - TOWNSHIP CEMETERIES		116,170.00	78,557.90	7,708.05	37,612.10	67.62
Dept 330 - LIQUOR LAW ENFORCEMENT						
212-330-801.000	Professional Services	5,600.00	0.00	0.00	5,600.00	0.00
Total Dept 330 - LIQUOR LAW ENFORCEMENT		5,600.00	0.00	0.00	5,600.00	0.00

GL NUMBER	DESCRIPTION	YTD BALANCE ACTIVITY FOR			AVAILABLE BALANCE	% BDGT USED
		2020 ENDED BUDGETIAL	11/30/2020 + (ABNORMAL) E	11/30/2020 (DECREASE) AL		
Dept 336 - FIRE DEPARTMENT						
206-336-702.000	Salary & Wages	48,000.00	39,999.52	4,000.64	8,000.48	83.33
206-336-702.025	Salary & Wages Reports	1,200.00	837.00	105.00	363.00	69.75
206-336-702.030	Salary & Wages Preincident Surveys	3,000.00	1,950.00	0.00	1,050.00	65.00
206-336-702.050	Salary & Wages First Responder	20,000.00	16,666.59	1,666.80	3,333.41	83.33
206-336-702.080	Chief Salary & Wages	12,500.00	10,416.70	1,041.67	2,083.30	83.33
206-336-702.085	Ass't Chiefs Salary & Wages	10,000.00	8,333.30	833.33	1,666.70	83.33
206-336-702.200	Salary & Wages Snowplowing	500.00	0.00	0.00	500.00	0.00
206-336-710.000	Twp. Share Medicare Withholding	1,380.00	1,133.95	110.88	246.05	82.17
206-336-715.000	Twp. Share Soc. Sec. Withholdg	5,880.00	4,848.58	474.13	1,031.42	82.46
206-336-727.000	Office Supplies	800.00	115.51	0.00	684.49	14.44
206-336-740.000	Operating Supplies	15,500.00	6,458.03	372.20	9,041.97	41.66
206-336-801.000	Professional Services	2,000.00	400.00	0.00	1,600.00	20.00
206-336-850.000	Communication	2,500.00	2,960.70	49.02	(460.70)	118.43
206-336-860.000	Transportation	100.00	0.00	0.00	100.00	0.00
206-336-880.000	Community Promotion	750.00	0.00	0.00	750.00	0.00
206-336-900.000	Printing & Publishing	100.00	0.00	0.00	100.00	0.00
206-336-920.000	Public Utilities	11,200.00	5,463.42	16.45	5,736.58	48.78
206-336-930.000	Repair & Maintenance	20,000.00	19,098.47	0.00	901.53	95.49
206-336-933.000	Snowplowing	0.00	800.00	0.00	(800.00)	100.00
206-336-935.000	Bldg. & Grounds Repair & Maintenance	2,000.00	0.00	0.00	2,000.00	0.00
206-336-958.000	Membership & Dues	300.00	0.00	0.00	300.00	0.00
206-336-960.000	Education	2,700.00	2,164.29	0.00	535.71	80.16
206-336-965.000	Insurance & Bonds	29,000.00	15,760.55	0.00	13,239.45	54.35
206-336-975.000	Capital Outlay under \$10,000	15,000.00	2,502.00	0.00	12,498.00	16.68
206-336-978.000	Capital Outlay \$10,000 and above	0.00	49,538.82	0.00	(49,538.82)	100.00
206-336-994.000	Contract Payment Principal	25,000.00	0.00	0.00	25,000.00	0.00
Total Dept 336 - FIRE DEPARTMENT		229,410.00	189,447.43	8,670.12	39,962.57	82.58
Dept 371 - BUILDING INSPECTION DEPARTMENT						
249-371-702.000	Salary & Wages	10,000.00	6,844.24	663.00	3,155.76	68.44
249-371-702.020	Salary & Wages Clerical Help	18,800.00	13,611.96	1,275.66	5,188.04	72.40
249-371-703.000	Salary & Wages Electrical Insp	4,500.00	4,072.80	483.55	427.20	90.51
249-371-704.000	Salary & Wages Plbg-Mech Insp	7,600.00	6,313.60	1,168.80	1,286.40	83.07
249-371-705.000	SAL & WAGES SITE PLAN REVIEW	3,000.00	3,082.00	600.00	(82.00)	102.73
249-371-710.000	Twp. Share Medicare Withholding	640.00	491.92	60.78	148.08	76.86
249-371-715.000	Twp. Share Soc. Sec. Withholdg	2,730.00	2,103.32	259.85	626.68	77.04
249-371-727.000	Office Supplies	200.00	0.00	0.00	200.00	0.00
249-371-740.000	Operating Supplies	200.00	0.00	0.00	200.00	0.00
249-371-801.000	Professional Services	500.00	0.00	0.00	500.00	0.00
249-371-850.100	Cell Phone	540.00	150.00	15.00	390.00	27.78
249-371-860.000	Transportation	2,000.00	893.52	100.62	1,106.48	44.68
249-371-900.000	Printing & Publishing	150.00	24.00	0.00	126.00	16.00
249-371-940.000	Rent & Expenses	7,500.00	5,625.00	0.00	1,875.00	75.00
249-371-958.000	Membership & Dues	200.00	0.00	0.00	200.00	0.00
249-371-960.000	Education	1,500.00	245.00	0.00	1,255.00	16.33
249-371-975.000	Capital Outlay under \$10,000	0.00	919.00	0.00	(919.00)	100.00
Total Dept 371 - BUILDING INSPECTION DEPARTMENT		60,060.00	44,376.36	4,627.26	15,683.64	73.89
Dept 444 - SIDEWALKS						
203-444-991.050	LOAN PAYMENT (to revolving loan fund)	50,000.00	0.00	0.00	50,000.00	0.00
203-444-996.050	INTEREST (to revolving loan fund)	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 444 - SIDEWALKS		53,000.00	0.00	0.00	53,000.00	0.00

GL NUMBER	DESCRIPTION	YTD BALANCE ACTIVITY FOR			AVAILABLE BALANCE	% BDGT USED
		2020 ENDED BUDGETIAL	11/30/2020 - 11/30/2020 AL (ABNORMAL)	E (DECREASE) AL (ABNORMAL)		
Dept 446 - HIGHWAYS & STREETS						
101-446-801.000	Professional Services	2,000.00	0.00	0.00	2,000.00	0.00
101-446-805.000	Contractual Services Roads	180,000.00	125,188.58	0.00	54,811.42	69.55
204-446-805.000	Contractual Services	228,000.00	228,000.00	0.00	0.00	100.00
Total Dept 446 - HIGHWAYS & STREETS		410,000.00	353,188.58	0.00	56,811.42	86.14
Dept 448 - STREET LIGHTS						
101-448-920.000	Public Utilities	9,000.00	7,086.29	57.82	1,913.71	78.74
Total Dept 448 - STREET LIGHTS		9,000.00	7,086.29	57.82	1,913.71	78.74
Dept 450 - IND. PARK INFRASTRUCTURE						
101-450-990.100	Ind. Park Infrastructure	53,150.00	350.00	0.00	52,800.00	0.66
Total Dept 450 - IND. PARK INFRASTRUCTURE		53,150.00	350.00	0.00	52,800.00	0.66
Dept 521 - SEWER FUND						
590-521-702.000	Salary & Wages	8,000.00	6,666.70	666.67	1,333.30	83.33
590-521-702.200	Salary & Wages Snowplowing	500.00	0.00	0.00	500.00	0.00
590-521-710.000	Twp. Share Medicare Withholding	125.00	96.70	9.67	28.30	77.36
590-521-714.000	Health Insurance	1,600.00	1,224.74	0.00	375.26	76.55
590-521-715.000	Twp. Share Soc. Sec. Withholdg	530.00	413.30	41.33	116.70	77.98
590-521-720.000	Medical Reimbursement	310.00	(125.00)	0.00	435.00	(40.32)
590-521-727.000	Office Supplies	800.00	109.08	0.00	690.92	13.64
590-521-740.000	Operating Supplies	800.00	606.08	0.00	193.92	75.76
590-521-775.000	Repair & Maintenance Supplies	800.00	0.00	0.00	800.00	0.00
590-521-801.000	Professional Services	16,000.00	33,372.98	4,835.89	(17,372.98)	208.58
590-521-801.050	Miss Digg's	3,500.00	805.00	0.00	2,695.00	23.00
590-521-804.000	Contract Payment to City B.R.	320,000.00	147,045.31	0.00	172,954.69	45.95
590-521-805.000	Contractual Services	24,000.00	22,444.10	1,100.00	1,555.90	93.52
590-521-805.100	Extra Contractual Services	18,000.00	8,061.36	0.00	9,938.64	44.79
590-521-920.000	Public Utilities	32,000.00	18,465.10	53.85	13,534.90	57.70
590-521-930.000	Repair & Maintenance	20,000.00	20,531.47	0.00	(531.47)	102.66
590-521-933.000	Snowplowing	600.00	400.00	0.00	200.00	66.67
590-521-935.000	Bldg. & Grounds Repair & Maintenance	350.00	0.00	0.00	350.00	0.00
590-521-958.000	Membership & Dues	350.00	0.00	0.00	350.00	0.00
590-521-965.000	Insurance & Bonds	3,200.00	2,460.00	0.00	740.00	76.88
590-521-968.000	Depreciation	81,000.00	0.00	0.00	81,000.00	0.00
590-521-975.000	Capital Outlay under \$10,000	2,000.00	0.00	0.00	2,000.00	0.00
590-521-978.000	Capital Outlay \$10,000 and above	300,000.00	322,477.74	0.00	(22,477.74)	107.49
Total Dept 521 - SEWER FUND		834,465.00	585,054.66	6,707.41	249,410.34	70.11
Dept 536 - WATER						
591-536-702.200	Salary & Wages Snowplowing	500.00	0.00	0.00	500.00	0.00
591-536-710.000	Twp. Share Medicare Withholding	10.00	0.00	0.00	10.00	0.00
591-536-715.000	Twp. Share Soc. Sec. Withholding	30.00	0.00	0.00	30.00	0.00
591-536-740.000	Operating Supplies	1,200.00	1,094.02	0.00	105.98	91.17
591-536-801.000	Professional Services	0.00	(244.00)	0.00	244.00	100.00
591-536-805.000	Contractual Services	12,500.00	5,395.80	520.83	7,104.20	43.17
591-536-920.000	Public Utilities	7,000.00	5,634.87	393.65	1,365.13	80.50
591-536-930.000	Repair & Maintenance	2,000.00	775.00	0.00	1,225.00	38.75
591-536-933.000	Snowplowing	0.00	560.00	0.00	(560.00)	100.00
591-536-968.000	Depreciation	4,000.00	0.00	0.00	4,000.00	0.00
Total Dept 536 - WATER		27,240.00	13,215.69	914.48	14,024.31	48.52
Dept 567 - CEMETERY						
401-567-978.000	Capital Outlay \$10,000 and above	73,500.00	3,800.00	0.00	69,700.00	5.17

GL NUMBER	DESCRIPTION	YTD BALANCE ACTIVITY FOR			AVAILABLE BALANCE	% BDGT USED
		2020 ENDED BUDGET	11/30/2020 ACTUAL (ABNORMAL)	11/30/2020 E (DECREASE) AL (ABNORMAL)		
Total Dept 567 - CEMETERY		73,500.00	3,800.00	0.00	69,700.00	5.17
Dept 721 - PLANNING COMMISSION						
101-721-702.000	SALARY AND WAGES	5,000.00	3,750.66	318.96	1,249.34	75.01
101-721-702.030	Salary & Wages Per Diems	4,500.00	1,600.00	200.00	2,900.00	35.56
101-721-710.000	Twp. Share Medicare Withholding	140.00	77.59	7.50	62.41	55.42
101-721-715.000	Twp. Share Soc. Sec. Withholding	590.00	331.74	32.17	258.26	56.23
101-721-740.000	Operating Supplies	200.00	15.46	0.00	184.54	7.73
101-721-801.000	Professional Services	6,500.00	3,520.20	0.00	2,979.80	54.16
101-721-860.000	MILEAGE	300.00	117.88	0.00	182.12	39.29
101-721-900.000	Printing & Publishing	500.00	161.25	0.00	338.75	32.25
101-721-960.000	Education	2,000.00	369.00	0.00	1,631.00	18.45
Total Dept 721 - PLANNING COMMISSION		19,730.00	9,943.78	558.63	9,786.22	50.40
Dept 728 - ECONOMIC-INDUSTRIAL DEVELOPMT						
101-728-801.000	Professional Services	100.00	0.00	0.00	100.00	0.00
101-728-880.000	Community Promotion	4,000.00	4,000.00	4,000.00	0.00	100.00
101-728-930.000	Repair & Maintenance	300.00	0.00	0.00	300.00	0.00
Total Dept 728 - ECONOMIC-INDUSTRIAL DEVELOPMT		4,400.00	4,000.00	4,000.00	400.00	90.91
Dept 751 - PARKS & RECREATION						
101-751-702.000	Salary & Wages	600.00	585.00	0.00	15.00	97.50
101-751-702.015	Salary & Wages Mangement	1,000.00	1,664.63	0.00	(664.63)	166.46
101-751-702.070	Park Supvr	2,650.00	2,385.00	265.00	265.00	90.00
101-751-710.000	Twp. Share Medicare Withholding	65.00	67.20	3.84	(2.20)	103.38
101-751-715.000	Twp. Share Soc. Sec. Withholdg	265.00	287.35	16.43	(22.35)	108.43
101-751-740.000	Operating Supplies	300.00	116.89	0.00	183.11	38.96
101-751-801.000	Professional Services	1,000.00	0.00	0.00	1,000.00	0.00
101-751-900.000	Printing & Publishing	100.00	0.00	0.00	100.00	0.00
101-751-920.000	Public Utilities	325.00	276.65	31.39	48.35	85.12
101-751-930.000	Repair & Maintenance	1,200.00	430.39	0.00	769.61	35.87
Total Dept 751 - PARKS & RECREATION		7,505.00	5,813.11	316.66	1,691.89	77.46
Dept 790 - LIBRARY						
271-790-991.010	Contract Payment BIG RAPIDS PUB LIB	27,968.00	30,669.61	0.00	(2,701.61)	109.66
271-790-991.020	CONTRACT PAYMENT WALTON ERICKSON	2,432.00	2,666.92	0.00	(234.92)	109.66
Total Dept 790 - LIBRARY		30,400.00	33,336.53	0.00	(2,936.53)	109.66
Dept 909 - 2013 DEBT FUNDING/DEBT RETIREMENT						
594-909-801.000	Professional Services	0.00	30.00	0.00	(30.00)	100.00
594-909-992.000	Bond Principal Payment	284,000.00	295,000.00	0.00	(11,000.00)	103.87
594-909-996.000	Bond Interest Payment	5,450.00	4,605.33	0.00	844.67	84.50
Total Dept 909 - 2013 DEBT FUNDING/DEBT RETIREMENT		289,450.00	299,635.33	0.00	(10,185.33)	103.52
TOTAL EXPENDITURES		2,567,845.00	1,848,411.90	46,678.63	719,433.10	71.98
TOTAL REVENUES - ALL FUNDS		2,669,350.00	1,774,549.72	0.00	894,800.28	66.48
TOTAL EXPENDITURES - ALL FUNDS		2,567,845.00	1,848,411.90	46,678.63	719,433.10	71.98
NET OF REVENUES & EXPENDITURES		101,505.00	(73,862.18)	(46,678.63)	175,367.18	72.77

Monthly Permit List

Item "C"

10/29/2020

Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
PB20-0043	CASERTA, JOHN P.	22242 12 MILE RD	\$389.00	\$28,000
Work Description: BEDROOM ADDITION				
PB20-0046	MANNING, MARK S & MARLIE	13709 190TH AVE	\$502.00	\$34,000
Work Description: 20 X 20 ADDITION WITH FULL BASEMENT				
PB20-0047	HUNTEY CHILDCARE SERVIC	14514 220TH AVE	\$2,164.00	\$100,000
Work Description: CHILDCARE CENTER ALTERATION OF EXISTING COMMERCIAL BUILDING				
PB20-0049	EKKEL, PERRY B	12835 230TH AVENUE	\$1,033.00	\$226,000
Work Description: NEW CONSTRUCTION OF RESIDENCE, 3944 SQFT LIVING AREA, 1380 SQFT GARAGE, 240 SQFT DECK				
PB20-0051	RENNE ED & BARB	14653 WIGWAM LN	\$276.00	\$24,000
Work Description: 30 x 40 POLE BARN				

Total Permits For Type: 5
Total Fees For Type: \$4,364.00
Total Const. Value For Type: \$412,000

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PE20-0056	CLARK DELORES M. REV TRUS	20375 CAMPUS VIEW DR	\$91.00	\$0
Work Description: 200 AMP SERVICE, FEEDER BUS DUCT, 1 INSPECTION				
PE20-0057	HALLMAN TROY & SHELLI	16330 220TH AVE	\$85.00	\$0
Work Description: 200 AMP SERVICE, 1 INSPECTION				
PE20-0058	DUCAT KIMBERLY AMELIA	20440 THORNAPPLE LN	\$92.00	\$0
Work Description: 200 AMP SERVICE, 220 OUTLET, 1 INSPECTION				
PE20-0059	HAMPSON, PAULA J. & ROBER	17964 RIVER'S EDGE DR	\$96.00	\$0
Work Description: 3 DIRCUITS, LIGHTING FIXTURES, 1 INSPECTION				

Total Permits For Type: 4
Total Fees For Type: \$364.00
Total Const. Value For Type: \$0

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PM20-0079	CLARK DELORES M. REV TRUS	20375 CAMPUS VIEW DR	\$110.00	\$0
Work Description: GAS BURNING FURNACE, GAS PIPING, 1 INSPECTION				

PM20-0081	CASERTA, JOHN P.	22242 12 MILE RD	\$150.00	\$0
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Work Description: WATER HEATER, HEAT PUMP, 2 INSPECTIONS

PM20-0082	GATES MIKE & LORI	14625 TOMAHLAWK LN	\$265.00	\$0
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Work Description: HEATING SYSTEM, WATER HEATER, 2 GAS BURNING FIREPLACES, 3 GAS PIPING, AIR CONDITIONING, 2 EXHAUST, 1 INSPECTION

Total Permits For Type:	3
Total Fees For Type:	\$525.00
Total Const. Value For Type:	\$0

Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
PP20-0012	MECOSTA-OSCEOLA INTERME	14670 TOMAHAWK LANE	\$241.00	\$0
Work Description: 3/4" DISTRIBUTION, 13 FIXTURES, 2 STACKS, 1 EJECTOR, CONNECTION, 3 INSPECTIONS				
PP20-0013	Shane Weaver	16537 MITCHELL CREEK TRL	\$100.00	\$0
Work Description: Under Ground Only				
PP20-0014	CASERTA, JOHN P.	22242 12 MILE RD	\$173.00	\$0
Work Description: (8) FIXTURES, (1) STACK, CONNECTION, (2) 3/4" DISTRIBUTION, (2) INSPECTIONS				

Total Permits For Type:	3
Total Fees For Type:	\$514.00
Total Const. Value For Type:	\$0

Report Summary

Grand Total Fees:	\$5,767.00
Grand Total Permits:	15
Grand Total Const. Value:	\$412,000

Population: All Records
 Permit.DateIssued Between
 10/1/2020 12:00:00 AM AND
 10/31/2020 11:59:59 PM AND
 Permit.Status = ISSUED

Big Rapids Charter Township

Cemetery and Grounds Monthly Report
Oct. 2020

Activity:

- 1- Worked on outdoor equipment.
- 2- Burials = 3 cremains. = 1 full.
- 3- Foundation orders = 6

Month summary:

October has been a little bit of a challenge, we have had corrections here 2 days, once with 2 people and once with 4 people. As they have just started back on Oct.19th. We lost 4 days to rain. We are really not in to bad of shape considering, we have 1 working from 8-1 and a student working 3 hours a day. I had Do all Doug (gravedigger) here on the 28th to help pick up our rows of leaves. I am going to try to get him back here next week for a day to do the same. I had to rebuild the leaf shoot on the Billy Goat due to pipe was rusted dented and broke, causing it to plug every 5 min. (has not plugged once since rebuild). Have all water lines at cemetery and park blown and park winterized. The brick building has been tore down and dirt in place for safety. This has been seeded and also seeded 2 houses in Mitchell Creek that had sewer pump work done. Back to BLOWING,BLOWING, BLOWING.

Marc Veldman
Grounds Manager

FIRE DEPARTMENT REPORT
NOVEMBER 3, 2020

Item "E"

General:

The department continues to run well. We saw another uptick in call volume during October. We were able to coordinate fire safety programs with the local day cares and The Brook. We have decided to cancel our Halloween party at this time due to COVID 19 restrictions.

Call Volume:

Total calls for the month of October 2020: 33

18 Medical, 2 Structure Fire, 1 Grass Fire/Controlled Burn, 3 Auto Accident, 1 Power Line Down, 0 Vehicle Fire, 1 Smoke/Odor, 0 Dumpster Fire, 7 Cover/Service/Standby, 0 Collapse, 7 Gas Leak, 0 Inspection, 0 Airport Emergency, 0 Fire Alarm, 0 Water Rescues, 0 Fire Investigation, 0 Haz-Mat, 0 Elevator/Technical Rescue and 1 Drone Activations.

Year to Date Call volume 2020: 276

Year to Date Response Times:

Turnout Time (dispatch to truck en-route): 5 minutes and 02 seconds.

Response Time (dispatch to on scene): 9 minutes and 40 seconds.

Year to Date Call Locations:

BR TWP	233
Austin	
Big Prairie	
City of Big Rapids	10
Evart	2
Grant	
Green	3
Mecosta TWP	5
Morley	2
Newaygo County	2
Norwich TWP	1
Reed City	1

Personnel:

We would like to add Scott Bella and Ian MacArthur to the roster. We have a roster of 23 currently.

Training:

Training this month consisted of Truck Checks and hose testing. We cancelled two weeks of training due to COVID 19 exposure.

Repairs Completed:

Nothing to report.

Station Maintenance:

Nothing to report.

Budget/Purchasing over \$2,500.00:

None at this time.



Northwest Kent Mechanical Co.

Commercial • Industrial • Institutional

P.O. Box 216K • 4095 16 Mile Road

Cedar Springs, MI 49319

(616) 696-9026 • Fax (616) 696-9327

www.nwkentmech.com

October 29, 2020

Mr. Bill Stanek
Big Rapids Twp.
14212 Northland Dr.
Big Rapids, MI 49307

RE: Monthly Lift Station Report

Dear Bill,

October has been a busier month than normal with the Hills of Mitchell Creek project but there have not been any service calls this month. We should be getting a new pulse board for the Gilbert St station flow meter within the next week or two depending on scheduling, (the part is in). I turned all of the heaters on this week as we are expecting temps below freezing overnight from here on out.

At this time, the stations are all functioning properly.

Sincerely,

Todd Shank
Northwest Kent Mechanical Co.

Big Rapids Township Industrial Park Water Treatment Plant Monthly Report

October 2020

All operations are normal at the plant. Maintaining chlorine residuals of around .22 parts per million. Delivered 4 PFAS samples in to the the Lansing EGLE Laboratory from well number 2, Still awaiting the results. Egle has on record well number 1 and may ask for a PFAS sample on that well, I will tell them that the well is out of order and not being used until we can fix it sometime in the future. Also got the 4th quarter bacteriological sample from Roben-Hood Airport and it came back good.

Diesel fuel at around or a bit under ¼ tank. Did some more trimming of Autumn Olives growing through chain link fence around plant. Flushed some hydrants and made sure all are siphoned down below ground level so they don't freeze when it gets colder. All variable frequency motor drives, electronics, valves and pumps working good. Well pump number 2 providing amples water for the system.

Cemetery Committee

Minutes

October 13, 2020

2:00 pm

Penny Currie, Rosemary Jennings, Alma Wortley, Mary Hively, and Marc Veldman present
Gary Gawne absent

Also present was Bill Stanek, supervisor

1. In Gary's absence the meeting was called to order by supervisor Stanek at 2:00 pm. at the township hall.
2. Currie moved, Jennings supported, that the August 11 minutes be accepted with one spelling correction, passed.
3. Stanek passed out Marc's reports to the board for the last two months.
4. Marc reported on the cemetery vault idea. Both funeral homes sell them and the concern about mandating them is that they may not always be enough height above a full burial.
5. Grave stone cleaning class was very informative with 6 to 8 people taking part. Marc said he has all the supplies needed at the cemetery and he would be willing to show people how to use.
6. Equipment is working well, but we may add another blower that will be easier on the people using it.
7. Leaves are coming down and the staff has starting to blow and pick up what they can. The problem this year is, lack of help. Usually we have community corrections help and also the school would send out students. Our manpower person is back in school and only able to put in 15 hours a week, Scott is only able to work 20-25. Manpower had no one else available. Mary suggested some of the senior volunteers. Penny will make some calls. As usually we will get what we can done depending on weather.
8. Next meeting will be at the township hall on Jan 12, 2021 at 2:00 pm.
9. Meeting adjourned at 2:45.

Bill Stanek, acting secretary

Item "I"

**BIG RAPIDS CHARTER TOWNSHIP
ELECTION COMMISSION MEETING October 28, 2020 12pm
BIG RAPIDS TOWNSHIP
14212 Northland Dr, Big Rapids MI 49307
UNAPPROVED**

Call to Order: 12pm - Saez, Geib, Everett present.

ITEMS OF BUSINESS:

Saez presented the following list of people for consideration of being appointed to perform the duties of election inspector for Precinct 1 for the November 3, 2020 General Election:

Rene Fountain - Rep
Cheryl Kondziolka - Dem Chairperson
Sue Bean - Rep
Jan Eckert - Rep
Vicki Alber - Dem
Emily Cooley - Dem
Jenna Kondziolka - Dem
Dena Marek - Dem
Andrea Cooley - Rep

Saez presented the following people for consideration of being appointed to the Absent Voter Counting Board duties for Precinct 1 for the November 3, 2020 General Election:

Robert Carter - Dem
Rachel Vodry - Rep AVCB Chairperson
Dian Rison - Rep
John Kuehn - Dem
Mary Lou Kuehn - Dem
Carol Hillman - Dem

Saez presented the following list for approval of the receiving board for the November 3, 2020 General Election:

Cheryl Kondziolka - Dem
Andrea Cooley - Rep
Rachel Vodry - Rep
Carol Hillman - Dem

The public accuracy test of the Dominion voting equipment was conducted on 10/1/2020.

**A motion was made by Geib to approve of the following list of workers as presented.
Seconded by Everett. Motion passed unanimously.**

Adjournment: 12:02pm

**MINUTES
BIG RAPIDS CHARTER TOWNSHIP
PLANNING COMMISSION**

Tuesday, October 13, 2020 --- 7:00 p.m.

Big Rapids Township Hall, 14212 Northland Drive, Big Rapids, MI 49307

I. CALL TO ORDER:

Vice-Chairperson Mark Sweppenheiser called the regular meeting of the Big Rapids Charter Township Planning Commission to order at the township hall on Tuesday, October 13, 2020 at 7:00 p.m.

II. ROLL CALL:

Present: Carman Bean, Mike Bigford, Mary Davis, Gordon Oliver and Mark Sweppenheiser. Amanda Wethington and Zach Cook were absent. The record shows there is a quorum. Also present: Zoning Administrator and Recording Secretary, Timothy Kleinheksel and Township Supervisor, Bill Stanek.

III. CONFLICTS OF INTEREST:

Mr. Sweppenheiser asked if any of the Commission members had known conflicts of interest with any of the items on the agenda for this meeting. No one indicated that a conflict of interest existed.

IV. MINUTES:

Mr. Sweppenheiser asked the Commission members to review the minutes of the September 8, 2020 meeting. Mrs. Davis made a motion to approve the September 8, 2020 minutes as submitted. Mr. Oliver supported the motion. There was no further discussion. The motion passed unanimously with five ayes.

V. NEW BUSINESS:

Hunteny's Clubhouse site plan – Mr. Kleinheksel presented the site plan for Hunteny's Clubhouse to be reviewed by the Commission members. After discussion, Mr. Bean made a motion to approve site plan #5410531 dated 10-09-20. Mr. Bigford supported the motion. The motion passed unanimously with five ayes.

VI. PUBLIC HEARING – SUP20-003 THORNE TRUCK RENTAL

Vice-Chairperson Sweppenheiser called the public hearing for Special Use Permit SUP20-003 to order at 7:15 p.m. – a request by Mr. Jeffery Thorne to operate a truck rental business from 15200 220th Avenue located in the Highway Interchange (HI) district. Parcel # 54 05 017 021 000. Mr. Thorne, present for the public hearing, was recognized and stated that he was approached by Penske Truck Rental to be an agent for truck rental at his location because there was currently no agent in the area. Mr. Thorne also stated that he has been operating a business at his location since 1996 with close to 100 parking spots and that there would be no change to the current structure. There was no public comment. Mr. Sweppenheiser closed the public hearing at 7:21 p.m.

VII. SUP20-003 THORNE TRUCK RENTAL DISCUSSION

Mr. Bigford asked Mr. Thorne if he would be an agent or a franchise for Penske and how many vehicles are expected to be on site. Mr. Thorne replied that he would be an agent and that there would be 3-6 vehicles on site. Mr. Thorne said he would position some of the vehicles at the east end of his property to be visible from the expressway off ramp and the remainder of the vehicles parked between the two driveways off 220th Avenue. Mr. Thorne added that there would be no fuel tanks on the property. Mr. Sweppenheiser asked what the maximum number of vehicles would be. Mr. Thorne stated there would be a maximum of 10 vehicles. Mr. Stanek stated that he received a very supportive phone call from an adjacent property owner, Wolgast Development.

Mr. Kleinheksel presented the following conditions for discussion by Commission members in regards to SUP20-003 Thorne Truck Rental:

1. The nature, location, and size of the special use shall not change the essential character of the surroundings area, nor disrupt the orderly and proper development of the district as a whole. The use shall not be in conflict with, or discourage the adjacent or neighboring lands or buildings.
2. The special use shall not diminish the value of the land, buildings or structures in the neighborhood.
3. The special use shall not increase traffic hazards or cause congestion on the public highways or streets of the area. Adequate access to the parcel shall be furnished.
4. The water supply and sewage disposal system shall be adequate for the proposed special use by conforming to State and County Health Department requirements, and the special use shall not over-burden any existing services or facilities.
5. Uses by special permit shall not be significantly more objectionable to nearby properties by reason of traffic, noise, vibrations, dust, fumes, odor, smoke, glare, lights, or disposal of waste than the operation of any principal permitted use, nor shall the special use increase hazards from fire or other dangers to either the property or adjacent property.
6. The Planning Commission may require that the premises be permanently screened from adjoining or contiguous properties by a wall, fence, plant screen and/or other approved enclosure when deemed necessary to buffer the surrounding uses from objectionable noise, light, etc., created by the special use.
7. The special use shall be consistent with the intent and purpose of this Ordinance and with the intent of the Land Use Plan for Big Rapids Township. The special use shall be compatible with the natural environment and shall not be inimical to the public health, safety and general welfare.

After discussion by the Planning Commission members, there were no issues or conflicts with any of the seven conditions. Mr. Bean made a motion to approve SUP20-003 as submitted with the stipulation of a maximum of 10 rental vehicles be on site at any given time. Mr. Bigford supported the motion. There was no further discussion. The motion passed unanimously with five ayes via roll call vote.

VIII. OTHER BUSINESS:

2020 Master Plan – Mr. Kleinheksel presented the draft of the update to the 2020 Master Plan stating the following anticipated timeline: Nov 2020 – Presentation of final draft to Board of Trustees; Dec 2020 – Adapt final draft; Mid-late 2021 – Receive 2020 Census results; Late 2021 – Amend Master Plan with updated data from 2020 Census. Mrs. Davis made a motion that the 2020 Master Plan as submitted be presented to the Board of Trustees at the November 2020 Board meeting. Mr. Oliver supported the motion. There was no further discussion. The motion passed unanimously with four ayes with Mr. Bean abstaining because of being a member of the Board.

IX. PUBLIC COMMENT:

There was no public comment.

X. ADJOURNMENT:

Hearing no further business for the Planning Commission, Vice-Chairperson Sweppenheiser adjourned the meeting at 7:38 p.m.

APPROVAL OF MINUTES:

Motion to approve the Planning Commission minutes of October 13, 2020 by: Mr. _____. Supported by: Mr. _____. Roll call vote carried with _____ ayes.

Timothy Kleinheksel, Recording Secretary
BIG RAPIDS CHARTER TOWNSHIP
PLANNING COMMISSION

Date Approved

**Notes From A Presentation Given By Rick A. Lucas, CF FAP Forester
About Gypsy Moth Control
(By Trustee Jerry Everett)**

On Tuesday, October 20, 2020 I attended a presentation at Morton Township given by Rick A. Lucas who is a forester for the Mecosta County Conservation District. There were approximately 12 other local government representatives as well as a few individuals.

These items were highlighted during the presentation:

- Gypsy moths are considered more of a nuisance than a threat to our trees and forests.
- Oak wilt is a real threat we should be more concerned about.
- The mess gypsy moths create will change from year to year depending on weather patterns and nature
- The forestry department and Mecosta county are not providing coordination services or money to suppress gypsy moths
- Suppressing gypsy moths is the responsibility of individuals and private organizations

Here is Rick's response to an email I sent him with the items listed above:

Hi Jerry,

All of your statements are correct. Unfortunately, funding sources and priorities at the state level and county level are much different today than when we first dealt with gypsy moth back in the late 80's and most of the 90's. Encourage residents to visit our website at www.mecostacd.org for the latest information relative to gypsy moth. Just knowing the pest and its life cycle will help residents to better understand and tolerate this pest. As always, feel free to contact our office as you have additional questions.

*Rick A. Lucas, CF
FAP Forester*

Morton Township is spending \$9k to have their township surveyed for gypsy moth egg masses. These surveys are best completed before the end of November. It may be unrealistic for Big Rapids Township to find someone to perform the survey yet in 2020.

I've attached several handouts from the presentation to this document.

Supervisor's Report OCTOBER 2020

October has gone very well. It is not a very busy month, other than all the people that come in and all the phone calls with questions related to elections. Usually I just back up the office on answering phones. This month many times I would need to answer the second line while others were on the phone.

A lot of my time this month has been being involved with the work at the Hills of Mitchell Creek. The project is going really well. We have great people up there working on the project, and they keep me informed of what is going on. Some days I have been up there a couple times a day. I will include a separate report on the progress they are making.

In preparation for the budget public hearing, I did update the year-to-date expenses and receipts. We do have a user charge report and agreement for 2021. Our rate went up slightly this year after going down the last four years. Our percentage of use stayed the same, but overall usage went down more than overall expenses. With the reserve in the utility fund at this time, I would recommend that we lower our rates to the customers to offset the increase from the city this year. We still charge about 22% more than the city for residential sewer use.

The cell tower project is back on. They have updated the contract a little. I have sent this to our attorney to look over. Anthony Amine will be at our meeting to discuss the agreement. They have paid us for all the previous attorney fees.

This month I attended our cemetery committee and planning commission meetings. I also attended the meeting with the city and Green Township, and the county/city/Ferris/township, MECD, and the Northland Drive Corridor meetings.

I am planning on taking the last half of next week off which will be after our meeting.

Thanks, Bill

Update on work at Hills of Mitchell Creek

Freedom Utility Placement has been working on the sewer project for three weeks now. They have been coming down on Tuesday and going back on Thursday. The first week their labor and equipment cost was \$7,488.75. The second week it was \$5,695.00. This week they have put in a little more time, but there are going to bill some of it to Terry Weaver direct. Terry had asked him to do that and I told them it was fine. Up until this week things were going fine. They added all the parts and connections so that they could flush out the system. They flush out each area separately and then pressure test it. At this point they are working on testing the last area.

They have found four leaks so far. The first two were in the laterals, the third one was in the main line where they connected the house this summer. That one was a little harder to fine. It was a slow leak where they used rubber couplers to fix the original problem this spring. This worked fine for low pressure, but when we put on the higher pressure to test the system, we had a small amount of leakage from the fittings. They called Mr. Weaver and showed him pictures and he agreed that they should bill him. The first one had only duct tape on it and no cap. The Second one was another one where they cut through the pipe when installing power lines and just covered it up. The fourth one was a bad tee in the main line, this could have been hit when they were putting in the gas lines. This morning, Friday, they will repair the fourth one and run the final pressure test.

Over all it could have been a lot worst. At this time, they hope to pull out some of their equipment this afternoon. They are waiting for parts for the air relief valves. When these parts come in, they will rebuild the air reliefs and then come back down and install them. The valves were also installed incorrectly, and would not have served any purpose. When they are finished, we should have a good workable system.

EASEMENT OPTION PURCHASE AGREEMENT

THIS EASEMENT OPTION PURCHASE AGREEMENT (this "*Agreement*") is made effective as of the latter signature date hereof (the "*Effective Date*"), by and between Charter Township of Big Rapids holding title to real property as Township of Big Rapids and as Big Rapids Charter Township ("*Seller*"), and American Towers LLC, a Delaware limited liability company (together with any affiliated entity or designee, the "*Buyer*") (the Buyer and Seller each a "*Party*" and collectively the "*Parties*").

WITNESSETH:

WHEREAS, Seller owns the real property described on Exhibit A hereto (the "*Premises*"); and

WHEREAS, Buyer desires to acquire from Seller, and Seller desires to grant to Buyer, an option to purchase certain exclusive and non-exclusive easements for a 50- year term (the "*Option*") as more particularly described in Section 1 hereof and upon the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Easements to be Granted.** Subject to the terms and conditions set forth in this Agreement, at "Closing" (as defined in Section 5 below), provided Buyer exercises the Option granted herein, Seller shall sell and grant to Buyer, and Buyer agrees to purchase from Seller: (i) a fifty (50) year term exclusive easement (the "*Exclusive Easement*") in and to that portion of the Premises shown approximately on the sketch plan attached as Exhibit B hereto (such area the "*Exclusive Easement Area*"), for the purpose of the "Permitted Use" (as defined in Section ~~2.B2B~~ below); and (ii) fifty (50) year term non-exclusive easements (collectively the "*Access and Utility Easements*") in and to that portion of the Premises also described in Exhibit B hereto (such areas the "*Access and Utility Easement Areas*"; the Access and Utility Easement Areas and Exclusive Easement Area being collectively referred to herein as the "*Easement Areas*"), for the "Access and Utility Uses" (as defined in Section 2C below).
2. **As used in this Agreement:**
 - A. "*Easements*" means collectively the Exclusive Easement and the Access and Utility Easements.
 - B. "*Permitted Use*" means the installation, location, construction, operation, maintenance, repair, upgrade, modification, relocation, replacement and removal of communications and telecommunications improvements (including but not limited to a wireless telecommunications tower of a type, model and height as determined by Buyer in Buyer's sole and absolute discretion subject to all applicable federal, state, and local regulations) and equipment (including but not limited to antennas, radio dishes, communications transmission and reception equipment, data centers, smart poles, cabinets, shelters, utilities and fencing, guy wires and guy anchors and generators) which may from time to time be located on the Easements by Buyer, its customers, lessees, sublessees, licensees, agents, successors and assigns for the facilitation of communications and other related uses in connection therewith.
 - C. "*Access and Utility Uses*" means 24 hours per day, 7 days per week vehicular (including trucks) and pedestrian access between the Exclusive Easement Area and a public right of way, and the installation, location, construction, operation, maintenance, repair, modification, relocation, replacement, and removal by Buyer, its customers, lessees, sublessees, licensees, agents, successors and assigns of electric power lines, telephone lines, data lines and other utility lines deemed necessary in Buyer's sole and absolute discretion in order to serve the Exclusive Easement.
 - D. "*Option Period*" means the period commencing on the Effective Date and ending November 15, 2020.
3. **Consideration.** At Closing, Buyer shall pay to Seller the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "*Purchase Price*") subject to fulfillment of all contingencies and requirements as set forth herein prior to Closing. The Purchase Price shall be paid by either check or wire transfer of immediately available funds, adjusted for any prorations and adjustments provided for under this Agreement.

- A. **Payment of Purchase Price.** The Parties agree that prior to any funds being paid to Seller from the Purchase Price, Buyer will first pay off and fully satisfy all of Seller's liens, taxes or encumbrances filed on the Premises and deduct such amounts from the Purchase Price. Buyer will then pay to Seller any remaining funds from the Purchase Price after all liens, encumbrances and taxes have been paid off and fully satisfied.
- B. **Nonrefundable Option Payment.** Buyer shall pay to Seller a nonrefundable amount of **One Thousand Five Hundred Dollars (\$1,500.00)** (the "**Option Payment**") within thirty (30) calendar days following the date that; (i) a fully executed original copy of this Agreement is received by Buyer; (ii) Buyer confirms that Seller is the sole fee simple owner of the Premises and has sole authority to enter into this Agreement; (iii) Seller delivers to Buyer an IRS W-9 form and any other forms or documentation requested by Buyer in order to facilitate payment due hereunder; and (iv) Seller delivers to Buyer an original executed copy of a recordable Memorandum of Option Agreement ("**Memorandum**"), a copy of which is attached hereto as **Exhibit C**. The Option Payment shall be considered full payment of consideration to Seller for the duration of the Option Period.

4. **Due Diligence, Seller Undertakings and Cooperation During Option Period.**

- A. **Due Diligence.** During the Option Period, Buyer may perform all due diligence of the Premises and Easement Areas required in Buyer's sole and absolute discretion and at Buyer's expense for Buyer's contemplated use of the Easement Areas including, but not limited to, obtaining a title commitment from a national title insurance company of Buyer's choice, conducting a land survey, conducting environmental surveys, radio frequency and topographical analysis, geological analysis, and obtaining the "Governmental Approvals" (as defined in Section 4C below).
- B. **Physical Inspection and testing of Premises.** during the Option Period Buyer and Buyer's proposed customers, licensees and lessees shall, at all times have the privilege of accessing the Premises with their employees, contractors or agents to inspect, examine, survey and otherwise perform any due diligence inspections the Buyer deems necessary to evaluate the Easement Areas for the Permitted Use. Such privilege will include, without limitation, the right to conduct soil and ground testing, soil borings and percolation tests and to conduct any other tests necessary to determine surface, subsurface, environmental and topographic conditions; provided however, that the Buyer shall hold the Seller harmless from any damages incurred through the exercise of such privilege that were caused solely by Buyer and shall repair any damage caused to any improvements at the Premises by virtue of its inspections and testing made pursuant to this section. Buyer will also have the right, without being required to compensate Seller, to permanently remove and/or disturb any trees and other ground vegetation at the Premises that is required to conduct all such inspections, testing and investigations. In the event any designed or planned landscaping at the Premises ("Designed Landscaping") will need to be disturbed and/or removed, Buyer will restore such Designed Landscaping to original condition, reasonable wear and tear thereby excepted (unless such Designed Landscaping is located within the Easement Areas and Buyer thereafter exercises the Option pursuant to Section 5 below in which case, Buyer will not be required to restore or repair the disturbed or removed Designed Landscaping).
- C. **Seller Cooperation with Due Diligence and Government Approvals.** Seller shall fully cooperate (at no out-of-pocket expense to Seller) with Buyer's and Buyer's customer's, licensee's and licensee's efforts to complete all due diligence required as determined by Buyer in Buyer's sole discretion and timely record the Memorandum in the applicable real property recorder's office. Seller shall also deliver as soon as reasonably practicable to Buyer true, correct and complete copies of any surveys, title reports, environmental reports, or other documents and items reasonably requested by Buyer and related to the Easements and/or the lands underlying same, to the extent that the same exist and are in the possession and/or control of Seller. Buyer shall be solely responsible for obtaining all appropriate local, state and federal authorizations, approvals and licenses necessary for Buyer to utilize the Easement Areas for the Permitted Use including, but not limited to, applicable zoning approvals (the "**Governmental Approvals**"). Seller agrees to promptly consider (at no out of pocket cost to Seller) all applications for Governmental Approvals in accordance with all federal state and local laws. .
- D. **Mortgages and Liens.** In the event mortgages or other liens are identified on the Premises, upon request by Buyer, Seller shall obtain from such lienholder a payoff statement and wiring instructions from such

mortgage and/or lien holder and provide same to Buyer or alternatively obtain a release of such mortgage and/or liens relative to the Easement Areas. In the event any judgments, mechanics or other liens or taxes are due on the Premises, Seller shall pay off and/or remove all such liens and taxes from the Premises or alternatively, Buyer shall have the right to pay all such liens and taxes and deduct the proceeds paid from the Purchase Price at Closing.

5. **Exercise of Option and Closing.** Buyer shall have the right but not the obligation at any time during the Option Period to exercise the Option by providing written notice to Seller. Seller shall, within twenty one (21) calendar days of receipt of Buyer's notice to Seller of Buyer's intent to exercise the Option, deliver to Buyer the "**Seller's Closing Deliverables**" (as defined directly below) and Buyer shall pay to Seller upon receipt of Seller's Closing Deliverables, the Purchase Price less any deductions as set forth herein (the delivery of the Seller's Closing Deliverables to Buyer and the Delivery of the Purchase Price less deductions to Seller being collectively referred to hereinafter the "**Closing**"). If Buyer has not terminated the Agreement in accordance with Section 7 prior to Closing, or if Closing has not occurred by the end of the Option Period and Buyer and Seller have not otherwise agreed in writing to extend the period in which the Option may be exercised by Buyer, then this Agreement will automatically terminate at the expiration of the Option Period and be of no further force and effect and Buyer and Seller will have no further obligations hereunder.

SELLER'S CLOSING DELIVERABLES:

- A. At least three (3) copies of a recordable Easement Agreement in the form attached hereto as **Exhibit D** (the "**Easement Agreement**"), executed by Seller, subject to completion of exhibits as set forth herein along with good and marketable title to the Easements which shall be free of all encumbrances, tenancies, and liens, except for (i) ad valorem taxes for the year of Closing not yet due and payable and (ii) such other title exceptions as are specifically waived or approved in writing by Buyer;
 - B. A standard title affidavit executed by Seller (which shall include a non-foreign person affidavit) as well as any other documents customarily used in the title industry which would be sufficient in form for Buyer's title company to issue a title insurance policy without the standard exceptions, including, without limitation, mechanic's, materialmen's or other statutory liens; and parties in possession;
 - C. Any forms or documents required by Buyer and to be executed by Seller or any other person or entity identified by Buyer that may have an ownership interest in the Premises or otherwise needs to consent to the conveyance of the Easements or authorize Seller to convey the Easements to Buyer;
 - D. Seller's certificate stating that all representations and warranties made by Seller in this Agreement are true as of the Closing;
 - E. A closing statement if requested by Buyer and duly executed by Seller and Buyer setting forth in reasonable detail, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds;
 - F. Any and all governmental transfer tax forms executed and completed by Seller, if applicable;
 - G. Any and all documents and papers that may be reasonably necessary in connection with the consummation of the transactions contemplated by this Agreement, including any forms necessary to record the Easement Agreement in the applicable real property recorder's office;
 - H. **Costs.** Seller shall pay the costs associated with the release or subordination of any mortgage, liens or encumbrances against the lands underlying the Easements. Buyer shall pay for the recording of the Easement Agreement, the fee payable to the title company or agent in connection with the services requested by Buyer, all transfer taxes associated with recording the Easement Agreement, and Seller's legal fees associated with the transaction not to exceed Five Thousand Dollars (\$5,000); and
 - I. Any separate utility easements executed by Seller that are required by Buyer and/or requested by any applicable utility company.
6. **Acts Following Closing.** After Closing, in addition to such other matters as may otherwise be required herein, if there shall remain any matter to be done which shall not have been completed prior to Closing, then both Seller and Buyer agree to promptly take such steps as may be reasonable or necessary after Closing in order to complete such matters.
7. **Indemnification.** During the Option Period Buyer agrees to indemnify and hold Seller, its elected officials, employees, agents and assigns (the "Seller Parties") harmless from and against all demands, claims, actions, causes of

action, assessments, expenses, costs, damages, losses, and liabilities, including reasonable attorneys' fees and costs (collectively the "Damages") that arise or accrue from Buyer's use of the Premises as permitted in this Agreement, except that Buyer shall not indemnify or hold harmless Seller or the Seller Parties to the extent any Damages occur due to the negligence or willful misconduct of Seller or the Seller Parties. Additionally, in no event will Grantee will be liable for incidental, consequential (including, but not limited to lost profits, loss of use of business opportunity), punitive, exemplary and similar damages.

8. **Buyer's Termination Right.** Buyer shall have the right to terminate this Agreement during the Option Period for any reason upon providing written notice to Seller and thereafter this Agreement will be of no further force and effect and Buyer and Seller shall have no further obligations hereunder.
9. **Descriptions of Easements/Location.** Buyer shall have the right to replace Exhibit B of this Agreement, Exhibit B of the Memorandum and Exhibit B of the Easement Agreement with descriptions and/or depictions of the Easement Areas obtained from a land survey conducted by Buyer. Additionally, after completion of construction of all improvements by Buyer after Closing, Buyer shall have the right to conduct an as-built survey of all newly installed improvements constructed on the Premises (including but not limited to Access and Utilities Easement Areas) and replace Exhibit B of the Easement Agreement with a revised Exhibit B containing the legal descriptions and/or depictions of the Easement Areas and thereafter Buyer may re-record the Easement Agreement. Seller acknowledges that there may be minor variations in exact location and or size of land encumbered by the proposed Easements during construction of Buyer's improvements after Closing. Seller shall not unreasonably object to such minor variations and/or location of final improvements.
10. **Representations and Warranties of Seller.** Seller hereby represents and warrants as of the date hereof, and will affirm as of the date of Closing, as follows:
 - A. Seller has the right, power and authority to; (a) grant the rights to the Easement Areas as set forth herein to Buyer in accordance with the terms and conditions set forth in this Agreement; (b) execute and deliver this Agreement and all other documents to be executed and delivered in connection with the transaction contemplated herein; and (c) perform all obligations of Seller that arise under this Agreement or under such documents.
 - B. Seller is the sole owner of fee simple title to the Premises. Seller has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Easement Areas and has entered into no outstanding contracts with others for the sale, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Easement Areas.
 - C. Seller has paid, or will pay at or prior to Closing, all taxes, assessments, charges, fees, levies and impositions relating to the Premises coming due prior to the Closing.
 - D. Seller has not received notice of condemnation of all or any part of the Easement Areas or Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement, including but not limited to all applicable environmental laws.
 - E. Seller is not indebted to the federal government or any other public authorities for delinquent taxes, assessments or other charges of any nature for which a lien has been or could be asserted against the Easement Areas or the Buyer, or affect Buyer's interest in and to the Easement Areas, and which will not be fully paid and discharged or released at or prior to Closing.
 - F. There are no leases, written or oral, affecting the lands underlying the Easement Areas.
 - G. To Seller's knowledge at the time of closing, there is no litigation pending or threatened, which in any manner affects the Easement Areas or Premises.
 - H. The Premises is not homestead property.

- I. No Hazardous Materials have been used, generated, stored or disposed of on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "*Environmental Laws*") by either Seller or to Seller's knowledge by any third party. The term "*Hazardous Materials*" means any: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Premises.
- J. The representations and warranties made hereunder will survive the Closing for a period of one (1) year. To the extent permitted by law, Seller agrees to indemnify and hold Buyer harmless from and against all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) that arise or accrue within such one (1) year period, and which are incurred by reason of the breach of any of the warranties and representations made herein.
- K. Between the Effective Date of this Agreement and the date of Closing, Seller agrees that, without Buyer's written consent: (i) Seller shall not enter into any new leases or tenancies with respect to the Premises that would adversely affect Buyer's use of the Easement Areas; (ii) Seller shall not grant or permit any new encumbrances on or about the Premises that would adversely affect Buyer's use of the Easement Areas; (iii) Seller shall not in any way materially alter the present state of the lands underlying the Easement Areas; and (iv) Seller shall not undertake or omit to undertake any other act which might have a material, adverse effect on the Easement Areas or Buyer's use thereof.

The warranties and representations made herein shall survive Closing.

11. **Broker/Seller's Agent.** Seller and Buyer each represent and warrant to the other that no real estate broker, commission agent or other person is entitled to any commission with respect to the transactions herein contemplated (collectively, "Broker"). Except with regard to a breach of Buyer's representation or warranty set forth in this Section 10, Seller hereby indemnifies and holds Buyer harmless from any loss, cost, damages and expenses arising out of a brokerage, commission, or fee due or alleged to be due in connection with this Agreement or the transactions contemplated hereby. Except with regard to a breach of Seller's representation or warranty set forth in this section, Buyer hereby indemnifies and holds Seller harmless from any loss, cost, damage and expense arising out of a brokerage commission or fee due or alleged to be due arising out of breach of Buyer's representation and warranty set forth in this section. The foregoing representations and warranties shall survive Closing.
12. **Risk of Loss.** If the Easements have not been granted by Seller to Buyer, and all or a material part of those portions of the Premises that will be subject to the Easements are destroyed or subject to an eminent domain action, then Buyer shall be entitled, at its option, to: (i) terminate this Agreement, or (ii) proceed to Closing, in which case all applicable insurance or condemnation proceeds related to the Easements and Easement Areas will be assigned to and payable to Buyer.
13. **Remedies of Seller.** In the event of Buyer's default under this Agreement, Seller agrees to provide Buyer with written notice specifying the nature of such default. Buyer shall have 30 days from the date of receipt of said notice to cure said default. In the event Buyer does not cure such default within such 30 day period, and provided that Seller has fully performed all of its obligations hereunder, then Seller may terminate this Agreement upon providing written notice and/or pursue all legal remedies available.
14. **Remedies of Buyer.** In the event of Seller's default under this Agreement, Buyer agrees to provide Seller with written notice specifying the nature of such default. Seller shall have 30 days from the date of receipt of said notice to cure said default. In the event Seller does not cure such default within such 30 day period, and provided that Buyer has fully performed all of its obligations hereunder, then Buyer may terminate this Agreement upon providing written notice and/or pursue all legal remedies available.
15. **Miscellaneous Provisions.**

- A. **Assignability/Binding Effect.** This Agreement may be assigned by Buyer to any party as may be determined by Buyer prior to the Closing, including but not limited to an affiliate of Buyer. Seller is restricted from assigning this Agreement without Buyer's consent (which consent may be withheld at Buyer's discretion) except in connection with a fee simple sale of the entire Premises in which case, the successor fee simple owner shall automatically assume all obligations, rights and responsibilities under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, personal representatives, successors, and assigns.
- B. **Notices.** All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or such other address as has been designated in writing by either party hereto):
- | | | | |
|---------------|--|------------|---|
| To Buyer: | American Towers LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Attn: US Tower - Legal | To Seller: | Charter Township of Big Rapids
14212 Northland Drive
Big Rapids, Michigan 49307 |
| With copy to: | American Towers LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department | | |
- C. **Survival of Provisions.** The representations, indemnities, warranties, and other provisions of this Agreement shall survive (and shall not merge into) the delivery of the fully executed Easement Agreement for a period of one (1) year, and the parties hereto shall comply with the provisions hereof notwithstanding such delivery.
- D. **Severability.** If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be.
- E. **Attorney's Fees.** In the event of any dispute arising hereunder and if litigation is commenced, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys' fees and costs.
- F. **Entire Understanding and Amendment.** This Agreement and the documents executed in connection with the Closing, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by the party to be charged.
- G. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- H. **Captions and Headings.** The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.
- I. **Cumulative Remedies.** Except as otherwise provided herein, each and every one of the rights, benefits and remedies provided to Buyer or Seller by this Agreement, or by any instrument or documents executed pursuant to

this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to the Buyer.

- J. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Faxed, scanned or otherwise electronically reproduced fully executed copies of this Agreement shall be considered as valid as original signed documents.
- K. **Termination of Right of Entry and Testing Agreement.** Buyer and Seller previously entered into that certain Right of Entry and Testing Agreement effective March 11, 2020 (the "E&T Agreement"). Buyer and Seller agree that as of the Effective Date of this Agreement, the E&T Agreement is hereby terminated and of no further force and effect.

[Signatures Appear on Following Page]

206263 STRELO Ferris State University

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

BUYER:

AMERICAN TOWERS LLC,
a Delaware limited liability company

Signature: _____

By: _____

Its: _____

Date: _____

ACCEPTANCE

Under seal, the undersigned Seller warrants and represents that Seller is the sole record owner of the Premises with the full and complete right to grant the Easements and sign the Agreement as contemplated hereunder. The Seller hereby accepts the foregoing offer this _____ day of _____, 202____, and agrees to perform as set-forth in this Agreement.

SELLER:

Charter Township of Big Rapids

Signature: _____

By: _____

Its: _____

Date: _____

Exhibit A

(to Easement Option Purchase Agreement)

Description of Premises

Tract 1

That part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, T15N-R10W, Big Rapids Charter Township, Mecosta County, Michigan, more particularly described as:

Commencing at the Southwest Corner of said Section; thence N $0^{\circ}25'55''$ W along the Section line 1274.23 feet; thence N $89^{\circ}35'35''$ E 223.71 feet to the Point of Beginning for this description; thence N $89^{\circ}35'35''$ E 176.41 feet; thence S $0^{\circ}18'56''$ E 119.94 feet; thence S $89^{\circ}35'00''$ W 176.21 feet; thence N $0^{\circ}24'47''$ W 119.97 feet to the Point of Beginning.

Also described as Parcel "B" as shown on Certificate of Survey prepared by Thomas H. Sage, P.C., dated March 6, 1996 and recorded March 27, 1996 as Book 12 Page 24.

Parcel ID No. 05 023 013 250

Tract 1 being the same property conveyed to Big Rapids Charter Township in a deed from Larry Hayes and Jaqueline Hayes a/k/a Jacqueline Hayes, husband and wife, dated March 27, 1996 and recorded March 27, 1996 as Book 557 Page 754.

Tract 2

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, T15N-R10W, Big Rapids Township, Mecosta County, Michigan, described as beginning at a point on the East ROW Line of Highway US-131 which is N $0^{\circ}25'55''$ W 1004.25 feet along the West Line of Section 23 and N $89^{\circ}34'05''$ E 47.80 feet from the SW corner of Section 23; Thence N $0^{\circ}34'12''$ W, 150.00 feet along the East ROW Line of Highway US-131; Thence N $89^{\circ}34'05''$ E, 352.55 feet; Thence S $0^{\circ}25'55''$ E, 150.00 feet parallel with the West Line of Section 23; Thence S $89^{\circ}34'05''$ W, 352.20 feet to the Point of Beginning.

Parcel ID No. 05 023 013 300

Tract 2 being the same property conveyed to the Township of Big Rapids in a deed from Max J. Gilbert and Barbara E. Gilbert, husband and wife, dated July 19, 1980 and recorded July 25, 1980 as Book 393 Page 1175.

Exhibit B

Easement Areas

The Easement Areas consists of an approximate 50' x 50' square foot Exclusive Easement Area together with 20' wide Access and Utility Easement Areas as depicted and/or described below. This Exhibit B may be replaced by Buyer with a metes/bounds description obtained from an as-built survey conducted by Buyer.

EXCLUSIVE EASEMENT AREA

That part of the Southwest 1/4 of Section 23, Township 15 North, Range 10 West, Big Rapids Township, Mecosta County, Michigan, described as:

Commencing at the Southwest corner of said Section 23; thence North 00°20'48" East 1054.25 feet; thence South 89°40'12" East 349.59 feet to THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 89°40'12" East 50.00 feet; thence South 00°19'48" West 50.00 feet; thence North 89°40'12" West 50.00 feet; thence North 00°19'48" East 50.00 feet to the place of beginning.

ACCESS AND UTILITY EASEMENT AREA

A 20.00 foot wide easement for access & utility purposes over that part of the Southwest 1/4 of Section 23, Township 15 North, Range 10 West, Big Rapids Township, Mecosta County, Michigan, the centerline of which is described as:

Commencing at the Southwest corner of said Section 23; thence North 00°20'48" East 1054.25 feet along the West line of said Section; thence South 89°40'12" East 349.59 feet to the Northwest corner of a 50.00' x 50.00' ATC Area; thence continuing South 89°40'12" East 10.00 feet to THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 00°19'48" East 157.01 feet; thence Northwesterly 47.12 feet along a 30.00 foot radius curve to the left, having a chord bearing North 44°40'12" West 42.43 feet; thence North 89°40'12" West 20.01 feet; thence Southwesterly 48.46 feet along a 45.00 foot radius curve to the left, having a chord bearing South 59°28'38" West 46.15 feet; thence South 28°37'28" West 83.50 feet; thence North 89°40'12" West 182.89 feet to a point on the Easterly right-of-way line of State Street for the place of ending of this centerline description.

Exhibit C
(to Easement Option Purchase Agreement)

**MEMORANDUM OF OPTION AGREEMENT
COMMENCES ON FOLLOWING PAGE**

American Tower Corporation
Attn: Tower Development
10 Presidential Way
Woburn, MA 01801
ATC Site: 206263 STRELO Ferris State University
TAX PARCEL ID NUMBER(S):5405-023-013-3000 & 5405-023-013-250

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT ("*Memorandum*") is made effective as of the latter signature date hereof by and between Charter Township of Big Rapids holding title to real property as Township of Big Rapids and as Big Rapids Charter Township, ("*SELLER*"), with a mailing address of 14212 Northland Drive, Big Rapids, Michigan 49307 and American Towers LLC, a Delaware limited liability company ("*BUYER*"), with a mailing address of 10 Presidential Way, Woburn, MA 01801.

Recitals

A. **WHEREAS**, Seller owns a certain parcel or tract of land located in the Township of Big Rapids, County of Mecosta, state of Michigan as more fully described in Exhibit A attached hereto (the "*Premises*"); and

B. **WHEREAS**, Seller and Buyer have entered into that certain Easement Option Purchase Agreement dated _____ (the "*Option Agreement*") whereby Seller has granted an option to Buyer (the "*Option*") to purchase an exclusive 50-year easement (the "*Exclusive Easement*") in and to that portion of the Premises described and/or depicted in Exhibit B attached hereto for use as a wireless telecommunications facility (such portion the "*Exclusive Easement Area*") as well as 50-year non-exclusive easements for access and utilities (the "*Access and Utilities Easements*") in a portion of the Premises also described and/or depicted in Exhibit B attached hereto (such portion the "*Access and Utilities Easement Areas*"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "*Easement Areas*") to service the Exclusive Easement Area (The Exclusive Easement and Access and Utilities Easements being collectively referred to herein as the "*Easements*"); and

C. **WHEREAS**, Buyer and Seller desire to provide notice of the Option Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in the Option Agreement, the parties agree as follows:

1. **Term.** The term of the Option Agreement will expire on November 15, 2020 unless the Option is exercised by Buyer or the Option Agreement is otherwise extended in writing by mutual agreement of Buyer and Seller.

2. **Restrictions on Assignment.** Seller is restricted from assigning the Option Agreement without Buyer's consent except in connection with a fee simple sale of the entire Premises in which case, the successor fee simple owner shall automatically assume all obligations, rights and responsibilities under the Option Agreement.
3. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States mail, certified, return receipt requested to the address set forth herein.

If to Seller: Charter Township of Big Rapids
14212 Northland Drive
Big Rapids, Michigan 49307

If to Buyer: American Towers LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

With copy to: American Towers LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

4. **Effect.** This Memorandum is not a complete summary of the terms and conditions contained in the Option Agreement or Easement Agreement. Provisions in the Memorandum should not be used in interpreting the Option Agreement or Easement Agreement provisions. In the event of a conflict between this Memorandum and the Option Agreement, the Option Agreement shall control.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement by their hands as of the dates below.

SELLER:

Charter Township of Big Rapids

Signature: _____

By: _____

Its: _____

Acknowledgment

STATE OF _____)

) ss:

COUNTY OF _____)

On _____ before me, _____, personally
(here insert name and title of the Notary Public)

appeared _____, _____ of **Charter Township of Big Rapids** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Notary Public

My Commission Expires: _____

{Seal}

BUYER:

**AMERICAN TOWERS LLC,
a Delaware limited liability company**

By: _____

Print Name: _____

Its: _____

Date: _____

Acknowledgement

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this the _____ day of _____, 202____, before me, _____, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identity, in which he is personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as _____, of American Towers LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

{Seal}

Exhibit A
(To Memorandum)

Description of Premises

Tract 1

That part of the Southwest ¼ of the Southwest ¼ of Section 23, T15N-R10W, Big Rapids Charter Township, Mecosta County, Michigan, more particularly described as:

Commencing at the Southwest Corner of said Section; thence N 0°25'55" W along the Section line 1274.23 feet; thence N 89°35'35" E 223.71 feet to the Point of Beginning for this description; thence N 89°35'35" E 176.41 feet; thence S 0°18'56" E 119.94 feet; thence S 89°35'00" W 176.21 feet; thence N 0°24'47" W 119.97 feet to the Point of Beginning.

Also described as Parcel "B" as shown on Certificate of Survey prepared by Thomas H. Sage, P.C., dated March 6, 1996 and recorded March 27, 1996 as Book 12 Page 24.

Parcel ID No. 05 023 013 250

Tract 1 being the same property conveyed to Big Rapids Charter Township in a deed from Larry Hayes and Jaqueline Hayes a/k/a Jacqueline Hayes, husband and wife, dated March 27, 1996 and recorded March 27, 1996 as Book 557 Page 754.

Tract 2

Part of the SW ¼ of the SW ¼ of Section 23, T15N-R10W, Big Rapids Township, Mecosta County, Michigan, described as beginning at a point on the East ROW Line of Highway US-131 which is N0°25'55"W 1004.25 feet along the West Line of Section 23 and N89°34'05"E 47.80 feet from the SW corner of Section 23; Thence N0°34'12"W, 150.00 feet along the East ROW Line of Highway US-131; Thence N89°34'05"E, 352.55 feet; Thence S0°25'55"E, 150.00 feet parallel with the West Line of Section 23; Thence S89°34'05"W, 352.20 feet to the Point of Beginning.

Parcel ID No. 05 023 013 300

Tract 2 being the same property conveyed to the Township of Big Rapids in a deed from Max J. Gilbert and Barbara E. Gilbert, husband and wife, dated July 19, 1980 and recorded July 25, 1980 as Book 393 Page 1175.

Exhibit B

Easement Areas

The Easement Areas consists of an approximate 50' x 50' square foot Exclusive Easement Area together with 20' wide Access and Utility Easement Areas as depicted and/or described below. This Exhibit B may be replaced by Buyer with a metes/bounds description obtained from an as-built survey conducted by Buyer.

EXCLUSIVE EASEMENT AREA

That part of the Southwest 1/4 of Section 23, Township 15 North, Range 10 West, Big Rapids Township, Mecosta County, Michigan, described as:

Commencing at the Southwest corner of said Section 23; thence North 00°20'48" East 1054.25 feet; thence South 89°40'12" East 349.59 feet to THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 89°40'12" East 50.00 feet; thence South 00°19'48" West 50.00 feet; thence North 89°40'12" West 50.00 feet; thence North 00°19'48" East 50.00 feet to the place of beginning.

ACCESS AND UTILITY EASEMENT AREA

A 20.00 foot wide easement for access & utility purposes over that part of the Southwest 1/4 of Section 23, Township 15 North, Range 10 West, Big Rapids Township, Mecosta County, Michigan, the centerline of which is described as:

Commencing at the Southwest corner of said Section 23; thence North 00°20'48" East 1054.25 feet along the West line of said Section; thence South 89°40'12" East 349.59 feet to the Northwest corner of a 50.00' x 50.00' ATC Area; thence continuing South 89°40'12" East 10.00 feet to THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 00°19'48" East 157.01 feet; thence Northwesterly 47.12 feet along a 30.00 foot radius curve to the left, having a chord bearing North 44°40'12" West 42.43 feet; thence North 89°40'12" West 20.01 feet; thence Southwesterly 48.46 feet along a 45.00 foot radius curve to the left, having a chord bearing South 59°28'38" West 46.15 feet; thence South 28°37'28" West 83.50 feet; thence North 89°40'12" West 182.89 feet to a point on the Easterly right-of-way line of State Street for the place of ending of this centerline description.

Exhibit D

(to Easement Option Purchase Agreement)

**EASEMENT AGREEMENT
COMMENCES ON FOLLOWING PAGE**

Prepared by and Return to:
American Tower Corporation
Attn: Tower Development
10 Presidential Way
Woburn, MA 01801
ATC Site: 206263 STRELO Ferris State University

(Recorder's Use Above this Line)

STATE OF MICHIGAN

Assessor's Parcel No.: 5405-023-013-300 & 5405-023-013-250

COUNTY OF MECOSTA

EASEMENT AGREEMENT

This Easement Agreement ("*Agreement*") dated as of _____, 202_ (the "*Effective Date*"), by and between Charter Township of Big Rapids holding title to real property as Township of Big Rapids and as Big Rapids Charter Township ("*Grantor*") having a mailing address of 14212 Northland Drive, Big Rapids, Michigan 49307, and American Towers LLC, a Delaware limited liability company ("*Grantee*") having a mailing address of 10 Presidential Way, Woburn, MA 01801.

BACKGROUND

Grantor is the owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "*Premises*"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a 50-year term exclusive easement (the "*Exclusive Easement*") in and to that portion of the Premises more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (the "*Exclusive Easement Area*"); and (ii) 50-year term non-exclusive easements (the "*Access and Utility Easements*"; the Exclusive Easement and Access and Utility Easements, collectively, the "*Easements*") in and to that portion of the Premises also described and/or depicted in Exhibit B (the "*Access and Utility Easement Areas*"; the Access and Utility Easement Areas and Exclusive Easement Area, collectively, the "*Easement Areas*"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.
- Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. **Successors Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. **Duration.** Commencing on the Effective Date, the duration of this Agreement and the Easements granted herein (the "*Term*") shall be for fifty (50) years, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor. In the event Grantee terminates this Agreement, Grantor shall cooperate to counter-execute any document required to allow Grantee to record such termination in the applicable real property recorder's office.

5. **Easement Consideration.** Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. **Use of Easement Areas.**

a. **Exclusive Easement.** The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "*Permitted Parties*") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, buildings, sheds, cabinets, data centers, smart poles, a communications tower of a design and height as determined by Grantee and/or the Permitted Parties in their sole and absolute discretion subject to all applicable federal, state and local laws (such tower, the "*Tower*"), fixtures, antennae and other personal property as the Permitted Parties may deem necessary or appropriate, which may be located on, under or in the Exclusive Easement Area from time to time, for the facilitation, transmission, reception, storage and dissemination of communications signals, frequencies, data and for other uses that are ancillary to, in support of, or otherwise related to, the uses set forth above. Additionally, Grantee and the Permitted Parties may from time to time when required during construction, repair, maintenance or replacement of the Tower, keep and maintain a temporary tower within the Exclusive Easement Area for a reasonable period of time during construction, maintenance, modification, replacement or repair of the Tower. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term, Grantee and/or any applicable Permitted Parties may remove and/or replace their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee and the Permitted Parties, in their sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area. Notwithstanding anything in this Agreement, Grantee must obtain all necessary approvals and comply with all federal, state and local regulations, including but not limited to local zoning regulations.

b. **Access and Utility Easements.** The Access and Utility Easement Areas shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days a week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, gas, telephone, fiber and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Areas in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Areas or use of the Access and Utility Easements by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Areas in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. Likewise, Grantee shall not in any manner prevent, disturb, and/or limit Grantor's access to, use, and enjoyment of the Access and Utility Easement areas. In the event the Access and Utility Easement Areas cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, Grantor agrees to provide alternate or additional areas within the Premises for purposes of providing such access and/or utility services in locations that are mutually

acceptable to Grantor, Grantee and if applicable, any utility company, for no additional consideration owed to Grantor, it being acknowledged by Grantor that both access and utility service is essential to the use of the Exclusive Easement Area by Grantee and the Permitted Parties and therefore, Grantor agrees to act reasonably and cooperate in locating alternate and/or additional areas within the Premises for such access and utility easements. In the event any such alternate or additional areas are required and thereafter identified by the parties herein for purposes of providing access and/or utilities to the Exclusive Easement Area, Grantor agrees to execute an amendment to this Agreement whereby Exhibit B will be modified to include descriptions and/or depictions of such areas which will thereafter be deemed a part of and be included within the definition of the Access and Utility Easement Areas as set forth in this Agreement. The Access and Utility Easements and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

c. **Temporary License Area.** Grantee is permitted, from time to time on a temporary basis, to utilize areas on the Premises that are contiguous with Easement Areas as reasonably required by Grantee for the construction, installation, replacement, removal, maintenance and operation of all improvements located within the Exclusive Easement Area (collectively the "Construction Activities"), including (i) access to the Easement Areas for construction machinery and equipment, (ii) temporary storage of construction materials and equipment for the Construction Activities, and (iii) use of a staging area for the Construction Activities. Grantee shall not unreasonably interfere with Grantor's use of the remainder of the Premises while utilizing such areas.

d. **Grantor Use of Tower and Exclusive Easement Area.**

Subject to the requirements set forth herein, Grantor will have the right to utilize one (1) ten (10) foot vertical section of the Tower for installation of antennas as well as space on the tower for associated cabling and up to one (1) ten (10) foot x ten (10) foot ground area within the Exclusive Easement Area for a communications shelter and/or cabinet for use solely by Grantor's municipal fire, police and sheriff agencies (all such antennas, equipment, cabling, shelters and cabinets hereinafter referred to as "***Grantor Equipment***") for no rental charge owed by Grantor to Grantee subject to the following:

- (i) Grantor must first provide a detailed list all proposed Grantor Equipment to be installed on the Tower and in the Exclusive Easement Area utilizing Grantee's application forms and system;
- (ii) At the time of Grantor's request to install the Grantor Equipment, there is vacant space available on the Tower and within the Exclusive Easement to accommodate ~~Landlord's~~ Grantor's proposed equipment as reasonably determined by Grantee;
- (iii) The proposed Grantor Equipment must not present risk of interference with any then-existing equipment of any of Grantee's licenses, customers and sublessees at the Exclusive Easement Area (including without limitation, radio frequency interference);
- (iv) The proposed Grantor Equipment must not result in structural alterations or improvements to the Tower being required in order to accommodate the Grantor Equipment (as determined by Grantee in its sole and absolute discretion, utilizing industry-standard engineering guidelines and principles);
- (v) The acquisition, installation, maintenance, operation, repair and removal of all of the Grantor Equipment on the Tower and in the Exclusive Easement Area will be at Grantor's sole cost and expense and Grantor must utilize contractors pre-approved by Grantee in its sole and absolute discretion; and
- (vi) Grantor must execute a license agreement on Grantee's form document (the "***Grantee License Agreement***") for the equipment to be installed on the Tower and within the Exclusive Easement Area and Grantor must follow all terms and conditions in the Grantee License Agreement including but not limited to those provisions addressing access to, and reconfiguration of, the Grantor Equipment. Upon execution of the Grantee License Agreement, such agreement will supersede this Agreement in event of any conflict of any provisions between the Grantee License Agreement and this Agreement to the extent such conflict relates to the installation, removal, maintenance, repair and replacement of the Grantor Equipment and use of the Tower and Exclusive Easement Area by Grantor.

7. **Non-Compete.** During the Term, Grantor shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the

Premises to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure without the prior written consent of Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

8. **Assignment.** Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder. Grantor shall not assign this Agreement to any third party except that in the event of a fee simple sale of the Premises to a third party, such fee simple owner shall automatically assume this Agreement as well as all obligations, rights and responsibilities of Grantor under this Agreement.

9. **Covenants; Representations; Warranties.**

a. Grantor hereby represents and warrants to Grantee the following as of the Effective Date: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances, except matters of record; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against the all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties; (x) the Easement Areas are not homestead premises; and (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises that are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the Effective Date, including without limitation, roll back taxes), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of the same by Grantor. Anything to the contrary notwithstanding, Grantor shall not be entitled to reimbursement from Grantee for any costs associated with an increase in the value of Grantor's real property calculated based on any monetary consideration paid from Grantee to Grantor. Additionally, Grantor is only eligible for reimbursement by Grantee for any applicable taxes if Grantor requests such reimbursement within two (2) years after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder (to the extent applicable); (ii) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement

Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "*Hazardous Materials*" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "*Environmental Laws*" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. The representations, warranties, covenants, and agreements contained in this section shall survive the execution and delivery of this Agreement indefinitely.

10. Indemnification.

a. General.

(i) Grantor, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Grantee from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Grantor, or Grantor's principals, employees, invitees, agents or independent contractors; or (C) any breach of this Agreement by Grantor or any breach of any representation or warranty made by Grantor herein.

(ii) Grantee, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Grantor from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Grantee, or Grantee's employees, agents or independent contractors; or (C) any breach of this Agreement by Grantee or any breach of any representation or warranty made by Grantee in this Agreement.

b. Environmental Matters.

(i) Grantor, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Grantee from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises or arising in any manner whatsoever out of the violation of any Environmental Laws, which conditions exist or existed prior to or at the time of the execution of this Agreement or which may occur at any time in the future through no fault of Grantee. Notwithstanding the obligation of Grantor to indemnify Grantee pursuant to this Agreement, Grantor will, upon demand of Grantee, and at Grantor's sole cost and expense, promptly take all actions to remediate the Premises which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Easements, which remediation is necessitated from the presence upon, about or beneath the Premises of a Hazardous Material. Such actions may include but not be limited to the investigation of the environmental condition of the Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Premises to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Premises.

(ii) Grantee, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Grantor from and against environmental damages caused by the presence of Hazardous Materials on the Exclusive Easement in violation of any Environmental Laws and arising solely as the result of Grantee's activities after the execution of this Agreement. Grantee will, upon demand of Grantor, and at Grantee's sole cost and expense, promptly take all actions to remediate the Premises which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Premises of a Hazardous Material placed there by Grantee or the Permitted Parties. Such actions may include but not be limited

to the investigation of the environmental condition of the Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Premises to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Premises

11. Non-Disturbance During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this section. Notwithstanding anything in this Agreement, the Permitted Parties shall not interfere with Grantor's use and enjoyment of the Premises, including, but not limited to, the access and free movement of Grantor's fire/emergency equipment and personnel. The Permitted Parties shall promptly take any remedial action necessary to comply with the terms and provisions of this section. Both Grantor and Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this section.

12. Grantee's Securitization Rights; Estoppel Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "*Security Interest*") in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("*Grantee's Mortgagee*") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "*Holder*") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

13. Notices All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee: American Towers, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

To Grantor: -Charter Township of Big Rapids
14212 Northland Drive
Big Rapids, Michigan 49307

With copy to: American Towers, LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

14. Force Majeure The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, epidemics/pandemics, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Miscellaneous This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in

connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

16. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

17. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

18. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

19. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

20. Government Approvals/Applications/Appeals. Grantee is required to obtain all necessary federal, state and local government approvals, including any zoning, land use and building permit approvals required by Big Rapids Charter Township. Grantor hereby covenants and agrees that Grantor shall promptly review (at no out of pocket expense to Grantor) all applications or appeals for licenses, permits, and any other necessary approvals in accordance with all federal state and local laws and shall not condition approvals on the payment of additional consideration owed to Grantor, it being acknowledged by Grantor and Grantee that Grantee has prepaid a lump sum purchase payment for use of the Easement Areas as set forth in this Agreement for the entire term of this Agreement. Grantor and Grantee acknowledge that Grantor is a governing body for the applicable local township in which the Premises is located and that Grantor may be required to review and approve or deny proposed improvements to be installed, removed or maintained on the Easement Areas. Grantor agrees to execute any government forms and applications (in Grantor's capacity as fee simple owner of the Premises) that are required as part of any application process for Grantee or Grantee's licensee's or sublessee's use of the Easement Areas, however the execution of such applications and forms by Grantor will not be deemed as approval of the proposed installation of improvements in Grantor's capacity as a governing body. Grantee (and Grantee's licensees and sublessees) will be required to comply with all applicable laws regarding the application process and obtaining all appropriate permits and approvals and Grantor will thereafter review and facilitate all such applications in its capacity as a governing body in accordance with applicable laws. Grantee agrees to pay any applicable ordinary application fees to Grantor in Grantor's capacity as a governing body as part of any ordinary and customary application process to obtain and/or maintain government approvals needed for use of the Easement Areas as contemplated in this Agreement.

21. Further Acts. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement.

22. **Survey.** Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "*Survey*") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that upon written notice from Grantee to Grantor, Grantee may elect, in Grantee's sole and absolute discretion, to replace Exhibit B with a revised Exhibit B depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Areas, as applicable, in accordance with the Survey prepared at Grantee's election and thereafter re-record this Agreement.

23. **Waiver.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

24. **Condemnation.** In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

.[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

Charter Township of Big Rapids

Signature: _____

By: _____

Its: _____

Acknowledgment

STATE OF _____)

) ss:

COUNTY OF _____)

On _____ before me, _____, personally
(here insert name and title of the Notary Public)

appeared _____, _____ of **Charter Township of Big Rapids** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Notary Public

My Commission Expires: _____

{Seal}

206263 STRELO Ferris State University

GRANTEE:

**American Towers LLC,
a Delaware
limited liability company**

Signature: _____

By: _____

Its: _____

Date: _____

Acknowledgement

GRANTEE

Commonwealth of Massachusetts

County of Middlesex

On the ____ day of _____, 202_, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were *personally known*, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose, as _____, of American Towers LLC, before me.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

{Seal}

Attachments:

Exhibit "A" – Premises

Exhibit "B" – Easement Areas

Exhibit A

Description of Premises

Tract 1

That part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, T15N-R10W, Big Rapids Charter Township, Mecosta County, Michigan, more particularly described as:

Commencing at the Southwest Corner of said Section; thence N $0^{\circ}25'55''$ W along the Section line 1274.23 feet; thence N $89^{\circ}35'35''$ E 223.71 feet to the Point of Beginning for this description; thence N $89^{\circ}35'35''$ E 176.41 feet; thence S $0^{\circ}18'56''$ E 119.94 feet; thence S $89^{\circ}35'00''$ W 176.21 feet; thence N $0^{\circ}24'47''$ W 119.97 feet to the Point of Beginning.

Also described as Parcel "B" as shown on Certificate of Survey prepared by Thomas H. Sage, P.C., dated March 6, 1996 and recorded March 27, 1996 as Book 12 Page 24.

Parcel ID No. 05 023 013 250

Tract 1 being the same property conveyed to Big Rapids Charter Township in a deed from Larry Hayes and Jaqueline Hayes a/k/a Jacqueline Hayes, husband and wife, dated March 27, 1996 and recorded March 27, 1996 as Book 557 Page 754.

Tract 2

Part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, T15N-R10W, Big Rapids Township, Mecosta County, Michigan, described as beginning at a point on the East ROW Line of Highway US-131 which is N $0^{\circ}25'55''$ W 1004.25 feet along the West Line of Section 23 and N $89^{\circ}34'05''$ E 47.80 feet from the SW corner of Section 23; Thence N $0^{\circ}34'12''$ W, 150.00 feet along the East ROW Line of Highway US-131; Thence N $89^{\circ}34'05''$ E, 352.55 feet; Thence S $0^{\circ}25'55''$ E, 150.00 feet parallel with the West Line of Section 23; Thence S $89^{\circ}34'05''$ W, 352.20 feet to the Point of Beginning.

Parcel ID No. 05 023 013 300

Tract 2 being the same property conveyed to the Township of Big Rapids in a deed from Max J. Gilbert and Barbara E. Gilbert, husband and wife, dated July 19, 1980 and recorded July 25, 1980 as Book 393 Page 1175.

Exhibit B

Easement Areas

The Easement Areas consists of an approximate 50' x 50' square foot Exclusive Easement Area together with 20' wide Access and Utility Easement Areas as depicted and/or described below. This Exhibit B may be replaced by Buyer with a metes/bounds description obtained from an as-built survey conducted by Buyer.

EXCLUSIVE EASEMENT AREA

That part of the Southwest 1/4 of Section 23, Township 15 North, Range 10 West, Big Rapids Township, Mecosta County, Michigan, described as:

Commencing at the Southwest corner of said Section 23; thence North 00°20'48" East 1054.25 feet; thence South 89°40'12" East 349.59 feet to THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 89°40'12" East 50.00 feet; thence South 00°19'48" West 50.00 feet; thence North 89°40'12" West 50.00 feet; thence North 00°19'48" East 50.00 feet to the place of beginning.

ACCESS AND UTILITY EASEMENT AREA

A 20.00 foot wide easement for access & utility purposes over that part of the Southwest 1/4 of Section 23, Township 15 North, Range 10 West, Big Rapids Township, Mecosta County, Michigan, the centerline of which is described as:

Commencing at the Southwest corner of said Section 23; thence North 00°20'48" East 1054.25 feet along the West line of said Section; thence South 89°40'12" East 349.59 feet to the Northwest corner of a 50.00' x 50.00' ATC Area; thence continuing South 89°40'12" East 10.00 feet to THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 00°19'48" East 157.01 feet; thence Northwesterly 47.12 feet along a 30.00 foot radius curve to the left, having a chord bearing North 44°40'12" West 42.43 feet; thence North 89°40'12" West 20.01 feet; thence Southwesterly 48.46 feet along a 45.00 foot radius curve to the left, having a chord bearing South 59°28'38" West 46.15 feet; thence South 28°37'28" West 83.50 feet; thence North 89°40'12" West 182.89 feet to a point on the Easterly right-of-way line of State Street for the place of ending of this centerline description.

BIG RAPIDS TOWNSHIP FIRE DEPARTMENT

Employment Application



APPLICANT INFORMATION

Last Name	McArthur	First	Jan	M.I.	D	Date	9-21-20
Street Address	1312 S. State St			Apartment/Unit #	Room 23		
City	Big Rapids	State	MI	ZIP	49307		
Phone	906-287-5407		E-mail Address	mcarthi@ferris.edu			
Date Available	9-28-20						

Position Applied for

Are you a citizen of the United States?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	If no, are you authorized to work in the U.S.?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you ever worked for this company?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If so, when?		
Have you ever been convicted of a felony?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If yes, explain		

EDUCATION

High School	Engadine	Address	W13920 Melville St Engadine, MI 49827					
From	2016	To	2020	Did you graduate?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Degree	High School Diploma
College	Ferris State		Address					
From	2020	To	?	Did you graduate?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	Degree	Welding Engineering

EMPLOYMENT HISTORY

Company	M DOT	Phone	906-630-5498		
Address	Supervisor		Doug Noble		
Job Title	Summer Youth Development Mentoring Program				
Responsibilities	Mowing/ Painting				
From	2019	To	2019	Reason for Leaving	Summer Job
Company	Mackinac Marine Services	Phone	920-256-9450		
Address	Supervisor		Beau Vallier		
Job Title	Welder Helper				
Responsibilities	Grind/ Weld/ Transport				
From	2020	To	2020	Reason for Leaving	Summer Job
May we contact your previous employers for a reference?	YES <input checked="" type="checkbox"/>		NO <input type="checkbox"/>		

MILITARY SERVICE

Branch	From	To
Rank at Discharge	Type of Discharge	
If other than honorable, explain		

CERTIFICATIONS (FIRE FIGHTER 1 AND 2, MFR, EMT, HAZ-MAT, ETC...)

First Aid CPR AED

REFERENCES*Please list three non-related professional references.*

Full Name	Ryne Ozanich	Title	Lieutenant
Company	NTFD	Phone	906-287-0740
Address			
Full Name	Walter Hanson	Title	Teacher
Company	Engadine Highschool	Phone	231-487-2178
Address			
Full Name	Beau Vallier	Title	Safety Manager
Company	Mackinac Marine Services	Phone	920-256-9450
Address			

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature		Date	9-21-20
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BIG RAPIDS TOWNSHIP FIRE DEPARTMENT

Employment Application



APPLICANT INFORMATION											
Last Name	Belke			First	Scot		M.I.	A	Date	9-21-2020	
Street Address	10330 Wilbur Dr						Apartment/Unit #				
City	Big Rapids			State	Mi		ZIP	49307			
Phone	616 799-5167			E-mail Address	Sbelka16@icloud.com						
Date Available											
Position Applied for	Fire Feighter										
Are you a citizen of the United States?	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	If no, are you authorized to work in the U.S.?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>		
Have you ever worked for this company?	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	If so, when?						
Have you ever been convicted of a felony?	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	If yes, explain						
EDUCATION											
High School	Hopkins			Address	Hopkins, Mi						
From	K	To	1991 12	Did you graduate?	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	Degree		
College				Address							
From		To		Did you graduate?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Degree		
EMPLOYMENT HISTORY											
Company	Mecosta County Road Commission					Phone	231-598 0550				
Address	120 N Dekraft Ave, Big Rapids					Supervisor	Bill Bechar				
Job Title	Truck Driver										
Responsibilities											
From	4-19	To	Present	Reason for Leaving	Day Time Job						
Company	Morley Area Fire Dept					Phone	231-856 7020				
Address	Morley, Mi					Supervisor	Dan Deyo				
Job Title	Fire Feighter / officer + training officer / safety officer										
Responsibilities											
From	2003	To	2020	Reason for Leaving	Moved						
May we contact your previous employers for a reference?	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>							

MILITARY SERVICE

Branch _____ From _____ To _____

Rank at Discharge _____ Type of Discharge _____

If other than honorable, explain _____

CERTIFICATIONS (FIRE FIGHTER 1 AND 2, MFR, EMT, HAZ-MAT, ETC..)

Fire Fighter I/II Hazmat

REFERENCES*Please list three non-related professional references.*

Full Name	Tom Brock.	Title	Chief
Company	Big Prairie Fire	Phone	231-444-4350
Address			

Full Name	Dan Deyo	Title	Chief
Company	Morley Area Fire	Phone	231-250-0876
Address			

Full Name	Gene Lawlers	Title	Captain
Company	Morley Area Fire	Phone	231-856-7956
Address			

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature Scot A BelkaDate 10-1-2020

Item "R"

Big Rapids Township Sewer Rate History

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Base Rate	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
City Billing	3.85	3.85	3.85	4.81	4.96	4.96	5.88	5.51	5.44	5.28	4.69	4.83
Township Billing	3.39	3.39	3.39	2.56	2.56	3.76	3.76	3.76	3.76	3.76	3.76	3.62

Customer using 3000 (3REU'S) per month would pay:

Base Rate	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
City Billing	11.55	11.55	11.55	14.43	14.88	14.88	17.64	16.53	16.32	15.84	14.07	14.49
Township Billing	10.17	10.17	10.17	7.68	7.68	11.28	11.28	11.28	11.28	11.28	11.28	10.86
total	29.72	29.72	29.72	30.11	30.56	34.16	36.92	35.81	35.60	35.12	33.35	33.35

Item "S"

Wage Information

		2019	2020	2021 supervisor recommendation	2021 Board recommendation
Elected Officials					
Supervisor	Stanek, William	elected 2012-elected 2016			
wage					
	Supervisor	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	<input type="text"/>
	Cemetery Supervision	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	<input type="text"/>
		\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	
benefits					
	Retirement	\$ 5,247.00	\$ 5,247.00	\$ 6,072.00	<input type="text"/>
	insurance Buyout	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	<input type="text"/>
	cell phone reinbursement	\$ 360.00	\$ 360.00	\$ 360.00	<input type="text"/>
	Health Reimbursement	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	<input type="text"/>
	FICA	\$ 2,433.00	\$ 2,432.70	\$ 2,815.20	
	benefits sub total	\$ 11,340.00	\$ 11,339.70	\$ 12,547.20	
total package		\$ 41,340.00	\$ 41,339.70	\$ 47,547.20	
				-0.1%	15%
Clerk					
	Hannah Saez	appointed Jan1, 2020			
wage					
	Clerk	\$ 31,500.00	\$ 39,200.00	\$ 39,200.00	<input type="text"/>
	Cemetery	\$ 7,700.00			
		\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	
benefits					
	Retirement	\$ 6,765.00	\$ 6,470.00	\$ 6,470.00	<input type="text"/>
	insurance (Buyout)	\$ 1,800.00	\$ 8,000.00	\$ 8,000.00	
	cell phone reinbursement	\$ 360.00	\$ 360.00	\$ 360.00	<input type="text"/>
	Health Reimbursement	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	<input type="text"/>
	FICA	\$ 3,137.00	\$ 2,998.80	\$ 2,998.80	
	benefits sub total	\$ 13,062.00	\$ 19,328.80	\$ 19,328.80	
total package		\$ 52,262.00	\$ 58,528.80	\$ 58,528.80	
				12%	0.0%
Treasure					
	Currie, Penny	appointed 2010-elected 2012-elected 2016			
wage					
	Treasurer	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	<input type="text"/>
	Sewer Billing	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	<input type="text"/>
		\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	

		2019	2020	2021 supervisor recommendation	2021 Board recommendation
benefits					
Retirement	\$	6,468.00	\$ 6,468.00	\$ 6,468.00	<input type="text"/>
insurance	\$	8,697.00	\$ 8,000.00	\$ 8,000.00	<input type="text"/>
Health Reimbursement	\$	1,500.00	\$ 1,500.00	\$ 1,500.00	<input type="text"/>
FICA	\$	2,998.80	\$ 2,998.80	\$ 2,998.80	
benefits sub total	\$	19,663.80	\$ 18,966.80	\$ 18,966.80	
total package	\$	58,863.80	\$ 58,166.80	\$ 58,166.80	
				-1%	0.0%

Trustees (4) Bean, Carman elected 2016
 Everett, Jerry elected 2016
 Geib, Tony elected 2016
 Williams, Travis elected 2016

wage					
Trustee	\$	1,750.00	\$ 1,750.00	\$ 1,750.00	<input type="text"/>
benefits					
Retirement	\$	289.00	\$ 289.00	\$ 289.00	<input type="text"/>
FICA	\$	134.00	\$ 134.00	\$ 134.00	
benefits sub total	\$	423.00	\$ 423.00	\$ 423.00	
total package	\$	2,173.00	\$ 2,173.00	\$ 2,173.00	
				0.0%	0.0%

Appointed Positions

Deputy Clerk	Cheryl Kondziolka	Appointed 2020				
wage						
hourly	\$	14.40	\$ 14.80	2.9%	\$ 15.00	1.4% <input type="text"/>
benefits						
FICA						

Deputy Treasur	Bechaz, Mary	Appointed 2017				
wage						
hourly	\$	14.40	\$ 14.80	2.9%	\$ 15.00	1.4% <input type="text"/>
benefits						
FICA						

Deputy Supervisor		Open				
wage						
hourly			\$ 14.80		\$ 15.00	1.4% <input type="text"/>

	2019	2020		2021 supervisor recommendation	2021 Board recommendation
benefits					
FICA					

Planning Commission members/ZBA and BBA

wages					
per Diem (14 meetings)	\$ 41.20	\$ 42.00	3.0%	\$ 42.00	0.0%
Benefits					
FICA					

Board of Review Members

chair					
hourly (16 hr)	\$ 14.40	\$ 14.80	2.9%	\$ 15.00	1.4%
members					
hourly	\$ 13.40	\$ 13.80	3.0%	\$ 14.00	1.4%
benefits					
FICA					

Election Workers

lead persons					
hourly (16 hr x 3 x 2)	\$ 14.40	\$ 14.80	2.9%	\$ 15.00	1.4%
worker					
hourly (16hr x 3 x 4)	\$ 13.40	\$ 13.80	3.0%	\$ 14.00	1.4%
benefits					
none					

Employees full time

Office	Mason, Brent	Hired 2013		
wage				
office	\$ 24,970.00			
building department	\$ 11,750.00			
zoning	\$ 8,160.00			
	\$ 44,880.00			
benefits				
Retirement 10% & 4%	\$ 6,284.00			
insurance	\$ 7,910.00			
Health Reimbursement	\$ 1,500.00			
FICA	\$ 3,434.00			
	benefits sub total	\$ 19,128.00		
total package		\$ 64,008.00		

		2019	2020	2021 supervisor recommendation	2021 Board recommendation
Office	Jami Haner hired 11-5-2019				
Wage			\$ 14.40	\$ 15.00	4.2% <input type="text"/>
	20 hours /week		\$ 14,976.00	\$ 15,600.00	
	FICA		\$ 1,146.00	\$ 1,194.00	
total package			\$ 16,122.00	\$ 16,794.00	
	Tim Kleinheksel hired 11-5-2019				
Wage			\$ 18.00	\$ 18.75	4.2% <input type="text"/>
	24 hours/ week		\$ 22,464.00	\$ 23,400.00	
	FICA		\$ 1,719.00	\$ 1,790.00	
total package			\$ 24,183.00	\$ 25,190.00	
Total Office			\$ 40,305.00	\$ 41,984.00	
Cemetery maintenance & grounds manager					
	Marc Veldman started March 1, 2020				
wage	\$ 18.00	17.50/19.50	\$ 20.00	2.5%	<input type="text"/>
	wage at 2080 hours	\$ 35,360.00	\$ 36,400.00	\$ 41,600.00	
	over time at 60 hours	\$ 2,040.00	\$ 2,100.00	\$ 1,800.00	
		\$ 37,400.00	\$ 38,500.00	\$ 43,400.00	
benefits					
	Retirement 10% & 4%	\$ 5,236.00	\$ 5,544.00	\$ 6,328.00	<input type="text"/>
	insurance (buy out)	\$ 7,530.00	\$ 8,000.00	\$ 1,800.00	<input type="text"/>
	Health Reimbursement	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	<input type="text"/>
	FICA	\$ 2,862.00	\$ 3,095.00	\$ 3,457.80	
	cell phone reinbursement	\$ 360.00	\$ 360.00	\$ 360.00	<input type="text"/>
	benefits sub total	\$ 16,988.00	\$ 18,499.00	\$ 13,085.80	
		\$ 54,388.00	\$ 56,999.00	\$ 56,485.80	
Cemetery help Winget, Scott Hired 1994					
wages					
	Hourly cemetery & park	12.50	\$ 13.00	\$ 13.40	3.1% <input type="text"/>
	Open/Close park	\$2575.00 per season	\$ 2,650.00	\$ 2,700.00	1.9% <input type="text"/>
benefits					
	FICA				
	Unemployment				
Fire Chief Tubbs, Jim Hired as chief 2014					
wages					
	Fire Chief	\$ 12,500.00	\$ 12,500.00	0.0% \$ 12,500.00	0.0% <input type="text"/>
	Reports-each	\$ 3.00	\$ 3.00	\$ 3.00	<input type="text"/>
benefits					
	FICA	\$ 956.00	\$ 956.00	\$ 956.00	

	2019	2020		2021 supervisor recommendation	2021 Board recommendation
Assistant Fire C Douglas, Perry	Hired as assistant in 2014				
wages					
Assistant Chief	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,300.00	3.0%
Reports-each	\$ 3.00	\$ 3.00		\$ 3.00	
Pre incident surveys	\$ 75.00	\$ 75.00		\$ 75.00	
benefits					
FICA	\$ 765.00	\$ 765.00		\$ 788.00	

Fire Fighters/First responders

Point System

monthly total

Fire Fighters	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	0.0%
First Responders	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	0.0%

Building Inspector

Dietrich, George

Hired 2010

wages

Hourly	24.11	\$ 26.00	\$ 26.50	1.9%
Plan reviews-hourly	\$ 100.00	\$ 100.00	\$ 100.00	

benefits

FICA				
Phone reimbursement	\$15.00 per month	\$ 15.00	\$ 15.00	
Mileage	IRS rate	IRS rate	IRS rate	
Paid schooling time & mileage				

Mechanical/Plumbing Inspector

Antor, Gerald

Hired 2017

wages

Percentage	60% of fees	60% of fees	60% of fees	
Plan Reviews	\$100.00 per review	\$100.00 per review	\$100.00 per review	

Benefits

FICA

2019

2020

2021
supervisor
recommendation

2021
Board
recommendation

Electrical Inspector

Mike Calif
wages
Percentage
Plan Reviews

Hired 2018

60% of fees
\$100.00 per review

60% of fees
\$100.00 per review

60% of fees
\$100.00 per review

Benefits

FICA

2020 SPECIAL ASSESSMENT OF DELINQUENT SEWER BILLING

ACCOUNT NUMBER	STREET	NAME ON ACCOUNT	PAST DUE AS OF 10/28/2020	PARCEL NUMBER
1 100309	309 MONROE	BARB BORTH	\$518.81	5405 082 006 010
2 101512	1512 N. STATE	FANNIE MAE	\$823.77	5405 078 002 100
3 100701	701 WEST AVE	CHARLES GROSS	\$281.00	5405 010 000 020
4 100710	701 WEST BRIDGE	HATFIELD/RICHARDSON	\$481.48	5405 010 000 070
5 101804	1804 N.STATE	K. MORIATY	\$481.48	5405 003 021 000
6				
7				

** NOTE DOLLAR AMOUNT MAY CHANGE DUE TO OCTOBER BILLING OR PAYMENTS RECEIVED \$2,586.54

to adjust these amount individually on each UB account : Go to UB
 From the History tab find the dollar amount to be adjusted and double click it to get the
 DUE DATE: (10-14-2020) exam.
 Go to Current Bill tab and click on TASK & UTILITIES - choose - CREATE CERTIFICATION - LIEN
 say YES
 change the Deliquent date to (10-28-2020) - the due date
 run proof // run live answer yes

10/29/2020 08:50 PM
 User: HANNAH
 DB: Big Rapids Twp

CHECK REGISTER FOR BIG RAPIDS TOWNSHIP
 CHECK DATE FROM 10/07/2020 - 11/03/2020

Page

Item "V"

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank GEN GENERAL TOWNSHIP CHECKING					
10/10/2020	GEN	32370	BS&00	BS&A SOFTWARE	3,033.33
10/10/2020	GEN	32371	CHA01	CHARTER COMMUNICATIONS	543.72
10/10/2020	GEN	32372	CIT02	BIG RAPIDS CITY TREASURER	1.13
10/10/2020	GEN	32373	CON00	CONSUMERS ENERGY	631.96
10/10/2020	GEN	32374	DTE00	DTE ENERGY	359.60
10/10/2020	GEN	32375	DTE00	VOID	0.00 V
10/10/2020	GEN	32376	GRANGER	GRANGER	234.84
10/10/2020	GEN	32377	HAC00	HACH COMPANY	151.17
10/10/2020	GEN	32378	HOPE	HOPE NETWORK WEST MICHIGAN	126.00
10/10/2020	GEN	32379	MANPOWER	MANPOWER	493.00
10/10/2020	GEN	32380	MEC01	MECOSTA COUNTY ROAD COMMISSION	117.38
10/10/2020	GEN	32381	MOT00	MORTON TOWNSHIP	82.84
10/10/2020	GEN	32382	MTA00	MICHIGAN TOWNSHIP ASSOCIATION	94.00
10/10/2020	GEN	32383	NORTHWEST	NORTHWEST KENT MECHANICAL CO.	2,349.67
10/10/2020	GEN	32384	PIO00	THE PIONEER GROUP	90.30
10/10/2020	GEN	32385	PRIORITY H	PRIORITY HEALTH	1,698.40
10/10/2020	GEN	32386	RYA00	RYAN'S MODERN SEWER CLEANING	1,440.00
10/10/2020	GEN	32387	SUN00	REPUBLIC SERVICES	7,178.40
10/10/2020	GEN	32388	XEROX	XEROX FINANCIAL SERVICES	377.67
10/13/2020	GEN	9930163(E)	STANEK	BILL STANEK	125.00
10/15/2020	GEN	9930160(E)	SBS00	SMALL BUSINESS ADMIN SERVICES LLC	52.50
10/15/2020	GEN	9930161(E)	STANEK	BILL STANEK	125.00
10/20/2020	GEN	32389	ACC00	ACCIDENT FUND COMPANY	1,201.40
10/20/2020	GEN	32390	CHA01	CHARTER COMMUNICATIONS	119.98
10/20/2020	GEN	32391	CIT02	BIG RAPIDS CITY TREASURER	22,741.32
10/20/2020	GEN	32392	CON00	CONSUMERS ENERGY	1,953.54
10/20/2020	GEN	32393	CON00	VOID	0.00 V
10/20/2020	GEN	32394	MANPOWER	MANPOWER	217.50
10/20/2020	GEN	32395	MEC01	MECOSTA COUNTY ROAD COMMISSION	4,154.43
10/20/2020	GEN	32396	MEN00	MENARDS	10.73
10/20/2020	GEN	32397	MOR00	MORNINGSTAR ENTERPRISES, INC.	3,800.00
10/20/2020	GEN	32398	PRO00	PROGRESSIVE AE	2,947.49
10/20/2020	GEN	32399	STA01	STATE STREET HARDWARE	51.97
11/03/2020	GEN	32400	BIG01	BIG RAPIDS TWP SEWER REC. FUND	32.83
11/03/2020	GEN	32401	CIT02	BIG RAPIDS CITY TREASURER	1,100.00
11/03/2020	GEN	32402	CON00	CONSUMERS ENERGY	491.96
11/03/2020	GEN	32403	DIETRICH	GEORGE DIETRICH	115.62
11/03/2020	GEN	32404	DO ALL DOU	DO ALL DOUG	550.00
11/03/2020	GEN	32405	FIR00	FIRST NATIONAL BANK	1,215.76
11/03/2020	GEN	32406	GRE02	GREAT LAKES ENERGY	19.80
11/03/2020	GEN	32407	GTW	GTW	92.84
11/03/2020	GEN	32408	KCI	KCI	736.00
11/03/2020	GEN	32409	KEVIN C	KEVIN CUSHWAY	520.83
11/03/2020	GEN	32410	MANPOWER	MANPOWER	522.00
11/03/2020	GEN	32411	MDC00	MECOSTA COUNTY DEVELOPMENT CORP.	4,000.00
11/03/2020	GEN	32412	MEC01	MECOSTA COUNTY ROAD COMMISSION	147.95
11/03/2020	GEN	32413	MEN00	MENARDS	117.38
11/03/2020	GEN	32414	MORTONTWP	YO BELLINGAR MORTON TOWNSHIP	64.33
11/03/2020	GEN	32415	PRO00	PROGRESSIVE AE	4,835.89
11/03/2020	GEN	32416	STA01	STATE STREET HARDWARE	35.98

GEN TOTALS:

Total of 50 Checks:
 Less 2 Void Checks:
 Total of 48 Disbursements:

71,103.44
 0.00
 71,103.44

This doesn't include all EFT tax payments because a website was down (EFT) will process Saturday + print new report