

AGENDA
REGULAR MEETING OF THE CARO CITY COUNCIL
December 6, 2021 7:30 P.M.

CALL TO ORDER (Pledge of Allegiance)

AGENDA APPROVAL

PUBLIC COMMENTS/VISITORS:

COMMUNICATION:

1. Planning Commission Minutes – Approved - October 26, 2021
2. Planning Commission Minutes – Approved – November 9, 2021
3. Planning Commission Minutes – Unapproved – November 23, 2021
4. Charter Communications – Upcoming Changes

CONSENT AGENDA:

1. Regular Council Minutes – November 15, 2021
2. Invoices ✓

REGULAR AGENDA: (action required)

1. Schedule 2022 Council Meetings
2. Boards & Committee Re-Appointments
3. Parks & Recreation Committee Application
4. Air Advantage LLC – Right-of-Way Permit

ITEMS PENDING/POSTPONED: None

COMMITTEE/LIAISON POSITION REPORTS: None

MAYOR'S REPORT – Written report submitted

MANAGER COMMENTS – Written report submitted.

CLERK'S REPORT – Written report submitted.

ADDITIONAL PUBLIC COMMENTS

ADJOURN

.....

City of Caro Planning Commission

Regular meeting held October 26, 2021 called to order at 7:00 p.m. by Chairman Carpenter.

Present: Bill Bortel, Mike Carpenter, Bob Eschenbacher, Bud Kreh, Mike Laethem, Al Michell, Art Rollend, Herb Sheardy and Denise Steffen.

Absent:none

Others in Attendance: Matt Lane - City Manager, Joe Greene - City Mayor, Rita Papp- City Clerk and Caitlyn Habben-Rowe

Bortel/Eschenbacher moved to approve the minutes of October 12, 2021 as written. Motion carried.

No public comment.

Caitlyn presented the Parks and Recreation, Community Description and Infrastructure sections of the Master Plan. The Commission would like to also include Caro's Agriculture aspects.

No public comment

Steffen/Sheardy moved to adjourn at 8:03 p.m.

Respectfully submitted by Denise Steffen, Secretary

City of Caro Planning Commission

Regular meeting held November 9, 2021 called to order at 7:00 p.m. by Vice-Chairman Bortel

Present: Bill Bortel, Mike Carpenter, Bob Eschenbacher, Bud Kreh, Mike Laethem, Art Rollend, Herb Sheardy, Denise Steffen and Al Michel.

Absent: none

Others in Attendance: Matt Lane - City Manager, Joe Greene - City Mayor, Chris Grzenkowicz-Desine Inc., Andrew Shaw-ALDI Director of Real Estate and Mike Slocum - member HOH Board.

Laethem / Eschenbacher moved to approve the minutes of October 26, 2021 as written. Motion carried.

No public comment.

Mike Slocum was available to answer questions on the House of Hope initial Site Plan presentation. The Site Plan was not in the standard required by the City of Caro. It is an Historical property, but no changes are being proposed to the outside of the building. The dumpster as depicted would require City approval. The bedrooms are not labeled as such. The Planning Commission can't act on the Special Condition Use Permit until the Site Plan is approved. The Site Plan must be compliant before it may be presented. The applicant intends to bring a revised Site Plan to the January 10, 2022 meeting.

Tanya Eschenbacher hopes the members of the community will remain positive regarding the men's shelter.

Ron Anderson said there is no question regarding the need for a men's shelter. He feels the location in the business district is not ideal.

Chris Grzenkowicz was available to answer questions from the Review letter of the proposed ALDI Food Market #112. The area marked future expansion on the Site Plan will remain as grass until such time that expansion is considered. He also addressed the water main and utilities. Lighting is proposed at 29 feet. The City maximum is 25 feet. The lighting plan will either need to be modified and changed on the plan or a ZBA variance to remain at 29 feet must be requested. The dumpster will be recessed at the back of the truck well. The retaining wall can be raised a few feet to get to six feet of coverage as required. There are a number of existing mature trees on the property that will stay. The question is, will the Planning Commission accept the Landscape Plan? The Commission agreed to accept the Landscape Plan.

Carpenter/ Eschenbacher moved to approve the ALDI Site Plan contingent upon compliance with the Review comments and the City's review of utilities, noting the Planning Commission's acceptance of the Landscape Plan. Motion carried.

Tanya Eschenbacher reiterated her previous comment on the need to stay positive about the men's shelter. Ron Anderson asked who will regulate House of Hope after they are up and running.

Lewis Sayers commented the location in the downtown area is good since most residents don't have transportation.

Steffen/Eschenbacher moved to adjourn at 8:07 p.m.

Respectfully submitted by Denise Steffen, Secretary

CITY OF CARO PLANNING COMMISSION

Regular meeting held November 23, 2021 called to order by Vice-Chairman Bortel at 7:00 p.m.

Present: Bill Bortel, Bernard Kreh, Mike Laethem, Al Michel, Art Rollend, Herb Sheardy and Denise Steffen

Absent: Mike Carpenter and Bob Eschenbacher

Others in Attendance: Mathew Lane-City Manager

Sheardy/Rollend moved to approve the minutes of November 9, 2021 with the addition of Mike Laethem to the attendance. Motion carried.

No Public Comment

Steffen/Kreh moved to nominate Mike Carpenter as Chairman for 2022. Roll call: Unanimous. Motion carried.

Steffen/Sheardy moved to nominate Bill Bortel as Vice-Chairman for 2022. Roll call: Unanimous. Motion carried.

Laethem/Kreh moved to nominate Denise Steffen as Secretary for 2022. Roll call: Unanimous. Motion carried.

Matt Lane presented the By-Laws with suggested revisions.

Sheardy/Michel moved to forward a recommendation for approval of the By-Laws as presented to City Council. Roll call: unanimous. Motion carried

Michel/Sheardy moved to cancel the December meetings due to no pending business. Motion carried.

No Public Comment

Steffen/Laethem moved to adjourn at 7:31 p.m. Motion carried.

Respectfully submitted by Denise Steffen, Secretary.



November 29, 2021

T1 P1 170*****AUTO**ALL FOR AADC 480

City of Caro
317 S. State Street
Caro, MI 48723-1725



Re: Charter Communications - Upcoming Changes

Dear Franchise Official:

Spectrum Mid-America, LLC ("Spectrum"), locally known as Spectrum, has been informed of the following changes to the Vassar, MI channel lineup serving your community effective on or around December 31, 2021:

- DIY Network on Spectrum Basic will rebrand from **DIY Network** to the **Magnolia Channel**.
- Bulldog Shopping Network on Spectrum Basic will rebrand from **Bulldog Shopping Network** to **Victory Channel**.
- **NBC Sports Network** on Spectrum Basic will cease operation.

To view a current Spectrum channel lineup visit www.spectrum.com/channels.

If you should have any questions about this change, please free to contact me at (810) 652-1422.

Sincerely,

Karen Coronado

Karen Coronado
Manager, State Government Affairs, Michigan
Charter Communications

CITY OF CARO REGULAR COUNCIL MINUTES

Mayor Pro Tem Bob Eschenbacher called the regular meeting of the City Council to order on November 15, 2021, at 7:30 p.m. in the Council Chambers.

Present: Mayor Pro Tem: Bob Eschenbacher, Council: Emily Campbell, Don Hall, Tisha Jones-Holubec, and Jill White

Absent: Mayor Joe Greene, Kory Batschke

Others: Matthew Lane – City Manager, Rita Papp – Clerk, Michele Perry – Treasurer, and other guests.

AGENDA APPROVAL

21-M-231

Motion by Jones-Holubec, seconded by Campbell to approve the agenda as presented.
Motion Carried.

PUBLIC COMMENT/VISITORS: None

COMMUNICATIONS:

1. DDA Meeting Minutes – Unapproved – November 10, 2021
2. Indianfields Township Resolution to Amend Water Franchise Agreement
3. CD Renewals – Team One Credit Union, Independent Bank, & Huntington Bank

CONSENT AGENDA:

1. Regular Council Minutes – November 1, 2021
2. Invoices
3. Department Reports (****Report at Second Meeting Only**)
 - A. Police Report – Chief Brian Newcomb
 - B. Fire Report – Chief Randall Heckroth
 - C. Code Enforcement – Chief Randall Heckroth
 - D. DPW/Water Reports – None
 - E. WWTP – None
 - F. Municipal Parking Violations Bureau Report – Rita Papp

21-M-232

Motion by White, seconded by Campbell to approve the consent agenda as presented including amended invoices and addition of # 2 – Gingerbread Festival Event Requests & # 3 – DDA Recommendation on Hometown Heroes Banners.

Motion Carried.

REGULAR AGENDA: (action required)

1. **Schedule Finance Committee of the Whole Meeting** – Scheduled for December 6, 2021, 6:30 p.m. for audit presentation from Anderson, Tuckey, Bernhardt, & Doran PC.
2. **Gingerbread Festival Event Requests**

21-M-233

Motion by Hall, seconded by White to accept the request and approve the Gingerbread Festival Event Requests as presented.

Motion carried

3. DDA Recommendation on HHH Banners

21-M-234

Motion by Hall, seconded by Jones-Holubec to accept the recommendation of the DDA and approve the Hometown Heroes Banner Project for a two (2) year period and allow the City Manager to sign and execute any and all documents required to move forward.

Motion carried

ITEMS PENDING/POSTPONED: None

COMMITTEE/LIAISON POSITION REPORTS:

1. Economic Development Corporation (Greene) – No report.
2. Chamber of Commerce (Manager) – Assisting the Chamber Director with advertising and events, Chamber will receive a matching grant for up to \$9,000.00 from Consumers Energy for a gift card program, working with the Chamber on the Small Business Saturday event.
3. Downtown Development Authority (Hall) – Meeting was held November 10, 2021. Discussed Hometown Heroes Banner program and Small Business Saturday event.
4. Fair Board (White) – Excited that Parks & Recreation is working with the Fair Board.
5. Parks & Recreation (White) – Fall clean up at the Fairgrounds is complete, the 5-year plan is in progress, the public open house was attended well.
6. Planning Commission (Eschenbacher) – Meeting was held November 9, 2021. House of Hope plans were sent back for adjustments, ALDI was approved with administrative contingencies, ALDI tentative plan is to be open by December 2022.
7. Tuscola County Board of Commissioners (Jones-Holubec) – Read minutes during Council meeting and stated that the 911 Dispatch Director is retiring.
8. Zoning Board of Appeals (Greene) – No report.
9. Indianfields Township (Greene) – No report.
10. Almer Township (Campbell) – Did not attend meeting.

MAYOR'S REPORT – Not received.

MANAGER'S COMMENTS – Written report submitted

Highlighted – Ad Hoc Committee for the Putman Water project met. Committee will be working on an amended franchise agreement for the Putman Water project and work on a global process going forward. Information will be presented to Indianfields Township when completed. Had a meeting with MMR requesting financial information and will meet again this week to obtain requested financial information. Council questioned the person squatting in the vacant home that City of Caro owns. City manager is working on an eviction notice and has shut off water due to nonpayment.

CLERK'S REPORT – Written report submitted – No additions.

TREASURER'S REPORT – Written report submitted.

Highlighted – CIVIC software will be updated December 7th or 8th, 2021. Update will take $\frac{1}{2}$ day to complete. Discussed the CDs that are coming due at the various financial institutions. Treasurer is concerned with the amount of various fees imposed by Huntington Bank. Treasurer and City Manager will work together to explore other banking options and will bring information to the next finance committee. The County will work with the Treasurer to print tax bills through KCI. This will save the City of Caro up to \$1,700.00.

21-M-235

Motion by White, seconded by Jones-Holubec to authorize the Treasurer to renew the CDs at Team One Credit Union as presented, to authorize Treasurer to renew the Independent Bank CDs as presented, and to move four CDs from Huntington Bank to Team One Credit Union.

Motion carried

Finance Committee is scheduled for January 17, 2022, 6:30 p.m. to review Quarterly Financials and other necessary business.

ADDITIONAL PUBLIC COMMENT:

Al Michel – Inquired on the amount that fair brought in. Councilor White to gather that information for him. Also commented on Huntington Bank concerns.

Herb Sheardy - Commented on Huntington Bank concerns.

Jan Finkbeiner, Hometown Heroes Banners – She will know if she received the grant by next week.

Mike Carpenter – Stated that the horse barn roof is completed at the fairgrounds. Mayor Pro Tem Eschenbacher asked the status of Lincoln Street paving. Mike stated that the subbase got wet, and they have a meeting with the contractor on Wednesday. Mayor Pro Tem Eschenbacher asked about the status of the sidewalk project. Mike stated it is about 1/3 completed. The project will resume in the spring.

21-M-336

Motion by White, seconded by Hall to adjourn the meeting at 8:37 p.m.

Motion carried.

Rita Papp

City Clerk

GL Period	Chk Issue Date	Check No	Vendor No	Payee	Amount
11/21	11/30/2021	71876	2578	EVEAN GUNSELL	30.00- V
11/21	11/30/2021	72064	2584	DON DOYLE	30.00- V
11/21	11/30/2021	73292	2584	DON DOYLE	30.00- V
11/21	11/30/2021	73318	1011	RANDY MARTIN	30.00- V
11/21	11/30/2021	73440	2584	DON DOYLE	30.00- V
12/21	12/01/2021	74427	240	U.S. POSTMASTER	512.55
12/21	12/06/2021	74428	2403	ADVANCE AUTO PARTS	121.38
12/21	12/06/2021	74429	47	AFLAC	693.57
12/21	12/06/2021	74430	2439	AIR ADVANTAGE LLC	58.00
12/21	12/06/2021	74431	2817	AMAZON CAPITAL SERVICES	692.63
12/21	12/06/2021	74432	2580	AUTO-WARES GROUP	24.88
12/21	12/06/2021	74433	590	BELL - WASIK, INC.	674.12
12/21	12/06/2021	74434	177	BRENTWOOD GRAPHICS	218.00
12/21	12/06/2021	74435	2358	BULLET AUTO & TRUCK SVS C	150.00
12/21	12/06/2021	74436	2755	CAPITAL ONE	530.44
12/21	12/06/2021	74437	233	CARTER LUMBER	111.99
12/21	12/06/2021	74438	1297	CITY OF CARO	2,021.38
12/21	12/06/2021	74439	319	CONSUMERS ENERGY	2,923.56
12/21	12/06/2021	74440	2584	DON DOYLE	90.00
12/21	12/06/2021	74441	388	DTE ENERGY	21,846.14
12/21	12/06/2021	74442	1920	DUNN HARDWARE & SUPPLY, I	59.83
12/21	12/06/2021	74443	447	ENVIRONMENTAL RESOURCE	2,730.00
12/21	12/06/2021	74444	2578	EVEAN GUNSELL	30.00
12/21	12/06/2021	74445	2150	FIRST BANKCARD	2,971.31
12/21	12/06/2021	74446	1711	GAMBLES DO IT BEST HARDW	528.39
12/21	12/06/2021	74447	226	HIRSCHMAN OIL SUPPLY INC	1,474.18
12/21	12/06/2021	74448	1838	HOTSY OF MID-MICHIGAN, INC.	618.50
12/21	12/06/2021	74449	2702	KRISTAL'S HELPING HAND LLC	1,420.00
12/21	12/06/2021	74450	2731	LAUREN AMELLAL	111.44
12/21	12/06/2021	74451	2534	M TECH COMPANY	482.43
12/21	12/06/2021	74452	2591	MESSA	27,076.03
12/21	12/06/2021	74453	812	MICHIGAN CAT	480.01
12/21	12/06/2021	74454	883	MICHIGAN MUNICIPAL LEAGUE	279.24
12/21	12/06/2021	74455	830	MICHIGAN PIPE & VALVE-SAGI	800.00
12/21	12/06/2021	74456	821	MICHIGAN STATE FIREMEN'S A	75.00
12/21	12/06/2021	74457	873	MISS DIG SYSTEM, INC.	1,774.15
12/21	12/06/2021	74458	2563	MONCHILOV SEWER SERVICE	650.00
12/21	12/06/2021	74459	1727	OFFICE DEPOT	387.24
12/21	12/06/2021	74460	2706	PARAGON LABORATORIES	202.00
12/21	12/06/2021	74461	972	PITNEY BOWES INC	531.24
12/21	12/06/2021	74462	998	PURCHASE POWER	500.00
12/21	12/06/2021	74463	999	PVS TECHNOLOGIES, INC.	6,745.78
12/21	12/06/2021	74464	2642	R&R TECHNICAL SERVICES	1,422.00
12/21	12/06/2021	74465	1010	RANDALL HECKROTH	124.13
12/21	12/06/2021	74466	1011	RANDY MARTIN	30.00
12/21	12/06/2021	74467	2191	RASMUSSEN TRUCKING SERVI	613.37
12/21	12/06/2021	74468	1087	SERV-A-PURE COMPANY	784.87
12/21	12/06/2021	74469	1126	STATE OF MICHIGAN	36.00
12/21	12/06/2021	74470	2480	SUPERFLEET MASTERCARD P	1,890.93
12/21	12/06/2021	74471	2569	TEAM FINANCIAL GROUP	299.00
12/21	12/06/2021	74472	1189	THUMB CELLULAR	123.90
12/21	12/06/2021	74473	1190	THUMB MEAT MARKET LLC	17.90
12/21	12/06/2021	74474	1212	TRACTOR SUPPLY COMPANY	507.92

M = Manual Check, V = Void Check

CITY OF CARO

Check Register
Check Issue Dates: 11/16/2021 - 12/6/2021

Page: 2
Dec 03, 2021 11:26AM

GL Period	Chk Issue Date	Check No	Vendor No	Payee	Amount
12/21	12/06/2021	74475	1234	TUSCOLA COUNTY	2,438.59
12/21	12/06/2021	74476	17	TUSCOLA COUNTY ADVERTISE	1,231.00
12/21	12/06/2021	74477	240	U.S. POSTMASTER	240.00
12/21	12/06/2021	74478	1254	UIS SCADA	4,200.34
12/21	12/06/2021	74479	2482	UNIFIRST CORPORATION	297.62
12/21	12/06/2021	74480	1271	USA BLUEBOOK	51.96
12/21	12/06/2021	74481	2644	WATER SOLUTIONS UNLIMITED	507.50
12/21	12/06/2021	74482	2007	WITMER PUBLIC SAFETY GRO	296.55
Grand Totals:					<u>95,558.99</u>

Report Criteria:

Report type: Summary

**2022 SCHEDULE OF REGULAR MEETINGS OF THE CITY OF CARO COMMON COUNCIL
HELD AT 7:30 P.M. ON THE FOLLOWING DATES:**

2022			
*JANUARY	4th & 17th	FEBRUARY	7th & 21st
MARCH	7th & 21st	APRIL	4th & 18th
**MAY	2nd & 16th	JUNE	6th & 20th
*JULY	5th & 18th	**AUGUST	1st & 15th
*SEPTEMBER	6th & 19th	OCTOBER	3rd & 17th
**NOVEMBER	7th & 21st	DECEMBER	5th & 19th

.....

This notice is given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976.

Rita Papp
City of Caro Clerk

***Changes due to holiday office closures:**

January 3rd closed for New Year's Day

July 4th closed for Independence Day

September 5th closed for Labor Day

****Dates subject to change due to elections:**

May 2nd – day before May election if held

August 1st – day before Primary election

November 7th – day before General election

CITY OF CARO

MANAGER
MATTHEW LANE
CLERK
RITA PAPP
TREASURER
VACANT
ATTORNEY
LAURA GENOVICH

317 South State Street
Caro MI 48723
Phone 989-673-2226
Fax 989-673-7310
Website www.carocity.net

MAYOR
JOE GREENE
CITY COUNCIL
BOB ESCHENBACHER
DON HALL
TISHA JONES-HOLUBEC
JILL WHITE
EMILY CAMPBELL
KORY BATSCHEKE

TO: City Council
FROM: Rita Papp – City Clerk
SUBJECT: Boards & Committee Re-Appointments
& Parks & Recreation Committee New Application
DATE: December 6, 2021

Planning Commission - Herb Sheardy expressed interest in continuing his service on the Planning Commission.

I recommend re-appointing Herb Sheardy to the Planning Commission for a 3-term. Term will expire November 2024.

Downtown Development Authority – Richard Ransford expressed a verbal interest in continuing his service on the Downtown Development Authority.

I recommend re-appointing Richard Ransford to the Downtown Development Authority for a 4-year term. Term will expire November 2025.

Zoning Board of Appeals – Thomas Striffler expressed interest in continuing his service on the Zoning Board of Appeals.

I recommend re-appointing Thomas Striffler to the Zoning Board of Appeals for a 3-year term. Term will expire November 2024.

Parks and Recreation – Sean Smith expressed a verbal interest in continuing his service on Parks & Recreation.

I recommend re-appointing Sean Smith to the Parks & Recreation Committee for a 3-year term. Term to expire November 2024.

Parks & Recreation Committee – Pamela Iseler expressed interest in serving on the Parks & Recreation Committee. Application is attached.

September 26, 2021

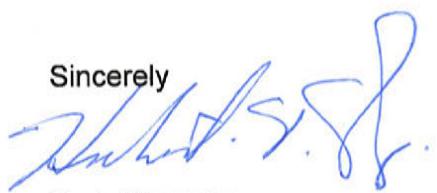
City of Caro
317 S. State Street
Caro, MI 48723

To home it my concern,

Interest of Re-Appointment to: the Caro Planning Commission.

It would be my pleasure to continual to serve the City of Caro, on its Planning Commission.

Sincerely

A handwritten signature in blue ink, appearing to read "H. S. Sheardy".

Herb Sheardy

Rita Papp

From: Tom Striffler <tstriff@gmail.com>
Sent: Monday, November 22, 2021 11:22 AM
To: Rita Papp
Subject: ZBA

Rita,
I am willing to continue serving on the Zoning Board of Appeals.
Tom Striffler
537 Meadow Dr.
Caro, MI 48723

Rita Papp

From: Sean Smith <seansmith0604@gmail.com>
Sent: Wednesday, November 24, 2021 9:29 AM
To: Rita Papp
Subject: Re: Parks & Recreation Committee

Hi Rita,

I am still interested in serving for the next three years. At some point I may end up moving out of the city to a property in one of the townships, but until that happens (and I believe I will become ineligible to serve at that point) I am happy to continue to serve on the Parks and Recreation Committee.

Hope you and the family have Great Thanksgiving!!!

Sean

On Mon, Nov 22, 2021 at 3:02 PM Rita Papp <rpapp@carocity.net> <<mailto:rpapp@carocity.net>> wrote:

Good Afternoon,

If I remember correctly, I believe you said you would like to continue serving on the Parks & Recreation Committee. Would you still be interested in serving for another 3 years? The City of Caro needs you. 😊

Please let me know as I am starting the agenda for the December 6, 2021 Council Meeting. I am recommending re-appointments at that meeting.

Thank you so much!



CITY OF CARO

317 S. State St.
Caro, MI 48723
www.carocity.net

City of Caro Committee Appointment Application

Applicant Information

Full Name: Iseler Pamela S Date: 11-04-2021
Last *First* *M.I.*

Phone: _____ Email: _____

Committee(s)/Position(s) **Parks and Recreation**
Applying for:

Are you a citizen of The City of Caro? YES NO Have you ever worked for the City of Caro? YES NO

Have you served on any committees, boards or commissions in the past? YES NO If Yes, please explain: Caro Police Department

Do you currently serve on any other Committees, YES NO If Yes, please explain:
Commissions or Boards? If Yes, please explain:

Please describe your qualifications and/or experience for this appointment consideration: Property owner within the City, with an interest in the continued growth of the City.

Employment Information

Please list your current or most recent employment information:

Company: Caro Police Department

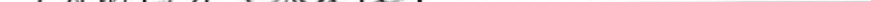
Job Title: Secretary/Office Manager/Dispatcher
Duties: All clerical duties, prepared and submitted all Court documents, dispatched local police units

Please Indicate Any Additional City or Care Committees You Would be Interested in Serving On:

Downtown Development Authority (DDA) Historical Commission Small Urban Planning
 Parks & Recreation City Council Election Inspector/Poll Worker
 Zoning Board of Appeals (ZBA) Tuscola Airport Authority Other _____
 Planning Commission Board of Review Other _____

Disclaimer and Signature

*I certify that my answers are true and complete to the best of my knowledge.
If this application leads to appointment, I understand that false or misleading information in my application may result in my release.*

Signature:  Date: 11-04-2021

**Please Attach any additional necessary documentation i.e. Letter of Intent, Certifications, References, etc. to this Application*

<u>CITY COUNCIL</u>		<u>COUNCIL LIAISON POSITIONS</u>		<u>CITY STAFF</u>	
<u>COUNCIL COMMITTEES</u>		<u>PLANNING COMMISSION</u>		<u>ZONING BOARD OF APPEALS 3 YR</u>	
Joseph Greene	Mayor	11-22	Finance	Greene	Matthew Lane
Bob Eschenbacher	Pro Tem	11-22	Chair: Eschenbacher, White, Batschke	Manager	Rita Papp
Tisha Jones-Holubec		11-22	Personnel	Hall	Michele Perry
Emily Campbell		11-24	Chair: Eschenbacher, Hall, Campbell	White	Laura Genovich
Don Hall		11-22	Policy	Eschenbacher	Brian Newcomb
Jill White		11-24	Chair: White, Batschke, Greene	Greene	Randall Heckroth
Kathy Batschke		11-24	Capital Projects	Jones-Holubec	VACANT
			Chair: Hall, White, Jones-Holubec	White	Randall Heckroth
				Greene	VACANT
				Campbell	Waste Water
					EDC
					CHAMBER OF COMMERCE
					DDA
					PARKS & RECREATION
					PLANNING COMMISSION
					ZONING BOARD OF APPEALS
					TUSCOLA COUNTY BOARD
					OF COMMISSIONERS
					FAIR BOARD
					INDIANFIELDS TWP
					ALMER TWP
<u>DDA/BROWNFIELD AUTH.</u>		<u>PARKS & RECREATION</u>		<u>3 YR</u>	
Mike Bauerschmidt, Chair	11-23	Sean Smith	11-24	Mike Carpenter	11-22
Jeremy Kuhne	11-22	Leroy Hayward	11-22	Denise Steffen	11-22
VACANT	11-25	Tanya Batschke	11-23	Bill Bortel	11-23
Tom Bardwell	11-23	Jeffrey Molby	11-22	Michael Laethem	11-23
Rick Farris	11-24	VACANT	11-24	VACANT	VACANT
Evan Osentoski	11-24	Sue Ellen Greenlee	11-23	Art Rollend	11-23
Dick Ransford	11-25	Christopher Phillips	11-22	VACANT	11-22
Ross Downing	11-22	White	Liaison	Herb Sheardy	11-24
Rita Papp	Sec/Clerk	Admin-of		Eschenbacher	Liaison
Matthew Lane		Admin-of			
Hall		Liaison			
<u>BOARD OF REVIEW</u>		<u>3 YR</u>		<u>TUSCOLA AIRPORT AUTHORITY</u>	
Karen Snider	01-24	Richard Pouliot, Chair		Richard Pouliot, Chair	
Joseph Zinger	01-22	Joe Greene-Treasurer		Joe Greene-Treasurer	
Ed Hodgkinson	01-23	Jim Mantey		Caro	Caro
		Jim Tussey		Almer Twp.	Almer Twp.
		Eric Zbytowski		Ellington Twp.	Ellington Twp.
		Russ Speirs			

11/09/2021

METRO Act Permit
Bilateral Form
Revised 12/06/02

RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 **Definitions**

- 1.1 Company shall mean Air Advantage, LLC organized under the laws of the State of State of Michigan whose address is 465 N Franklin, Suite C, Frankenmuth, MI 48734.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean City of Caro, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
 - 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
 - 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
 - 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Alan Chizmadia, 465 N Franklin, Suite C, Frankenmuth, MI 48734, achizmadia@airadvantage.net, 989-798-5499.
 - 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is 465 N Franklin, Suite C, Frankenmuth, MI, 989-652-9500, Alan Chizmadia.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Leroy Koglin, CTO, 465 N Franklin, Suite C, Frankenmuth MI 48734, lkoglin@airadvantage.net, 989-274-1196.
 - 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Alan Chizmadia, 465 N Franklin, Suite C, Frankenmuth, MI 48734, achizmadia@airadvantage.net, 989-798-5499.
 - 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.
 - 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the

burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.

4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into

contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may

hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.

4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.

4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear

on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).

6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or

7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of

its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to: City of Caro, 317 S State St, Caro, MI 48723

12.1.2 If to Company, to: Air Advantage, LLC, Attn: Scott A. Zimmer, 465 N. Franklin, Suite C, Frankenmuth, MI 48734, with a copy to John W. Crowe, Williams Williams Rattner & Plunkett P.C., 380 North Old Woodward Avenue, Suite 300, Birmingham, Michigan 48009.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Caro

Attest:

By: _____
Clerk

By: _____
Its: _____
Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

Air Advantage, LLC



By: Scott A. Zimmer

Its: President/CEO

Date: 9/10/2021

::ODMA\PCDOCS\GRR\759319\6

CITY OF CARO

MANAGER
MATTHEW LANE
CLERK
RITA PAPP
TREASURER
VACANT
ATTORNEY
LAURA GENOVICH

317 South State Street
Caro MI 48723
Phone 989-673-2226
Fax 989-673-7310
Website www.carocity.net

MAYOR
JOE GREENE
CITY COUNCIL
BOB ESCHENBACHER
DON HALL
TISHA JONES-HOLUBEC
JILL WHITE
EMILY CAMPBELL
KORY BATSCHEKE

TO: City Council
FROM: Rita Papp – City Clerk
SUBJECT: Clerk's Report
DATE: December 6, 2021

- Processed 11 FOIA's during this period.
- Continuing to review Boards and Commission Appointment vacancies.
- Received 3 application for DDA Board and 1 for Parks & Recreation Committee.
- Open enrollment period has ended for our health care insurance, MESSA. We had a few changes and information has been updated in payroll.
- Completed an employee meeting with our Mission Square/ICMA representative, Nicholas Rea on November 23, 2021. We had 4 employees attend.
- DDA Meeting for December 8th is cancelled. Members have been notified via email.
- Board of Review Meeting is scheduled for December 14, 2021, at 9:00 a.m.
- Sworn in Karen Snider for her new role on the Board of Review.
- Continuing to assist Lauren & Stacey with the Caro Cash Program.