

**NOTICE OF PUBLIC MEETING
COUNCIL CHAMBERS-VILLAGE HALL
102 South Huron Avenue
Phone: 231-436-5351**

7:00 PM

November 05, 2015

**AGENDA-REGULAR MEETING
MACKINAW CITY VILLAGE COUNCIL**

- I. Roll Call
- II. Pledge of Allegiance
- III. Agenda Approval
- IV. Correction and Approval of Minutes: Council Regular Meeting of October 15, 2015
- V. Public Comments
- VI. Communication/Petitions:
Michigan DNR Email-North Western State Trail Now Open
- VII. Manager Report
- VIII. President's Report/Department Reports
- IX. Committee Reports:
Finance and Human Resource Sub Committee Reports (2)-Trustee Newman, Chair
Ordinance and Policy Sub Committee Report-Trustee Michalak, Chair
- X. Old Business:
None
- XI. New Business:
 - A. Planning Commissioner Resignation
 - B. Water Tower Lease-T-Mobile Central, LLC
 - C. Biere de Mac Brewery 2015-SP-007-Site Plan Review
 - D. Humbard Dock Development PUD 214-SP-006- Construction Timeline Extension
 - E. Property Offer-N. Huron Ave.
- XII. Scheduling of Committee Meetings
- XIII. Accounts Payable
- X. Adjourn

**FINANCE AND HUMAN RESOURCE SUBCOMMITTEE:
REVIEW BILLS @ 6:45 PM**

UNAPPROVED
MINUTES REGULAR COUNCIL MEETING
MACKINAW CITY

7:00 P.M.

October 15, 2015

I. Roll Call

President Robert R. Heilman called the meeting to order and with the following Trustees present—Belinda Mollen, Scott Newman, Tom Chastain, Robert Glenn, Richard Perlick and Paul Michalak. Also present- David White-Village Manager, Kenneth Lane-Village Attorney, Patricia P. Peppler-Treasurer and Lana Jaggi- Village Clerk.

DEPARTMENT HEADS PRESENT

Patrick Wyman-Chief of Police

Fred Thompson-Fire Chief/Zoning Administrator

Pat Riviera-Superintendent, Water/Sewer

Mike Karll-Superintendent, DPW-excused absent

II. Pledge of Allegiance

III. Agenda Approval

Motion Michalak seconded Mollen to approve the agenda as presented. Voice vote motion carried unanimously.

IV. Correction and Approval of Minutes

Motion Chastain seconded Perlick to approve the minutes of the regular meeting of October 01, 2015 as presented. Voice vote, motion carried unanimously.

Motion Perlick seconded Chastain to approve the Public Hearing meeting of October 08, 2015 as presented. Voice vote, motion carried unanimously.

V. Public Comments:

Reed Nelson-Village resident

Ron Wallin-Village resident, for the record, pro casino

David Dwyer-member Mackinaw Area Historical Society

VI. Communication/Petitions:

Thank you for Janelle Bancroft

Andy Smits, British Petroleum England, Blarney Castle-Presentation/Old Standard Station
Requesting Village to tighten the ordinance regarding wells and to let them help in this endeavor. Pres. Heilman requested a list of communities that have already performed this task with their assistance.

VII. Managers Report as presented and submitted for file.

VIII. President's Report/Department Head Reports -submitted for file.

Pres. Heilman read Proclamation-Tree City USA

IX. Committee Reports were presented and submitted for file.

Tree Board Report-Trustee Glenn, Chair

UNAPPROVED
MINUTES REGULAR COUNCIL MEETING
MACKINAW CITY

7:00 P.M.

October 10, 2015

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Motion Glenn seconded Perlick to allow property owners at 726 Lakeside Drive to take down two trees and be billed by the Village for two trees to be placed elsewhere in the Village. Voice vote, motion carried unanimously.

Motion Glenn seconded Chastain to allow Emmet County EMS to remove one tree at 201 W. Central Ave. and be billed by the Village for one tree to be placed elsewhere in the Village. Voice vote, motion carried unanimously.

The motions follow Tree Committee policy of take a tree, replace a tree.

X. Old Business:

A. Little Traverse Bay Band of Odawa Indians-Casino Proposal

Motion Newman seconded Glenn to approve the request for placement of a Class III Gaming Casino by the Little Traverse Bay Band of Odawa Indians.

Roll Call: Yeas- Newman, Heilman, Glenn. Nays-Mollen, Chastain, Perlick, Michalak. Motion failed.

XI. New Business:

A. Contract for Services-Village and Mackinaw Area Chamber of Commerce

Motion Michalak seconded Perlick to approve the Contract for Service with the Mackinaw City Chamber of Commerce for the IWWF as presented.

Roll Call: Yeas- Newman, Chastain, Heilman, Glenn, Perlick, Michalak, Mollen. Motion carried.

B. Employee Health Care Renewal-December 1, 2015-November 30, 2016

Motion Newman seconded Michalak to approve the employee health benefit care renewal , 12/01/2015-11/30/2015 as presented. Roll Call: Yeas-Chastain, Heilman, Glenn, Perlick, Michalak, Mollen, Newman. Motion carried.

C. Special Event Application 2016-SE-011

Motion Chastain seconded Newman to approve special event application 2016-SE-011 as presented. Voice vote, motion carried unanimously.

D. Special Event Application 2016-SE-012

Motion Perlick seconded Glenn to approve special event application 2016-SE-012 IWWF as presented. Voice vote, motion carried unanimously.

E. Special Event Application 2016-SE-013

Motion Glenn seconded Perlick to approve special event application 2016-SE-013 Chamber of Commerce Fun Run as presented. Voice vote, motion carried unanimously.

F. Special Event Application 2016-SE-014

Motion Chastain seconded Michalak to approve special event application 2016-SE-014 Chamber of Commerce Corvette Crossings as presented. Voice vote, motion carried unanimously.

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H. Special Event Application 2016-SE-015

Motion Newman seconded Glenn to approve special event application 2016-SE-015 Chamber of Commerce Fall Festival as presented. Voice vote, motion carried unanimously.

XII Scheduling of Subcommittee meetings:

III. Accounts Payable

Motion Newman seconded Glenn to pay accounts payable for October 01, 2015 in the amount of \$12,608.30. Roll call: Yeas-Heilman, Glenn, Perlick, Michalak, Mollen, Newman, Chastain. Motion carried.

IX. Adjournment: 8:23 PM

Respectfully submitted,

Robert R. Heilman; President

Lana Jaggi; Clerk

D White

From: Michigan DNR <MIDNR@govsubscriptions.michigan.gov>
Sent: Tuesday, October 20, 2015 10:58 AM
To: D White
Subject: North Western State Trail now open between Alanson and Mackinaw City

Resurfacing project completed just in time for users to enjoy peak fall color.

 SHARE

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FOR IMMEDIATE RELEASE
Oct. 20, 2015

Contact: [Emily Meyerson](#), 231-330-2795

North Western State Trail now open between Alanson and Mackinaw City

The Michigan Department of Natural Resources and Michigan Department of Transportation today announced that construction of the 23-mile segment of the North Western State Trail from Alanson to Mackinaw City is now complete, just in time for peak fall colors.

The rail-trail was closed, beginning in April and throughout the summer, for resurfacing with a hard-pack aggregate (asphalt in Pellston) to improve accessibility for nonmotorized users. The newly surfaced segment runs through the communities of Alanson, Brutus, Pellston, Levering, Carp Lake and Mackinaw City.



The trail also is undergoing construction on a separate project to replace the bridge over the Maple River just south of Pellston. The project is expected to be finished this fall; in the meantime, trail users can use U.S. 31 from Ringler Road and Mill Street to get around this river crossing.

The 32-mile North Western State Trail, located on the former Grand Rapids to Mackinaw Railroad, completes an extensive regional trail network connecting Petoskey to Mackinaw City and then to Gaylord and Alpena. The trail is open to all nonmotorized uses year-round, and open to snowmobiles Dec. 1 to March 31.

The DNR owns and manages the North Western State Trail corridor. The Top of Michigan Trails Council coordinated the trail resurfacing project, and various sources provided funding, including the federal Transportation Alternatives Program, the

To: Mackinaw City Council
From: David M. White, Village Manager
Date: October 30, 2015
Re: Manager Report for November 5, 2015, Council Meeting

XI. New Business:

B. Water Tower Lease-T-Mobile Central LLC- For Council consideration is a new Lease for Water Tower space with T-Mobile. The lease is for 5 years with four mutual renewals of 5 years for a total of 25 years. The annual rental rate will be \$36,000 with a 3% increase each year. T-Mobile also agrees to remove their equipment should maintenance of the Water Tower be needed. The purposed lease also calls for T-Mobile to pay any and all Legal fees associated with preparation of the lease by the Village. The Finance Committee has reviewed the lease and Trustee Newman will be providing his report during Committee reports. As always should any Trustee have any questions regarding the lease I would be happy to address them.

C. Biere de Mac Brewery 2015-SP-007 Site Plan Review- Before the Council tonight is a site plan for the Biere de Mac Brewery. The plan has been reviewed by staff and recommended for approval by the Planning Commission. Acting Zoning Administrator Thompson will be available to answer any questions Trustees may have.

D. Humbard Dock Development PUD 214-SP-006- Construction Timeline Extension. The Planning Commission reviewed a request from the Humbard Dock Development to amend their construction timeline for additional time to complete the project. The Planning Commission is recommending approval of the development's request. I would ask that this request be referred to the Ordinance Committee for review and recommendation to the Council.

E. Property Offer- N. Huron Avenue.- President Heilman and I met with a property owner on N. Huron Avenue about the potential for the Village to purchase the property for future Park development. President Heilman will be presenting additional information regarding this project latter in the Agenda.

COMMITTEE REPORT
VILLAGE OF MACKINAW CITY
102 S. Huron Avenue, Mackinaw City, MI 49701

COMMITTEE: FINANCE DATE 10/20/15

AGENDA ITEMS: T-MOBILE LEASE

PRESENT: SCOTT NEWMAN BOB GLENN, PAUL MICHALAK, DAVE WHITE
T-MOBILE → ANDREW MAH

ABSENT: _____

REPORT: REVIEWED LEASE OF TOWER SPACE ON WATER
TOWER TO T-MOBILE FOUND ALL TERMS & CONDITIONS
ACCEPTABLE

COMMITTEE DATA BASE SUMMARY INFORMATION

ITEM

STATUS/RECOMMENDATION

RECOMMEND ACCEPTING LEASE FROM T-MOBILE

MINUTES REGULAR PLANNING COMMISSION MEETING
MACKINAW CITY

7:00 P.M.

September 24, 2015

I. CALL TO ORDER/WELCOME

Planning Commission Chair Rosada Mann was present and called the meeting to order.

II. ROLL CALL

Commissioners Present: Ronald Dye, Earl Taylor, Mary Clark, and Paul Allers.
Absent Matt Cooley and Mitch Montgomery.
Also present-Interim Zoning Director Fred Thompson, Jr. and recording secretary Lana Jaggi

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

Motion Taylor support Clark to approve the minutes of the regular meeting of June 25, 2015. Voice Vote, motion carried unanimously.

V. PUBLIC COMMENTS-None

VI. NEW BUSINESS:

A. Humbard Dock Development PUD 2014-SP-006

1. Construction Timeline Extension

Motion Taylor seconded Dye to recommend to approve the Humbard Dock Development PUD 2014-SP-006 construction timeline extension. Roll Call: Yeas-Dye, Taylor, Mann, Clark, Allers. Absent-Cooley, Montgomery. Motion carried.

B. Biere de Mac Brewery 2015-SP-007

1. Site Plan Review

This particular site plan went before village attorney and engineer for review. Both concluded it is a recommended site plan for the B1 district it is in.

Motion Mann seconded Clark to recommend approval of Bier de Mac Brewery, 2015-SP-007 by the Bier de Mack Brewery Works, LLC-Micro Brewery, property # 42-03-12-476-068, 219 West Jamet Street, Mackinaw City MI

Finding of Facts:

1. Tavern/Micro Brewery is allowed in the B1 Zoning District in the Village of Mackinaw City.

2. Site Plan complies with existing ordinances.

3. Sidewalk shall be installed at the developers expense in accordance with the specifications of the Village of Mackinaw City for such pedestrian walkways.

4. Adequate fencing shall be provided along the rear and side property lines

Roll Call: Yeas-Taylor, Mann, Clark, Allers. Nay-Dye. Absent-Cooley, Montgomery
Motion carried.

**MINUTES REGULAR PLANNING COMMISSION MEETING
MACKINAW CITY**

7:00 P.M.

September 24, 2015

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VII. OLD BUSINESS: None

**VIII. COMMISSIONER COMMENTS:
Mary Clark will be absent on October 22, 2015**

IX. COMMISSIONER CALENDAR
1. October 22, 2015-Next regular meeting, Election of Officers
2. Planning Commissioner Training-October 08, 2015 7:00 P.M. tentative

X. ADJOURNMENT: 8:50 PM

Respectfully submitted;

Rosada Mann; Chairperson

Lana Jaggi, Recording Secretary

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is executed this _____ day of _____, 2015, by and between the Village of Mackinaw City, a Michigan municipal corporation, the address of which is 102 South Huron, Mackinaw City, MI 49701 (the "Village") and T-Mobile Central LLC, a Delaware limited liability company, whose address is 12920 SE 38th Street, Bellevue, WA 98006 ("Company"). This Memorandum of Lease evidences that on the _____ day of _____, 2015, a Water Tower Lease Agreement ("Agreement") was executed for the Property, as defined below.

1. Property. Subject to the terms of the Agreement, the Village has leased to Company the use of a portion of the real property described in Exhibit "A" attached hereto ("Property").
2. Notices. All notices, requests, demands, and other communications to the Village or Company shall be made at the following addresses:

Village of Mackinaw City
102 South Huron
Mackinaw City, MI 49701
Attention: Village Manager

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attention: Property Management/Site
#MC01167A

3. Term: The initial term of the Agreement is five (5) years, commencing on the date specified therein, and the parties have the right to extend the term of the Agreement for four (4) additional and successive five (5)-year terms.

The Village and Company have executed this Memorandum as of the date and year first listed above.

VILLAGE OF MACKINAW CITY,
a Michigan municipal corporation

T-MOBLIE CENTRAL LLC,
a Delaware limited liability company

By: _____
Robert Heilman
Village President

By:  _____
Jennifer Silveira, Vice President, Engineering

By _____
Lana Jaggi
Village Clerk

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss
COUNTY OF CHEBOYGAN)

Acknowledged before me, this _____ day of _____, 2015, by Robert Heilman and Lana Jaggi, the President and Clerk of the Village of Mackinaw City, a Michigan municipal corpoartion, who are personally known to me or has provided their driver's license as identification, on behalf of the Village.

Notary Public, Cheboygan County, Michigan
My commission expires: _____
Acting in Cheboygan County, Michigan

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

Acknowledged before me this ^{27th day of} October, 2015, by Jennifer Silveira, the Vice President, Engineering, of T-Mobile Central LLC, a Delaware limited liability company, who is personally known to me or provided a driver's license as identification, on behalf of the Company.

Sara Mackenzie Keys
Mackenzie Keys

Notary Public, DuPage County, Illinois
My Commission Expires: 04/24/18
Acting in the County of DuPage, Illinois



Exhibit A

Property

The legal description of the property is as follows:

MACKINAW CITY, LOTS 26, 27, 28, 29 & 30, BLK B. (SECS 7&18,
T39N, R32)

The Parcel Number Is: 012-V07-002-026-00

WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement ("Agreement") is made as of _____, 2015, between the Village of Mackinaw City, a Michigan municipal corporation, whose principal business address is 102 South Huron, Mackinaw City, MI 49701 (the "Village") and T-Mobile Central LLC, a Delaware limited liability company, whose principal business address is 12920 SE 38th Street, Bellevue, WA 98006 ("Company").

RECITALS

- A. The Village owns certain real property located at 212 North Huron Avenue in the Village, as more particularly described on the attached Exhibit A (the "Land") on which there is located an elevated water storage tank owned by the Village (the "Tower").
- B. Company desires to lease from the Village a certain portion of the Land and space on the Tower to install and operate a wireless communication facility with all related transmission lines and mounting equipment (the "Communications Equipment").
- C. The Village is amenable to leasing the space to Company upon the terms and conditions in this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

- 1. Premises. The Village leases to Company, and Company leases from the Village, approximately 100 square feet of the Land, space on the Tower, and all access and utility easements, as described on the attached Exhibit B (collectively the "Premises"), to install and operate its Communications Equipment. The lease of the Premises excludes all mineral rights related to the Land. Company may use the Premises solely for the purposes and upon the terms and conditions stated in this Agreement.
- 2. Use.
 - (a) During the term of this Agreement, Company may use the Premises to install, maintain, and operate the Communications Equipment to the extent permitted by Company's communications licenses issued by the Federal Communications Commission (the "FCC"). The location and specifications of the Communications Equipment shall be as described on the attached Exhibit B. Company shall provide the Village with written notice prior to the commencement of the installation of the Communications Equipment.
 - (b) None of the Communications Equipment shall materially interfere with the normal operations of the Tower. Except for signage required by applicable law with respect to the Communications Equipment, Company shall not install or post any signs or advertising of Company on the Premises without the Village's prior written consent. Company, at Company's expense, shall be responsible for obtaining all licenses, permits, and approvals that are required for Company's intended use of the Premises.
 - (c) Subject to Paragraph 7 below, Company shall not make any replacement, alteration, relocation, or addition of or to the Communications Equipment on the Tower, including, but not limited to, the placement or relocation of the Communications Equipment to a cell-on-wheels ("COW"), without the Village's prior written consent, except for the replacement of any equipment on the Tower with substantially the same equipment. Company shall have the right, with substantially the same equipment, to change, add to, upgrade or otherwise modify its ground-based equipment within the Land leased to Company without Village's prior consent, and, subject to the terms and conditions of this Agreement, utilize any licensed and unlicensed frequencies that Company is authorized by law to use.
 - (d) Upon the Village's request, Company shall promptly provide to the Village all information requested by the Village regarding the Communications Equipment and its operations, including, but not limited to, the elevation of the Communications Equipment on the Tower and all frequencies upon which the Communications Equipment operates. The Village shall, to the extent permitted by law, treat as confidential all proprietary information of Company disclosed to the Village.

3. Term. The term of this Agreement shall be 5 years, commencing on the date that Company commences construction on the Premises (the "Commencement Date"), and expiring on the day immediately preceding the fifth anniversary of the Commencement Date, unless otherwise terminated as provided by this Agreement. Unless this Agreement is terminated pursuant to Paragraph 4 below, this Agreement shall automatically be extended for four additional 5-year terms unless either party terminates this Agreement at the end of the second, third or fourth renewal term by giving the other written notice of the intent to terminate at least one hundred eighty (180) days prior to the end of the second, third or fourth renewal term. If Village elects not to renew the Agreement for the third, fourth or fifth renewal term, it shall allow Company to place or relocate its Communications Equipment to a COW on the Premises until the earlier of i) Company securing an operational replacement site, or ii) one hundred eighty (180) days after term expiration.

4. Termination.

(a) This Agreement may be terminated without further liability of the terminating party as follows:

(1) By either party upon a default of any covenant or term of this Agreement by the other party, provided, however, that the defaulting party shall have 21 days from the receipt of written notice of a non-monetary default to cure such default and further provided that the defaulting party shall have 10 days from the receipt of written notice of a monetary default to cure such default.

(2) By Company upon 30 days' notice if through no fault of its own, it does not obtain or maintain any license, permit, or other approval necessary for the installation or operation of the Communications Equipment.

(3) By Company upon 30 days' notice if Company determines that the Premises are not appropriate for its operations because of documented signal interference that cannot be reasonably corrected.

(4) By Company upon 90 days' notice if Company determines that the Premises are not appropriate for its operations due to engineering or economic reasons.

(5) By the Village upon 120 days' notice to Company of the Village's intent to demolish, relocate, improve, refurbish or otherwise render (as determined in the sole discretion of the Village) the Tower unusable for the purposes provided by this Agreement. In the event the Village terminates the Agreement pursuant to this subsection, the Village will reimburse Company a pro rata share of the rent for the year in which the Agreement terminates.

(b) Upon any termination or expiration of this Agreement, Company shall surrender the Premises to the Village, and Company shall remain liable to the Village for all unpaid amounts owing to the Village under this Agreement which become due prior to such termination or expiration.

(c) Upon any expiration or termination of this Agreement, Company shall have 60 days to:

(1) Remove all Communications Equipment from the Premises.

(2) Promptly repair any damage to the Land caused by such removal.

(3) Restore the Premises to the condition in which it existed upon the execution of this Agreement, reasonable wear and tear excepted.

(d) If Company fails to undertake any of its obligations required by this paragraph, the Village may perform such obligations on behalf of Company, and Company shall, within 30 days of an invoice from the Village therefor, reimburse the Village for all costs incurred by the Village in connection with such actions. If Company fails to pay any amount required by this paragraph, such amounts shall be subject to the late fee and interest permitted by Paragraph 5. Company waives all claims against the Village for damage to the Communications Equipment caused during any removal of the Communications Equipment by the Village pursuant to this

paragraph. If any Communications Equipment remains on the Premises for more 90 days after any expiration or termination of this Agreement, such equipment shall be deemed to be abandoned and shall become the property of the Village at the Village's option without further notice to Company. The terms of this paragraph shall survive any termination or expiration of this Agreement.

5. Rent. The rent for Company's use of the Premises during the first year of the initial term of this Agreement shall be \$36,000.00 (the "Rent"). On each anniversary of the Commencement Date during the initial term and any renewal terms, the Rent shall automatically increase by 3% from the Rent for the immediately prior year. Rent for the first year will be paid within twenty (20) days after the Commencement Date and thereafter Rent will be paid annually in advance on or before the anniversary of the Commencement Date. Any Rent not paid when due shall be subject to a late fee of 5% of the Rent then due. Rent shall be payable to the Village at 102 South Huron, Mackinaw City, MI 49701, or at such other address as the Village may indicate in writing.

6. Further Consideration. In addition to the Rent, Company, not later than 30 days from the Commencement Date, shall reimburse the Village for all of the Village's attorney fees associated with the preparation, negotiation, and completion of this Agreement, not to exceed \$1,500.00.

7. Additional Equipment. Company may not install additional Communications Equipment on the Premises during this Agreement, including the placement or relocation of the Communications Equipment to a COW, without the prior written consent of the Village, and upon additional terms as the Village may reasonably require, if such equipment expands the footprint of the area on the Tower where the Communications Equipment exists after the initial installation, or if such equipment is located outside of the portion of the Land leased to Company. In no event shall any additional equipment installed by Company preclude another wireless communication entity from using the Tower or exceed the capacity on the Tower. Company shall pay the Village additional rent for each additional installation of equipment added to the Premises as reasonably determined by the Village. Except as otherwise provided in this Agreement, Company shall notify the Village in writing before installing any additional equipment on the Premises and shall obtain the written consent from the Village, such consent not to be unreasonably withheld, conditioned or delayed.

8. Possession of Premises. Company shall be deemed to take possession of the Premises for the purposes permitted by this Agreement as of the Commencement Date. As of such date, unless Company otherwise notifies the Village, Company shall be deemed:

- (a) To accept the Premises as suitable for the purposes for which they are leased.
- (b) To accept the Premises "AS-IS" and with all faults.
- (c) To waive all claims against the Village with respect to any defects with respect to the Premises and their suitability for any permitted purposes.

9. Installation of Equipment. All of Company's installation work relating to the Communications Equipment shall be performed at Company's expense and in a good, workmanlike manner, consistent with or exceeding industry standards. After the completion of Company's installation of the Communications Equipment, Company shall promptly repair all damage to the Land and the Tower caused by such installation and shall restore the Land to its condition prior to such installation, reasonable wear and tear excepted. The Communications Equipment shall remain Company's personal property and is not a fixture. Company has the right to remove all Communications Equipment at its sole expense on or before any expiration or termination of this Agreement, and Company shall promptly repair all damage to the Land and the Tower caused by such removal, ordinary wear and tear excepted. Such removal shall not constitute a termination of this Agreement.

10. Maintenance and Operation of Equipment. Company, at its expense, shall maintain the Communications Equipment in a safe manner, in good condition and repair, and in accordance with sound engineering standards and all applicable federal, state, and local laws, rules, regulations, and ordinances, including, but not limited to,

the requirements of the FCC and the Federal Aviation Administration (the "FAA"). Company shall operate the Communications Equipment in a manner that will not interfere with the Tower's normal functions. Except for the gross negligence or intentional actions of the Village, Company shall bear all risk of loss and damage to the Communications Equipment from any source, including, but not limited to, fire and other casualty, theft, and vandalism. The Village shall not have any obligation, whether under this Agreement or otherwise, to take any action to protect the Communications Equipment from any possible loss or damage. If the Village reasonably determines that the Communications Equipment poses a substantial health or safety risk, Company shall have forty-eight (48) hours from receiving notification of such situation to send its appropriate personnel to the Premises to examine such matter. Company's failure to do so shall constitute a material breach of this Agreement. If Company fails to make any necessary mechanical repairs to the Communications Equipment within 30 days from its receipt of written notice regarding such repairs or if Company fails to make any emergency repairs when necessary, the Village, at its option, may undertake such repairs, following which Company shall reimburse the Village within 30 days of an invoice therefor for all costs incurred by the Village in connection with such repairs. If Company fails to pay any such amount when due, such amount shall be subject to the late fee and interest permitted by Paragraph 5.

11. Taxes and Utilities. Company shall pay all applicable taxes and for all utilities that Company uses in connection with its installation and operation of the Communications Equipment. Company, at its expense and in accordance with Village requirements, shall obtain separate meters for all utilities used by Company in connection with the Communications Equipment.

12. Access to Premises. Company and Company's employees and agents shall have access 24 hours, 7 days a week to the Premises for the purposes of installing, operating, maintaining, or removing the Communications Equipment, provided that Company must notify the Village Manager by telephone or email of Company's intention to enter the Premises so that the Village can unlock and de-alarm the Premises. The Village may at its option accompany Company employees and agents when accessing the Premises, at no charge to Company.

13. Interference.

(a) Company shall install, operate, and maintain the Communications Equipment in a manner that will not cause interference to the Village or any other lessees or licensees of the Village operating on the Land, provided that the rights or installations of such other lessees or licensees predate the installation of the Communications Equipment on the Premises.

(b) Subsequent to the installation of the Communications Equipment, the Village shall not permit its lessees or licensees to install new equipment on the Land if such equipment causes interference with Company's operations. If such interference occurs, the Village agrees to take all action reasonably necessary to eliminate such interference within 60 days after receipt of notice from Company. If the Village fails to comply with this paragraph, the Village shall have materially breached this Agreement, and Company may terminate this Agreement upon notice to the Village. Nothing in this Paragraph 13 shall be construed to require the Village to attempt to eliminate any interference caused by any sources other than the Village's lessees or licensees.

(c) Nothing contained in this Agreement shall be construed to prohibit the Village from permitting additional lessees or licenses to install, operate, or maintain any equipment on the Land after the Commencement Date, provided that such additional equipment does not result in a material breach of this Agreement.

14. Liens on Premises. Company shall keep the Premises free from all liens arising from any work performed, materials furnished, or obligations incurred by, at the request of, or for the benefit of Company. If any lien is filed against the Premises because of any act or omission of Company or Company's employees, agents, or contractors, Company shall immediately after Company receives written notice that the lien has been filed take

all actions needed so the lien is discharged, bonded or removed within 30 days after such notice. If Company fails to remove such a lien within such period, the Village, in addition to all other remedies, may undertake actions to remove such lien. Company shall reimburse the Village on demand for all costs incurred by the Village in discharging such lien, including attorney fees and court costs. If Company does not pay such amounts to the Village when required, such amounts shall be subject to the late fee and interest permitted by Paragraph 5.

15. Insurance. Company, during the term of this Agreement and at Company's expense, shall procure and maintain on the Premises and on the Communications Equipment liability and casualty insurance with a combined single limit of at least one million dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Company, its employees, agents, and contractors relating to Company's activities in connection with the Premises. The Village, including its officers and employees, shall be named as an additional insured on the policies required by this paragraph, which shall be with insurers reasonably acceptable to the Village. Company shall provide to the Village a certificate of insurance evidencing the coverage required by this paragraph prior to the Commencement Date and subsequently as requested by the Village.

16. Assignment and Subletting. Company may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of the Village, which will not be unreasonably withheld, conditioned or delayed; provided, however, that Company, without the Village's consent, may assign such interests to an affiliate of it or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. Company shall promptly notify the Village of any such assignment. Any such assignment shall release Company from its obligations under this Agreement. The Village may assign this Agreement upon written notice to Company, subject to the assignee agreeing to be bound by this Agreement. The Village may at any time sell, mortgage, or otherwise encumber all or any part of the Premises, provided that any such action is subject to this Agreement. The Village shall notify Company at least 60 days in advance of any sale of the Premises.

17. Warranty of Title and Quiet Enjoyment. The Village warrants all of the following to Company:

- (a) The Village owns the Land in fee simple and has rights of access to it.
- (b) The Village has full right to make and perform this Agreement.
- (c) The Village covenants and agrees with Company that upon Company paying the Rent and performing all of Company's obligations under this Agreement, Company may peacefully and quietly enjoy the Premises for the purposes permitted by this Agreement.

18. Repair and Maintenance of Tower.

(a) Nothing in this Agreement shall limit the Village's ability to perform all repairs and maintenance to the Tower and the overall Premises as deemed necessary by the Village. The Village shall have access to the Premises at all times for purposes of such repairs and maintenance. The Village shall notify Company at least one week in advance before performing any non-emergency work, except painting and scraping, on the Premises that will interfere with the operation of the Communications Equipment. The Village shall notify Company as soon as practical regarding any emergency work to the Premises that will interfere with the operation of the Communications Equipment.

(b) The Village may be required, from time to time, to perform rust scraping and painting ("Scheduled Maintenance Activities") with respect to its operation of the Tower. The Village shall give at least 90 days' prior written notice of any such Scheduled Maintenance Activities. Company shall have the right to temporarily remove its Communications Equipment from the Tower during the scheduled maintenance activity and, during the time Company's Communications Equipment is removed from the Tower for

scheduled maintenance activity, Company shall have the right to have a COW upon the Premises at a location that is reasonably acceptable to the Village. The COW shall be promptly removed once the scheduled maintenance activity is completed.

(c) The Village may require Company to turn off and shut down the Communications Equipment during the Village's repair or maintenance of the Premises or the Tower. In such event, Company shall have the right to have a COW upon the Premises at a location that is reasonably acceptable to the Village. The COW shall be promptly removed upon Company's receipt of notice that its Communications Equipment can be turned on.

19. Tower Marking and Lighting Requirements. The Village acknowledges that it is responsible for complying with all marking and lighting requirements relating to the Tower, including, but not limited to, those of the FAA and the FCC. However, if the Village is required to add any markings or lighting to the Tower directly or indirectly because of any of the Communications Equipment, Company shall, within 30 days of an invoice therefor, reimburse the Village for all of the Village's actual costs in connection with such markings or lighting. If Company fails to reimburse the Village promptly for such amounts, such amounts shall be subject to the late fee and interest provided by Paragraph 5.

20. Hazardous Substances.

(a) Company agrees that it will not, nor permit any third party to, use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Premises in violation of any law or regulation. Company agrees to defend, indemnify, and hold harmless the Village and the Village's agents and employees against all losses, liabilities, claims, and costs (including attorney fees and costs) arising from any breach by Company of any representation, warranty, or agreement contained in this paragraph.

(b) The Village represents that, to the Village's knowledge, no hazardous material are presently located on the Premises. If after Company takes possession of the Premises, hazardous material is discovered to exist on, under or beneath the Premises, Company may terminate this Agreement, and Company shall owe no further duties, obligations, or liability to the Village, except as set forth herein.

(c) As used in this paragraph, "Hazardous Material" means any hazardous substance as defined under the federal Comprehensive Environmental Response, Compensation, and Liability Act, as amended, at 42 USC § 9601, or under any regulations promulgated pursuant to such act. This paragraph shall survive any termination or expiration of this Agreement.

21. Liability and Indemnity. Company shall indemnify and hold the Village and its employees and agents harmless from all claims, damages, and expenses (including attorney fees and expenses of defending against such matters) arising from the actions or omissions of Company or its agents, employees, contractors, or invitees relating to the use of the Premises by Company, or its agents, employees, contractors or invitees, or from any breach of this Agreement by Company. To the extent permitted by Michigan law, the Village shall indemnify and hold Company and its employees and agents harmless from all claims, damages, and expenses (including reasonable attorney fees and expenses of defending against such matters) arising from the Village's use of the Premises, or use by the Village's agents, employees, contractors or invitees, or from any breach of this Agreement by the Village. Notwithstanding anything to the contrary contained in this paragraph, neither party shall have any obligation to indemnify the other for the other's business loss, business interruption, or other consequential damages, regardless of the cause of such damages, and neither party shall have any obligation to indemnify the other to the extent of any insurance proceeds paid to the party entitled to indemnification. Further, nothing contained in this Paragraph 21 is intended to waive any claim the Village may have for governmental immunity. These obligations shall survive any termination or expiration of this Agreement.

22. Structural Analysis. Company shall be solely responsible to ensure that Company's installation of the Communications Equipment and any additional equipment installed shall not affect the structural integrity of the Tower, and that no damage results to the Tower due to installation of the Communications Equipment.

23. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior offers, negotiations, and other agreements concerning such subject matter. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assignees.

(d) Any notice or demand required to be given under this Agreement shall be in writing and shall be deemed to have been received by a party when personally delivered, upon confirmed facsimile transmittal, the day after deposit with a recognized overnight courier, or five (5) days after deposit with the U.S. mail, return receipt requested and postage prepaid, to the address of the party first written above with a copy to:

Village of Mackinaw City
102 South Huron
Mackinaw City, MI 49701
Attention: Village Manager

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attention: Property Management/Site # MC01167A

The Village or Company may from time to time designate any other address for this purpose by written notice to the other party.

(e) This Agreement shall be governed by the laws of the state of Michigan, regardless of the fact that one party may be a resident of a different state.

(f) All attached exhibits form material parts of this Agreement. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(g) The waiver by either party of any provision or the breach of any provision of this Agreement shall not operate or be construed as a subsequent waiver. No waiver shall be valid unless in writing and signed by the party giving the waiver.

(h) To the extent not otherwise prohibited by law, the parties agree that for any dispute concerning this Agreement or any obligation or right of any party to this Agreement, the jurisdiction and venue shall be exclusively in the state courts in Cheboygan County, Michigan, and the prevailing party in any such action shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, actual reasonable attorney fees and other legal costs to bring, maintain, or defend any such action from its first accrual or the first notice thereof through any and all appellate and collection proceedings.

(i) Each party acknowledges that it has been represented by counsel in the preparation and negotiation of this Agreement and that each party has participated in the preparation of this Agreement.

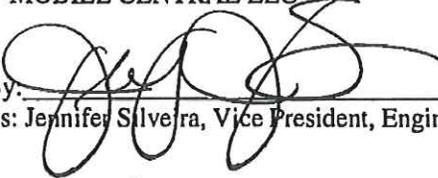
(j) Company may record, at its sole cost and expense, a Memorandum of Lease, executed by all parties, in the form attached as Exhibit C.

The parties have accordingly executed this Agreement as of the date first written above.

VILLAGE OF MACKINAW CITY

T-MOBILE CENTRAL LLC

By: _____
Robert Heilman, President

By:  _____
Its: Jennifer Silveira, Vice President, Engineering

By: _____
Lana Jaggi, Clerk

Date signed: Oct 27, 2015

Date signed: _____, 2015

EXHIBIT A
DESCRIPTION OF LAND

MACKINAW CITY, LOTS 26, 27, 28, 29 & 30, BLK B. (SECS 7&18, T39N, R32)

EXHIBIT B

**DESCRIPTION OF PREMISES AND SPECIFICATIONS AND LOCATION OF
COMMUNICATIONS EQUIPMENT**

See attached.

T-Mobile

SITE NAME:
**VILLAGE OF
 MACKINAW CITY/AVBI**

SITE NUMBER:
MC01167A
 STREET ADDRESS:
**252 N HURON AVE
 MACKINAW CITY, MI 49657**



PROJECT DIRECTORY

APPLICANT
**T-MOBILE CENTRAL, LLC
 2555 SCHOOLCRAFT RD, BLDG#6
 LIVONIA, MI 48150
 PHONE: (734) 387-7200
 FAX: (734) 387-7242**

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

PROJECT INFORMATION

TYPE OF CONSTRUCTION
PROJECT TYPE: NEW INSTALLATION ON EXISTING 140' WATER TOWER

TOWER INFORMATION:
 LATITUDE: 45.72513° N
 LONGITUDE: -84.72527° W
 PROPOSED TOWER HEIGHT: 151' AGL

SQUARE FOOTAGE
PROPOSED LEASE AREA: 100 SQ. FT.

PROPERTY OWNERS:
**VILLAGE OF MACKINAW CITY
 102 SOUTH HURON AVENUE
 MACKINAW CITY, MI 49701
 PARCEL NUMBER (TAX ID):
 012-007-002-028-00**

OCCUPANCY:
UNOCCUPIED

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

SUBJECT SITE ZONING:
NOT PROVIDED



GENERAL NOTES

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS. ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE DESIGN ENGINEER BY THE PROJECT ARCHITECT PRIOR TO PROCEEDING WITH THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD SURVEYING AND CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL FIELD SURVEYING AND CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL FIELD SURVEYING AND CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL FIELD SURVEYING AND CONSTRUCTION.



CALL BEFORE YOU DIG
 811

CODE COMPLIANCE

- ALL NEIGHBORHOODS AND TOWNSHIPS ARE REFERENCED TO THE FOLLOWING CODES:
- 1. 2012 MICHIGAN BUILDING CODE
 - 2. 2012 MICHIGAN MECHANICAL CODE
 - 3. 2012 MICHIGAN ELECTRICAL CODE
 - 4. 2012 MICHIGAN PLUMBING CODE
 - 5. 2012 MICHIGAN FIRE CODE
 - 6. 2012 MICHIGAN ENVIRONMENTAL CODE
 - 7. 2012 MICHIGAN LAND-USE CODE
 - 8. 2012 MICHIGAN ZONING CODE
 - 9. 2012 MICHIGAN WATER SUPPLY CODE
 - 10. 2012 MICHIGAN WASTE MANAGEMENT CODE
 - 11. 2012 MICHIGAN UTILITY CODE

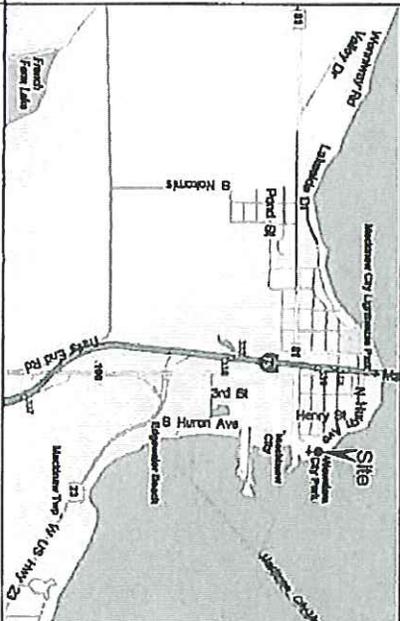
DRAWING INDEX

T-1	TITLE SHEET	C-4	CABINET DETAILS
M-1	GENERAL NOTES	C-5	EQUIPMENT ELEVATION & DETAILS
N-2	GENERAL NOTES	C-6	EQUIPMENT DETAILS
C-1	SITE PLAN	C-7	FENCE DETAILS
C-2	EQUIPMENT PLAN	E-1	ELECTRICAL NOTES & RACK DETAILS
C-2.1	EQUIPMENT ELEVATIONS	E-2	ELECTRICAL & GROUNDING DETAILS
C-3	TOWER ELEVATION & ANTI-TAIA DETAILS	E-3	GROUNDING PLAN & NOTES
C-3.1	FROGS & COLOR CODE	E-4	GROUNDING DETAILS

APPROVALS

OPERATIONS	DATE
BY ENGINEER	DATE
ZONING ADJUSTMENT	DATE
FIRE ACQUISITION	DATE
T-MOBILE CONSTRUCTION MANAGER	DATE
MUNICIPAL ENGINEER	DATE
POWER APPROVAL	DATE
TULSA APPROVAL	DATE

VICINITY MAP



DIRECTION TO SITE:
 FROM THE DETROIT HEAD NORTH ON I-75 TO EXIT 23A, TAKE EAST 23A TO SOUTH NICOLET STREET, TURN NORTH ON SOUTH NICOLET STREET AND PROCEED TO EAST CENTRAL AVENUE, TURN EAST ON EAST CENTRAL AVENUE AND PROCEED TO SITE. SITE IS LOCATED ON THE EAST SIDE OF NORTH HURON AVENUE.

T-Mobile
 2555 SCHOOLCRAFT RD BLDG#6
 LIVONIA, MICHIGAN 48150
 Phone: 734.387.7200
 Fax: 734.387.7242
 CONTACT: KEN KALOUSEK
 (734) 444-0181

LANDTECH PROJECT NUMBER: 153223131

REV	DATE	DESCRIPTION	BY
1	08/15/11	PERFORMING PRELIMINARY	MM
2	08/15/11	UPDATING FROM PRELIMINARY	MM
3	08/15/11	REVISIONS TO PRELIMINARY	MM

2015 ROB CONSTRUCTION DRAWINGS

NOTE: THESE DRAWINGS ARE TO SCALE WHEN PRINTED ON 11" X 17" SHEET. REPRODUCTIONS ARE SCALED ON REPRODUCTIONS.



LANDTECH
 Professional Surveying & Engineering
 1275 MCGREGOR WAY
 GRANNUM, MI 49637
 PHONE: (231) 943-0050
 WWW.LANDTECHMI.COM

SITE #:
MC01167A

SITE NAME:
**VILLAGE OF
 MACKINAW CITY / AVBI**

SITE ADDRESS:
**252 N HURON AVENUE,
 MACKINAW CITY, MI 49657**

Sheet Title:
TITLE SHEET

Sheet Number:
T-1

Division 15 - MECHANICAL

PART 1 - GENERAL

1. **Section Includes**
 - A. Mechanical equipment and piping for heating, ventilation, air conditioning, and hot water heating.
 - B. Heating, ventilation, air conditioning, and hot water heating equipment and piping for the building.
 - C. Heating, ventilation, air conditioning, and hot water heating equipment and piping for the building.
 - D. Heating, ventilation, air conditioning, and hot water heating equipment and piping for the building.
2. **Related Sections**
 - A. Electrical - Wiring for heating, ventilation, air conditioning, and hot water heating equipment.
 - B. Plumbing - Piping for heating, ventilation, air conditioning, and hot water heating equipment.
 - C. Mechanical - Equipment and piping for heating, ventilation, air conditioning, and hot water heating.

PART 2 - PRODUCTS

1. **Manufacturing**
 - A. Heating, ventilation, air conditioning, and hot water heating equipment and piping shall be manufactured by the following manufacturers:
 - 1. Heating, ventilation, air conditioning, and hot water heating equipment and piping: Carrier, Trane, Lennox, Goodman, York, and others.
 - 2. Heating, ventilation, air conditioning, and hot water heating equipment and piping: Carrier, Trane, Lennox, Goodman, York, and others.

PART 3 - EXECUTION

1. **Work Included**
 - A. Heating, ventilation, air conditioning, and hot water heating equipment and piping.
 - B. Heating, ventilation, air conditioning, and hot water heating equipment and piping.
 - C. Heating, ventilation, air conditioning, and hot water heating equipment and piping.
2. **Installation**
 - A. Heating, ventilation, air conditioning, and hot water heating equipment and piping shall be installed in accordance with the manufacturer's instructions.
 - B. Heating, ventilation, air conditioning, and hot water heating equipment and piping shall be installed in accordance with the manufacturer's instructions.

PART 4 - ANTENNA SYSTEM

1. **Work Included**
 - A. Installation of antenna system.
 - B. Installation of antenna system.
 - C. Installation of antenna system.
2. **Installation**
 - A. Antenna system shall be installed in accordance with the manufacturer's instructions.
 - B. Antenna system shall be installed in accordance with the manufacturer's instructions.

PART 5 - ASTMA Fall Potentials Tests

1. **Section Includes**
 - A. Fall protection equipment and materials.
 - B. Fall protection equipment and materials.
 - C. Fall protection equipment and materials.
2. **Related Sections**
 - A. Safety - Fall protection equipment and materials.
 - B. Safety - Fall protection equipment and materials.

PART 6 - UNDERGROUND ELECTRICAL SERVICE

1. **Work Included**
 - A. Installation of underground electrical service.
 - B. Installation of underground electrical service.
 - C. Installation of underground electrical service.
2. **Installation**
 - A. Underground electrical service shall be installed in accordance with the manufacturer's instructions.
 - B. Underground electrical service shall be installed in accordance with the manufacturer's instructions.

PART 7 - GROUNDRING CONNECTIONS

1. **Work Included**
 - A. Installation of grounding connections.
 - B. Installation of grounding connections.
 - C. Installation of grounding connections.
2. **Installation**
 - A. Grounding connections shall be installed in accordance with the manufacturer's instructions.
 - B. Grounding connections shall be installed in accordance with the manufacturer's instructions.

PART 8 - GENERAL ELECTRICAL PROVISION

1. **Section Includes**
 - A. Electrical equipment and materials.
 - B. Electrical equipment and materials.
 - C. Electrical equipment and materials.
2. **Related Sections**
 - A. Electrical - Wiring and conduit.
 - B. Electrical - Wiring and conduit.

PART 9 - QUALITY ASSURANCE

1. **Section Includes**
 - A. Quality assurance services.
 - B. Quality assurance services.
 - C. Quality assurance services.
2. **Related Sections**
 - A. Quality assurance services.
 - B. Quality assurance services.

PART 10 - SUBMITTALS

1. **Section Includes**
 - A. Submittals for equipment and materials.
 - B. Submittals for equipment and materials.
 - C. Submittals for equipment and materials.
2. **Related Sections**
 - A. Submittals for equipment and materials.
 - B. Submittals for equipment and materials.

PART 11 - FENCE

1. **Work Included**
 - A. Installation of fence.
 - B. Installation of fence.
 - C. Installation of fence.
2. **Installation**
 - A. Fence shall be installed in accordance with the manufacturer's instructions.
 - B. Fence shall be installed in accordance with the manufacturer's instructions.

PART 12 - PRODUCT

1. **Section Includes**
 - A. Product for equipment and materials.
 - B. Product for equipment and materials.
 - C. Product for equipment and materials.
2. **Related Sections**
 - A. Product for equipment and materials.
 - B. Product for equipment and materials.

PART 13 - PRODUCTS

1. **Section Includes**
 - A. Products for equipment and materials.
 - B. Products for equipment and materials.
 - C. Products for equipment and materials.
2. **Related Sections**
 - A. Products for equipment and materials.
 - B. Products for equipment and materials.

PART 14 - GENERAL

1. **Section Includes**
 - A. General provisions for equipment and materials.
 - B. General provisions for equipment and materials.
 - C. General provisions for equipment and materials.
2. **Related Sections**
 - A. General provisions for equipment and materials.
 - B. General provisions for equipment and materials.

PART 15 - ANTENNA SYSTEM

1. **Work Included**
 - A. Installation of antenna system.
 - B. Installation of antenna system.
 - C. Installation of antenna system.
2. **Installation**
 - A. Antenna system shall be installed in accordance with the manufacturer's instructions.
 - B. Antenna system shall be installed in accordance with the manufacturer's instructions.

PART 16 - PRODUCTS

1. **Section Includes**
 - A. Products for equipment and materials.
 - B. Products for equipment and materials.
 - C. Products for equipment and materials.
2. **Related Sections**
 - A. Products for equipment and materials.
 - B. Products for equipment and materials.

Mobile

21859 SCHOOLCRAFT RD. BUC66
LIVONIA, MICHIGAN 48150
Phone: 734.387.7200
Fax: 734.387.7242
CONTACT: KEN KALOUSEK
(734) 444-0181

NO.	DATE	DESCRIPTION	BY
1	08/15/11	ISSUED FOR PERMITS	AK
2	08/15/11	ISSUED FOR PERMITS	AK
3	08/15/11	ISSUED FOR PERMITS	AK
4	08/15/11	ISSUED FOR PERMITS	AK

2015 ROB CONSTRUCTION DRAWINGS

NOTE: THESE DRAWINGS ARE TO SCALE
FOR ALL DIMENSIONS UNLESS NOTED OTHERWISE.
FOR ALL DIMENSIONS UNLESS NOTED OTHERWISE.



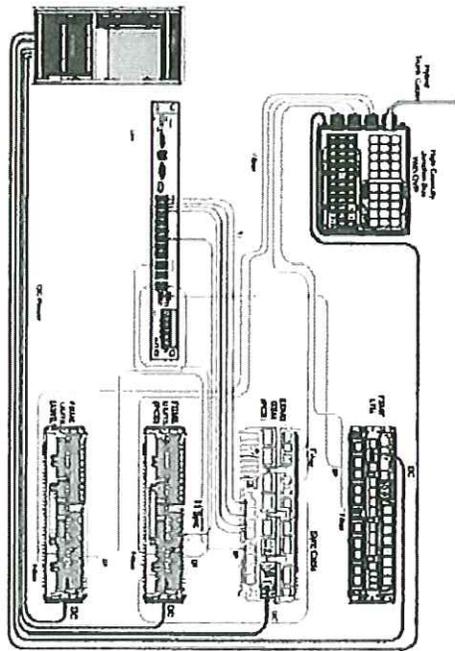
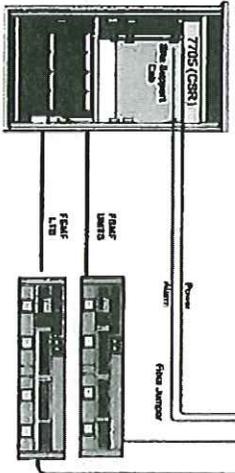
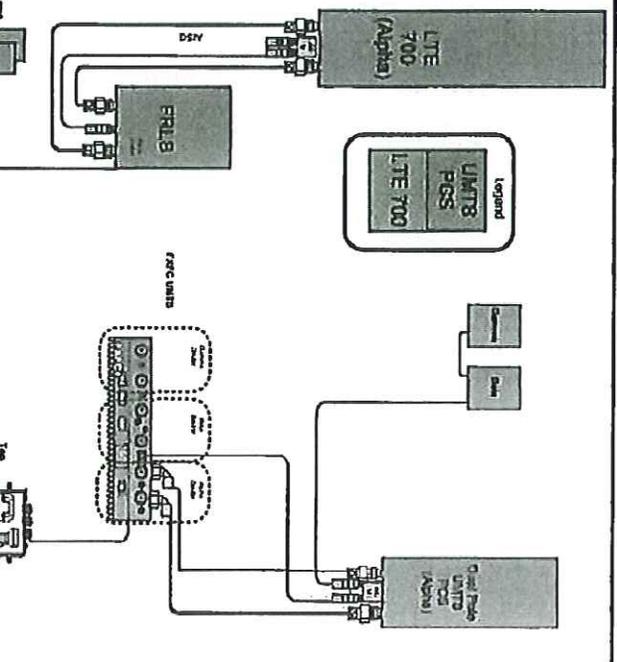
LANDTECH
Professional Surveying & Engineering
4000 DEER CREEK BLVD. SUITE 100
ANN ARBOR, MI 48106
734.769.1100
www.landtech.com

SITE # MC01187A
SITE NAME: VILLAGE OF MACKINAW CITY / AVBI
SITE ADDRESS: 252 N HURON AVENUE, MACKINAW CITY, MI 49857
Sheet Title: GENERAL NOTES
Sheet Number: N-2

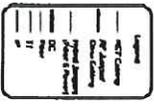
NOTE: THESE NOTES ARE OF A GENERAL NATURE AND ARE NOT TO BE USED AS A BASIS FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE SHEETS AND TO VERIFY THE SCOPE OF WORK TO BE COMPLETED.

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

RF-Mobile
 2055 ECHO LAKE RD. #1000
 LIVONIA, MICHIGAN 48150
 Phone: 734.307.7200
 Fax: 734.307.7242
 CONTACT: KEN VALCHUSEK
 (734) 444-0151



SECTORIZED COLOR IDENTIFICATION	
SECTOR A	RED
SECTOR B	GREEN
SECTOR C	BLUE
SECTOR D	YELLOW
SECTOR E	WHITE
SECTOR F	PURPLE
LMU	BROWN
FIBER IS	GRAY
UNUSED COAX	PINK
MICROWAVE	ORANGE
PWET-1'S	ID w/ LABEL MAKER



REV	DATE	DESCRIPTION	BY
1	08/11/11	PROVISIONAL DRAWING	MS
2	08/11/11	PROVISIONAL DRAWING	MS
3	08/11/11	PROVISIONAL DRAWING	MS
4	08/11/11	PROVISIONAL DRAWING	MS

2015 ROB CONSTRUCTION DRAWINGS

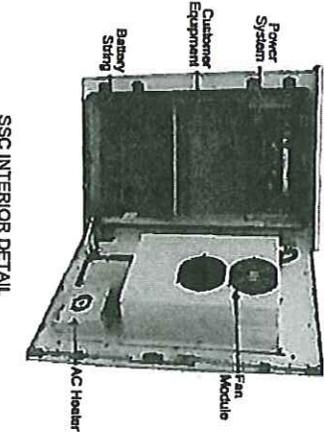
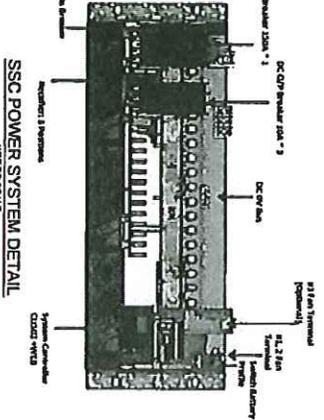
NOTE: THESE DRAWINGS ARE TO SCALE
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 REFER TO COLOR CODES ON
 THE DRAWINGS.



LANDTECH
 Professional Surveying & Engineering
 4215 W. 130th St., Suite 100, Grand Rapids, MI 49508
 Phone: 616.221.1100 Fax: 616.221.1101
 www.landtechsurvey.com

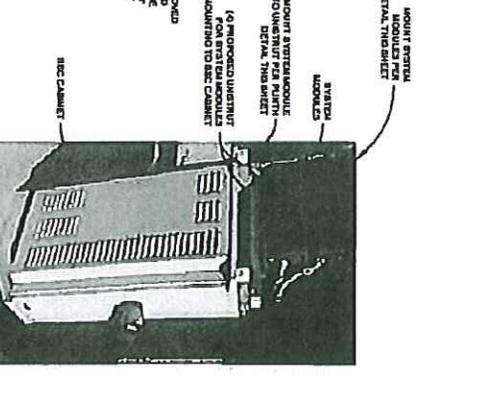
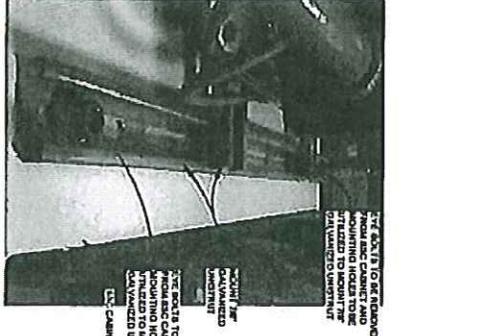
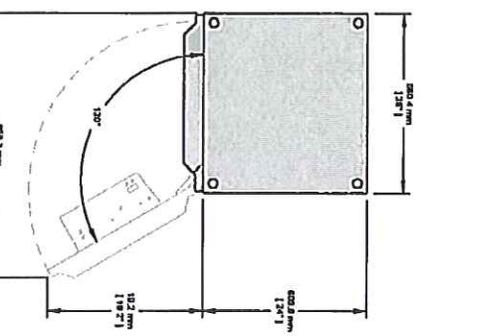
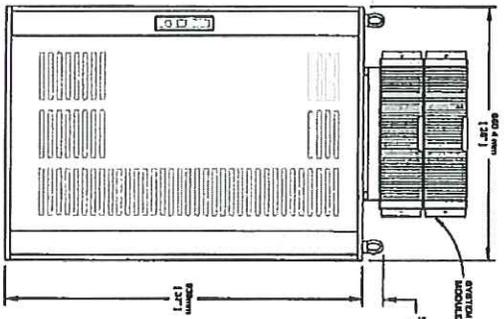
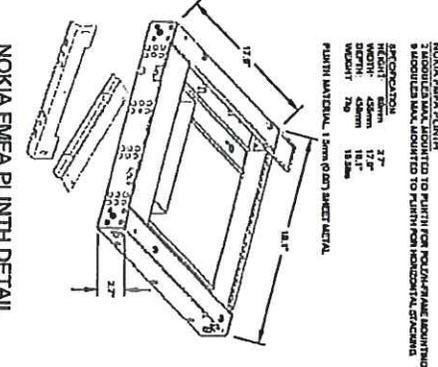
SITE # MC01167A
 SITE NAME VILLAGE OF MACKINAW CITY / ANBI
 SITE ADDRESS: 252 N HURON AVENUE, MACKINAW CITY, MI 49057
 Sheet Title: RFDS & COLOR CODE DETAILS
 Sheet Number: C-3.1

- Power System Features:
 - Three (3) Battery slots
 - One (1) AC Input Breaker
 - One (1) AC Output Breaker
 - Voltage Charge Controller
 - Temperature (T) High-Low
 - DC Input Protection
 - DC Output Protection
 - Control Power System
 - Customer
 - Battery Status Switch



DELTA SMALL SUPPORT CABINET SPECS

SECTION	DESCRIPTION	COMMENTS
CONSTRUCTION	SHIELD METAL ALUMINUM MANUFACTURED, TYPE 304	
FINISH	POUR	
HEIGHT	74.125" (6' 2.125" x 12.125")	
WIDTH	18.125" (18" x 0.125")	
DEPTH	18.125" (18" x 0.125")	
WEIGHT	47.50 LBS	
OPERATING TEMPERATURE	41° F TO 149° F (5° C TO 60° C)	
OPERATING HUMIDITY	5% TO 95% (NON-CONDENSING)	
OPERATING VIBRATION	0.15 G TO 0.05 G (1 TO 1000 Hz)	
OPERATING SHOCK	40 G TO 10 G (1 TO 1000 Hz)	
OPERATING AC INPUT	120VAC	
OPERATING AC OUTPUT	120VAC	
OPERATING DC INPUT	48VDC	
OPERATING DC OUTPUT	48VDC	



Mobile

28555 SCHOOLS CANYON RD, BLDG 68
 PHOENIX, AZ 85048
 Phone: 724.387.7200
 Fax: 724.387.7242
 CONTACT: KEN WALKER@SK
 (724) 444-0181

LANDTECH
 Professional Surveying & Engineering
 4140 E. 10th St., Suite 100, Phoenix, AZ 85042
 Phone: 602.998.1111
 Fax: 602.998.1112
 www.landtechsurvey.com

REV	DATE	DESCRIPTION	BY
1	01/15/15	ISSUED FOR PERMITTING	AW
2	01/15/15	ISSUED FOR PERMITTING	AW
3	01/15/15	ISSUED FOR PERMITTING	AW

2015 ROB CONSTRUCTION DRAWINGS

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

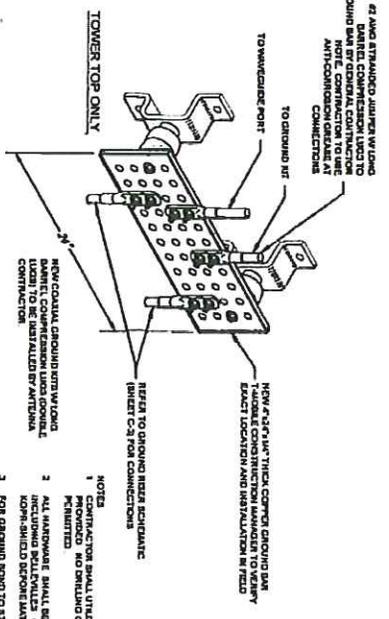
SITE # MC01167A

SITE NAME: VILLAGE OF MACKINAW CITY / ANBI

SITE ADDRESS: 252 N HURON AVENUE, MACKINAW CITY, MI 49857

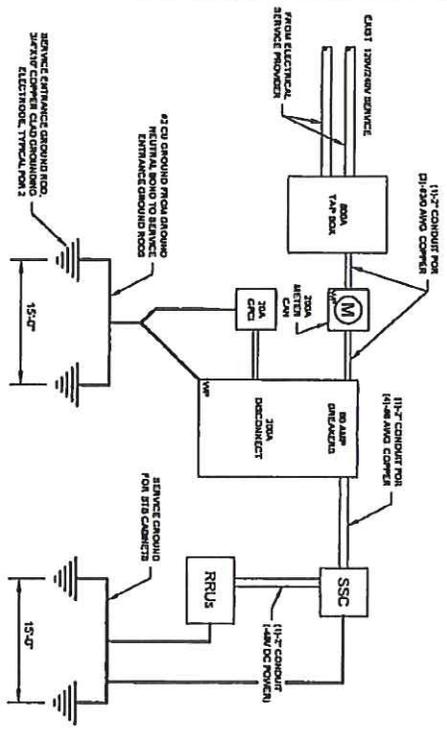
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Sheet Number: C-4

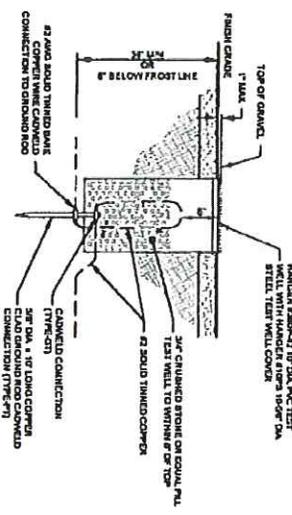


- NOTES
1. CONTRACTOR SHALL UTILIZE UNCOATED STEEL PROVIDED. NO DRILLING OF THE BAR WILL BE PERMITTED.
 2. ALL HANDHOLES SHALL BE 1/4\"/>

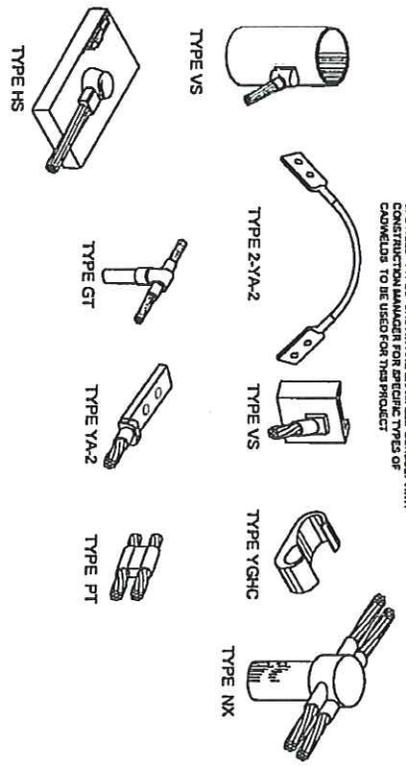
TYPICAL GROUNDING BAR DETAIL (TOWER TOP ONLY)
NOT TO SCALE



ELECTRICAL ONE-LINE DIAGRAM
NOT TO SCALE



TEST WELL DETAIL
NOT TO SCALE



CADWELD CONNECTION TYPES
NOT TO SCALE

Mobile
2855 SCHOOLCRAFT RD BLDG 08
LUDOWIC, MISSOURI 65043
Phone: 734.387.7200
Fax: 734.387.7242
CONTRACT: VEN KALOSBERK
(734) 444-0181

NO.	DATE	DESCRIPTION	BY
1	08/15/11	ISSUED FOR PERMITTING	VEN
2	08/15/11	ISSUED FOR PERMITTING	VEN
3	08/15/11	ISSUED FOR PERMITTING	VEN
4	08/15/11	ISSUED FOR PERMITTING	VEN
5	08/15/11	ISSUED FOR PERMITTING	VEN
6	08/15/11	ISSUED FOR PERMITTING	VEN
7	08/15/11	ISSUED FOR PERMITTING	VEN
8	08/15/11	ISSUED FOR PERMITTING	VEN
9	08/15/11	ISSUED FOR PERMITTING	VEN
10	08/15/11	ISSUED FOR PERMITTING	VEN

2015 ROB
CONSTRUCTION DRAWINGS

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



LANDTECH
Professional Surveying & Engineering
4245 W. 120th St., Suite 100, Overland Park, KS 66204
Phone: 913.666.1100
Fax: 913.666.1101
www.landtechsurvey.com

SITE #:
MCO1187A

SITE NAME:
VILLAGE OF
MACKINAW CITY / AVBI

SITE ADDRESS:
232 N HURON AVENUE,
MACKINAW CITY, MI 49057

Sheet Title:
ELECTRICAL &
GROUNDING DETAILS

Sheet Number:
E-2

EXHIBIT C

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is executed this ____ day of _____, 2015, by and between the Village of Mackinaw City, a Michigan municipal corporation, the address of which is 102 South Huron, Mackinaw City, MI 49701 (the "Village") and T-Mobile Central LLC, a Delaware limited liability company, whose address is 12920 SE 38th Street, Bellevue, WA 98006 ("Company"). This Memorandum of Lease evidences that on the ____ day of _____, 2015, a Water Tower Lease Agreement ("Agreement") was executed for the Property, as defined below.

1. Property. Subject to the terms of the Agreement, the Village has leased to Company the use of a portion of the real property described in Exhibit "A" attached hereto ("Property").
2. Notices. All notices, requests, demands, and other communications to the Village or Company shall be made at the following addresses:

Village of Mackinaw City
102 South Huron
Mackinaw City, MI 49701
Attention: Village Manager

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attention: Property Management/Site
#MC01167A

3. Term: The initial term of the Agreement is five (5) years, commencing on the date specified therein, and the parties have the right to extend the term of the Agreement for four (4) additional and successive five (5)-year terms.

The Village and Company have executed this Memorandum as of the date and year first listed above.

VILLAGE OF MACKINAW CITY,
a Michigan municipal corporation

T-MOBLIE CENTRAL LLC,
a Delaware limited liability company

By: _____
Robert Heilman
Village President

By: _____
Jennifer Silveira, Vice President, Engineering

By _____
Lana Jaggi
Village Clerk

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss
COUNTY OF CHEBOYGAN)

Acknowledged before me, this _____ day of _____, 2015, by Robert Heilman and Lana Jaggi, the President and Clerk of the Village of Mackinaw City, a Michigan municipal corporation, who are personally known to me or has provided their driver's license as identification, on behalf of the Village.

Notary Public, Cheboygan County, Michigan
My commission expires: _____
Acting in Cheboygan County, Michigan

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

Acknowledged before me this _____, 2015, by Jennifer Silveira, the Vice President, Engineering, of T-Mobile Central LLC, a Delaware limited liability company, who is personally known to me or provided a driver's license as identification, on behalf of the Company.

Notary Public, DuPage County, Illinois
My Commission Expires: _____
Acting in the County of DuPage, Illinois

Exhibit A

Property

MACKINAW CITY, LOTS 26, 27, 28, 29 & 30, BLK B. (SECS 7&18, T39N, R32)

**SITE PLAN REVIEW PROCEDURE
VILLAGE OF MACKINAW CITY
102 S. Huron Avenue, Mackinaw City, MI 49701**

1. Request estimated water and sewer connection fees from Village Staff.
2. The following items must be submitted to the Village by the 1st day of the month in which you would like to be on the Planning Commission agenda:
 - Five (5) copies of Site Plan (drawn by a registered Architect, Landscape Architect, Engineer or Professional Community Planner) in CAD or compatible format.
 - Application Sheet for Site Plan Review
 - Site Plan Review Checklist
 - Site Plan Review Fee
3. Site Plan to be reviewed by Village Staff.
4. Plan preparer will be notified of any necessary modifications.
5. One copy of revised site plan may be required to be sent to: C2AE, Attn: Larry Fox, at 123 West Main Street, Suite 200, Gaylord, MI 49735. This is at Village Staff's direction and will be at the expense of the applicant.
6. Plan preparer will be notified of additional modifications.
7. Applicant shall provide 9 printed copies (one set sealed) of modified site plan no later than 7 days prior to the next regularly scheduled Planning Commission meeting.
8. Site Plan review by Planning Commission with approval, and/or required plan modifications, or denial recommendation to Village Council.
9. Plan prepared will be notified of Planning Commission's required modifications.
10. Applicant shall provide a computer file in an AutoCAD (.dwg) or compatible format of final plan to the Village Hall by 9:00 a.m. the Monday following the regularly scheduled Planning Commission meeting. If plans are not submitted on time, they will not be heard by the Village Council at their next regularly scheduled meeting.
11. Site Plan Review by Village Council. Applicant will provide 7 printed copies of the modified site plan before noon on the Tuesday before the next Council meeting.
12. Any professional plan review costs, i.e. engineer, attorney, etc. to be paid by applicant.
13. If approved, apply for Zoning Permit.
14. Development EUF fees will be invoiced when the Zoning Permit is pulled.

2015-SP-007

**SITE PLAN REVIEW APPLICATION
VILLAGE OF MACKINAW CITY
102 S. Huron Avenue, Mackinaw City, MI 49701**

Project: Biere de Mac - Micro-Brewery

Property Owned by:

Name: Roberta Paquin

Address: PO Box 402

City: Mackinaw City State: MI Zip: 49701

Telephone Home: 231.436.8871 Cell: _____

Fax No.: _____ Email: _____

Plan Prepared by:

Company: Gourdie-Fraser, Inc.

Contact Person: Dave Lewis

City: Traverse City State: MI Zip: 49684

Telephone Home: 231.946.5874 Cell: _____

Fax No.: 231.946.3703 Email: davel@gfa.tc

IS APPLICANT SAME AS PROPERTY OWNER? Yes No

If No, provide name, address, phone of applicant: Biere de Mac Brew Works, LLC

PO Box 691, Mackinaw City, MI 49701, George Ranville - President (616.862.8018),

Danny Ranville - General Manager (303.999.6822)

Site Characteristics:

General site location: Southeast corner of W. Jamet Street and N. Marest Street intersection

Property address: 219 W. Jamet Street, Mackinaw City, MI 49701

Current Zoning District: B1

Proposed Use of Property: Micro-Brewery, with retail space

Site Size (square feet/acres): 45,000 sq. ft./1.03 acres

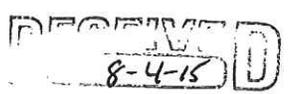
Proposed building square footage: 4,000 sq. ft.

Number of dwelling units: 0

Estimated construction cost (include parking and utilities): \$500,000

Notes:

- > Village processing fee of \$200 due upon submittal of this application.
- > Applicant required to pay all additional fees necessary for site plan review.

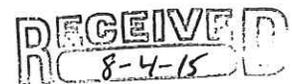


SITE PLAN REVIEW CHECKLIST

Project: Biere de Mac - Micro-Brewery

Listed below is the Site Plan Review Checklist in accordance with Article IV, Sec. 4.6 of the Village of Mackinaw City Zoning Ordinance. Indicate N/A if item does not apply, check each item.

- X 1. Appropriate Scale
- X 2. Date, North Point, Street Names (existing and proposed right of way).
- X 3. Name of person preparing plan.
- X 4. Proposed site location map.
- X 5. Property line dimensions.
- X 6. Zoning setback lines, distance between buildings (nearest point to nearest point)
- X 7. Location of new buildings.
- X 8. All existing structures (labeled for use and zoning) within 100 feet of perimeter property lines.
- X 9. Access drives, internal roads (note public or private, identify right of way) service roads.
- X 10. Parking areas (numbered spaces, dimensioned typical parking space, maneuvering lanes). Handicap parking location and number.
- X 11. Table of parking spaces required, parking spaces provided.
- N/A 12. Multiple housing units-number of units, composition (efficiency, one bedroom, two, three).
- 13. Existing easements (utility access) within site limits. If none, state this on the plan.
- X 14. Loading/unloading, service areas.
- X 15. Sidewalks (internal and public within road right of way).
- X 16. Site grading and drainage plan (on-site elevations, current and proposed, for pavements, drives, roads, parking lots, curbs, sidewalks and finished grades at building facades).



SITE PLAN REVIEW CHECKLIST

- X 17. Existing natural features (trees, lakes, ponds, streams, rock out-croppings, severe topography, wetlands, etc.).
- X 18. An engineered and sealed Drainage Plan (one copy) shall accompany all Site Plans. Require 10 Year Storm Calculations.
- X 19. Proposed retention/sedimentation ponds.
- X 20. Snow storage/snow management plan.
- X 21. Dumpster location, screening indication.
- X 22. Proposed landscaping (required greenbelts, plan materials/size and type, fences, retaining walls, earth berms, etc.).
- 23. Location of outdoor lights, poles, bollards, building attached, luminary shielding techniques, height of fixture.
- N/A 24. Fire hydrants.
- N/A 25. Acceleration/deceleration lanes.
- N/A 26. Site amenities (play area, pools, beaches, tennis courts, etc.).
- X 27. Types of surfacing (paving, turfing or grated) to be used.
- N/A 28. Standard MDOT or AASHTO cross sections for pavement, curbing, catch basins, drive entrances, or other standard facilities.
- 29. Proposed building elevations (to scale, identifying maximum building height, average curb elevation, finish floor elevation, highest point of building).
- 30. General floor plan indicating internal function.
- N/A 31. Numbered hotel rooms/residential units on floor plan.
- X 32. Identify water main on floor plan.

Applicant's Signature: *George E. Ranville* Date: 8/4/15
 Print Applicant Name: George E. Ranville
 Project Name: Biere de Mac - Micro-Brewery



ARTICLE XI. B1 - BUSINESS DISTRICT

Sec. 11-101 PRINCIPAL PERMITTED USES.

In the B1 District, no uses shall be permitted unless otherwise provided in this Ordinance except the following:

- A. Grocery store, including beer, wine and liquor, fruit, vegetable, meat, dairy products, and baked goods.
- B. Confectioneries, delicatessens, restaurants and taverns.
- C. Museums.
- D. Financial institutions.
- E. Laundromat & dry cleaning.
- F. Offices for plumbing, roofing, heating contractors, decorators, upholsterers, and similar establishments.
- G. Funeral parlors and mortuaries.
- H. Shoe repair shop.
- I. Watch, television, and radio repair shops.
- J. Barber and beauty shop.
- K. Professional office, except medical or dental clinics.
- L. Retail shops.
- M. Theaters, assembly halls, concert halls and similar places of assembly.
- N. Public utilities.
- O. Single and two-family dwellings.
- P. Mixed uses i.e., commercial and residential uses combined in one (1) building.
- Q. New and used car sales including outdoor displays of vehicles.
- R. Accessory buildings and uses customarily incidental to the above Permitted Principal Uses.
- S. Off-street parking in accordance with the requirements of Section 4-109.
- T. Car Wash.
- U. Health Spa.

Sec. 11-102 PERMITTED USES SUBJECT TO SPECIAL USE PERMIT.

- A. Hotels, motels, and motor court in accordance with Section 23-105.
- B. Medical or Dental Clinics in accordance with Section 23-114.
- C. Office Developments in accordance with Section 23-115.
- D. Hospitals in accordance with Section 23-124.
- E. Bowling Alleys, skating rinks and indoor recreation facilities subject to 23-108.
- F. Gasoline filling stations as defined in Section 2-102 subject to Section 23-125.
- G. Employee/Boarding Housing in accordance with Section 23-130.
- H. Assisted Living Facility in accordance with Section 23-133. (Amended 9/04)
- I. Temporary and Seasonal Unpaved Boat Line Parking. (Amended 4/10)
- J. All open air businesses in accordance with Section 23-109. (Amended 6/16/11)

Sec. 11-103 SITE PLAN APPROVAL.

For permitted uses and uses subject to a special use permit, a site plan shall be submitted in accordance with Section 4-117.

Sec. 11-104 AREA, HEIGHT, BULK AND PLACEMENT REQUIREMENTS.

A. Lot Dimensions

- | | |
|-----------------------|---------------|
| 1. Minimum Lot width: | 50 ft. |
| 2. Minimum Lot Area: | 6,500 sq. ft. |
| 3. Max. Lot Coverage: | - |

B. Maximum Building Height

- | | |
|-------------|--|
| 1. Stories: | 4 |
| 2. Height: | 45 feet (maximum 30 feet for all structures between I-75 and Nicolet Street, which are also north of the I-75 exit #338 to protect viewshed from highway towards the downtown and the water)
(Amended 9/05) |

C. Yard Setbacks

- | | | |
|----------------|--------|--------------------|
| 1. Front: | 10 ft. | (See Sec. 22-102E) |
| 2. Sides: | 10 ft. | (See Sec. 22-102G) |
| a. Total of 2: | 20 ft. | |
| 3. Rear: | 10 ft. | (See Sec. 22-102F) |

D. Minimum Building Dimensions

- | | |
|--|----------------------------|
| 1. 1 st Floor Area (single family): | 800 sq. ft. |
| 2. 1 st Floor Area (two family): | 1,200 sq. ft. |
| 3. Principle Use 1 st Floor Area: | 500 sq. ft. (Amended 6/03) |

E. Accessory Buildings, Detached Garages

- | | |
|--------------------------------------|--|
| 1. Maximum height: | 30 ft. |
| 2. Side Yard setback: | 10 ft. (See Sec. 22-102G) |
| 3. Rear Yard setback: | 10 ft. (See Sec. 22-102F) |
| 4. Front Yard setback: | Must be no closer to front property line than an allowable or existing primary structure, whichever is the greater distance. |
| 5. Maximum floor area: | 864 sq. ft. |
| 6. Minimum distance from main bldg.: | 6 ft. |



123 W. Main St., Suite 200, Gaylord, MI 49735
989.732.8131 office
989.732.2714 fax
www.c2ae.com

August 25, 2015

Village of Mackinaw City
Mr. David White, Village Manager
102 South Huron Ave.
P.O. Box 580
Mackinaw City, MI 49701

**Re: Biere De Mac Brew Works, LLC – Micro Brewery
Site Plan Review 2015-SP-007**

Dear Mr. White,

We have reviewed the following items for the “Biere De Mac Brew Works, LLC, Micro-Brewery,” submitted by Gourdie-Fraser, Inc.:

- Site Plan Review Application (23 pages, dated August 4, 2015).
- C1.0 Cover Sheet (dated July 27, 2015)
- C1.2 Notes (dated July 27, 2015)
- C2.1 Existing Conditions & Demolition Plan (dated July 27, 2015)
- C3.1 Site Plan (dated July 27, 2015)
- C3.2 Grading, Drainage & Soil Erosion and Sedimentation Control Plan (dated July 27, 2015)
- C3.3 Utility Plan (dated July 27, 2015)
- C3.4 Landscaping Plan (dated July 27, 2015)
- C4.1 Construction Utility Details (dated July 27, 2015)
- C4.2 Construction Paving Details (dated July 27, 2015)
- C4.3 Construction Details (dated July 27, 2015)
- HydroCAD Report (6 pages, dated July 31, 2015)

Also submitted were a floor plan, elevations and exterior lighting information/cut sheets (11 pages), completed by TowerPinkster, Architects | Engineers (received from Village via email August 24, 2015).

The site is located at 219 West Jamet Street, within the Village limits, and is zoned B-1 Business District. The project consists of a proposed 4,000 sft micro-brewery with retail space. The project will share the parcel with the Wa-Watam Motel and be constructed in an open space on the site. Please note that the submittal did not address the existing motel and what use it may have in the future. The proposed project was reviewed for compliance with the current Village of Mackinaw City Zoning Ordinance adopted June 16, 2011 and as amended February 7, 2013. Specific attention was given to Section 11 B1- Business District of the Ordinance.

Review comments for consideration by the Village are as follows:

Section Reference

Comment

IV.Sec.4-109

Off -Street Parking and Loading requirement are as follows:

Table 3.1.No.35 Retail Store-One space for every 300 sft.

842 sft of Retail noted = 3 spaces required.

Total number of employee's not provided. Reviewer estimates five = five spaces required.

Total required = eight spaces.

The total parking spaces provided = eight spaces.

Complies with the Ordinance if the number of employees does not exceed 5.

The proposed 9 feet x 18 feet typical parking space complies with the Ordinance.

IV.Sec.4-109.J

This section requires buildings which will be occupied by manufacturing, storage, warehouse, group of stores, or other use similarly requiring the receipt of distribution in vehicles of materials or merchandise, in addition to all other parking requirements, off-street loading spaces shall be provided.

Please note, the proposed loading space does not align with the proposed overhead door location.

One loading space is provided on the plan. Complies with the Ordinance.

IV.Sec.4-110.A

This section requires that all two-way commercial/industrial driveways be curbed and paved. Two-way commercial/industrial driveways serving one business shall not exceed a width greater than 30 feet, nor less than 22 feet. The existing easterly angled drive along Jamet Street does not meet the requirements of section, (wider than 30 feet at ROW & not curbed). If the proposed brewery drives are analyzed separately and independent of the Wa-Watam Motel, both drives will be paved and curbed. However, the east proposed drive is wider than the maximum width of 30 feet. This drive does not comply with the Ordinance.

IV.Sec.4-110.B

With the proposed brewery, the existing easterly angled drive along Jamet Street drive will now be serving two businesses. Two-way commercial/industrial driveways serving two businesses shall not exceed a width greater than 50 feet, nor less than 35 feet. The total width of the two-way driveway at the right-of-way line is approximately 105 feet. Analyzing this driveway as serving two businesses, it does not comply with the Ordinance.

Further, there is a poor circulation pattern of the proposed easterly drive as there is no turn around area.

IV.Sec.4-111.A

Parking lots in all districts having 15 or fewer spaces shall require no landscape internal to the parking area. The proposed brewery notes eight parking spaces will be provided. No additional landscaping is required. Complies with the Ordinance.

IV.Sec 4-113.A.1

All lighting fixtures shall not exceed 20 feet in height due to the existing RM-Residential District to the south. Light fixtures shall be designed to achieve total luminary cutoff. The submittal indicates three wall packs on the building at 15 foot height and two parking lot poles at 15 foot height. Complies with the Ordinance.

- IV.Sec 4-113.B.1 & 2 Except as otherwise provided in the Zoning Ordinance, all premises used for businesses, commercial or industrial purposes shall be screened from abutting residential uses. The submittal notes a combination of visual screening fence and evergreen shrubs for visual screening that meet the Village requirements will be used along the south and west property lines. Complies with the Ordinance.
- IV.Sec 4-114 Development occurring within the RM, B1, B2, MR, MRS, MC and CR Districts shall require a minimum of 25% of parcel to be landscaped open space, also called green space. Open space areas shall be landscaped with a minimum of one evergreen tree or shrub for every 1,000 square feet of lot area, plus a minimum of one deciduous tree or shrub for every 2,000 square feet of lot area. *No deciduous or evergreen trees or shrubs shall be placed in the required setback or clear area/view shed of the B2 or MC Districts. Landscaping in the clear area/view shed of the B2 and MC Districts shall consist of ground cover only.* All Districts identified above require a minimum of 30% of the required open space to be located between the right-of-way and the building. Buildings on corner lots shall have 60% of the required open space between the building and right-of-way. All district developments identified shall meet the following requirements: (as stated in this section).
- The submittal only used the area of proposed brewery (Lots 5, 6 & 7) for landscape requirement calculations. This appears reasonable, but should be verified by the Planning Commission.
- Applying the above landscaping requirements to Lots 5, 6 & 7 only, the proposed green space would require 23 evergreen trees or shrubs and 11 deciduous trees or shrubs, for a total of 34 trees/shrubs. The submittal complies with these proposed landscaping numbers. The submittal also credits existing on-site trees toward the required numbers, including three existing 15"-21" red pine trees that may be on the adjacent property to the south. It is the opinion of the reviewer that more information is required to verify that these existing pine trees are indeed on the existing property and thus can be credited toward the required numbers. Does not comply with the Ordinance
- IV.Sec 4-115 The submittal shows a proposed enclosed dumpster with 6 foot tall vinyl screening fence. Complies with the Ordinance.
- IV.Sec 4-117.B.2a A professional review by an approved engineer was required by the Village.
- IV.Sec 4-117.C.1 A legal description of the property under consideration was not provided. Does not comply with the Ordinance.
- IV.Sec 4-117.D.11 A site construction and improvement timeline was not included. Does not comply with the Ordinance.
- IV.Sec 4-117.D.13 A Grading Plan with topographic elevations of the area was provided. Further, a HydroCAD Report for 10-yr & 25-yr storms were also provided. These reports provided minimum detention basin storage volumes for both storm events. The detention basin volume provided exceeds the minimum storage volume required for both storm events. Complies with the Ordinance.

IV.Sec 4-117.D.14 The submittal proposes a four inch diameter live tap and water service to the site. The water service material shall be DR-18 PVC or Ductile Iron, as determined by the Village. Further, the two inch diameter water service shall be Type K copper.

The submittal proposes a 6 inch diameter SDR-35 or SCH 40 PVC sanitary sewer service into the building. Please note, the sewer service material within the right of way shall be SDR-35 PVC. The submittal also proposes an Industrial/Commercial IPP Surveillance Manhole per the detail on sheet C4.1 to be placed at the right-of-way line.

With the above requirements, complies with the Ordinance.

Please note, the Developer must fully comply with the Village Sanitary Sewer Ordinance. Section 25.207 of the Ordinance also provides limitations to the sanitary sewer discharge. If at any time, the brewery is unable to maintain its effluent discharge within the limitations set forth in the Sewer Ordinance, the Village has the ability to reject the sewage, require pre-treatment of the sewage to an acceptable condition, require control over the quantities & rates of discharge or require payment to cover the added cost of handling and treating the sewage not covered by the existing taxes or sewer charges.

IV.Sec 4-117.D.18 The submittal must contain the registered seal of a professional architect, planner, landscape architect or engineer responsible for the certification of the Site Plan. Verify with Village staff that the submittal included the required seal and thus complies with the Ordinance.

IV.Sec 4-117.E.8 The site plan should be reviewed and receive approval by the local Fire Department Chief. The Village should verify that this has occurred.

XI.Sec.11-101.B Confectioneries, delicatessens, restaurants and taverns are a permitted use in the existing B1 Business District. Complies with the Ordinance.

XI.Sec.11-101.L Retail shops are a permitted use in the existing B1 Business District. Complies with the Ordinance.

XI.Sec.11-104 Elevations and miscellaneous information provided indicates that height and setback requirements have been met for the B1 Business District. (Please note, the existing Wa-Watam motel was not reviewed as part of this submittal.) However, the proposed structure complies with the Ordinance.

Please let us know if you, the Planning Commission or the Village Council have questions or comments.

Sincerely,

C2AE


Kevin Makarewicz, P.E.
Professional Engineer



September 3, 2015

c2ae
Kevin Makarewicz, P.E.
123 W. Main Street
Gaylord, MI 49735

Re: **Biere De Mac Brew Works, LLC – Micro Brewery
Site Plan Review 2015-SP-007**
219 W. Jamet Street
Village of Mackinaw City
GFA Site Plan Review Comments Response

Dear Mr. Makarewicz:

GFA has reviewed your comments made during your Site Plan Review for the proposed Biere De Mac Brew Works, LLC – Micro Brewery located in the Village of Mackinaw City. We offer the following responses:

Section Reference: IV.Sec.4-109.J

Comment:

This section requires buildings which will be occupied by manufacturing, storage, warehouse, group of stores, or other use similarly requiring the receipt of distribution in vehicles of materials or merchandise, in addition to all other parking requirements, off-street loading spaces shall be provided.

Please note, the proposed loading space does not align with the proposed overhead door location.

One loading space is provided on the plan. Complies with the Ordinance.

Response:

This comment is to be addressed by others.

Section Reference IV.Sec.4-110.A and IV.Sec.4-110.B

Comment:

This section requires that all two-way commercial/industrial driveways be curbed and paved.

Two-way commercial/industrial driveways serving one business shall not exceed a width greater than 30 feet, nor less than 22 feet. The existing easterly angled drive along Jamet Street does not meet the requirements of section, (wider than 30 feet at ROW &



not curbed). If the proposed brewery drives are analyzed separately and independent of the Wa-Watam Motel, both drives will be paved and curbed. However, the east proposed drive is wider than the maximum width of 30 feet. This drive does not comply with the Ordinance.

With the proposed brewery, the existing easterly angled drive along Jamet Street drive will now be serving two businesses. Two-way commercial/industrial driveways serving two businesses shall not exceed a width greater than 50 feet, nor less than 35 feet. The total width of the two-way driveway at the right-of-way line is approximately 105 feet. Analyzing this driveway as serving two businesses, it does not comply with the Ordinance.

Further, there is a poor circulation pattern of the proposed easterly drive as there is no turn around area.

Response:

The revised site plan contains a revised eastern entrance which is curbed and paved, and satisfies the Two-way commercial requirements. We feel that the proposed easterly drive and parking area's 25 foot deep maneuvering area between the northly edge of the parking area (along the front setback line) and the rear end of the parking spaces provides ample room for vehicles to pull into and back out of the proposed parking spaces, turn around, and exit the parking lot. The revised plan complies with the Ordinance.

Section Reference: IV.Sec 4-114

Comment:

Development occurring within the RM, B1, B2, MR, MRS, MC and CR Districts shall require a minimum of 25% of parcel to be landscaped open space, also called green space. Open space areas shall be landscaped with a minimum of one evergreen tree or shrub for every 1,000 square feet of lot area, plus a minimum of one deciduous tree or shrub for every 2,000 square feet of lot area. No deciduous or evergreen trees or shrubs shall be placed in the required setback or clear area/view shed of the B2 or MC Districts. Landscaping in the clear area/view shed of the B2 and MC Districts shall consist of ground cover only. All Districts identified above require a minimum of 30% of the required open space to be located between the right-of-way and the building. Buildings on corner lots shall have 60% of the required open space between the building and right-of-way. All district developments identified shall meet the following requirements: (as stated in this section).

The submittal only used the area of proposed brewery (Lots 5, 6 & 7) for landscape requirement calculations. This appears reasonable, but should be verified by the Planning Commission.

Applying the above landscaping requirements to Lots 5, 6 & 7 only, the proposed green space would require 23 evergreen trees or shrubs and 11 deciduous trees or shrubs, for



a total of 34 trees/shrubs. The submittal complies with these proposed landscaping numbers. The submittal also credits existing on-site trees toward the required numbers, including three existing 15"-21" red pine trees that may be on the adjacent property to the south. It is the opinion of the reviewer that more information is required to verify that these existing pine trees are indeed on the existing property and thus can be credited toward the required numbers. Does not comply with the Ordinance

Response:

The revised site plan contains (3) additional evergreen shrubs on the property. The revised plan complies with the Ordinance.

Section Reference: IV.Sec 4-117.C.1

Comment:

A legal description of the property under consideration was not provided. Does not comply with the Ordinance.

Response:

The revised site plan contains a legal description on Sheet C3.1. The revised plan complies with the Ordinance.

Section Reference: IV.Sec 4-117.D.11

Comment:

A site construction and improvement timeline was not included. Does not comply with the Ordinance.

Response:

The revised site plan contains a revised Construction Sequence and Timeline Notes section on Sheet C1.2 which now includes approximate dates of construction. The revised plan complies with the Ordinance.

Section Reference: IV.Sec 4-117.D.14

Comment:

The submittal proposes a four inch diameter live tap and water service to the site. The water service material shall be DR-18 PVC or Ductile Iron, as determined by the Village. Further, the two inch diameter water service shall be Type K copper.

The submittal proposes a 6 inch diameter SDR-35 or SCH 40 PVC sanitary sewer service into the building. Please note, the sewer service material within the right of way shall be SDR-35 PVC. The submittal also proposes an Industrial/Commercial IPP Surveillance Manhole per the detail on sheet C4.1 to be placed at the right-of-way line.

With the above requirements, complies with the Ordinance.

Please note, the Developer must fully comply with the Village Sanitary Sewer Ordinance. Section 25.207 of the Ordinance also provides limitations to the sanitary sewer



discharge. If at any time, the brewery is unable to maintain its effluent discharge within the limitations set forth in the Sewer Ordinance, the Village has the ability to reject the sewage, require pre-treatment of the sewage to an acceptable condition, require control over the quantities & rates of discharge or require payment to cover the added cost of handling and treating the sewage not covered by the existing taxes or sewer charges.

Response:

Additional notes were added or previous notes were revised on Sheet C3.3 to address the water and sanitary pipe materials. The revised plan complies with the Ordinance.

We believe that the revisions contained in this submission address the comments pertaining to GFA's work contained in the project's site plan drawing set. Any additional comments are to be addressed by others, as noted.

Should you have any questions or comments, please let us know at your earliest convenience.

Sincerely,
GFA

A handwritten signature in black ink, appearing to read 'Dave Lewis', with a stylized flourish at the end.

Dave Lewis
Surveying and Engineering Designer

Encl. Biere De Mac Brew Works, LLC – Micro Brewery – Revision 01

T:\Projects\15181\Documents\Communication\c2ae_site_plan_review_response.docx

Storm Design Biere De Mac - 073015

Type II 24-hr 10-Year Rainfall=3.21"

Prepared by GFA

Printed 07/31/2015

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Page 1

Summary for Subcatchment 1S: Site

Runoff = 0.88 cfs @ 12.07 hrs, Volume= 0.053 af, Depth> 1.86"

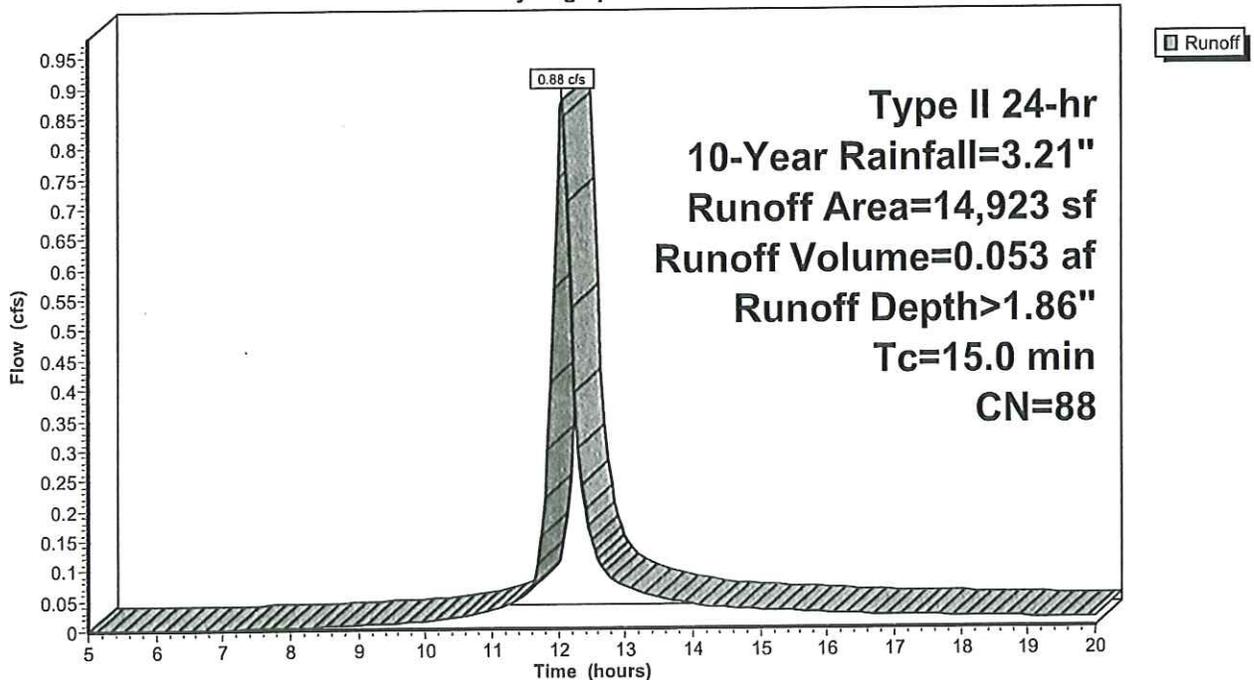
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 10-Year Rainfall=3.21"

	Area (sf)	CN	Description
*	10,705	98	Impervious, HSG B
	4,218	61	>75% Grass cover, Good, HSG B
	14,923	88	Weighted Average
	4,218		28.27% Pervious Area
	10,705		71.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry, direct

Subcatchment 1S: Site

Hydrograph



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8-4-15

Storm Design Biere De Mac - 073015

Type II 24-hr 10-Year Rainfall=3.21"

Prepared by GFA

Printed 07/31/2015

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Page 2

Summary for Pond 2P: Detention Basin

Inflow Area = 0.343 ac, 71.73% Impervious, Inflow Depth > 1.86" for 10-Year event
 Inflow = 0.88 cfs @ 12.07 hrs, Volume= 0.053 af
 Outflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Atten= 100%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 607.34' @ 20.00 hrs Surf.Area= 2,334 sf Storage= 2,312 cf

Plug-Flow detention time= (not calculated: initial storage exceeds outflow)
 Center-of-Mass det. time= (not calculated: no outflow)

Volume	Invert	Avail.Storage	Storage Description	
#1	606.10'	3,473 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	
606.10	1,419	0	0	
606.20	1,488	145	145	
606.40	1,628	312	457	
606.60	1,771	340	797	
606.80	1,918	369	1,166	
607.00	2,070	399	1,565	
607.20	2,224	429	1,994	
607.40	2,382	461	2,455	
607.60	2,544	493	2,947	
607.80	2,711	525	3,473	

RCGF
8-4-15

Storm Design Biere De Mac - 073015

Prepared by GFA

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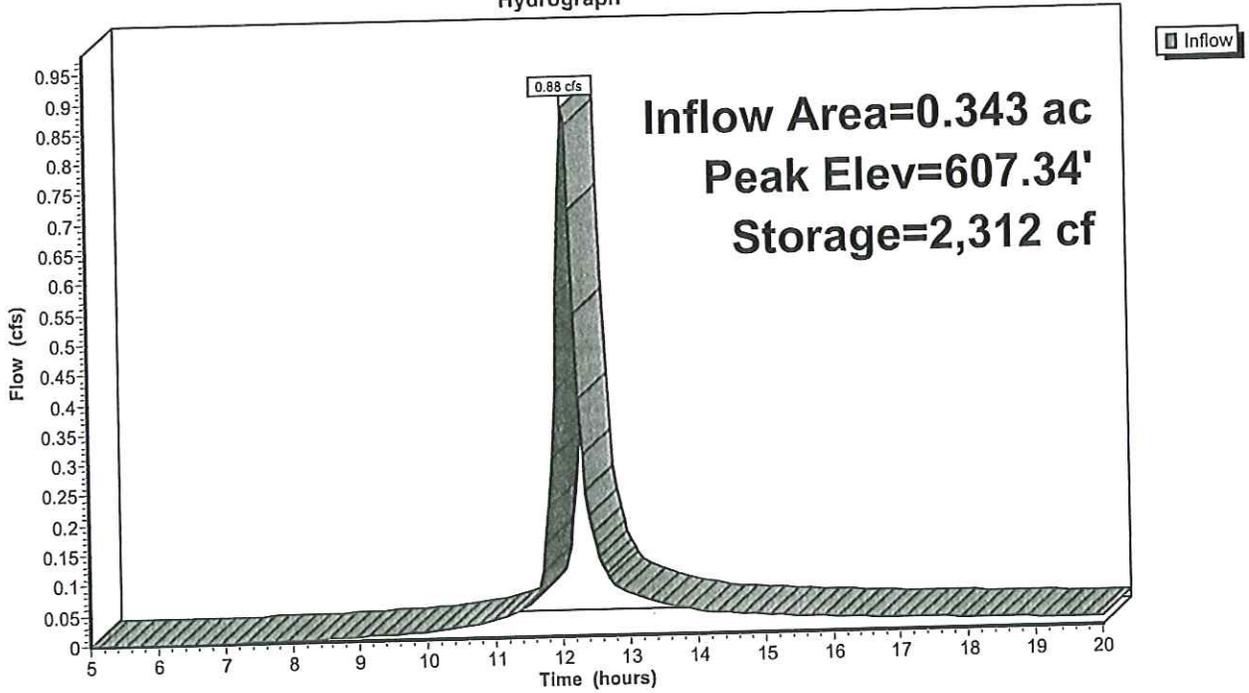
Type II 24-hr 10-Year Rainfall=3.21"

Printed 07/31/2015

Page 3

Pond 2P: Detention Basin

Hydrograph



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Storm Design Biere De Mac - 073015

Type II 24-hr 25-Year Rainfall=3.89"

Prepared by GFA

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Page 4

Summary for Subcatchment 1S: Site

Runoff = 1.14 cfs @ 12.07 hrs, Volume= 0.070 af, Depth> 2.44"

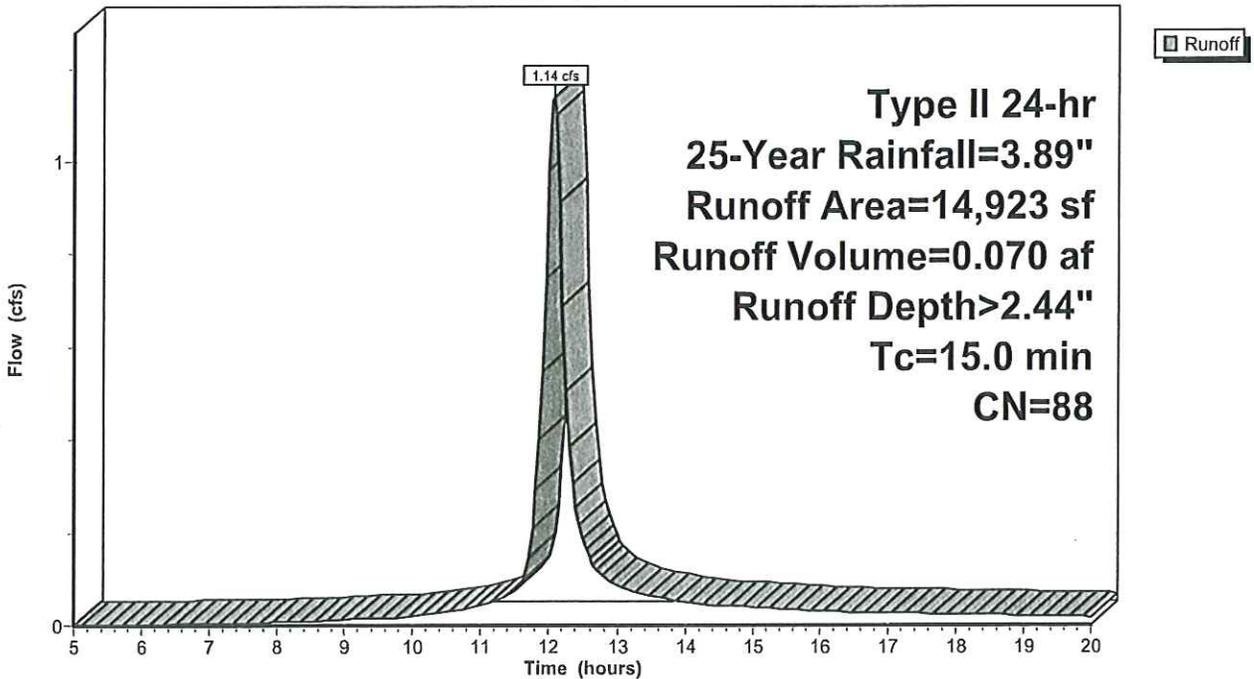
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type II 24-hr 25-Year Rainfall=3.89"

	Area (sf)	CN	Description
*	10,705	98	Impervious, HSG B
	4,218	61	>75% Grass cover, Good, HSG B
	14,923	88	Weighted Average
	4,218		28.27% Pervious Area
	10,705		71.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry, direct

Subcatchment 1S: Site

Hydrograph



8-4-15

Storm Design Biere De Mac - 073015

Type II 24-hr 25-Year Rainfall=3.89"

Prepared by GFA

Printed 07/31/2015

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Page 5

Summary for Pond 2P: Detention Basin

Inflow Area = 0.343 ac, 71.73% Impervious, Inflow Depth > 2.44" for 25-Year event
 Inflow = 1.14 cfs @ 12.07 hrs, Volume= 0.070 af
 Outflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Atten= 100%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 607.64' @ 20.00 hrs Surf.Area= 2,574 sf Storage= 3,039 cf

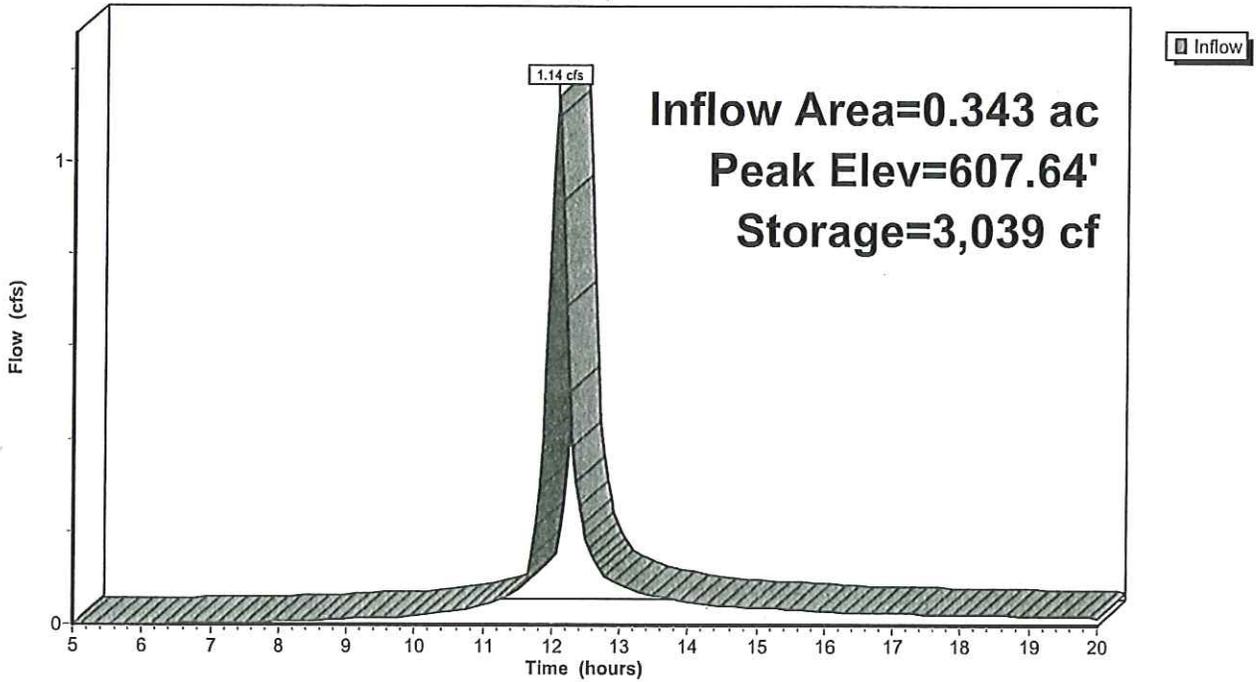
Plug-Flow detention time= (not calculated: initial storage exceeds outflow)
 Center-of-Mass det. time= (not calculated: no outflow)

Volume	Invert	Avail.Storage	Storage Description	
#1	606.10'	3,473 cf	Custom Stage Data (Prismatic) listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	
606.10	1,419	0	0	
606.20	1,488	145	145	
606.40	1,628	312	457	
606.60	1,771	340	797	
606.80	1,918	369	1,166	
607.00	2,070	399	1,565	
607.20	2,224	429	1,994	
607.40	2,382	461	2,455	
607.60	2,544	493	2,947	
607.80	2,711	525	3,473	

8-4-15

Pond 2P: Detention Basin

Hydrograph



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8-4-15

Village of Mackinaw City
Finding of Facts
Biere De Mac Brew Works, LLC
Micro Brewery
September 24, 2015

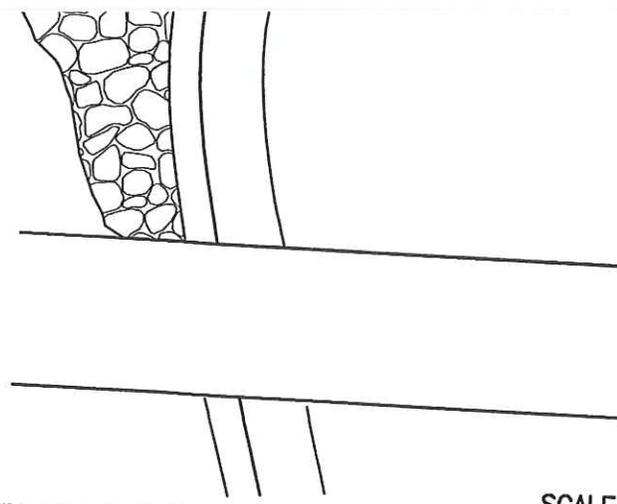
Site Plan Review: 2015-SP-007

Biere De Mac Brew Works, LLC; Micro Brewery. This property is located at 219 W Jamet St, Mackinaw City, MI 49701. Parcel number is 42-03-12-476-068 and is currently zoned B-1, Business District. The applicant would like to build a combination Tavern and Retail Shop.

Finding of Facts: Please refer to the documents provided by C2AE to review the Village Engineer's comments.

Please refer to the response from the applicant's engineer, GFA, also.

N 03°21'51" W 94.31'



SCALE

DEVIATIONS FROM THE P.U.D.

1. THERE ARE NO DEVIATIONS FROM THE APPROVED P.U.D.

CONSTRUCTION TIMELINE

- COMMENCING FOLLOWING COUNCIL APPROVAL:
- 12 WEEKS ENDING - CONSTRUCTION DRAWINGS COMPLETED
 - 24 WEEKS ENDING - CONTRACTOR SELECTED BASED ON BIDS FROM CONSTRUCTION DRAWINGS
 - 28 WEEKS ENDING - FINANCING BASED ON LOW CONTRACTOR BID PICKED
 - 40 WEEKS ENDING - UNDERGROUND AND FOOTINGS POURED
 - 64 WEEKS ENDING - STEEL FRAME COMPLETED
 - 72 WEEKS ENDING - ROUGH FRAMING COMPLETED
 - 76 WEEKS ENDING - ROOF COMPLETED
 - 80 WEEKS ENDING - WINDOWS INSTALLED
 - 108 WEEKS ENDING - KITCHEN INSTALLED
 - 114 WEEKS ENDING - EXTERIOR FINISHES COMPLETED
 - 114 WEEKS ENDING - SITE COMPLETED
 - 115 WEEKS ENDING - READY FOR OCCUPANCY PERMIT INSPECTION BY ALL AGENCIES

Original →

UTILITIES OWNERSHIP

1. ALL UTILITIES SHALL BE INSTALLED AS REQUIRED BY LOCAL AND STATE CODES.
2. WATER MAIN FROM PROPERTY LINE INWARD WILL BE OWNED AND MAINTAINED WILL BE BY P.U.D. .
3. SANITARY SEWER FROM PROPERTY LINE INWARD SHALL BE OWNED AND MAINTAINED BY THE P.U.D.
4. EXISTING AND RE-ROUTED STORM SEWER TO BE OWNED AND MAINTAINED BY THE VILLAGE.

EASEMENTS OF RECORD

NO EASEMENTS OF RECORD EXIST FOR THE STORM SEWER. THE VILLAGE SHALL PLACE STORM SEWER EASEMENT ALONG THE CENTERLINE OF THE RE-ROUTED PORTION OF THE STORM SEWER AFTER PLACEMENT AND VERIFIED BY THE VILLAGE.

FIRE SUPPRESSION: THE RESTAURANT/RETAIL BUILDING SHALL BE EQUIPPED WITH FIRE SUPPRESSION CONFORMING TO N.F.P.A. 13.

LANDSCAPE R

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PARKING REQUI

PRINCIPAL USES IN PUD

MC MARINA OPERATIONS

PARKING PROVIDED:

LANDSCAPE PLAI



707 North Huron - Suite #2, P.O. Box 548 Mackinaw City, Michigan 49701
Phone 231.436.7376 archforum@sbcglobal.net
fax 508.657.9591

August 21, 2015

Village of Mackinaw City
Mr. Fred Thompson, Zoning Administrator
102 South Huron Ave.
P.O. Box 580
Mackinaw City, MI 49701

Re: Humbard Dock Development PUD Construction Timeline Extension

This letter is in response to the request to extend the construction timeline which was approved in the final room adjustments based on the following:

1. Footing design was delayed due to sub-soil investigation and testing of materials. This delay was due to the presence of frost in the soil continuing into the spring later than anticipated.
2. Site access for sub-soil investigation was further delayed due to Village Paving Contractor use of site during the South Huron paving process.
3. Existing and re-routed storm sewer easement has not been recorded therefore no knowledge of placement around footing can be determined.
4. Specific elements of construction can only be built during non-winter months based on daily temperatures.

These unforeseen delays have pushed the completion of the footing design into late summer. The site preparation has begun however completion of the footings prior to winter conditions will likely not be accomplished. The winter conditions will present an undesirable construction conditions therefore the extension is needed for a more reasonable completion date. We are therefore requesting the following adjustment for approval:

ADJUSTED CONSTRUCTION TIMELINE

COMMENCING FOLLOWING COUNCIL APPROVAL

This time line assumes and is dependent on the Village having the sewer easement in place by September 30th, 2015.

- 31 WEEKS ENDING - CONSTRUCTION DRAWINGS COMPLETED.
- 43 WEEKS ENDING - CONTRACTOR SELECTED BASED ON BIDS FROM CONSTRUCTION DRAWINGS.
- 64 WEEKS ENDING - FINANCING BASED ON LOW CONTRACTOR BID PACK.
- 78 WEEKS ENDING - UNDERGROUND AND FOOTINGS POURED.
- 94 WEEKS ENDING - STEEL FRAME COMPLETE.
- 128 WEEKS ENDING - ROUGH FRAMING COMPLETED.
- 137 WEEKS ENDING - ROOF COMPLETED.
- 147 WEEKS ENDING - WINDOWS INSTALLED.
- 168 WEEKS ENDING - KITCHEN INSTALLED.
- 172 WEEKS ENDING - EXTERIOR FINISHES COMPLETED.
- 172 WEEKS ENDING - SITE COMPLETED.
- 173 WEEKS ENDING - READY FOR OCCUPANCY PERMIT INSPECTION BY ALL AGENCIES.

If you have any questions regarding our request please contact us.

Respectfully submitted,

David McFarland

David McFarland - Project Director
The Architect Forum



Expansion of existing structures less than three hundred (300) sq. feet and parking areas less than ten (10) spaces taking place less than five (5) years apart on the same parcel shall be subject to formal Site Plan approval as based on the provisions set forth herein.

B. Submission Requirements. All site plans, as required by this Ordinance, shall be submitted to the Village with enough copies for each Planning Commissioner and Village Trustee. The Village Zoning Administrator shall adhere to the following procedures in the review of the site plan:

1. For variance requests, the site plan shall be reviewed by both the Planning Commission and Zoning Board of Appeals with the decision made by the Zoning Board of Appeals.
2. All other site plan reviews shall use the following procedures:
 - a. Professional review by approved architect or engineer as required by the Zoning Administrator. The cost of review will be passed along to the applicant. No zoning permit will be issued until this fee is paid.
 - b. The Planning Commission shall review the Site Plan at its next regularly scheduled meeting. One (1) copy of the initial draft of the site plan and a property survey by a registered surveyor must be submitted to the Village by the first day of the month in order to be on the Planning Commission's agenda for that regular monthly meeting. If the first day of the month falls on a weekend or holiday, the site plan shall be submitted the next regular business day. The Planning Commission may elect to postpone a decision on a pending Site Plan to the next regularly scheduled meeting if the Site Plan is determined to be incomplete.
 - c. The Planning Commission shall recommend to Village Council for their final decision, with specified changes and/or conditions, or disapprove the applicant's request, using the standards described in Section 4-117E of this Ordinance.
 - d. Conditions or changes stipulated by the Planning Commission shall be recorded in the minutes of the meeting and made available to the applicant in writing. The sealed copy of the approved site plan shall contain the approval date and signature of the Zoning Administrator.
 - e. Of the copies submitted, one (1) shall be retained by the Zoning Administrator's office and one (1) returned to the applicant.

C. The following information shall accompany all site plans submitted for review:

1. A legal description of the property under consideration, including the Property Tax Identification number.

12. A ten (10) year storm event study shall be provided for each development based on Michigan Department of Transportation and American Association of State Highway Transportation Officials Standards (MDOT and AASHTO). A grading plan with topographic elevations of the area shall also be provided.
 13. Size and location of proposed sewer and water lines and connections.
 14. The number of proposed units (or multiple family developments).
 15. Significant environmental features such as wetlands, shoreline, streams, wood lots, existing trees and vegetation.
 16. Information as may be required by the Planning Commission and Village Council to assist in the consideration of the proposed development.
 17. Site Plans must contain the registered seal of a professional architect, planner, landscape architect or engineer responsible for the certification of the Site Plan.
- E. In order that building, open space and landscaping will be in harmony with other structures and improvements in the area, and to assure that no undesirable health, safety, noise and traffic conditions will result from the development, the Planning Commission shall determine whether the site plan meets the following criteria, unless the Planning Commission determines that one (1) or more of such criteria are inapplicable:
1. The vehicular transportation system shall provide for circulation throughout the site and for efficient ingress and egress to all parts of the site by fire and safety equipment.
 2. Pedestrian walkways shall be provided as deemed necessary by the Planning Commission for separating pedestrian and vehicular traffic.
 3. Recreation and open space areas shall be provided in all multiple family residential developments.
 4. The site plan shall indicate compliance with the district requirements for minimum floor space, height of building, lot size, yard space, density and all other requirements, including applicable special use requirements, as set forth in the Village of Mackinaw City Zoning Ordinance, unless otherwise provided.
 5. The requirements for fencing, walks, and other protective barriers shall be complied with as provided in the Zoning Ordinance of the Village of Mackinaw City and as deemed appropriate by the Planning Commission.
 6. Adequate storage space shall be provided for the use therein.
 7. Security measures shall be provided as deemed necessary by the Police Chief for resident protection in all multiple family residential developments.