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According to the Attorney General, interrupting a public meeting in Michigan with hate speech or profanity could result in criminal charges under several State statutes relating to Fraudulent Access to a Computer or Network (MCL 752.797) and/or Malicious Use of Electronics Communication (MCL 750.540).

According to the US Attorney for Eastern Michigan, Federal charges may include disrupting a public meeting, computer intrusion, using a computer to commit a crime, hate crimes, fraud, or transmitting threatening communications.

Public meetings are being monitored and violations of statutes will be prosecuted.

CITY COUNCIL

April 20, 2020

1. Call to Order - 7:00 P.M. – Virtual meeting from remote locations
2. Recitation - Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Proclamation
 - (a) Hear proclamation concerning Earth Day
 - (b) Hear proclamation honoring essential workers
5. Presentation – Hear presentation by District Library Director Valerie Meyerson concerning the Petoskey District Library 2019 Annual Report
6. Consent Agenda – Adoption of a proposed resolution that would confirm approval of the following:
 - (a) April 9, 2020 special session City Council meeting minutes
 - (b) Acknowledge receipt of a report concerning certain administrative transactions since April 9, 2020
7. City Manager Updates

8. Old Business

- (a) Acknowledge the addition of voter-approved ballot language to the City's recreational marijuana opt-out ordinance
- (b) Hear Livable Petoskey Master Plan update

9. New Business

- (a) Adopt the proposed resolution that would amend the Standard Pole Attachment License Agreement
- (b) Authorize contracting with Davey Resource Group, Inc., Kent, Ohio, in the amount of \$15,600 for City tree inventory and management plan

10. Miscellaneous Public Comments

11. City Council Comments

12. Adjournment



Earth Day 2020

WHEREAS, in this year of 2020 as we celebrate the 50th anniversary of Earth Day, most scientific research, both here and abroad, informs us that our global community now faces extraordinary challenges such as increasingly numerous extreme weather events, environmental and climate changes, food and water shortages and global health issues; and

WHEREAS, Earth Day was founded in 1970 as an American day of education and action regarding environmental issues, but which is now celebrated with a global focus on green issues of importance to all peoples, regardless of race, gender, income or geography who have a moral right to a healthy, sustainable environment; and

WHEREAS, it is understood that the citizens of our global community must step forward and take action to create positive change to combat these global changes; and

WHEREAS, a sustainable environment can be achieved on the individual level through educational efforts, public policy and consumer behavioral changes; and

WHEREAS, it is necessary to broaden and diversify the environmental movement to achieve maximum success:

NOW, THEREFORE, BE IT RESOLVED, that I, John Murphy, Mayor of the City of Petoskey, hereby declare to use this Earth Day, April 22, 2020, as a reminder of our duty to serve in the best interests of our constituents by supporting environmental initiatives in the City of Petoskey and encourage others to undertake similar actions.

Dated this 20th day of April, 2020

Mayor John Murphy



Honoring Essential Workers and Proclaiming the Week of April 20, 2020 as Essential Worker's Week

WHEREAS, it is recognized that some employees are essential and must continue to work to keep and protect our community's strength and well-being regardless of the circumstances that we are currently presented with; and

WHEREAS, there exists a State of Emergency in our nation, state and municipality that is affecting all our communities because of the COVID-19 novel coronavirus; and

WHEREAS, some examples of essential workers include but are not limited to: health care/public health workers; EMS and first responders; public safety officers; postal workers; public transit employees; farmers/agricultural workers; news media employees; grocery store employees; restaurant staff; custodian and sanitation workers; banks and financial institution personnel; truck drivers/delivery services workers; and gas station/convenience store personnel; and

WHEREAS, workers in our community place themselves at risk each day for the good of all; and

WHEREAS, the people of the City of Petoskey are grateful for the efforts of all essential workers and in their debt:

NOW, THEREFORE, in consideration of the foregoing, as Mayor of the City of Petoskey, I hereby proclaim the week beginning April 20, 2020 as essential worker's week. On behalf of the citizens of Petoskey I sincerely thank all essential workers for the vital work they do during the coronavirus pandemic.

Dated this 20th day of April, 2020

Mayor John Murphy



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: April 20, 2020

PREPARED: April 15, 2020

AGENDA SUBJECT: Petoskey District Library Presentation

RECOMMENDATION: That the City Council hear this presentation

Background District Library Director Valerie Meyerson will give a brief presentation to the City Council concerning the Petoskey District Library. The 2019 Annual Report is enclosed for your review.

sb
Enclosure

Annual Report—2019

Director's Message:



What a year! While we attempted to make 2019 a year of no change, many things happened anyway. First and foremost, our staff was awarded the State Librarians Citation of Excellence, for their dedication to providing outstanding customer service. It was quite an honor to be recognized on the State level for the work we do for our community.

Public Libraries are staff driven organizations and are only as good as the people that work in them. Our staff here in Petoskey took seriously the goal of becoming a "Yes" library. Now that we know how great that is—they are 100% on board for our next round of goals.

We worked hard at creating our new mission statement and utilizing public input to come up with our action plan. The new mission of the Petoskey District Library: nurture knowledge, drive discovery, and connect community—will carry us well into the future. You will be hearing and seeing more of this while we embark on a re-branding project this year (supported through a generous grant from the Petoskey-Harbor Springs Area Community Foundation) and work towards providing value to our community.

~Valerie Meyerson

Digital Update:

Our overall circulation of materials was up 6%, but our digital collection increased usage 25%. There are several reasons for this increase: more people have devices; our applications are easier to use; our content is improving; people's comfort level with digital content is increasing. If you haven't checked out a digital book, audio book or movie—stop in and we'll show you how!

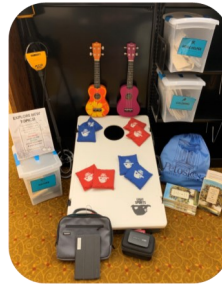
Petoskey

DISTRICT LIBRARY

Service Additions:

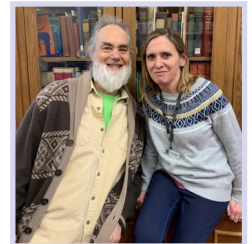
Summer of 2019 was the inaugural year of our **Adult Summer Reading Program!** 237 people signed up with 108 completing at least one bingo to earn the very popular ceramic PDL mug. Look for a new Adult Reading Bingo Card this summer!

(Lynne P., winner of the grand prize drawing)



The **Library of Things** was formally introduced. We now provide ukuleles, bocce ball, corn hole, a metal detector, fly rods, telescope, exploration kits, and games. 2020 will see this collection continue to grow.

Drew Cherven passed the Adult Services Librarian torch to Mary Beauchamp. Drew spent 22 years with the library prior to his retirement. Lucky for us, Drew will continue to assist at the reference desk on Tuesdays.



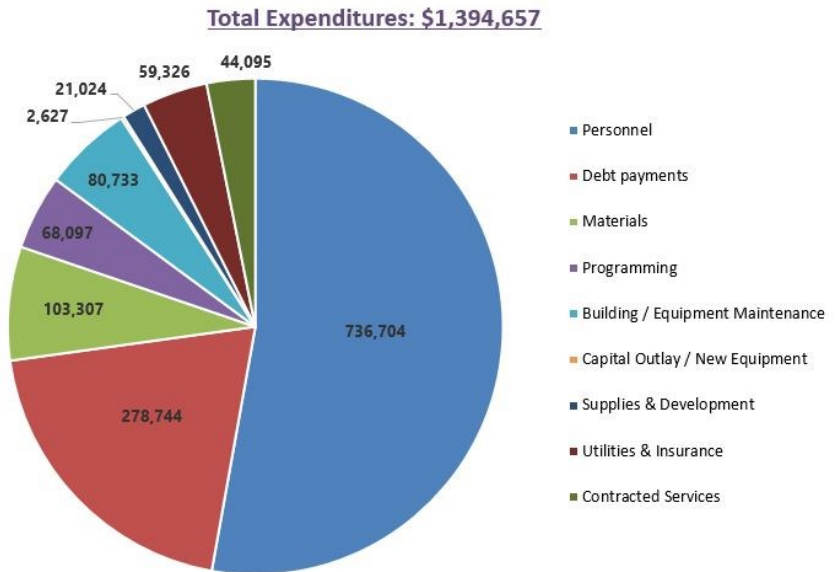
Nurturing Knowledge!

Driving Discovery!

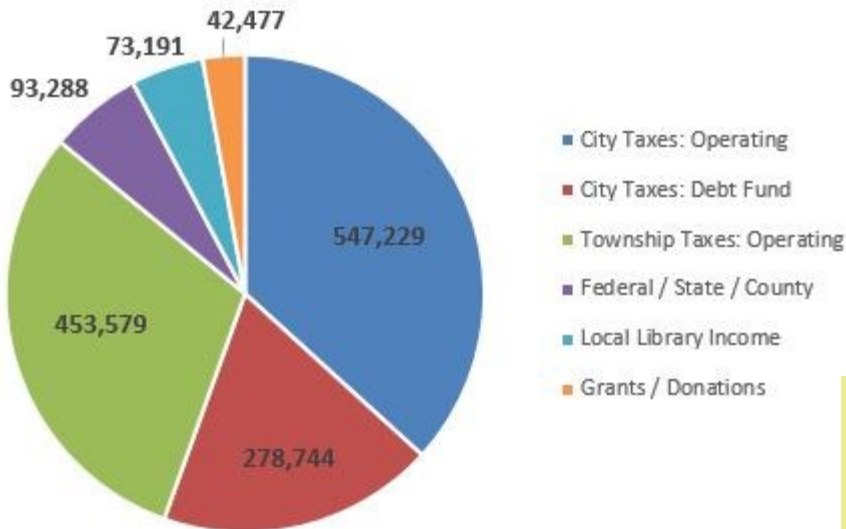
We saw a 4% increase in our registered library card users to 7,572!

4,820 kids attended 390 programs.

Our circulation increased 6% over last year, for a total of 175,363 items borrowed!



Total Revenues: \$1,488,508



102,224 people come in to the library!

5,799 adults attended 271 programs.

Volunteers provided 1,650 hours of service!

Our book delivery system is more popular than ever. We lent 18,654 items to other libraries and borrowed 21,705!

Pre-audited, **year-end fund balances:**

- General Fund Balance: \$ 678,000
- Building Reserve Fund Balance: \$ 273,000

Current debt on the library: \$ 2,170,000 and the Building Bonds will be paid off in 2028.

Connecting Community!



The Growing Readers Together program, a three pronged approach to supporting our youngest readers, is flourishing. To date we have tutored 87 K-3 grade students. Last fall we

were able to graduate 20% of the students off of their Individual Reading Improvement Plans—which was a higher percentage than the general school population.



The community prizes were big hits for summer reading this year. The teens enjoy their gaming table & the younger kids love the color floor tiles.

What's Next?

Fine Free—As 2019 drew to a close, we looked forward to welcoming back many patrons who have stopped using the library because of overdue fines.



Starting January 1, 2020, overdue fines are no longer being charged on most items. In addition, most patrons' existing overdue balances were wiped clean to give them a fresh start to the year. We cleaned up 1,709 patron records!

Re-Branding—We will be working this winter and spring on creating a new look for the library and this fall we will be updating our website. The goal of this project is to have more immediate recognition of library programs and events, make our website more user friendly, and to help spread the word to the underserved.

Yes to our Seniors!

Lisa Scholl, Children's and Outreach Librarian expanded her senior reach this year. Lisa now visits six different senior living facilities and brings books and conversation to many senior residents. Lisa's ability to converse with seniors one day and then host our Babies and Books program the next—is remarkable. She truly hits both ends of our patron base.

Yes to Youth!



We continue our partnership with the Great Lakes Chamber Orchestra bringing instruments and classical music to kids and families on the first Saturdays through out the school year.

Circulation of juvenile materials increased 3% and now represent 46% of the total library circulation!



Baby Prom was a fun celebration with all our little ones in the "1,000 Books Before Kindergarten" program. There are 256 kids participating and to date, 47 kids have read 1,000 books or more!

Petoskey District Library

Library Board of Trustees

Ann Ingles, *President*
John Smith, *Vice-President*
Jodi Adams, *Secretary*
Sue Fantini, *Treasurer*
Ken Winter, *Member-at-Large*

Library Staff

Valerie Meyerson, *Library Director*
Mary Sue Prantera, *Technology Supervisor*
Neil Ahrens, *Facility Manager*
Sarah Biskup, *Programming Librarian*

Circulation:

Jodi Haven, *Public Services Librarian*
Library Assistants:
Holly Angileri, Patty Grace, Isaac Green,
Vira Heise, Mary Hohlbein, Jane Mooradian,
Mary Kay Olmsted, Marty Samson, Kate Scollin
Library Assistant Substitutes:
Judy Harvey, Jennifer Rigby

Youth Services:

Megan Goedge, *Youth Services Librarian*
Lisa Scholl, *Children's Librarian*
Nisa Kessler, *Teen Services Librarian*
Nicole Russell, *Teen & Makerspace Assistant*
Amy Chambers, *Library Assistant*

Reference Services:

Mary Beauchamp, *Adult Services Librarian*
Donna Smith, *Library Assistant*
Drew Cherven, *Librarian*

Friends of the Library Board

Anne Lewis, *President*
Lynnet Johnson, *Vice-President*
Ann Ingles, *Secretary pro tem*
Joyce Hutto-Nolan, *Treasurer*
Ann Barfknecht, Merry Baxter, Carrie Corbin,
Jane Damschroder, Mary Daniels, Suzanne LaBeau,
Ethel Larsen, Sue Moffat, Gayle Mroczkowski,
Carolyn Switzer

231-758-3100
library@petoskeylibrary.org

Values —Defined

Welcoming – we strive to be an inclusive and safe environment where all patrons are treated equitably, with kindness and empathy.

Dedicated – we are reliable and knowledgeable and ready to provide answers.

Community – we provide a clean, comfortable space for all and strive to be an integral part of the greater Petoskey area.

Discovery – we are a place to explore, have questions answered, find new joys, and continue life-long learning through books and programs.

Resources – we provide materials in a variety of formats for reading, learning, and entertainment.

The place for answers, enrichment and community.



Megan Goedge, Children's Librarian, spent many weeks in a continuing education certification program studying Instructional Practices for Early Literacy.

Hours:

Mon—Thurs: 10:00—7:00
Fri & Sat: 10:00—5:00
Sun: Noon—5:00

500 E. Mitchell St
Petoskey, MI 49770
www.petoskeylibrary.org



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: April 20, 2020

PREPARED: April 16, 2020

AGENDA SUBJECT: Consent Agenda Resolution

RECOMMENDATION: That the City Council approve this proposed resolution

The City Council will be asked to adopt a resolution that would approve the following consent agenda items:

- (1) Draft minutes of the April 9, 2020 special session City Council meetings; and
- (2) Acknowledge receipt of a report from the City Manager concerning all checks that have been issued since April 9, 2020 for contract and vendor claims at \$532,202.06, intergovernmental claims at \$71,104.96, and the April 16 payroll at \$195,712.32 for a total of \$799,019.34.

sb
Enclosures



CITY COUNCIL

April 9, 2020

A special meeting of the City of Petoskey City Council was held from virtual locations on Thursday, April 9, 2020. This meeting was called to order at 5:00 P.M.; then, after a recitation of the Pledge of Allegiance to the Flag of the United States of America, a roll call then determined that the following were

Present: John Murphy, Mayor
Kate Marshall, City Councilmember
Suzanne Shumway, City Councilmember
Brian Wagner, City Councilmember
Lindsey Walker, City Councilmember

Absent: None

Also in attendance were City Manager Rob Straebel, Clerk-Treasurer Alan Terry and Executive Assistant Sarah Bek.

Mayor Murphy reviewed guidelines and instructions on how the virtual meetings will be conducted and stated procedures and laws concerning public comment.

Hear Petoskey Unites Proclamation

Mayor Murphy read the following proclamation:

WHEREAS, the citizens of the City of Petoskey, along with the rest of Michigan, are facing an extraordinary time of disruption in their daily lives and routines due to the COVID-19 outbreak and the "Stay Home Stay Safe" Executive Order (EO 2020-21); and

WHEREAS, in addition to the physical health, the mental and emotional well-being for Petoskey residents is of paramount importance to the City Council and the community; and

WHEREAS, the Mayor and City Council feel it is important that the City provide a coordinated activity whereby all residents and families can come together in an effort to show unity for neighbors and friends:

NOW, THEREFORE, I, John Murphy, Mayor of Petoskey, do hereby proclaim the start of the "Petoskey Unites" community initiative where every Friday and Saturday evening at 7:00 P.M. residents and families are encouraged to come out of their homes, wave to neighbors, visually check in with each other, and generally provide comfort and safely interact with each other within the guidelines of proper social distancing.

Consent Agenda - Resolution No. 19391

Following introduction of the consent agenda for this meeting of April 9, 2020, City Councilmember Marshall moved that, seconded by City Councilmember Wagner adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby confirms that the draft minutes of the March 16, 2020 regular session City Council meeting be and are hereby approved; and

BE IT RESOLVED that receipt by the City Council of a report concerning all checks that had been issued since March 16, 2020 for contract and vendor claims at \$928,838.39, intergovernmental claims at \$0, and the March 19 and April 2 payrolls at \$403,663.30, for a total of \$1,332,501.69 be and is hereby acknowledged.

Said resolution was adopted by the following vote:

AYES: Marshall, Shumway, Wagner, Walker, Murphy (5)

NAYS: None (0)

Hear City Manager Updates

The City Manager reported that voters approved additional language for the City's recreational marijuana opt-out ordinance on March 10, 2020 and the new language will be brought forward for the Mayor to acknowledge at the regular April 20 meeting; that the City has not received any applications for medical marijuana provisioning centers as of today, but that the Clerk's office has fielded many questions from potential applications with the deadline date of April 22, 2020; that contractors working for MDOT will begin a landscaping project on the north side of the highway from Lake Street to Boulder Lane on the week of April 20 and that the work is essential to stabilize steep slope areas from potential future erosion; reviewed update on Little Traverse Wheelway closure; that the City has postponed the Kalamazoo Avenue Street reconstruction project to comply with "Stay Home Stay Safe" regulations and social distancing requirements; and reviewed coronavirus update and actions the City has taken to mitigate crisis.

City Councilmembers inquired if the medical marijuana application deadline would be extended past April 22 due to pandemic or if there were no applications submitted; heard from those thanking staff for their efforts during the health crisis; and the Mayor made a statement on COVID-19 and the importance of essential workers.

The City Clerk responded that the medical marijuana application deadline would not be extended, but if there were less than three applications then process remains open.

Approve Virtual Meetings Due to Coronavirus Pandemic – Resolution 19392

The City Manager reviewed that on March 18, 2020 Governor Whitmer issued Executive Order 2020-15 to suspend rules and procedures relating to physical presence at meetings and hearings of public bodies to allow public bodies to continue to conduct business during the COVID-19 emergency and the general public to continue to participate in government decision making without unduly compromising public health, safety and welfare; that staff prepared general information concerning virtual meetings that outlined how to view, participate and how virtual meetings would be conducted; that the City is using Zoom as the platform for City Council meetings; and that Council was being asked to authorize City meetings to be held by telephone or other electronic means as set forth in Executive Order 2020-15.

City Councilmember Wagner moved that, seconded by City Councilmember Walker adoption of the following resolution:

Establishing Rules for Remote Attendance by City Councilmembers and other City Public Bodies and Members of the Public at Meetings Due to Coronavirus Pandemic

WHEREAS, on March 10, 2020, Governor Whitmer declared a state of emergency as a result of the coronavirus outbreak; and

WHEREAS, on March 11, 2020, the World Health Organization declared the coronavirus outbreak a pandemic; and

WHEREAS, on March 13, 2020, the President declared a National Emergency as a result of the coronavirus outbreak; and

WHEREAS, the Michigan Department of Health and Human Services (MDHHS) has issued Interim Recommendations for COVID-19 Community Mitigation Strategies; and

WHEREAS, such strategies include encouraging staff to tele-work when feasible and implementing social distancing measures as feasible, including limiting in-person meetings, and to limit large work-related gatherings; and

WHEREAS, on March 18, 2020, Governor Whitmer issued Executive Order 2020-15 to suspend rules and procedures relating to physical presence at meetings and hearings of public bodies to allow for public bodies to continue to conduct public business during the COVID-19 emergency and the general public to continue to participate in government decision making without unduly compromising public health, safety, and welfare; and

WHEREAS, to implement MDHHS's mitigation strategies, allow the City Council and all other City boards, commissions, and committees (hereinafter referred to collectively as "Public Bodies") to continue public business, and to allow the public to attend meetings of the Public Bodies remotely if they desire, consistent and in compliance with Executive Order 2020-15, the City Council desires to establish rules to authorize and allow its members and members of the public to attend meetings of the Public Bodies by telephone or other electronic means as set forth in this Resolution;

NOW THEREFORE BE IT RESOLVED, that the City Council immediately authorizes its members and members of the public to attend all meetings of Public Bodies by telephone or other electronic means and establishes rules as follows:

A. NOTICE OF MEETINGS:

1. For every meeting to be held remotely pursuant to this Resolution, the City Clerk shall post on the homepage of City's website in a conspicuous location and at the City of Petoskey City Hall, 101 East Lake Street, Petoskey, the following:
 - a. An explanation of why the Public Body is meeting remotely.
 - b. Contact information for all members of the Public Body along with information about how the public may contact the member(s) to provide input on any business that will come before the Public Body.
 - c. The dial-in conference number or other necessary information for members of the public to utilize in order to access the meeting remotely.
 - d. The agenda for the meeting at least 18 hours prior to the meeting.
 - e. Procedures by which persons with disabilities may participate in the meeting.
2. If any meeting includes a public hearing, all material that will be considered by the Public Body at the public hearing shall be posted or linked on the homepage of the City's website in a conspicuous location or as otherwise required by law. If timely, City staff will make every effort to include written public comments received by the Public Body for the public hearing.

B. CONDUCT OF THE MEETING:

1. The telephone or other electronic technology being utilized shall allow the members of the Public Body to communicate to any other member in attendance and any member of the public or staff attending. Members of the public shall be allowed to communicate to the Public Body or staff during public comment.
2. A members' remote attendance shall be considered attendance for the purpose of establishing a quorum.

3. Any vote by a member participating remotely pursuant to this resolution shall be counted in the total number of votes for any matter and shall not be held invalid for the reason that it was cast by a member remotely.
4. If any member is participating remotely, all votes on any matter shall be taken by roll call vote.
5. Adjournment of a meeting shall occur only on a roll call vote of the Public Body.
6. For closed sessions conducted under this policy, each member and authorized attendee of the closed session shall not allow anyone else to hear or view the closed session. All members and authorized attendees of the closed session shall affirm, before the closed session begins, that they are in compliance with this subsection.
7. Emails, texting, or other forms of electronic communication by or between members during the meeting shall not be allowed.
8. If an email, text or other form of electronic communication is received by a member of the Public Body by 5:00 P.M. on the day of the meeting related to any item on the agenda for the meeting, and the sender requests such, the email, text, or other electronic communication may be read by the member of the Public Body receiving the communication if the receiver becomes aware of the message in time, during the agenda item and it shall be addressed by the Public Body as appropriate during the meeting. The City Clerk shall also follow this subsection.

C. ATTENDANCE BY MEMBERS OF THE PUBLIC:

1. Immediately after calling the meeting to order, the City Clerk or other designated facilitator shall ensure that the dial-in number or other means of conducting the meeting remotely is working. If the dial-in number or other means of conducting the meeting remotely is not working, the meeting shall be immediately adjourned by the Mayor of the meeting without any decision or deliberation on any matter.
2. If any member of the public is attending remotely, each member of the public shall be provided an opportunity to provide public comment during a public comment portion of the agenda. Such opportunity shall be given by the Mayor or designated facilitator asking individuals who are attending the meeting whether they have any public comment.
3. If any member of the public is attending, and a closed session is called by the Public Body as permitted by the Open Meetings Act, a separate call in number or other electronic means of remotely participating shall be available for the Public Body to utilize for a closed session that is not available to the public, the Mayor shall clearly indicate at what point in the agenda the closed session will occur, the projected length of the closed session, that the public will not be able to hear the Public Body or provide comment during the closed session, and the Public Body shall return to the public meeting following closed session to adjourn the meeting or take other action as necessary.

BE IT FURTHER RESOLVED, this Resolution is intended to establish rules for and authorize participation by remote access by members of the Public Body and attendance by remote access by members of the public in the interest of the public health, safety, and welfare during the coronavirus outbreak while preserving meaningful access to meetings and communication for Public Body members and members of the public, including members of the press and other news media.

BE IT RESOLVED, in the event of a conflict between this Resolution and the Rules of the City Council, or other Public Body the terms of this Resolution shall control.

BE IT RESOLVED, this Resolution shall be effective immediately and shall remain in effect until April 15, 2020 at 11:59 P.M. or so long as Executive Order 2020-15 is in effect, whichever is longer.

Said resolution was adopted by the following vote:

AYES: Marshall, Shumway, Wagner, Walker, Murphy (5)

NAYS: None (0)

Approve Moratorium on Hotels, B&B's and Short-Term Rentals – Resolution No. 19393

The City Manager reviewed that Governor Whitmer passed Executive Order 2020-21 that directs, subject to exceptions for activities necessary to sustain or protect life, or activities to support businesses and operations that are necessary to sustain or protect life, all individuals currently living within the State of Michigan are ordered to stay home at their place of residence; that the Northwest Michigan Health Department also issued a directive for all individuals from areas outside of Northern Michigan should self-quarantine for 14 days upon entering and residing in Northern Michigan; that staff believed approving new licenses for hotels, bed and breakfasts and short-term vacation rentals in the City at this time is contrary to the intent of the Executive Order; and reviewed the number of licenses issued and not issued to-date.

City Councilmembers inquired if there would have to be a resolution to remove moratorium; inquired if the three licensed properties would have to cease operations; heard comments clarifying that licenses are annual renewals; and the Mayor commented that once the “Stay Home Stay Safe” order is lifted that the moratorium would be lifted.

The City Attorney reviewed that the duration of the moratorium should include state legislature language in the resolution and that the three properties with current licenses could still operate.

City Councilmember Shumway moved that, seconded by City Councilmember Marshall adoption of the following resolution including state legislature language:

RESOLUTION REGARDING A MORATORIUM ON ISSUANCE OF LICENSES FOR HOTELS, BED AND BREAKFASTS AND SHORT-TERM VACATION RENTALS

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death and is easily spread from person to person, with older adults and those with chronic health conditions being at particular risk; and

WHEREAS, there is an increased risk of rapid spread of COVID-19 among persons in close proximity to one another; and

WHEREAS, there is currently no approved vaccine or antiviral treatment for this disease, which has been confirmed through medical testing to be present and spreading throughout the State of Michigan; and

WHEREAS, Governor Whitmer has declared a state of emergency and has issued several Executive Orders to prevent the state's health care system from being overwhelmed, to allow time for the production of critical test kits, ventilators, and personal protective equipment, and to avoid needless deaths, including the restriction for citizens to stay at home or in their place of residence and to limit travel; and

WHEREAS, other areas of the State and areas outside the State are reporting higher incidents of COVID-19 higher than what are believed to currently exist in the City of Petoskey; and

WHEREAS, the City of Petoskey permits its citizens pursuant to Chapter 6 of the City of Petoskey Ordinances to apply for a license to operate a hotel, bed and breakfast or short-term vacation rental, which promotes seasonal tourism to the City and results in an influx of a large amount of visitors to the City; and

WHEREAS, the City has received a large number of applications for such licenses, which are currently in various phases of the application process and for which licenses have not yet been granted; and

WHEREAS, the City's ability to process the applications and conduct the necessary related property inspections is restricted due to the Executive Orders of the Governor limiting in-person contact and business where not necessary to sustain or protect life; and

WHEREAS, it has been deemed it is in the best interest of the City to protect the health, safety, and welfare of its residents by decreasing the potential for COVID-19 to spread through the City through reasonable measures to reduce personal contact and travel that is not necessary to sustain or protect life; and

WHEREAS, a moratorium on the granting of hotel, bed and breakfast and short-term vacation rental licenses is narrow, reasonable and otherwise appropriate means to further the City's interest in protecting the health, safety, and welfare of residents in this regard; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby imposes a moratorium on the review of applications and the granting of licenses to operate a hotel, bed and breakfast or short-term vacation rental, and suspends the issuance of any such licenses for the duration of Executive Order 2020-21 and any subsequent Executive Order extending the duration of the Governor's order for individuals to stay at home or their place of residence, or any equivalent order from the state legislature or federal government.

This moratorium does not affect the validity of any unexpired licenses issued prior to this resolution. Any applications for hotel, bed and breakfast or short-term vacation rental licenses that are pending review at the time of this moratorium shall be suspended until the expiration of this moratorium, at which time the review process shall resume for those applications. New applications may be submitted during the moratorium but will not be processed until its expiration.

This resolution shall have immediate effect.

Said resolution was adopted by the following vote:

AYES: Marshall, Shumway, Wagner, Walker, Murphy (5)

NAYS: None (0)

Hear Public Comment

Mayor Murphy asked for public comments and there were no comments.

Council Comments

Mayor Murphy asked for Council comments and Councilmember Walker inquired if citizens could pay partial tax payments due to loss of jobs during health crisis, noticed yard waste and brush chipping had been postponed, but that items could be dropped off at Emmet County facilities and inquired if there was a multi-person party in Bay Harbor which would have violated the "Stay Home Stay Safe" order. Councilmember Wagner reiterated the importance of continuing social distancing. Councilmember Shumway recognized a social media group, Emmet County Helping Hands, and the resources the community has developed during the pandemic. Councilmember Marshall commented that she would like to see a proclamation recognizing essential workers. Mayor Murphy commented for Petoskey citizens to continue to stay strong and that as a community we will get through this unprecedented time.

There being no further business to come before the City Council, this April 9, 2020, meeting of the City Council adjourned at 5:50 P.M.

John Murphy, Mayor

Alan Terry, Clerk-Treasurer

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
04/20	04/08/2020	88716	Access Locksmithing Inc.	592-554-802.000	150.00
04/20	04/08/2020	88717	Alliance Entertainment	271-790-761.100	269.48
04/20	04/08/2020	88718	All-Phase Electric Supply	582-586-775.000	42.99
04/20	04/08/2020	88718	All-Phase Electric Supply	101-268-775.000	1.82
04/20	04/08/2020	88718	All-Phase Electric Supply	101-268-775.000	37.16
04/20	04/08/2020	88718	All-Phase Electric Supply	582-590-775.000	115.72
04/20	04/08/2020	88718	All-Phase Electric Supply	101-268-775.000	6.50
04/20	04/08/2020	88718	All-Phase Electric Supply	101-268-930.000	52.00
04/20	04/08/2020	88719	Alpine Power Systems	582-020-360.000	5,147.81
04/20	04/08/2020	88719	Alpine Power Systems	582-020-360.000	12,240.86
04/20	04/08/2020	88720	Amazon Credit Plan	592-537-775.000	998.00
04/20	04/08/2020	88720	Amazon Credit Plan	592-543-775.000	147.80
04/20	04/08/2020	88720	Amazon Credit Plan	271-790-986.000	300.21
04/20	04/08/2020	88720	Amazon Credit Plan	271-790-761.200	107.93
04/20	04/08/2020	88720	Amazon Credit Plan	271-790-760.000	162.69
04/20	04/08/2020	88720	Amazon Credit Plan	271-790-760.100	115.00
04/20	04/08/2020	88720	Amazon Credit Plan	271-790-751.000	63.39
04/20	04/08/2020	88720	Amazon Credit Plan	271-790-752.000	54.99
04/20	04/08/2020	88721	Apollo Fire Equipment	661-020-142.000	711.61
04/20	04/08/2020	88722	Brecheisen, Jason	101-756-808.030	150.00
04/20	04/08/2020	88723	CCEOEM	101-345-913.000	100.00
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	101-265-920.000	1,840.74
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	101-268-920.000	943.14
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	101-345-920.000	3,299.92
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	101-345-920.100	462.93
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	101-754-920.000	28.53
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	101-770-920.000	2,218.72
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	101-773-920.000	318.36
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	101-789-920.000	1,525.77
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	202-160-920.000	401.36
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	204-448-920.000	2,700.00
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	271-790-920.000	2,996.66
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	514-587-802.100	50.43
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	514-587-920.000	78.60
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	582-586-920.000	159.21
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	582-593-920.000	1,494.97
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	592-538-920.000	7,794.79
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	592-542-920.000	159.20
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	592-551-920.000	16,586.67
04/20	04/08/2020	88724	CITY TREAS. FOR UTILITY BILLS	592-555-920.000	1,020.84
04/20	04/08/2020	88725	Contractors Supply Inc.	101-345-775.000	57.64
04/20	04/08/2020	88726	Custom Truck	661-598-932.000	1,040.00
04/20	04/08/2020	88727	Derrer Oil Co.	661-598-759.000	951.50
04/20	04/08/2020	88728	Dinon Law PLLC	101-266-802.000	192.50
04/20	04/08/2020	88729	Emergency Medical Products	661-020-142.000	189.30
04/20	04/08/2020	88729	Emergency Medical Products	661-020-142.000	189.30
04/20	04/08/2020	88729	Emergency Medical Products	101-345-775.000	176.10
04/20	04/08/2020	88729	Emergency Medical Products	101-345-775.000	212.49
04/20	04/08/2020	88730	Emmet Brick & Block Co.	582-590-775.000	116.00
04/20	04/08/2020	88730	Emmet Brick & Block Co.	582-590-775.000	11.60-
04/20	04/08/2020	88731	Empiric Solutions Inc.	101-228-802.000	8,679.00
04/20	04/08/2020	88732	Fastenal Company	661-598-931.000	96.33
04/20	04/08/2020	88732	Fastenal Company	582-586-775.000	58.16
04/20	04/08/2020	88732	Fastenal Company	661-598-785.000	1.66
04/20	04/08/2020	88732	Fastenal Company	661-598-785.000	3.75
04/20	04/08/2020	88733	Gibby's Garage	101-770-802.000	102.00

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04/20	04/08/2020	88733	Gibby's Garage	582-593-930.000	136.00
04/20	04/08/2020	88733	Gibby's Garage	661-598-931.000	646.00
04/20	04/08/2020	88733	Gibby's Garage	661-598-932.000	170.00
04/20	04/08/2020	88733	Gibby's Garage	661-598-932.000	476.00
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-932.000	116.79
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	26.88
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	12.08
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	592-551-775.000	6.54
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-785.000	110.48
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	38.96-
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	83.47
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	4.14
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	52.29
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	5.78
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	4.30
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-785.000	23.88
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-932.000	22.25
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	582-588-785.000	4.95
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	101-770-775.000	21.86
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	136.09
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	101-789-775.000	25.08
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	27.00-
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	78.02
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-785.000	181.53
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-010-111.000	43.53
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	101-756-778.000	534.50
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-010-111.000	72.93
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-785.000	14.97
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-010-111.000	6.45
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-785.000	28.39
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-010-111.000	9.00
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-785.000	18.56-
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	122.17
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	18.00-
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-010-111.000	11.80
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-785.000	6.11
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-010-111.000	6.12
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-785.000	12.64
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-010-111.000	121.12
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-785.000	18.14
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	101-770-775.000	18.12
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-010-111.000	22.14
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	101.85
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	124.69
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-010-111.000	6.53
04/20	04/08/2020	88734	Lynn Auto Parts Inc.	661-598-931.000	119.85-
04/20	04/08/2020	88735	McCardel Culligan	592-553-775.000	17.50
04/20	04/08/2020	88735	McCardel Culligan	592-553-775.000	57.00
04/20	04/08/2020	88735	McCardel Culligan	592-553-802.000	60.00
04/20	04/08/2020	88736	Meyer Ace Hardware	101-268-775.000	22.44
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	8.99
04/20	04/08/2020	88736	Meyer Ace Hardware	101-773-931.000	73.91
04/20	04/08/2020	88736	Meyer Ace Hardware	582-588-785.000	35.98
04/20	04/08/2020	88736	Meyer Ace Hardware	582-588-785.000	16.19
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	8.09
04/20	04/08/2020	88736	Meyer Ace Hardware	101-754-775.000	34.89

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04/20	04/08/2020	88736	Meyer Ace Hardware	101-268-775.000	12.39
04/20	04/08/2020	88736	Meyer Ace Hardware	101-770-775.000	10.77
04/20	04/08/2020	88736	Meyer Ace Hardware	592-537-775.000	7.19
04/20	04/08/2020	88736	Meyer Ace Hardware	592-537-775.000	8.09
04/20	04/08/2020	88736	Meyer Ace Hardware	592-537-775.000	4.84
04/20	04/08/2020	88736	Meyer Ace Hardware	592-551-775.000	5.09
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	25.17
04/20	04/08/2020	88736	Meyer Ace Hardware	514-587-775.000	9.67
04/20	04/08/2020	88736	Meyer Ace Hardware	101-268-775.000	21.57
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	41.17
04/20	04/08/2020	88736	Meyer Ace Hardware	592-556-775.000	24.61
04/20	04/08/2020	88736	Meyer Ace Hardware	661-598-932.000	3.59
04/20	04/08/2020	88736	Meyer Ace Hardware	101-268-775.000	9.33
04/20	04/08/2020	88736	Meyer Ace Hardware	101-770-775.000	37.74
04/20	04/08/2020	88736	Meyer Ace Hardware	101-770-775.000	29.61
04/20	04/08/2020	88736	Meyer Ace Hardware	101-268-775.000	31.46
04/20	04/08/2020	88736	Meyer Ace Hardware	582-593-930.000	14.23
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	29.69
04/20	04/08/2020	88736	Meyer Ace Hardware	101-756-751.000	17.99
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	3.12
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	8.09
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	41.88
04/20	04/08/2020	88736	Meyer Ace Hardware	101-770-775.000	63.86
04/20	04/08/2020	88736	Meyer Ace Hardware	592-551-775.000	17.99
04/20	04/08/2020	88736	Meyer Ace Hardware	582-590-775.000	10.68
04/20	04/08/2020	88736	Meyer Ace Hardware	101-770-775.000	35.08
04/20	04/08/2020	88736	Meyer Ace Hardware	514-587-802.100	11.22
04/20	04/08/2020	88736	Meyer Ace Hardware	514-587-802.100	8.98
04/20	04/08/2020	88736	Meyer Ace Hardware	101-770-775.000	17.98
04/20	04/08/2020	88736	Meyer Ace Hardware	101-770-775.000	6.75
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	8.26
04/20	04/08/2020	88736	Meyer Ace Hardware	582-593-930.000	14.38
04/20	04/08/2020	88736	Meyer Ace Hardware	582-593-930.000	21.04
04/20	04/08/2020	88736	Meyer Ace Hardware	101-268-775.000	20.94
04/20	04/08/2020	88736	Meyer Ace Hardware	101-770-775.000	12.39
04/20	04/08/2020	88736	Meyer Ace Hardware	271-790-752.000	134.95
04/20	04/08/2020	88736	Meyer Ace Hardware	101-268-775.000	4.13
04/20	04/08/2020	88736	Meyer Ace Hardware	101-265-775.000	4.13
04/20	04/08/2020	88736	Meyer Ace Hardware	592-542-775.000	26.96
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	3.59
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	47.82
04/20	04/08/2020	88736	Meyer Ace Hardware	101-770-775.000	8.44
04/20	04/08/2020	88736	Meyer Ace Hardware	592-537-775.000	30.29
04/20	04/08/2020	88736	Meyer Ace Hardware	592-542-775.000	8.96
04/20	04/08/2020	88736	Meyer Ace Hardware	592-560-751.000	25.18
04/20	04/08/2020	88736	Meyer Ace Hardware	661-020-140.000	639.92
04/20	04/08/2020	88736	Meyer Ace Hardware	101-345-775.000	199.50
04/20	04/08/2020	88737	Northern Michigan Review Inc.	248-540-882.180	700.00
04/20	04/08/2020	88737	Northern Michigan Review Inc.	248-540-882.180	300.00
04/20	04/08/2020	88737	Northern Michigan Review Inc.	248-540-882.180	225.00
04/20	04/08/2020	88737	Northern Michigan Review Inc.	248-540-882.180	100.00
04/20	04/08/2020	88737	Northern Michigan Review Inc.	271-790-905.000	347.00
04/20	04/08/2020	88737	Northern Michigan Review Inc.	101-257-802.000	112.00
04/20	04/08/2020	88737	Northern Michigan Review Inc.	248-540-882.180	35.00
04/20	04/08/2020	88738	OCLC Inc.	271-790-802.000	40.75
04/20	04/08/2020	88739	OHM Advisors	204-481-802.000	25.00

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04/20	04/08/2020	88739	OHM Advisors	582-588-802.000	25.00
04/20	04/08/2020	88739	OHM Advisors	592-549-802.000	25.00
04/20	04/08/2020	88739	OHM Advisors	592-560-802.000	25.00
04/20	04/08/2020	88740	Overdrive Inc.	271-790-762.000	1,000.00
04/20	04/08/2020	88741	Police and Firemen's Insurance	701-000-230.185	379.38
04/20	04/08/2020	88742	Power Line Supply	582-588-785.000	96.00
04/20	04/08/2020	88742	Power Line Supply	582-586-775.000	845.72
04/20	04/08/2020	88742	Power Line Supply	582-010-111.000	1,060.00
04/20	04/08/2020	88742	Power Line Supply	582-586-775.000	409.00
04/20	04/08/2020	88743	Preston Feather	101-345-775.000	153.23
04/20	04/08/2020	88743	Preston Feather	101-773-931.000	91.11
04/20	04/08/2020	88743	Preston Feather	101-770-775.000	2.80
04/20	04/08/2020	88743	Preston Feather	202-479-775.000	9.74
04/20	04/08/2020	88743	Preston Feather	101-770-775.000	66.24
04/20	04/08/2020	88743	Preston Feather	101-773-931.000	39.93
04/20	04/08/2020	88743	Preston Feather	101-773-931.000	172.50
04/20	04/08/2020	88743	Preston Feather	101-770-931.000	90.94
04/20	04/08/2020	88743	Preston Feather	101-773-931.000	175.95
04/20	04/08/2020	88743	Preston Feather	101-773-931.000	12.31
04/20	04/08/2020	88743	Preston Feather	101-770-775.000	137.25
04/20	04/08/2020	88743	Preston Feather	101-345-775.000	34.69
04/20	04/08/2020	88743	Preston Feather	101-345-775.000	15.32-
04/20	04/08/2020	88743	Preston Feather	101-770-775.000	.28-
04/20	04/08/2020	88743	Preston Feather	101-773-931.000	9.11-
04/20	04/08/2020	88743	Preston Feather	101-773-931.000	3.99-
04/20	04/08/2020	88743	Preston Feather	202-479-775.000	.97-
04/20	04/08/2020	88743	Preston Feather	101-770-775.000	6.62-
04/20	04/08/2020	88743	Preston Feather	101-770-775.000	13.73-
04/20	04/08/2020	88743	Preston Feather	101-770-931.000	9.09-
04/20	04/08/2020	88743	Preston Feather	101-345-775.000	3.47-
04/20	04/08/2020	88743	Preston Feather	101-773-931.000	17.25-
04/20	04/08/2020	88743	Preston Feather	101-773-931.000	17.60-
04/20	04/08/2020	88743	Preston Feather	101-773-931.000	1.23-
04/20	04/08/2020	88744	SiteOne Landscape Supply	101-770-775.000	2,047.50
04/20	04/08/2020	88744	SiteOne Landscape Supply	101-754-775.000	877.50
04/20	04/08/2020	88744	SiteOne Landscape Supply	204-010-111.000	1,657.50
04/20	04/08/2020	88744	SiteOne Landscape Supply	204-010-111.000	214.50-
04/20	04/08/2020	88745	Standard Electric Company	582-588-785.000	30.12
04/20	04/08/2020	88745	Standard Electric Company	582-586-775.000	48.66
04/20	04/08/2020	88745	Standard Electric Company	582-010-111.000	216.86
04/20	04/08/2020	88745	Standard Electric Company	582-586-775.000	153.59
04/20	04/08/2020	88745	Standard Electric Company	582-586-775.000	441.28
04/20	04/08/2020	88746	Staples Advantage	101-101-751.000	7.31
04/20	04/08/2020	88746	Staples Advantage	101-268-775.000	49.22
04/20	04/08/2020	88746	Staples Advantage	101-268-775.000	46.08
04/20	04/08/2020	88746	Staples Advantage	101-345-751.000	6.17
04/20	04/08/2020	88747	Survalent	582-584-802.000	1,225.00
04/20	04/08/2020	88748	T-Mobile	271-790-850.000	259.70
04/20	04/08/2020	88749	Trace Analytical Laboratories LLC	592-553-802.000	73.50
04/20	04/08/2020	88750	Traverse Reproduction & Supply	204-481-751.000	95.85
04/20	04/08/2020	88750	Traverse Reproduction & Supply	582-593-751.000	95.85
04/20	04/08/2020	88750	Traverse Reproduction & Supply	582-588-751.000	95.85
04/20	04/08/2020	88750	Traverse Reproduction & Supply	592-560-751.000	95.85
04/20	04/08/2020	88750	Traverse Reproduction & Supply	592-549-751.000	95.86
04/20	04/08/2020	88750	Traverse Reproduction & Supply	661-598-751.000	95.86
04/20	04/08/2020	88750	Traverse Reproduction & Supply	204-481-751.000	66.66

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04/20	04/08/2020	88750	Traverse Reproduction & Supply	582-593-751.000	66.66
04/20	04/08/2020	88750	Traverse Reproduction & Supply	582-588-751.000	66.67
04/20	04/08/2020	88750	Traverse Reproduction & Supply	592-560-751.000	66.67
04/20	04/08/2020	88750	Traverse Reproduction & Supply	592-549-751.000	66.67
04/20	04/08/2020	88750	Traverse Reproduction & Supply	661-598-751.000	66.67
04/20	04/08/2020	88751	UPS Store, The	592-553-802.000	76.87
04/20	04/08/2020	88752	AT&T	101-172-850.000	536.46
04/20	04/08/2020	88752	AT&T	101-201-850.000	286.12
04/20	04/08/2020	88752	AT&T	101-208-850.000	178.83
04/20	04/08/2020	88752	AT&T	101-257-850.000	178.83
04/20	04/08/2020	88752	AT&T	101-215-850.000	143.06
04/20	04/08/2020	88752	AT&T	101-345-850.000	393.42
04/20	04/08/2020	88752	AT&T	101-400-850.000	178.83
04/20	04/08/2020	88752	AT&T	101-756-850.000	214.59
04/20	04/08/2020	88752	AT&T	101-441-850.000	321.89
04/20	04/08/2020	88752	AT&T	204-481-850.000	107.30
04/20	04/08/2020	88752	AT&T	204-481-850.000	107.30
04/20	04/08/2020	88752	AT&T	582-588-850.000	357.65
04/20	04/08/2020	88752	AT&T	582-593-850.000	143.06
04/20	04/08/2020	88752	AT&T	592-549-850.000	214.59
04/20	04/08/2020	88752	AT&T	592-560-850.000	214.59
04/20	04/08/2020	88752	AT&T	592-560-850.000	241.17
04/20	04/08/2020	88752	AT&T	592-560-850.000	150.87
04/20	04/08/2020	88752	AT&T	592-558-920.000	246.06
04/20	04/08/2020	88752	AT&T	592-538-850.000	241.17
04/20	04/08/2020	88752	AT&T	592-538-850.000	241.17
04/20	04/15/2020	88755	ACH-CHILD SUPPORT	701-000-230.160	160.23
04/20	04/15/2020	88756	ACH-EFTPS	701-000-230.100	19,308.90
04/20	04/15/2020	88756	ACH-EFTPS	701-000-230.200	11,804.76
04/20	04/15/2020	88756	ACH-EFTPS	701-000-230.200	11,804.76
04/20	04/15/2020	88756	ACH-EFTPS	701-000-230.200	2,760.81
04/20	04/15/2020	88756	ACH-EFTPS	701-000-230.200	2,760.81
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04/20	04/15/2020	88759	AT & T MOBILITY	514-587-920.000	450.76
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04/20	04/15/2020	88760	AT&T	592-558-920.000	241.07
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04/20	04/15/2020	88763	Bek, Sarah	101-101-751.000	23.00
04/20	04/15/2020	88764	Bradford Master Dry Cleaners	101-345-775.000	426.15
04/20	04/15/2020	88765	Brown Motors Inc.	661-598-932.000	1,172.73
04/20	04/15/2020	88766	Char-Em United Way	701-000-230.800	75.00
04/20	04/15/2020	88767	Complete Paint & Supplies	101-773-775.000	140.41
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04/20	04/15/2020	88767	Complete Paint & Supplies	101-345-775.000	63.98
04/20	04/15/2020	88768	Consumers Energy	592-538-920.000	2,173.64

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
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04/20	04/15/2020	88770	DENNIS GARTLAND & NIERGARTH	101-215-801.000	5,128.56
04/20	04/15/2020	88770	DENNIS GARTLAND & NIERGARTH	204-481-801.000	485.89
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04/20	04/15/2020	88770	DENNIS GARTLAND & NIERGARTH	204-481-801.000	939.36
04/20	04/15/2020	88770	DENNIS GARTLAND & NIERGARTH	271-790-801.000	869.22
04/20	04/15/2020	88770	DENNIS GARTLAND & NIERGARTH	211-441-802.000	974.59
04/20	04/15/2020	88770	DENNIS GARTLAND & NIERGARTH	514-587-801.000	475.43
04/20	04/15/2020	88770	DENNIS GARTLAND & NIERGARTH	582-598-802.000	6,978.93
04/20	04/15/2020	88770	DENNIS GARTLAND & NIERGARTH	592-549-802.000	1,476.91
04/20	04/15/2020	88770	DENNIS GARTLAND & NIERGARTH	592-560-802.000	1,871.91
04/20	04/15/2020	88770	DENNIS GARTLAND & NIERGARTH	661-598-801.000	592.48
04/20	04/15/2020	88771	Derrer Oil Co.	661-598-759.000	840.74
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04/20	04/15/2020	88773	Environmental Resource Assoc.	592-553-802.000	1,445.27
04/20	04/15/2020	88773	Environmental Resource Assoc.	592-553-802.000	94.86
04/20	04/15/2020	88774	Etna Supply	101-208-931.000	565.00
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04/20	04/15/2020	88774	Etna Supply	582-010-111.000	10,875.00
04/20	04/15/2020	88775	Factor Systems Inc.	101-208-803.000	786.38
04/20	04/15/2020	88776	Fastenal Company	661-598-932.000	309.49
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04/20	04/15/2020	88778	Galls LLC	101-345-775.000	79.92
04/20	04/15/2020	88779	Gourdie-Fraser Inc.	204-481-802.000	360.00
04/20	04/15/2020	88780	GRP Engineering Inc.	582-588-802.000	2,365.50
04/20	04/15/2020	88780	GRP Engineering Inc.	582-588-802.000	9,393.00
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04/20	04/15/2020	88782	Ingram Library Services	271-790-760.200	354.69
04/20	04/15/2020	88783	KSS Enterprises	101-770-775.000	310.60
04/20	04/15/2020	88783	KSS Enterprises	592-551-775.000	123.08
04/20	04/15/2020	88783	KSS Enterprises	101-770-775.000	32.08
04/20	04/15/2020	88784	LexisNexis Risk Data Management Inc.	514-587-802.000	150.00
04/20	04/15/2020	88785	MATELSKI LUMBER CO. INC.	101-773-931.000	670.80
04/20	04/15/2020	88786	McCardel Culligan	514-587-802.100	8.00
04/20	04/15/2020	88786	McCardel Culligan	101-770-802.000	8.00
04/20	04/15/2020	88787	Michigan Public Power Agency	582-576-920.000	227,588.77
04/20	04/15/2020	88788	New Pig Corporation	101-789-775.000	454.55
04/20	04/15/2020	88789	Northern Michigan Review Inc.	271-790-905.000	140.00
04/20	04/15/2020	88790	Plunkett Cooney	101-266-802.000	962.50
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04/20	04/15/2020	88790	Plunkett Cooney	101-266-802.000	6,532.50
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04/20	04/15/2020	88790	Plunkett Cooney	592-549-802.000	174.31
04/20	04/15/2020	88790	Plunkett Cooney	592-560-802.000	174.31
04/20	04/15/2020	88790	Plunkett Cooney	101-266-802.000	1,893.45
04/20	04/15/2020	88791	Quality First Aid & Safety Inc.	592-549-751.000	387.84
04/20	04/15/2020	88792	Renkes, Tom	248-739-880.200	150.00
04/20	04/15/2020	88793	SiteOne Landscape Supply	101-770-775.000	131.26
04/20	04/15/2020	88794	Spectrum Business	592-560-850.000	37.04
04/20	04/15/2020	88795	Staples Advantage	101-345-751.000	172.95

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
04/20	04/15/2020	88795	Staples Advantage	101-101-751.000	24.88
04/20	04/15/2020	88796	Stuart C Irby Co	582-010-111.000	1,725.00
04/20	04/15/2020	88796	Stuart C Irby Co	582-010-111.000	2,475.00
04/20	04/15/2020	88796	Stuart C Irby Co	582-010-111.000	1,370.00
04/20	04/15/2020	88797	SURE LOCK & HOMES LLC	101-268-802.000	100.00
04/20	04/15/2020	88797	SURE LOCK & HOMES LLC	101-268-802.000	90.00
04/20	04/15/2020	88798	Sweetwater Catering Company	101-262-802.000	765.00
04/20	04/15/2020	88799	Temperature Control Inc.	592-554-802.000	547.49
04/20	04/15/2020	88799	Temperature Control Inc.	592-554-802.000	981.00
04/20	04/15/2020	88800	Tetra Tech Inc	101-526-801.000	148.88
04/20	04/15/2020	88801	Thompson, William S.	514-587-802.100	830.97
04/20	04/15/2020	88802	Verizon Wireless	101-345-850.000	80.21
04/20	04/15/2020	88802	Verizon Wireless	101-345-850.000	47.73
04/20	04/15/2020	88802	Verizon Wireless	592-549-850.000	1.02
04/20	04/15/2020	88802	Verizon Wireless	582-588-850.000	6.32
04/20	04/15/2020	88802	Verizon Wireless	101-345-850.000	36.01
04/20	04/15/2020	88802	Verizon Wireless	101-770-850.000	36.01
04/20	04/15/2020	88802	Verizon Wireless	592-538-920.000	280.07
04/20	04/15/2020	88802	Verizon Wireless	592-538-850.000	80.06
04/20	04/15/2020	88803	W.W. Fairbairn & Sons	101-773-931.000	2,450.00
04/20	04/15/2020	88803	W.W. Fairbairn & Sons	101-773-775.000	18.07-
Grand Totals:					530,995.73

Report Criteria:

Check.Date = 04/04/2020-04/17/2020

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88710	04/08/2020	Blomquist, Sally	582081642300	34.68
88711	04/08/2020	Bortz, LaKeshia	582040285000	35.09
88712	04/08/2020	Cystic Fibrosis Foundation	101087654000	300.00
88713	04/08/2020	Karin Williamsen & Jonathan Scheel	582040285000	46.48
88714	04/08/2020	Lee, Austin	582081642300	26.11
88715	04/08/2020	McGlinch, Ashley	582040285000	10.64
88753	04/15/2020	Callander, Matthew	582081642300	27.79
88754	04/15/2020	Women's Resource Center	582588803000	725.54
Grand Totals:				1,206.33



BOARD: City Council

MEETING DATE: April 20, 2020

DATE PREPARED: April 16, 2020

AGENDA SUBJECT: Acknowledge Addition of Voter-Approved Ballot Language to the City's Recreational Marihuana Opt-Out Ordinance

RECOMMENDATION: That the City Council motion to acknowledge new language

Background On March 10, 2020, voters approved additional language for the City's recreational marijuana opt-out ordinance. The language approved by voters states "*No recreational marihuana establishment shall be allowed within the City without first securing the approval of the majority of voters of the City voting on the question in any general or special election.*" The new language became effective 10 days after the Emmet County Board of Canvassers certified the election results. The new ordinance language needs to be acknowledged by City Council.

See enclosed ordinance with additional ballot language included.

Action Motion to acknowledge the addition of voter-approved ballot language to the City's recreational marijuana opt-out ordinance.

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Enclosure

ORDINANCE NO. 769

**AN ORDINANCE TO AMEND CHAPTER 8 OF THE PETOSKEY CODE OF ORDINANCES,
BUSINESSES AND BUSINESS REGULATIONS, ARTICLE VI- MARIJUANA
ESTABLISHMENTS, WITHIN THE CITY OF PETOSKEY PURSUANT TO
INITIATIVE PETITION**

The City of Petoskey ordains pursuant to an Initiative Petition passed by the majority of the electorate voting thereon:

ARTICLE 8

SECTION 8-169

PROHIBITION OF RECREATIONAL MARIJUANA

Section 8-169 of Article VI of Chapter 8 of the Code of Ordinances is amended to read as follows:

8-169. Prohibition of recreational marihuana.

The Michigan Regulation and Taxation of Marihuana Act ("the Act") was initiated by the voters of the State of Michigan pursuant to Proposal 1, the Marijuana Legalization Initiative, on November 6, 2018. The Act authorizes cities, villages, and townships to completely prohibit recreational marihuana establishments within their boundaries. Pursuant to that authority, recreational marihuana establishments as defined in the Act are hereby prohibited within the City. No recreational marihuana establishment shall be allowed within the City without first securing the approval of the majority of voters of the City voting on the question in any general or special election.

Pursuant to Michigan law, this ordinance is effective March 22, 2020.

I hereby certify the preceding Ordinance was adopted pursuant to an initiative petition approved by the majority of the electors voting thereon on March 10, 2020, as certified by the County Board of Electors on March 12, 2020.


Alan Terry, Clerk



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: April 20, 2020

PREPARED: April 14, 2020

AGENDA SUBJECT: Livable Petoskey Master Plan

RECOMMENDATION: That the City Council receive update

Background It is truly an unprecedented time, with many unknowns. But it is also a very fortunate time to be doing a master plan update and talking about what it means to be a sustainable and resilient community. The public has told us what they value and have concerns about, but what will be the short, medium and long term impacts of the pandemic on our community after the emergency order is lifted?

City Council received a copy of the Sustainability Framework for the master plan update in its March 2 meeting packet. The Sustainability Framework incorporates public input, acknowledges where existing planning documents address community sustainability and resiliency, and identifies additional actions to further our progress. Public Health and Safety is a focus area, but we were clearly not anticipating that to be the driver in this process that it may become. The plan will continue to recommend climate resilience actions even though we are already experiencing serious infrastructure impacts due to rising water levels.

The Commission has held five special master plan meetings to review the current plan chapters and supplemental documents, updating goals, objectives and strategies. These meetings will continue as the document is drafted. Staff has been updating Census data, statistics and integrating information from the current plan and supplemental information into the background narrative for the four systems included in the Sustainability Framework – Environmental Stewardship, Built Environment, Community and Local Economy.

Enclosed is a draft of the plan introduction. The next special meeting of the Planning Commission is May 6, when we will discuss infrastructure and resource use reduction (reduce, reuse, recycle) focus areas. It is staff's goal to have an initial draft of the document to the Planning Commission in June.

at
Enclosure

LIVABLE PETOSKEY - toward a more resilient, sustainable community

We are living in unprecedented times. As this introduction is being written, the community is self- quarantined due to the Coronavirus COVID-19 pandemic. Resiliency has taken on a whole new meaning with the health crisis upending our economic system. At this critical time, it is health and basic economic needs at the top of the issues of concern, but discussions of systematic equity issues have become more prevalent.

The long-term impacts of this crisis are impossible to know. Data used in this document indicate the trends as of February 2020, but we are now in uncharted territory so the future may look very different from the recent past. It is likely that the physical distancing practiced to limit the spread of the virus will shape our future lives.

With many unknowns, the intent of the Livable Petoskey Master Plan is to set us on a path toward a more resilient, sustainable future under the planning categories of environmental stewardship, built environment, community, and local economy. These interrelated systems are continually in a state of flux and we acknowledge that affecting one area will impact the others.

The planning process began with a review of existing planning documents to capture existing sustainability and resiliency efforts that can be improved upon and become foundational as we look to the future. A sustainability framework was then developed that created planning categories and focus areas to incorporate in the Livable Petoskey Master Plan. Each focus area considers the three sustainability principles of equity, economy and environment, while providing strategies necessary to anticipate and negotiate our complex and rapidly changing world.

Community engagement for the plan incorporated youth forums, a community workshop on important resiliency topics and a series of pop-up community meetings where citizens were asked what they valued about the Petoskey area, what they were concerned about

into the future, and how they thought these concerns should be addressed [and any other future methods] The summary of all input is provided in Appendix A, but to summarize what participants value, have concerns about and want for the future:

Value:

- ◆ Small town character;
- ◆ Sense of community;
- ◆ Friendly, kind people;
- ◆ The waterfront accessibility;
- ◆ Downtown;
- ◆ Local small businesses;
- ◆ Beauty, scenery;
- ◆ Compactness;
- ◆ Walkability;
- ◆ Trail systems and parks;
- ◆ Four-season recreational opportunities;
- ◆ Safe public spaces
- ◆ Natural resources: clean air, water; and
- ◆ Many opportunities to be involved.

Issues and concerns

- ◆ The housing crisis;
- ◆ Lake Michigan water levels and impacts to community facilities;
- ◆ Lack of young people moving here;
- ◆ Ageing population;
- ◆ Loss of local businesses;
- ◆ Vacant downtown storefronts;
- ◆ Climate change;
- ◆ Drug use;
- ◆ Traffic and parking;
- ◆ Inadequate incomes (ALICE population);
- ◆ Water quality;
- ◆ Lack of well-paying jobs;
- ◆ Maintaining high quality healthcare;
- ◆ Over development;
- ◆ Maintaining unique character;
- ◆ Obstacles to redevelopment; and
- ◆ Over-reliance on tourism.

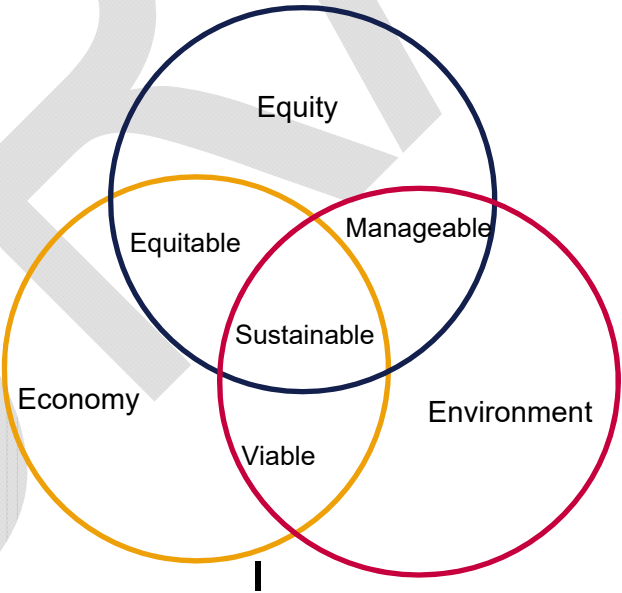
A focus on livability is a focus on people, which means that demographic trends are essential to plan for future community needs including housing, public facilities and social services. The main source of this data throughout this document is the 2013-2017 Census Bureau American Community Survey five-year estimates. As noted previously, recent events may result in past trends not adequately predicting future trends, however, we have no choice but to use what is available.

Petoskey’s year-round population has not changed dramatically for several decades, hovering around 6,000 – even in 1919 when the winter population was reported at 6,000 and summer population at 12,000.¹

The trends experienced between the 2000 and 2010 Censuses related to age brackets appear to be continuing. The 55-64 age group, which increased from 7.5 percent of the City’s population in

Community Resilience is the ability of a community to anticipate, accommodate and positively adapt to or thrive amidst changing climate conditions or hazard events and enhance quality of life, reliable systems, economic vitality and conservation or resources for present and future generations.

Urban Sustainability Directors Network

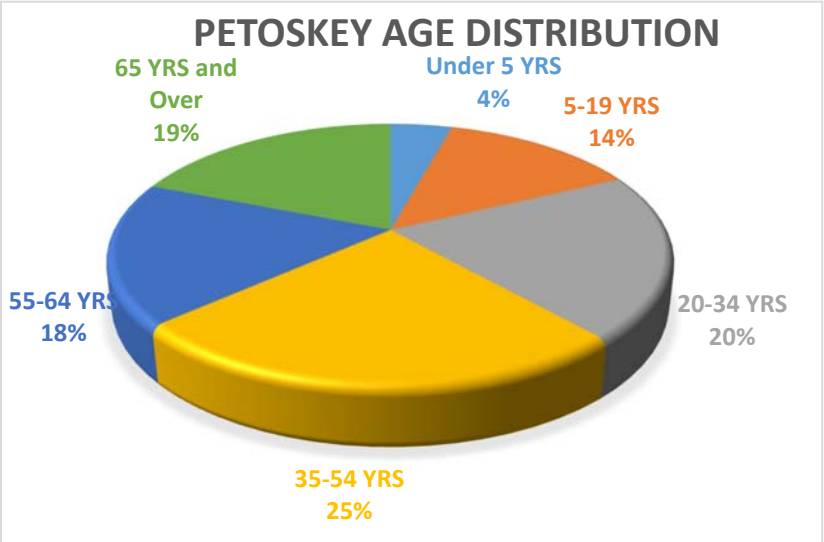


¹ Sanborn Map for Petoskey, October 1919.

LIVABLE PETOSKEY - toward a more resilient, sustainable community

2000 to 13.6 percent in 2010 is now estimated to be 18 percent, while the over-65 population is 19 percent of the population.

The ageing population is a well-documented state trend, but our region is aging more quickly than other parts of the state, which has implications for housing, transportation and public services. This “Experienced Class”² brings a wealth of expertise to the community as well, and it has been shown that the over-50 age group is a creator of new businesses. Partially due to age discrimination in the workplace, the lack of traditional job opportunities- paired with money to invest- has meant more workers striking out on their own as “Olderpreneurs”³ Tapping into this growing segment will help the community thrive during uncertain economic times.



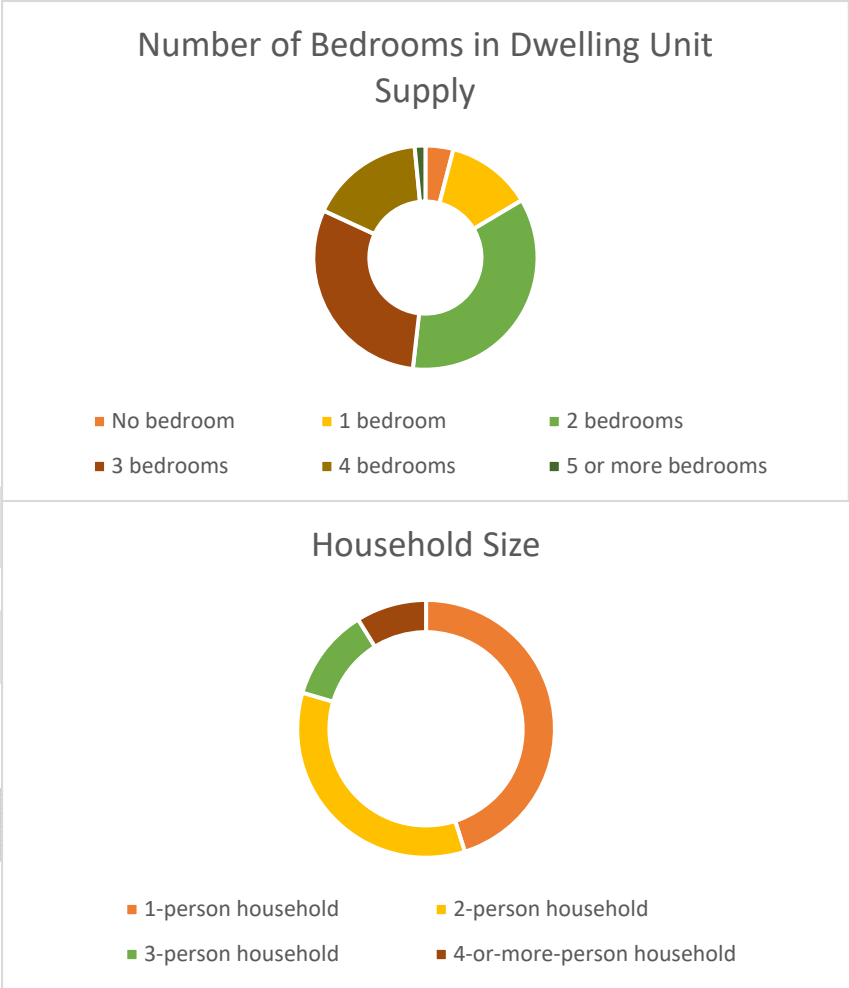
Source: Census Bureau ACS 2013-2017 Five Year Estimates.

The largest decrease since 2010 was in the 5-19 school age group, with this school-age population estimated to have decreased by 241 in the City population alone. County-wide, the school-age population decreased by 581. With an overall median age of 47 years, up from 39.8 in 2010, female residents continue to outnumber male residents (52 percent versus 48 percent). This is a serious challenge for our area, as we need families with young

²AARP “Where We Live, Communities for All Ages, 2018 Edition

children to populate our schools, and young adults to fill those positions that retirees have left.

In addition to the increasing number of senior households, there are more single-person households due to people waiting longer to marry, as well as divorce rates, which creates a mis-match between the existing housing stock and housing needs as illustrated in the following charts.



Source: Census Bureau ACS 2013-2017 Five Year Estimates.

The City has 38 percent owner-occupied households and 53 percent of renter-occupied households headed by single individuals, yet only 16 percent of units are studios or one bedroom. While we greatly value our neighborhoods, we need strategies to pro-actively address these lifestyle changes.

Another trend that impacts community resilience is the percent of households that fall into the working poor category, also identified by United Way as ALICE (asset limited, income constrained and employed). The most recent estimate puts the ALICE population of the City at 45% while the current estimate of population below the poverty limit is 10%. The United Way estimated annual survival budget for a single person in 2019 was \$21,132 (hourly wage of \$10.57), while for a family of four was \$62,856 (\$31.43) .⁴ Without an economic safety net, this population is hardest hit during times of crisis, which is being witnessed with lay-offs during the COVID-19 crisis. At the same time, many in survival mode are among those deemed “essential workers” during the current crisis.

According to the 2018 Northwest Michigan Coalition to End Homelessness Annual Report, there were 243 “Literal” homeless persons in Emmet County, which included those in emergency shelters, transitional housing or on the streets. Not included in that number are individuals who have stayed with family or friends due to a housing crisis and facing eviction. Of the Emmet County homeless numbers, 44% stayed at The Nehemiah House in Petoskey.

The social equity of a community that is dramatically out of balance is not sustainable. How the COVID-19 crisis will impact income and healthcare inequality nationally is yet to be seen. In Michigan, local governments do not have the ability to set a “living minimum wage”, so finding ways to reduce living expenses is the only method of improving livability for our vulnerable population. Whether by reducing energy bills and emissions through energy efficiency

⁴ United Way Michigan ALICE Report, 2019; 2013-2017 ACS estimate of population below the poverty line.

³ Lindsey Cook, “Over-50s are the new business start-up generation”, Financial Times Limited, February 16, 2017 (<https://www.ft.com/content/183a52a6-d9b6-11e6-944b-e7eb37a6aa8e>).

LIVABLE PETOSKEY - toward a more resilient, sustainable community

programs, building sustainable infrastructure that creates local jobs, or expanding transit access to jobs, targeted investments that can make our community more equitable, economically and environmentally resilient will continue to be needed.

At the beginning of this section it was noted that our year-round population has not changed dramatically in many decades. However, we also know that due to our abundant water resources and limited experience with natural disasters, we could be a destination for “climate change refugees”. We have also recently experienced a great increase in remote working that could change how people work and where they choose to live. What those two possibilities could mean for the City’s population and economic vitality need to be considered in planning for future.

The following plan sections provide additional details on the four interrelated systems of environmental stewardship, built environment, community, and local economy. Strategies will be provided to maintain community values, while addressing concerns and challenges that exist for Petoskey to become more resilient and sustainable into the future.





BOARD: City Council

MEETING DATE: April 20, 2020

PREPARED: April 15, 2020

AGENDA SUBJECT: Consideration to Approve a Resolution to Amend the "Standard Pole Attachment License Agreement"

RECOMMENDATION: That City Council adopt the enclosed resolution

Background Public Act 365 – Small Wireless Communications Facilities Deployment Act, which became effective March 12, 2019 provides for access to the right-of-way by wireless providers to place small cell wireless facilities with a very limited ability of the municipal to regulate the access or the fees that may be charged for that access.

A small cell wireless facility is a cellular network antenna system capable of high transmission speeds at low ranges. The use of these facilities is integral to the anticipated upgrade to 5G services for phones, cars and other devices. The Act gives wireless providers the right to locate antennas and equipment on existing utility poles or erect new poles to support their wireless facilities all within a municipal's right-of-way.

Agreement In October of last year, City Council approved through resolution, a Standard Pole Attachment License Agreement that set forth the process and terms for carriers and providers, including wireless, to attach to City utility poles. The agreement primarily focuses on pole sharing and colocation of wireless antenna's on utility poles, not the installation of stand-alone poles or new support structures for wireless facilities within City right-of way.

Amendment City staff along with the City Attorney have reviewed the current Standard Pole Attachment License Agreement and feel it is necessary to amend the agreement to include conditions and procedures for wireless providers placing new poles or structures in City right-of-way. Enclosed for reference is the agreement as a whole with new language labeled as "Wireless Support Structure/New Pole Addendum" which is located in the last section of the agreement.

Action City Council adopt the enclosed resolution amending the current Pole Attachment License Agreement.

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Enclosures



RESOLUTION REVISING THE PROCESS FOR REQUESTS
BY WIRELESS PROVIDERS TO INSTALL NEW POLES AND STRUCTURES PURSUANT
TO THE TERMS AND CONDITIONS OF A STANDARD POLE ATTACHMENT
AGREEMENT IN COMPLIANCE WITH THE SMALL WIRELESS COMMUNICATIONS
FACILITIES DEPLOYMENT ACT, ACT 365 OF 2018

WHEREAS, the City of Petoskey operates a municipally owned electrical utility; and

WHEREAS, the City uses and controls utility poles for electric delivery service; and

WHEREAS, the Small Wireless Communications Facilities Deployment Act (the "Act"), being Act 365 of 2018 requires that the City permit the collocation of small cell wireless facilities on City poles on a nondiscriminatory basis; and

WHEREAS, the City previously adopted processes and established and adopted terms and conditions consistent with the authorizations and requirements of the Act; and

WHEREAS, the City requires an attaching entity to execute an agreement for collocation of small cell wireless facilities; and

WHEREAS, the City determined that additional clarification and processes concerning Wireless Support Structures and stand-alone poles was needed:

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That City adopts the process as set forth in the attached Standard Pole Attachment License Agreement and all Addenda thereto, (the "Agreement") as revised, and as may be amended by resolution of City from time to time.
2. That City continues to allow collocation of small cell wireless facilities on City poles as set forth in the Agreement and again confirms as follows:
 - a. Decorative light poles as defined in the Agreement are not designed or desired to support small cell wireless facilities.
 - b. Decorative light poles are not used for electric delivery service as defined in MCL 460.10y(13)(a).
3. That all other processes delineated in the Agreement are hereby adopted and confirmed as indicated by prior resolution and by this resolution.
4. That City continues to require all entities requesting collocation of small cell wireless facilities to execute the Agreement prior to making application for a permit to attach to Utility Poles and/or install Wireless Support Structures or stand-alone poles.

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately.

Adopted, enacted and resolved by the City of Petoskey City Council this _____ day
of _____ 2020.

John Murphy
Its Mayor

Alan Terry
Its Clerk

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**STANDARD POLE ATTACHMENT LICENSE AGREEMENT
BETWEEN**

The City of Petoskey

AND

DATED: _____

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PREAMBLE

The City of Petoskey., (hereinafter called "Electric Utility"), and _____, a corporation organized under the laws of the State of Michigan (hereinafter called the "Licensee"), desiring to enter into this Pole Attachment License Agreement ("Agreement") for the use of Electric Utility's poles, erected or to be erected within the areas in which both parties render service in the State of Michigan, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the promises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective _____ ("Effective Date").

WITNESSETH

WHEREAS, Electric Utility and the Licensee desire to begin or continue to jointly use wood or other types of poles and in the future to further jointly use the poles of the Electric Utility when and where joint use shall be advantageous; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

A. This Agreement shall be in effect in the area in which both of the Parties render service in the State of Michigan, and shall cover all poles now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

B. Electric Utility reserves the right for good cause to exclude from use any of its facilities for objective, nondiscriminatory reasons of safety, reliability, and generally applicable engineering standards.

ARTICLE II - EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

- A. **Attachment** is any Licensee cable, wire, strand, circuit, service drop, over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the pole.
- B. **Bonded-Ground** is a pedestal or other ground mounted equipment bonded to the vertical ground on a pole but not attached to the Pole.
- C. **Communication Space** is the space on joint-use poles where Licensee facilities are separated from the Electric Utility Supply Space by the Communication Worker Safety Zone.
- D. **Communication Worker Safety Zone** is the forty-inch (40") zone below the Electric Utility Supply Space, above the Communication Space. See Figure D-1 Communication Space (NESC).
- E. **Cost in Place** is the cost of the bare pole, labor to install the pole and associated overheads, including engineering.
- F. **Initial Safety Inspection** is a safety inspection of Electric Utility poles to identify and remediate non-conforming Attachments (e.g. NESC violations) and other safety conditions on Electric Utility poles, performed after the Effective Date as explained in ARTICLE VIII hereof.
- G. **Joint Pole** is a pole for which joint use is established or continued pursuant to the terms of this Agreement and does not imply the presence of a joint use or joint ownership agreement or relationship between the parties.

- H. **Joint Use** refers to a pole which is being jointly used by the parties pursuant to the terms of this Agreement and does not imply the presence of a joint use or joint ownership agreement or relationship between the parties.
- I. **Licensee** is the party having the right under this Agreement to make and maintain Attachments on a Joint Pole that Electric Utility owns.
- J. **Make-Ready** is all work, including engineering and construction, necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements; removal and replacement of the pole; transfers; and other work incident thereto.
- K. **NESC** is the National Electrical Safety Code.
- L. **Non-guyed Service Drop** is a Service Drop that requires no guys under the Licensee's design standards or the applicable specifications of ARTICLE III - SPECIFICATIONS. (If, atypically, a wire used to connect to a customer's location were to require guying under the Licensee's design standards or the applicable specifications of ARTICLE III, then it would not be treated as a Non-guyed Service Drop under this Agreement but would be treated as a cable.)
- M. **Standard Pole** is a pole which is just tall enough to provide Electric Supply Space, a Communication Worker Safety Zone and Communication Space, as herein defined, for the respective parties and just strong enough to meet the requirements of the specifications mentioned in ARTICLE III - SPECIFICATIONS for the Attachments ordinarily placed by the parties in their respective spaces. Such pole for the purpose of this Agreement shall be as described in Appendix D. The definition of Standard Pole is not intended to preclude the use of Joint Poles shorter or of less strength than the Standard Pole in locations where such poles will meet the requirements of the parties hereto.
- N. **Supply Space** is the following described space:
1. For Electric Utility, Electric Supply Space is as described in Appendix D.
 2. For the Licensee, a Communication Space of one (1) foot on both thirty-five (35)-foot and forty (40)-foot poles below the Communication Worker Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in ARTICLE III - SPECIFICATIONS and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. When practicable, the Licensee will, after the Effective Date, make its initial Attachments one foot above the lowest possible point that provides such ground clearance, which is within the Communication Space.
 3. In the event Electric Utility installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Electric Utility, as defined above, for that pole shall be increased to include the additional above ground space provided by Electric Utility. For avoidance of doubt, in any case the attacher shall be responsible for attaching at a height to provide the minimum ground clearance required by the specifications mentioned in ARTICLE III.
- O. **Outside Party** is any person or entity which is not a party to this Agreement and which has a right to use the pole of the Electric Utility.
- P. **Permit** means authorization from Electric Utility to the Licensee to attach an Attachment pursuant to this Agreement.
- Q. **Rearrangement** is the moving of Attachments from one position to another on a pole.
- R. **Service Drop** means a wire used to connect to a customer's location. A Service Drop may run directly from a pole used to service many customers to a specific customer's location, without the

use of any other poles, or a Service Drop may itself be supported by more than one pole to carry the Service Drop to the customer's location.

- S. Simple Transfer** is the transfer, relocation, or alteration of any Attachment or overlash on an existing Pole or onto a new Pole that does not require cutting and splicing of the Communication Facility subject to such transfer, relocation, or alteration.
- T. Space** is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Article and the specifications mentioned in ARTICLE III - SPECIFICATIONS which in certain instances permit the making of certain Attachments by one party in the space reserved for the other party).
- U. Street/Outdoor Light pole** is a pole supporting a light fixture of any type owned by Electric Utility.
- V. Transfer** is the removal of Attachments from one pole and the placement of them or substantially identical Attachments upon another.

ARTICLE III - SPECIFICATIONS

Except as otherwise provided in ARTICLE VII - MAINTENANCE OF POLES AND ATTACHMENTS, referring to construction that has not yet been brought into conformity with the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements of the National Electrical Safety Code and subsequent revisions thereof ("NESC"); (3) lawful requirements of public authorities; and (4) the requirements of APPENDIX B. It is understood by both parties that the requirements of the NESC are minimum requirements and that reasonable, additional requirements for height and strength may be required for good practice for the given local conditions.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles, which acceptance shall not be unreasonably withheld.

ARTICLE IV - ESTABLISHING ATTACHMENT TO POLES

A. Before Licensee shall make use of Electric Utility's poles under this Agreement, it shall comply with the requirements set forth herein. APPENDIX A shall be sent by first class mail, email, or other electronic notification system as designated by the Electric Utility.

B. REQUEST TO ATTACH PROCEDURE. Except in connection with (i) the placement of Non-Guyed Service Drops; (ii) the placement of dead-end or riser poles; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; (v) making safety corrections; (vi) Rearrangements or Transfers required by Electric Utility, whenever the Licensee desires to place an Attachment on any pole that is not then in joint use (including road improvement projects and reconstruction of pole lines) or where existing joint use consists solely of one or more Non-guyed Service Drops, it shall submit a completed written application therefor on the form attached hereto and identified as APPENDIX A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on APPENDIX A. In the case of overlashing, Licensee may submit after-the-fact notification, so long as APPENDIX A information and application fee, along with supporting engineering design data for each such Attachment, is submitted. Within thirty (30) days after the receipt of such completed application Electric Utility shall notify the applicant in writing whether the application is approved or rejected. If Electric Utility rejects the application in whole or in part, Electric Utility will specify the reason(s). The application shall be rejected only for good cause, such as failure to comply with reliability, safety, and engineering standards. Upon receipt of notice from Electric Utility that the application has been approved, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's Attachments

on such poles, including any necessary pole replacements, the applicant shall have the right as Licensee hereunder to place such Attachments on such poles in accordance with the terms of the application and of this Agreement (including ARTICLE III).

C. REQUEST TO MODIFY ATTACHMENT PROCEDURE. Except in connection with (i) the placement of Non-guyed Service Drops; (ii) the placement of dead-end or riser poles; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; (v) the vertical use of the unused space on a pole as provided in ARTICLE IV.E. below; (vi) Rearrangements; (vii) Transfers required by Electric Utility and (viii) overlashing (which will be handled by an after-the-fact notification as described in ARTICLE IV.B above), whenever the Licensee desires to modify its existing Attachments or place one or more additional Attachments on a Joint Pole, the Licensee shall submit a completed written application therefor on the form attached hereto and identified as APPENDIX A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on APPENDIX A. Unless Electric Utility rejects the completed form within thirty (30) days from the date of receipt, the Licensee may proceed with making such Attachments or changes as are identified in the form in accordance with the terms of the application and this Agreement (including ARTICLE III - SPECIFICATIONS). If Electric Utility rejects the application in whole or in part, Electric Utility will specify the reason(s). The application shall be rejected only for good cause. If Electric Utility determines that any such Attachments do not comply with the terms of this Agreement (including the provisions of ARTICLE III), then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

D. Any Non-guyed Service Drop that is placed by Licensee on Electric Utility's pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement. The placement of one or more Non-guyed Service Drops shall not, alone and without more, create additional Communication Space.

E. Either party, without following the REQUEST TO ATTACH or REQUEST TO MODIFY ATTACHMENT procedure, may utilize vertical unused space below its defined space in ARTICLE II - EXPLANATION OF TERMS for street lighting, terminals, risers or other vertical Attachments if the existing joint use of such pole is authorized, such use does not interfere with the other party's operations, and such use complies with the terms of this Agreement (including the provisions of ARTICLE III - SPECIFICATIONS).

F. Each party shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all unbalanced loads caused by its Attachments. On existing poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.

G. The cost of establishing the joint use of existing poles as provided herein, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in ARTICLE IX - DIVISION OF COSTS.

H. Joint use of a pole shall automatically be continued under the terms of this Agreement if either of the following circumstances applies:

1. The pole was a Joint Pole under a Previous Agreement as of the Effective Date.
2. Both parties had Attachments on the pole - the pole was actually in joint use – as of the Effective Date.

I. Both before and after any termination of the right to place Attachments on additional poles, the Licensee shall have the right to Transfer its Attachments from an existing pole to a new pole installed as part of a road widening project and to continue joint use on such pole. If the Licensee is materially

breaching this Agreement or acting in bad faith or failing to cooperate or communicate as provided in this Agreement, Electric Utility may terminate the Licensee's rights under this ARTICLE IV.I.

J. To facilitate the implementation of this Agreement, each party will share with the other party information about its future pole line projects, as appropriate, to facilitate the other party's planning and budgeting.

K. To facilitate any preparation of APPENDIX A, the parties' representatives will, as reasonably necessary and appropriate and if requested by a party, discuss with one another the matters that are the subject of APPENDIX A.

ARTICLE V - PLACEMENT OF NEW POLES

A. Whenever either party hereto requires new pole facilities for any reason, including an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it may promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new pole(s) and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, suitable for joint use. In case of emergency verbal notice, the other party will preliminarily respond verbally on an expedited basis that it does or does not want to seek initial joint use of the new poles and will generally describe its planned initial Attachments. Within a reasonable period (not to exceed thirty (30) business days) after the receipt of such written notice, the other party will submit an APPENDIX A if required by ARTICLE IV above, and the provisions of ARTICLE IV will govern, unless the Electric Utility determines that it has no intent or expectation to use the new pole, in which instance the parties shall execute the Stand-Alone Pole Addendum, and the provisions therein shall apply.

B. Each party shall place its own Attachments on the new Joint Poles and place guys and anchors to sustain any unbalanced loads caused by its Attachments except as otherwise provided under ARTICLE IV - ESTABLISHING ATTACHMENT TO NEW POLES. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE VI - RIGHT OF WAY FOR ATTACHER'S ATTACHMENTS

While Electric Utility and Licensee will cooperate as far as may be practicable in obtaining rights of way for both parties on Joint Poles, Electric Utility does not warrant or assure to the Licensee any right of way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on Electric Utility's poles, no liability on account thereof shall attach to Electric Utility of the poles.

ARTICLE VII - MAINTENANCE OF POLES AND ATTACHMENTS

A. Electric Utility shall maintain all Joint Poles in a safe and serviceable condition and in accordance with the specifications mentioned in ARTICLE III - SPECIFICATIONS and shall replace, reinforce or repair should a pole become defective.

B. When replacing a Joint Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement poles where risers (dips) are installed should be set as close as possible to the existing pole. Electric Utility will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the

proposed pole. Reasonable effort will be made to coordinate locations of risers and Non-guyed Service Drops with the locations of the power facilities serving the customer.

C. Whenever it is necessary to replace or relocate a Joint Pole, Electric Utility shall, before making such replacement or relocation give reasonable notice thereof in writing or by electronic means (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing or by electronic means) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Joint Pole.

1. Should the Licensee fail to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (after all Electric Utility Transfers have been accomplished), Electric Utility may elect to relinquish the ownership of the old pole from which it has removed its Attachments, with the giving of verbal notice to be subsequently followed in writing. If Electric Utility so elects, such old pole shall thereupon, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless Electric Utility from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such pole or of any Attachments thereon. The unused portion of the pole above the Licensee's Attachments shall be cut off and removed by Electric Utility before relinquishing ownership, if the pole remains in structural conflict with the power route. Upon mutual agreement by Electric Utility and the Licensee, Electric Utility personnel may perform simple transfers for the Licensee at a mutually agreed upon price.
2. Should the Licensee fail to Transfer its Attachments to the new Joint Pole after the receipt of notification in writing or through electronic means for such Transfer of Attachments and after all third party and Electric Utility responsible Transfers have been accomplished, whichever is later ("Licensee Transfer Date"), and if Electric Utility does not elect to relinquish the ownership of the old pole from which it has removed its Attachments, the parties will have the following rights, in addition to any other rights and remedies available under this Agreement:
 - a. The Licensee shall pay Electric Utility the following amounts until the Licensee has transferred its Attachments and notified Electric Utility in writing or through electronic notification means that the Transfer has been accomplished:
 - i. Five dollars (\$5.00) per pole per month beginning with the sixty-first (61st) day after the Licensee Transfer Date and through and including the two hundred fortieth (240th) day after the Licensee Transfer Date,
 - ii. Ten dollars (\$10.00) per pole per month (instead of five dollars (\$5.00)) beginning with the two hundred forty-first (241st) day after the Licensee Transfer Date. In addition, the cost incurred by Electric Utility to return to the job site and remove the old pole will be paid by the Licensee. In the event the Licensee notifies Electric Utility that the Transfer has been accomplished, and Electric Utility returns to the job site to remove the old pole and discovers that the Transfer has not been made, then the Licensee will pay Electric Utility's cost of the trip to and from the job site. The intent of this paragraph is to ensure timely Transfers and minimize situations of two or more poles needlessly remaining at the same location for extended periods of time. The aforementioned provisions of this paragraph will only apply when poles are installed in a manner consistent with ARTICLE VII B.

D. Each party shall at all times maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair.

- E. Each party shall be responsible for right of way maintenance for its own circuits at its own expense.
- F. Any existing joint use construction of the parties hereto which does not conform to the specifications mentioned in ARTICLE III - SPECIFICATIONS shall be brought into conformity therewith as soon as practicable. To the extent such construction is compliant with the specifications in effect at the time of installation, neither party will be required to retrofit such existing, compliant attachments and at all times NESC grandfathering rules will apply. When such existing construction shall have been brought into conformity with said specification, it shall at all times thereafter be maintained as provided in Sections A and D of this ARTICLE VII.
- G. The cost of maintaining poles and Attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in this Agreement.
- H. Where a pole currently exists, and different, new or replacement poles are needed in substantially the same place to accommodate the Licensee's desired additional Attachments or desired new joint use, then, if joint use is established or to be established as provided in this Agreement, Electric Utility will construct and own the new poles, and the costs will be paid as provided in ARTICLE IX - DIVISION OF COSTS.
- I. Electric Utility shall have the right to require the Licensee, within one hundred twenty (120) days after the Licensee Transfer Date (as defined in ARTICLE VII - MAINTENANCE OF POLES AND ATTACHMENTS), either (a) to Transfer its Attachments from an existing pole to a new pole that is erected to carry the same or a similar service or Attachments as those on the existing pole, or (b) to remove its Attachments from the existing pole and terminate joint use as to the existing pole. The choice of option (a) or (b) will be the Licensee's. Or, if neither Electric Utility nor the Licensee desires a Transfer, Electric Utility may elect to abandon the existing pole to the Licensee as provided in ARTICLE VII - MAINTENANCE OF POLES AND ATTACHMENTS C. I. In the case of any such Transfer, the costs of transferring the Licensee's Attachments will be paid by the Licensee, unless such Transfer is required due to the requirements of an Outside Party, in which case the Outside Party shall reimburse the Licensee upon demand.

ARTICLE VIII - SAFETY INSPECTIONS

- A. **INSPECTION PERFORMANCE.** If Electric Utility has reasonable cause to believe Code Violations or unsafe conditions (or other violations of ARTICLE III) involving all parties exist on its system, it will provide documentation of this belief to all parties, and it may, not more than once every five (5) years, perform a periodic safety inspection of Electric Utility's Poles, including Attachments under this Agreement. The scope of the safety inspection may include the entire system or may be limited to a smaller portion of the system, such as one circuit or the circuits fed by one substation, at the discretion of Electric Utility. At least three (3) months prior to any such safety inspection, Electric Utility shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection. Electric Utility and all Attachers shall share equally in the cost of the Initial Safety Inspection and any subsequent safety inspections.
- B. **CORRECTIONS.** In the event Licensee has caused any violations of the specifications set forth in ARTICLE III, and such violation poses an imminent danger to persons or property ("Imminent Danger Violation"), such party shall correct such violation immediately, but at least within twenty-four (24) hours, unless otherwise agreed to by the parties. Should Licensee fail to correct such violation after notice, Electric Utility may correct the violation and bill the Licensee for the Actual Costs incurred. Following the Initial Safety Inspection, if Licensee has caused a Non-Imminent Danger Violation, Licensee shall have ninety (90) days to correct any such violation upon written notice from Utility, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within ninety (90) days, such extended time to be not more than an additional ninety (90) days. Notwithstanding the foregoing grace periods, in the event Electric Utility or any other third party prevents Licensee from properly correcting a Non-

Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such actions of the Electric Utility or third party. Licensee will not be responsible for the costs associated with violations caused by Electric Utility or its agents or Outside Parties. In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall insure that its employees, agents, or contractors, which Licensee causes to work on Joint Poles, will be notified of pending, unresolved poles requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the pole.

C. **PENALTIES.** Electric Utility may impose a penalty in the amount of one hundred (\$100) dollars for any violation caused by Licensee that is not corrected in accordance with the terms of this Agreement.

D. **OBSERVED SAFETY VIOLATIONS.** For avoidance of doubt, Licensee shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

ARTICLE IX - DIVISION OF COSTS

A. **NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST.** Whenever Electric Utility requires new pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing Pole line, it shall make a best effort to notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location of the new pole. In the case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to attach its Attachments and will generally describe its planned Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee shall submit the notice required under ARTICLE IV - ESTABLISHING JOINT USE OF POLES AND PERMISSION FOR JOINT USE. If Licensee chooses to attach to a newly installed pole(s) and requires more than the 12" of space on such pole, then the Licensee shall pay the incremental cost of the required new pole. If in connection with the construction of a pole(s) the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such pole(s) even if the pole(s) does not at that time become a Joint Pole. If joint use is established pursuant to ARTICLE V – PLACEMENT OF NEW POLES A. above, the cost to erect new Joint Poles coming under this Agreement, to construct new pole lines, or to make extensions to existing pole lines shall be borne by the parties as set forth in this ARTICLE IX – DIVISION OF COSTS A. If joint use is not established pursuant to ARTICLE V - PLACEMENT OF NEW POLES A. above, the provisions of ARTICLE IX – DIVISION OF COSTS below will control.

1. A Standard Pole, or if adequate a Joint Pole smaller than the Standard Pole, shall be erected at the sole expense of Electric Utility.
2. A pole larger than the Standard Pole, the extra height or strength of which is due wholly to Electric Utility's requirements including owner's requirements for pole space in excess of Supply Space set forth in ARTICLE II - EXPLANATION OF TERMS and requirements as to keeping Electric Utility's wires clear of trees shall be erected at the sole expense of Electric Utility.
3. In the case of a pole larger than the Standard Pole, the extra height or strength of which is due wholly to the Licensee's requirements including Licensee requirement for pole space in excess of Communication Space set forth in ARTICLE II - EXPLANATION OF TERMS and requirements as to keeping the Licensee's wires clear of trees, Electric Utility shall pay all costs associated with the construction of a Standard Pole and the

Licensee shall pay to the owner the remaining costs of erecting the larger than Standard Pole. If in connection with the construction of a pole the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to its Space on such pole even if the pole does not at that time become a Joint Pole; provided, however, if the Licensee does not attach to the pole within three years from the date the pole was set, then the Licensee shall no longer be entitled to its Space on such pole.

4. In the case of a pole larger than the Standard Pole, the extra height or strength of which is due to the requirements of both parties for greater Space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such pole and the Cost in Place of a Standard Pole shall be shared equally by the Licensee and Electric Utility, with the rest of the cost of erecting such pole to be borne by Electric Utility.
5. A pole, including all appurtenances or fixtures, erected between existing poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the owner and the Licensee, which it would have been unnecessary except solely due to Licensee's use had not been undertaken, shall be erected at the sole expense of the Licensee.

B. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of the poles for which it has contributed in whole or in part.

C. REPLACEMENT OF EXISTING POLES. Where an existing pole is replaced for maintenance purposes, Electric Utility shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been previously delivered to Electric Utility, unless such Application is denied in accordance herewith, and Electric Utility will pay all the costs of installing the replacement pole. Licensee will pay to replace its existing Attachments. The replaced pole shall be removed by Electric Utility.

1. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to Electric Utility's requirements, such as providing service, normal maintenance, or keeping Electric Utility's wires clear of trees, shall be erected at the sole expense of Electric Utility. Electric Utility shall bear the full expense of replacing or transferring all Electric Utility's Attachments and the Licensee shall bear the full expense of replacing or transferring all the Licensee's Attachments.
2. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to the Licensee's requirements, including Licensee's requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to Electric Utility the Make-ready cost of the new pole.
3. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to Licensee's requirements such as providing service, correcting a safety violation or keeping Licensee's wires clear of trees, Licensee shall pay all of the Make-ready cost of the new pole, including any costs associated with replacing or Transferring Licensee's Attachments.
4. In the case of a pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength which is due to the requirements of all parties on the pole, such as when the parties share responsibility for correcting a safety violation, the difference between the Cost in Place of such pole and the Cost in Place of the existing pole shall be shared equally by the Licensee and Electric Utility, and other third parties, if applicable, the rest of the cost of erecting such pole to be borne by

Electric Utility. Electric Utility and Licensee shall replace or Transfer all Attachments at their own expense.

5. In the case of a pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength which is due wholly to the requirements of an Outside Party, the Outside Party shall pay all of the Make-Ready cost of the new pole, including any costs associated with replacing or Transferring Licensee's Attachments.

D. **RESPONSIBILITY FOR OWN ATTACHMENTS.** Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

E. **SERVICE DROPS.** Where an existing pole is replaced by a taller one to provide the necessary clearance for the Licensee's Service Drop, the Licensee shall pay to Electric Utility the installed cost of the new pole plus the labor costs of replacing or transferring of the Attachments on the existing pole and the cost to remove the existing pole, minus any salvage value to Electric Utility.

F. **PAYMENT BASIS.** Payments made under the provisions of this Article may be based on the estimated or Actual Cost, as mutually agreed upon (including overhead), of making such changes but in no event, however, shall either Party be required to pay for such changes more than 120% of the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

G. **ELECTRIC UTILITY INSTALLING LARGER POLES FOR ELECTRIC UTILITY'S FUTURE USE.** In the event Electric Utility installs a pole larger than is initially required for Electric Utility's and Licensee's use in anticipation of Electric Utility's future requirements or additions, the additional space provided by Electric Utility shall be reserved for Electric Utility's sole use. Licensee may request documentation to validate the need for future space.

H. **CORRECTIVE MEASURES.**

1. If any Attachment of the Licensee is found to be in violation of the terms of this Agreement, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole(s) and all Transfers or other work incident thereto.
2. If any Attachment of Electric Utility is found to be in violation of the terms of this Agreement, then the parties will work together to minimize the cost of correcting any such deficiencies, but Electric Utility shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole(s) and all Transfers or other work incident thereto.
3. If there exists a violation of the terms of this Agreement (including the provisions of ARTICLE II - EXPLANATION OF TERMS and ARTICLE III - SPECIFICATIONS), and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies; provided, however, that if a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in any costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.
4. If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Electric Utility and any other Attachers; and Electric Utility will make reasonable effort to cause the Outside Party to make such payment.

I. WHEN EXISTING POLES NOT IN JOINT USE BECOME JOINT POLES.

1. If an existing pole not in joint use was constructed before the Effective Date and becomes a Joint Pole, the Licensee shall pay all necessary Make-ready costs associated with the Licensee attaching to the pole.
2. If an existing pole not in joint use was constructed after the Effective Date and becomes a Joint Pole, then:
 - a. The Licensee shall pay all Make-ready costs associated with the Licensee attaching to the pole if Electric Utility gave notice pursuant to ARTICLE V.A. but the Licensee did not, if required, submit an APPENDIX A as provided in ARTICLE IV and, if applicable, ARTICLE V.A.
 - b. If Electric Utility did not give notice pursuant to ARTICLE V.A. with respect to the pole, then Electric Utility shall pay all Make-ready costs associated with the Licensee attaching to the pole.

J. BUILDING DOWN. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.

K. MAKE-READY WHEN APPENDIX A NOT REQUIRED. Except as provided in ARTICLE IX.I. above, Electric Utility shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

ARTICLE X - UNAUTHORIZED ATTACHMENTS

If any Attachment made after the Effective Date of this Agreement is identified for which the APPENDIX A requirements (as set forth herein) have not been satisfied ("Unauthorized Attachment"), then, provided Licensee has 90 days to verify or deny the unauthorized attachments, upon receiving written notice the Licensee shall pay to the Electric Utility a one-time fee of fifty dollars (\$50) per pole plus a sum equal to the adjustment payments that would have been payable from and after the date the Attachment was first placed on the Electric Utility's pole as determined from Licensee's records or other evidence; provided, however, that if the date on which the Attachment was made cannot be determined, then the Licensee will pay a sum equal to the adjustment payments that would have been payable from and after the date the last Actual Inventory of Joint Poles was conducted, subject to any applicable laws regarding statutes of limitations. If the Licensee does not respond within 90 days, it will not have the right to dispute the unauthorized attachment fee. In addition, the Electric Utility may, without prejudice to its other rights or remedies under this Agreement, require the Licensee to submit within fifteen (15) business days of verification by Licensee that an Attachment is an Unauthorized Attachment (provided that Licensee has 90 days to verify or deny that an Unauthorized Attachment exists upon receiving written notice from Utility), an APPENDIX A along with supporting engineering design data for each such Attachment, and upon review of such information, the Electric Utility may require the Licensee to make or pay for such modifications as may be specified by mutual consent of the parties or if non-approval of APPENDIX A is justified, remove the Unauthorized Attachment at Licensee's expense within 90 days or by mutual agreement after Licensee has verified that the Attachment is an Unauthorized Attachment. If Licensee has failed to submit an APPENDIX A or has not removed such Unauthorized Attachments within the 90 days or by mutual agreement if such non-approval is justified, then the Electric Utility may remove such Attachments at the Licensee's expense and with no liability to the Electric Utility, in which event the Licensee shall reimburse the Electric Utility upon demand for the cost the Electric Utility incurred in making such removal and shall indemnify and save the Electric Utility harmless from and against all loss, liability, or expense (including but not limited to claim of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of negligence, gross negligence or intentional misconduct.

Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with ARTICLE III - SPECIFICATIONS.

ARTICLE XI - ABANDONMENT OF JOINT USE POLES

A. If Electric Utility desires at any time to abandon any Joint Pole, it shall, except as provided in ARTICLE VII - MAINTENANCE OF POLES AND ATTACHMENTS C., give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If at the expiration of said period Electric Utility shall have no Attachments thereon, but Licensee has not removed its Attachments, such pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless Electric Utility from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such pole or of any Attachments thereon; and shall pay Electric Utility the then depreciated value in place of the pole to Electric Utility. Electric Utility shall further evidence transfer of title to the pole by appropriate means. Credit shall be allowed for any payments which the Licensee may have made under the provisions of ARTICLE IX - DIVISION OF COSTS, when the pole was originally set, provided the Licensee furnishes proof of such payment. However, if the Electric Utility is putting its facilities underground, the pole shall not be sold to the Licensee, and the Licensee will comply with the undergrounding of the facilities or remove its facilities.

B. The Licensee may at any time abandon the use of a Joint Pole by removing therefrom any and all Attachments it may have thereon and by giving written notice thereof.

C. Licensee shall comply with reasonable and nondiscriminatory requirements that prohibit installation of structures on or above ground in an area designated solely for underground or buried cable and utility facilities.

ARTICLE XII – ADJUSTMENT PAYMENTS

A. At intervals of five (5) years, unless otherwise mutually agreed by the parties, an actual inventory of Joint Poles shall be made by representatives of the parties (the "Actual Inventory"). At the request of either party, an Actual Inventory shall be initiated within a year of the Effective Date and be promptly completed as the parties may more particularly agree. For the purpose of such Actual Inventory, any pole used by the Licensee for the sole purpose of attaching wires or cables thereto shall be considered a Joint Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Electric Utility's poles.

B. For a year in which there is no Actual Inventory, the number of Joint Poles used in calculating the adjustment payments provided for herein shall be based on the previous inventory plus any subsequent Permits submitted by the Licensee.

C. For a year for which there is an Actual Inventory, the adjustment payments provided for herein shall be based on the Actual Inventory; but there shall also be the adjustment provided for in ARTICLE XII.D. below.

D. For a year for which there is an Actual Inventory, the following adjustment shall be made:

1. The difference between the number of Joint Poles found by the Actual Inventory for the year in question and the number of Joint Poles currently being billed, whenever conducted, including any Actual Inventory conducted prior to the Effective Date of this Agreement, shall be prorated evenly based on the assumption that such poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.

2. If the adjustment payment so calculated pursuant to this section is greater than the adjustment payment that was actually made, the difference shall constitute an additional amount owed by the Licensee to Electric Utility; if less, the difference shall constitute an amount owed by Electric Utility or a credit to the Licensee.

ARTICLE XIII – FEES AND CHARGES

- A. Payment of Fees and Charges. Licensee shall pay to Electric Utility fees and charges and shall comply with the terms and conditions specified in the Agreement.
- B. Payment Period. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Electric Utility pursuant to this Agreement within thirty (30) calendar days after Licensee receives the invoice.
- C. The applicable computation of payments and calculations as above provided shall be made on or about January 1st of the calendar year following the Attachment rental year, each party acting in cooperation with the other. For example, on or about January 1, 2019, Electric Utility will issue the rental invoice for the rental period covering January 1, 2018 through December 31, 2018.
- D. Annual Pole Attachment Fee per foot of occupied usable space per year shall be as follows:

Rate: Maximum allowable rate pursuant to 47 USC 224(d) and (e) as established in Federal Communications Commission Order on Reconsideration 15-151. Calculations will be provided to Licensee annually upon request.
- E. Non-Recurring Fees:

1. Permit Application Fee:

Number of Poles Affected	Application Fee (Per Application)
1-10	\$50
11-20	\$150
21-25	\$250
26+	Cost Estimate Will Be Provided

2. Make Ready Charges: See Article IX
3. Miscellaneous Charges: See Article IX
4. Unauthorized Attachment Fee: See Article X
5. Safety Inspection Fees: See Article VIII
6. Inventory Inspection Fees: See Article XII
7. Timely Transfer Fees: See Article VII

ARTICLE XIV – DEFAULTS

- A. If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default insofar as concerns the granting of future joint use and if such default shall continue for a period of ninety (90) days after such suspension, the party not in default may forthwith terminate this Agreement.
- B. If after reasonable notice either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the

defaulting party to make such a payment within thirty (30) days upon presentation of bills therefor shall, at the election of the other party, constitute a default under this ARTICLE XIV.

ARTICLE XV - RIGHTS OF OTHER PARTIES

A. If Electric Utility, prior to the execution of this Agreement, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of ARTICLE XV.B. below, except where such Outside Parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Electric Utility shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. If Electric Utility desires to confer upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of ARTICLE III - SPECIFICATIONS, and (2) such Attachments shall not be located within the space allocation of Licensee. Electric Utility shall derive all of the revenue accruing from such Outside Parties.

C. With respect to any rights and privileges granted by Electric Utility under this Article to others not parties hereto, Electric Utility shall reimburse Licensee's cost for transferring and rearranging Licensee's Attachments to provide space for Attachments for such Outside Parties.

D. Outside Parties shall be responsible for their pro rata share of any costs mentioned in ARTICLE IX-DIVISION OF COSTS.

ARTICLE XVI - ASSIGNMENTS OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it or associated or affiliated with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the Attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such pole by the permission as aforesaid of either party herein shall be considered as the Attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVII - WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XVIII - PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon Joint Poles, and the taxes and the assessments which are levied on Joint Poles shall be paid by Electric Utility, but any tax, fee, or charge levied on Electric Utility's poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE XIX - BILLS AND PAYMENT FOR WORK

A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

B. All amounts to be paid by either party under this Agreement shall be due and payable within thirty (30) days after the invoice is received. Except as provided in ARTICLE XIX.C. below, any payment not made within thirty (30) days from the due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.

C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within thirty (30) days of receipt of substantiation and determination of the correct amount.

ARTICLE XX – NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Licensee:

Electric Utility:

The City of Petoskey
Public Works, Electric Division
101 E. Lake Street
Petoskey, MI 49770

B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in ARTICLE XX.A. above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or APPENDIX A shall be made to the sender rather than to the person designated in ARTICLE XX.A. or ARTICLE XX.B. above.

D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable electronic means, such as email or facsimile.

E. A second copy of any notice given under ARTICLE XIV – DEFAULTS or ARTICLE XXI - RESOLUTION OF CERTAIN DISPUTES shall be given to the following persons, who may from time to time be changed by written notice:

Licensee:

Electric Utility

F. The parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

ARTICLE XXI - TERM OF AGREEMENT

A. This Agreement shall become effective upon its execution and, if not terminated in accordance with the provisions of this agreement, continue in effect for a term of five (5) years. Following the initial term, either party may terminate this Agreement by giving to the other party written notice of an intention to terminate the Agreement at least 90 days in advance of termination; but, upon failure to give such notice, this Agreement shall continue in force upon the same terms and conditions.

B. The Licensee shall have 180 days from the date Electric Utility has issued a Permit to complete attachment of Licensee's Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall terminate without further notice to Licensee as to any pole or poles covered by the Permit to which Licensee has not attached its Attachment.

C. If at any time after Licensee has attached its Attachment to Electric Utility's poles, Electric Utility is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Electric Utility's poles immediately after receiving notice from Electric Utility of such circumstance and the Permit covering such poles shall automatically terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the pole pending the outcome of the dispute, Licensee may maintain its Attachment without any liability to Electric Utility thereto.

D. Electric Utility may, in addition to seeking any other remedy available to it, terminate this Agreement or any Permit issued under this Agreement if Licensee fails to comply with any of the provisions of this Agreement and fails within 30 days (or such longer reasonable period if a 30 day cure period is not possible) after written notice from Electric Utility to correct such neglect, refusal, or default.

E. In the event a governmental entity at any time requires Electric Utility to remove 1 or more of its poles, any Permit issued to Licensee for such poles shall automatically terminate as to such poles, in which event Electric Utility shall refund to Licensee any unearned payments made pursuant to this Agreement.

G. Licensee may at any time terminate any right to attach an Attachment to any pole by removing its Attachment from such pole and notifying Electric Utility of such removal. The Permit covering such pole shall terminate upon receipt of such notice by Electric Utility. Licensee may at any time terminate this Agreement by removing all of its Attachments from all of Electric Utility's poles and notifying Electric Utility of such removal. Except as otherwise provided in this Agreement, the Licensee shall have 60 days within which to remove its Attachments from Electric Utility's pole or poles upon termination of this Agreement or of a Permit issued under this Agreement. If the Licensee fails to remove its Attachments from Electric Utility's pole or poles within such 60-day period, Electric Utility shall have the right to remove the Licensee's Attachments from said pole or poles, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Electric Utility upon demand for the cost Electric Utility incurred in making such removal. The Licensee shall indemnify and save Electric Utility harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

H. All Permits issued under this Agreement shall automatically terminate upon termination of this Agreement.

ARTICLE XXII - EXISTING CONTRACTS

All existing agreements for Pole attachment license between the parties, and all amendments thereto are by mutual consent hereby abrogated and superseded by this Agreement.

Nothing in the foregoing shall preclude the parties to this Agreement from entering such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXIII – LIABILITY

Licensee agrees to indemnify, defend and hold harmless Electric Utility, its directors, officers, shareholders and employees (collectively "Indemnified Persons") from and against any and all claims, liabilities, losses, damages, costs, discovery requests, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys' fees, as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding,

investigation, subpoena or other inquiry (whether or not Electric Utility is a party to the proceedings or litigation at issue) in connection with actual or threatened actions ("Losses") relating to or arising out of this License or any matter relating to the License; provided, however that Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the sole negligence of any Indemnified Person in connection with the performance of the License.

ARTICLE XXIV – CONSTRUCTION

This Agreement was drafted by all parties to it and is not to be construed against any party. Neither the negotiations of the language of this Agreement, nor prior drafts of this Agreement, nor the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

ARTICLE XXV - REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

ARTICLE XXVI – INSURANCE

A. Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below and shall name Electric Utility as an additional insured on all such policies, except workers compensation:

1. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Michigan law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Electric Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$5,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.
3. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
4. Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.
5. Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and Electric Utility structures, fencing, or support systems that may be placed on, within,

or around Electric Utility facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.

6. Performance Bond. Prior to making any Attachments under this Agreement, Licensee shall provide to Electric Utility a performance bond in an amount corresponding with the requirements of Appendix C. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the State of Michigan and listed with the U.S. Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Electric Utility. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Electric Utility which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about Electric Utility's Poles. This shall include claims for damages to Electric Utility Facilities caused by Licensee, or its contractors and agents. Electric Utility shall have the right to draw funds from the bond to recover damages to Electric Utility Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Electric Utility to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose. The amount and form of the performance bond applicable to Licensee is based on the requirements provided in Appendix C.

B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Michigan and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverage of the type that Licensee is required to obtain under this ARTICLE XXVI with the same limits.

C. Certificate of Insurance; Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, the Licensee will furnish Electric Utility with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. Electric Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Electric Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Electric Utility. Licensee shall defend, indemnify and hold harmless Electric Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Electric Utility upon request.

D. Limits. The limits of liability set out in this Article XXVI may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the

passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.

E. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with Electric Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Electric Utility's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

F. Deductible/Self-insurance Retention Amounts. Licensee may meet all or a portion of the insurance requirements of this article by self insurance. To the extent the Licensee self-insures, the Licensee is not required to name additional insureds as required by this Article. The Licensee must provide to the Electric Utility such evidence as required by the Electric Utility demonstrating, to the Electric Utility's satisfaction, the Licensee's financial ability to meet the requirements of this Article requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Electric Utility's satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Article.

G. Additional Insurance. Electric Utility shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this ARTICLE XXVI. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Electric Utility within thirty (30) days of the Licensee providing proof of such additional premium to Electric Utility and requesting payment therefor.

ARTICLE XXVII- GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Michigan without regard to its rules regarding choice of law. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the State Courts within Emmet County in the State of Michigan, and the parties expressly waive the right to bring any legal action or claims in any other courts.

ARTICLE XXVIII - SEVERABILITY

The provisions (or parts thereof) of this Agreement shall be severable. In the event that any provision (or part thereof) of this Agreement is determined to be illegal, invalid, or otherwise enforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this Agreement.

In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

Electric Utility

By:_____

Dated:_____

Printed Name

Title

Licensee

By: _____

Dated: _____

Printed Name

Title



APPENDIX A
REQUEST TO ATTACH/MODIFY ATTACHMENTS TO POLE(S)
OR
INSTALL WIRELESS SUPPORT STRUCTURE(S) OR NEW POLE(S)

An applicant is defined as an owner or authorized representative of a wireless service provider or wireless infrastructure provider who applies for a permit to construct, operate, use, and/or maintain a wireless facility, utility pole or wireless support structure within the right-of-way for the purpose outlined within the application. An authorized representative who makes application on behalf of the owner of the wireless facility, utility pole or wireless support structure must provide documentation of authority to apply for a request.

Applicant Information

Name: _____

Address: _____

City: _____	State: _____	Zip: _____
-------------	--------------	------------

Phone: _____	Cell: _____	Fax: _____
--------------	-------------	------------

Email: _____

Authorized Representative

Company: _____

Address: _____

City: _____	State: _____	Zip: _____
-------------	--------------	------------

Phone: _____	Cell: _____	Fax: _____
--------------	-------------	------------

Email: _____

Checklist of Required Information and Documents

Yes No

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Telecom or Video Provider |
| <input type="checkbox"/> | <input type="checkbox"/> | Proof of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | Performance Bond |
| <input type="checkbox"/> | <input type="checkbox"/> | Detailed Construction Plans and Drawings |
| <input type="checkbox"/> | <input type="checkbox"/> | Colocation on City Utility Poles |
| <input type="checkbox"/> | <input type="checkbox"/> | Make Ready Required |
| <input type="checkbox"/> | <input type="checkbox"/> | Disturbance to Right-of-Way |
| <input type="checkbox"/> | <input type="checkbox"/> | Wireless Support Structure/Pole |
| <input type="checkbox"/> | <input type="checkbox"/> | Antenna with Wireless Facilities |
| <input type="checkbox"/> | <input type="checkbox"/> | Ground-Mount Facilities in Right-of-Way (pedestals, vaults, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | Detailed Drawings and Specifications showing wireless support structure type, location, height, and affiliated wireless facilities |

Signature

I certify that the provided information is true and correct. I understand that additional agreements may be necessary and further understand that no work may be started until a Permit has been obtained approving of this work..

Applicant Signature: _____ Date: _____

Approval/Denial of Request (to be completed by Electric Utility)

Response Date: _____ Utility Make Ready Construction Required: ☐ Yes ☐ No

Request Response: ☐ Approved ☐ Denied Permit #: _____

If denied, reason for denial: _____

Name: _____ Title: _____

Phone: _____ Email: _____

Signature: _____

APPENDIX B – SPECIFICATION FOR ATTACHMENTS TO POLES

Licensee, when making Attachments to Electric Utility Poles, will adhere to the following engineering and construction practices.

A. All Attachments shall be made in accordance with ARTICLE III – SPECIFICATIONS.

B. Clearances

1. Attachment and Cable Clearances: Licensee's Attachments on Electric Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum 40" separation specified in the National Electrical Safety Code ("NESC") Table 235-5(1a) and in drawings and specifications Electric Utility may from time to time furnish Licensee.
2. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Electric Utility's service drops and communications service drops shall be twelve (12) inches, per NESC 235C1b (exception 3). (see drawing A-5)
3. Other Drop Clearances: All other drop clearances at the mid-span must conform to NESC table 235-6 (or its successor).

a. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between all telecommunication cables that meet NESC rule 230E 1 (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand, or self-supporting cables).

NESC table 235-6 requires:

- 30" from neutral (May be 12" when exception #16 is adequate)
 - 30" from supply lines carrying 0 to 8.7 kV (secondary)
 - 30" plus 0.4" per kV in excess of 8.7 (primary)
4. Vertical Risers: All risers, including those providing 120/240 volt power for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible), attached to the pole with stand-off brackets.
 5. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Electric Utility pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.
 6. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Electric Utility facilities, or the distance specified by Electric Utility, whichever is greater.

C. Anchors and Guys

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Electric Utility's poles by Licensee's Attachments. Anchors must be guyed adequately.

2. Anchors and guy wires must be installed on each Electric Utility pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. No proposed anchor can be within five (5) feet of an existing anchor.
3. Licensee may not attach guy wires to the anchors of Electric Utility or third-party user without the anchor owner's specific prior written consent.
4. No Attachment may be installed on an Electric Utility pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Electric Utility poles until all required guys and anchors are installed.
5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Electric Utility's pole, in accordance to NESC rule 092C3a. Electric Utility will determine if guys should be grounded or insulated.

D. Certification of Licensee's Design

1. Licensee's Attachment Permit application must be signed by an engineer certifying that Licensee's aerial cable design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Electric Utility for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.
2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Electric Utility's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

1. Attachments: All Licensee Attachments will be made on the street side of the pole unless otherwise approved by Electric Utility.
2. Cable Bonding: Licensee's messenger cable shall be bonded according to NESC rule 092C1 as a minimum, or at every pole with a vertical ground, as determined by Electric Utility.
3. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
4. Communication Cables: All communications cables/wires not owned by Electric Utility shall be attached within the communications space that is located below the Communication Worker Safety Zone
5. Tagging: On at least every other pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Electric Utility within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number.

APPENDIX C – PERFORMANCE BONDS

The performance bond requirements applicable to Licensee are listed below. Attachers operating Private Networks that select Option A are exempt from the performance bond requirements.

Option A. Private or public Attaching Entity operating a Private Network and not providing Communications Services regardless of the number of Attachments installed on Electric Utility Poles. No performance bond required.

Option B. Attaching Entity providing Communications Services with Attachments installed on Electric Utility Poles. Require a performance bond in the amount of \$10,000 or \$50 per Attachment, whichever is greater.

WIRELESS ADDENDUM

TO

STANDARD POLE ATTACHMENT LICENSE AGREEMENT

BETWEEN

The City of Petoskey.

AND

DATED: _____

Contents

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PREAMBLE

In addition to the terms agreed to in the Standard Pole Attachment License Agreement dated

_____, Licensee, when co-locating small cell wireless facilities on Electric Utility poles, agrees to adhere to the following non-discriminatory procedures and specifications in accordance with the small wireless communications facilities deployment act.

ARTICLE I – EXPLANATION OF TERMS

- A. **Antenna** means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.
- B. **Co-locate** means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. “Co-location” has a corresponding meaning. Co-locate does not include make-ready work or the installation of a new utility pole or new wireless support structure.
- C. **Electric Utility** refers to the signatory organization of this addendum or any contractor or subcontractor working on behalf.
- D. **Licensee** refers to the signatory organization of this addendum or any “wireless provider,” “wireless infrastructure provider,” “wireless services provider” (as defined in the small wireless communications facilities deployment act), or other contractor or subcontractor working on behalf of the Licensee.
- E. **Make-ready work** means work necessary to enable an authority pole or utility pole to support co-location, which may include modification or replacement of utility poles or modification of lines.
- F. **Micro wireless facility** means a small cell wireless facility that is not more than 24 inches in length, 15 inches in width, and 12 inches in height and that does not have an exterior antenna more than 11 inches in length.
- G. **Rate** means a recurring charge.
- H. **Small cell wireless facility** means a wireless facility that meets both of the following requirements:
 - a) Each antenna is located inside an enclosure of not more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than 6 cubic feet.
 - b) All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.
- I. **Wireless facility** means equipment at a fixed location that enables the provision of wireless services between user equipment and a communications network, including, but not limited to, radio transceivers, antennas, coaxial or

fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes a small cell wireless facility. Wireless facility does not include any of the following:

- a) The structure or improvements on, under, or within which the equipment is co-located.
- b) A wireline backhaul facility.
- c) Coaxial or fiber-optic cable between utility poles or wireless support structures or that otherwise is not immediately adjacent to or directly associated with a particular antenna.

ARTICLE II – GENERAL CONDITIONS AND PROCEDURES

A. The Licensee is responsible for responding to any and all community concerns or complaints related to Antennas, Micro Wireless Facilities, or Small Cell Wireless Facilities, including aesthetic appearance, health concerns due to radio frequency emissions, etc.

B. The Licensee will independently obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Licensee's proposed service and all easements, licenses, rights-of way and permits necessary for the proposed use of Electric Utility's poles. The Licensee may also be required to obtain a franchise agreement when and where necessary.

C. The Electric Utility must approve all pole locations selected for antenna placement.

D. The Electric Utility must approve the design and mounting requirements for all pole-top, and other type Antennas, Micro Wireless Facilities and Small Cell Wireless Facilities.

E. All Antennas, Micro Wireless Facilities and Small Cell Wireless Facilities to be installed in or above the Communication Worker Safety Zone will be installed by the Electric Utility or a contractor approved by the Electric Utility.

- 1) Electric Utility is not a guarantor of any approved contractors. Electric Utility, whether by making available a list of approved contractors or by other methods, has not made and makes no representations or warranties of any nature, directly or indirectly, express or implied, as to performance of the contractors. Selection of the approved contractor to perform the specified work is the sole decision of the Licensee.

F. If Licensee is required to relocate Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities co-located on an Electric Utility pole, it shall do so in accordance with the nondiscriminatory terms set by the Electric Utility.

G. Notwithstanding any conditions herein, equipment must be installed in accordance with the National Electrical Safety Code and the Electric Utility's construction standards.

ARTICLE III – RADIO FREQUENCY

A. Where required, two radio frequency (RF) warning signs must be installed. One RF warning sign must be placed at eye level, a second sign must be placed at the pole top, just beyond where the safe approach distance ends. The sign must include the Electric Utility's name, contact number, and the approach distance of the Antenna.

B. The Licensee must provide the Electric Utility with documentation that confirms all RF emissions comply with applicable laws governing RF exposure levels.

ARTICLE IV – ESTABLISHING ATTACHMENT TO POLES

A. Licensees seeking to attach pole-top Antennas, Micro Wireless Facilities or Small cell wireless facilities must follow the procedure delineated in Article IV of the underlying Standard Pole Attachment License Agreement and must provide the Electric Utility with the following:

1. Permit form, including associated maps, drawing and other requested information, as provided in Appendix A of the underlying Pole Attachment License Agreement;
2. Spec sheets (including typical attachment drawings) and design information for the equipment proposed for attachment.

B. Poles selected for pole-top Antennas, Micro Wireless Facilities or Small cell wireless facilities must meet the following criteria:

1. Proposed pole-top locations must have adequate pole space and not exceed the pole's maximum loading.
2. Only one attachment will be allowed on a pole-top;
3. Must be a tangent pole;
4. Poles selected must not have existing equipment (regulators, gang switches, capacitors, etc.);
5. Pole must be readily accessible by bucket truck;
6. Minimum of a class 3 pole;
7. Attachment must be a minimum of 5 feet above the highest electric attachment;
8. Pole extensions are not permitted;
9. A new ground rod is required at all pole-top attachment locations.

C. Riser cables and grounds must be installed in a minimum of Schedule 40 conduit made of nonconductive material and not larger than 2 inches.

D. All Antenna, Micro Wireless Facility, or Small Cell Wireless Facility power sources must have a lockable disconnect installed, to allow for the power source and any back-up power sources to be disconnected. The Licensee must provide the Electric Utility with access to the disconnect by providing keys or combination to the lock. Disconnect and/or meter boxes must be installed according to Electric Utility's standards.

E. Licensees seeking to attach to Electric Utility-owned streetlight poles must conform to the following conditions:

1. All Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities must clamp to the streetlight arm. Holes drilled in the arm or bracket will not be permitted.
2. Antennas, Micro Wireless Facilities and Small cell wireless facilities to be installed on a pole must match the aesthetics of the existing Electric Utility pole, satisfy wind load testing requirements, and must not interfere with the maintenance of the lights.
3. For purposes of this Article, "pole" means a pole owned or controlled by Electric Utility that is used for the distribution of electricity, wood poles used for street lighting. A pole does not include wire, fiber, or any similar thing used to conduct information or electricity between the pole structure or decorative street lighting poles. Decorative street lighting poles are poles, other than wood poles, used for street lighting, but not electric delivery service.

ARTICLE V – FEES AND CHARGES

A. Licensee is solely responsible for all costs associated with Make-Ready Work needed to bring the pole into compliance, including the cost of the pole-loading analysis and other required engineering. A good-faith estimate established by Electric Utility for any make-ready work shall include pole replacement if necessary. All make-ready costs shall be based on actual costs, with detailed documentation provided. All fees, charges and Annual Rental will be administered in accordance with Article XIII of the Standard Pole Attachment License Agreement, except for the following:

1. The Rate to Co-locate Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities on the Electric Utility's pole is \$50 per pole annually. Every 5 years after the effective date of the small wireless communications facilities deployment act (March 12, 2019), the Rate shall be increased by 10% and rounded to the nearest dollar.
2. The fee to process requests by Licensee to Co-locate Antennas, Micro Wireless Facilities or Small Cell Wireless Facilities on Electric Utility poles is \$100 per pole. There will be an additional fee of \$100.00 per pole for processing the request, if a modification or maintenance of the co-location requires an engineering analysis. Every 5 years after the effective date of the small wireless communications facilities deployment act (March 12, 2019), the Rate shall be increased by 10% and rounded to the nearest dollar.

In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

Electric Utility

By: _____

Dated: _____

Printed Name

Title

Licensee

By: _____

Dated: _____

Printed Name

Title

**WIRELESS SUPPORT STRUCTURE/NEW POLE
ADDENDUM**

TO

STANDARD POLE ATTACHMENT LICENSE AGREEMENT

BETWEEN

The City of Petoskey.

AND

DATED:_____

Contents

PREAMBLE 3

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PREAMBLE

In addition to the terms agreed to in the Standard Pole Attachment License Agreement dated _____, Licensee, when installing a Wireless Support Structure or other structure in the nature of a “stand-alone” pole that is not intended or expected to be used by the Electric Utility for providing services other than to the Licensee, and which will be used for another purpose, such as the attachment of small cell wireless facilities, agrees to adhere to the following non-discriminatory procedures and specifications in accordance with the small wireless communications facilities deployment act.

ARTICLE I – SCOPE OF ADDENDUM

This Addendum is applicable in the circumstances described in its Preamble.

To the extent the provisions in this Addendum conflict with any provision of the Standard Pole Attachment License Agreement or any other Addendum, the provisions in this Addendum shall control.

The definitions provided in the Standard Pole Attachment License Agreement and any other Addendum are applicable to this Addendum.

ARTICLE II – ADDITIONAL CONDITIONS AND PROCEDURES FOR NEW POLES/STRUCTURES

A. These procedures are in addition to those delineated in Article IV of the underlying Standard Pole Attachment License Agreement and the Wireless Addendum.

B. New poles/structures shall not be placed in an area where all other utilities are underground unless approved by the Electric Utility. The Electric Utility may refuse to permit such installation. Collocation, including replacement of existing poles or support structures, is strongly encouraged over the installation of additional new poles or support structures in the Right of Way.

C. New poles/structures shall be designed and placed in such fashion as to create the least negative impact on the district as possible. Such accommodations may include use of similar height, materials, color, design, number and appearance of other similar structures utilized by other occupiers of the rights-of-way and public spaces. The Electrical Utility shall determine the appropriate final location and design for the new pole/structure, with the collaboration of the Licensee and shall consider the Licensee's needs and requirements. To the fullest extent possible:

1. Placement of all equipment inside the pole or support structure shall be used over placement outside the pole, including ground mountings.
2. Smallest equipment, antennas and poles and support structures feasible shall be utilized.
3. Camouflaging, stealth or concealment elements shall be utilized.
4. Installations shall be placed in the most favored zoning district in the following order of preference (most preferred to least):
 - A. Industrial
 - B. Commercial
 - C. Residential

- D. Underground (commercial and then residential)
- E. Environmentally sensitive areas including nature and wetland preservation sites

D. Such poles/structures shall be constructed and maintained so as not to obstruct or hinder the usual travel or public safety on the Right of Way or obstruct site lines, the City's use of its Right of Way, or the use of the Right of Way by other utilities, communications or other service providers.

ARTICLE III – COST OF NEW POLES/STRUCTURES

New poles and structures installed pursuant to this Addendum shall be erected at the sole expense of the Licensee. If, however, due solely to the element of design, the cost of the new pole/structure exceeds 150% of the cost of a pole/structure that would have otherwise fully met the Licensee's requirements, the Licensee may request, and the Electrical Utility shall consider, a cost-sharing arrangement with respect to the excess cost, which shall be considered on a case-by-case basis.

ARTICLE IV – OWNERSHIP OF NEW POLE/STRUCTURE

Any new pole/structure installed pursuant to this Addendum shall be the property of the Licensee, provided, however, that Licensee shall not preclude collocation by other providers or utilities. This provision does not preclude a Licensee from seeking to recover pro-rata share of the cost of the pole or structure installation from an entity or service requesting to colocate.

In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

Electrical Utility

By: _____

Printed Name

Title

Licensee

By: _____

Printed Name

Title



BOARD: City Council

MEETING DATE: April 20, 2020

DATE PREPARED: April 14, 2020

AGENDA SUBJECT: City Tree Inventory and Management Plan Contract Approval

RECOMMENDATION: That the City Council authorize contracting with Davey Resource Group, Inc., Kent, Ohio

Background The City's 2020 Annual Budget included approximately \$30,000 for this worthwhile planning project. Petoskey has never had a tree inventory or management plan, but with the investment the City makes in forestry and also with the designation of a "Tree City, USA," having these important components done will assist staff with future planning. The tree inventory will consist of having each street tree and dedicated park trees evaluated, identified and inventoried in a GIS software, which can be accessed by staff. When a tree is replaced, trimmed or maintained, staff will make a note in the system. Also, the inventory will address any risk factors associated with dead, diseased or trees/branches that could be a threat to park and trail users. The management plan will help guide with maintenance tasks, and long term planting schedule.

The City also received an \$11,500 grant through the Urban Community Forestry Program to assist in funding the inventory and management plan. Per the grant agreement, the project needs to be completed by September 1, 2020 so it is imperative to get contractors started so the completion deadline can be met.

Procedure Specifications were prepared based upon examples from other communities who have gone through the process. Specifications were also reviewed and approved by the City's contracted forester.

Bid The Tree Inventory and Management Plan was formally advertised in the Petoskey News Review February 24, 2020; and on our website. Bids were received and opened on Tuesday, March 24, 2020.

<u>Bidder</u>	<u>Total</u>
Davey Resource Group, Inc. Kent, Ohio	\$15,600

Review & Recommendation City staff and forester, upon review, recommends to City Council that Davey Resource Group, Inc., Kent, Ohio, be considered for award of the contract in the amount of \$15,600. Therefore, the City Manager will ask that a contract be offered to this firm, with the ability to extend or adjust the contract by the unit prices bid. Also, if approved, the individual completing the work is from Boyne City.