



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

May 19, 2014

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) INVOCATION- Scott Loughrige, Cross Roads Church & Ministries
- 4) PLEDGE OF ALLEGIANCE
- 5) APPROVAL OF AGENDA – Items can be added or deleted from the Agenda by Council action.
- 6) PUBLIC COMMENT ON AGENDA ITEMS – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.
- 7) CONSENT AGENDA

A. Schedule a Public Hearing for Rezoning Request #RZ14.01 for 842 W. Michigan Avenue P. 3

City Council will consider the recommendation to schedule a public hearing for Monday, June 16, 2014 to hear public comment on Zoning Amendment Application #RZ14.01 for 842 W. Michigan to rezone rear portion of parcel from R-2 (Suburban Residential District) to B-4 (Regional Commercial District).

B. Schedule a Public Hearing for the Addition of §156.224, draft Donation Collection Bins Ordinance and accompanying addition of definitions to §156.003 P. 11

City Council will consider the recommendation to schedule a public hearing for Monday, June 16, 2014 to hear public comment on the addition of §156.224, Donation Collection Bins Ordinance and the accompanying addition of definitions to §156.003.

C. City Council Minutes P. 18

Regular Session..... Monday, May 5, 2014

D. City Bills P. 24

Regular Purchases \$69,242.02

Purchased Power..... \$717,661.21

Weekly Purchases –5/2/14 \$ 22,512.08

Weekly Purchases –5/9/14 \$ 32,676.81

Total..... **\$ 842,092.12**

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. Fiscal Year 2015 Budget Adoption P. 29

City Council will receive public comment on the proposed budget and related property tax millage rates for the Fiscal Year 2015.

Mayor:

James Dyer

Council Members:

Ward 1 - David Revore

Ward 2 - Nick Metzger

Ward 3 - Brent Williams

Ward 4 - Jack Reed

Ward 5 - Jody Mankerian

At-Large - Kathy Miller



11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

- A. **Master Plan RFP** **P. 34**
City Council will consider the recommendation to approve the proposal from Clearzoning of Lathrup Village, in the amount of \$58,970, to update the City's Master Plan, Zoning Ordinance and Sign Ordinance.
- B. **Dump Truck** **P. 35**
City Council will consider the recommendation to approve the purchase of a one-ton dump truck from Boshear's Ford of Marshall in the amount of \$39,696.
- C. **Annual Compensation of Administrative Officials, Department Heads, and Salaried Personnel** **P. 36**
City Council will consider the recommendation to approve the proposed FY 2015 wages for the Administrative Officials, Department Heads and Salaried Personnel as presented.
- D. **AT&T Video Service – Local Franchise Agreement** **P. 38**
City Council will consider the recommendation to approve the Uniform Video Service Local Franchise Agreement with AT&T Michigan and authorize the Clerk to sign the agreement.
- E. **Electric Land Purchase** **P. 53**
City Council will consider the recommendation to authorize the Clerk to sign the Offer to Purchase Real Estate for Parcel 13-53-001-491-00 in the amount of \$30,000.
- F. **Revision to City/County Lease for the Marshall Regional Law Enforcement Center**

The City Attorney will discuss a revision to the lease agreement.

13) APPOINTMENTS / ELECTIONS

- A. **Appointment to the Local Development Finance Authority** **P. 57**
City Council will consider the recommendation to reappoint Mark Oerther to the Local Development Finance Authority with a term expiring June 2, 2018.

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any item not on the agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

Respectfully submitted,

Tom Tarkiewicz
City Manager

May 19, 2014

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ADMINISTRATIVE REPORT
May 19, 2014 - CITY COUNCIL MEETING

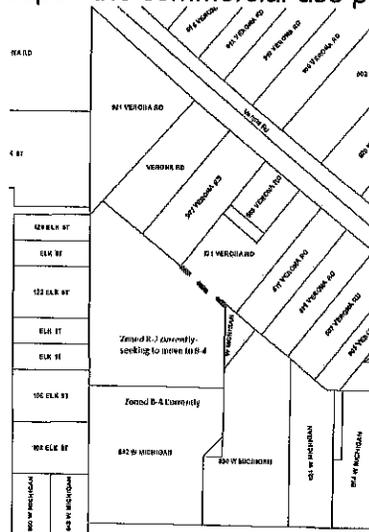
REPORT TO: Honorable Mayor and City Council Members

FROM: Natalie Dean, Director of Community Services
 Tom Tarkiewicz, City Manager

SUBJECT: Set public hearing for June 16, 2014 to consider Zoning Amendment Application #RZ14.01 for 842 W. Michigan, rezone rear portion of parcel from R-2 (Suburban Residential District) to B-4 (Regional Commercial District)

BACKGROUND: On May 14, 2014 the Planning Commission held a public hearing on a rezoning request from the potential owner and current owner of 842 W. Michigan Avenue. This parcel was formerly home to Family Tree Garden Center and is currently under a purchase agreement with Goodwill Industries who are proposing to build a retail center and workforce training center on the lot. Upon approval of the rezoning request, the developer plans to move forward with site plan review.

Previously, the rear lot line on 842 W. Michigan was adjusted to match the rear lot lines on Verona and deepen the commercial-use potential for the parcel.



At the public hearing, the following comments were heard:

1. Matt Van Dyke, 7186 Standiford St., Kalamazoo, MI, attorney for Goodwill, explained the use of the property as Goodwill and work force training. He discussed the aesthetics of the site and how this re-development will improve the site.

323 W. Michigan Ave.
 Marshall, MI 49068
 p 269.781.5183
 f 269.781.3835
 cityofmarshall.com

2. James Cracraft, 123 Plum St, Marshall, discussed his objections he listed in his letter that he mailed to Planning Commissioners. Mr. Cracraft does not feel a commercial property should be placed on the land.

3. Matt Van Dyke reiterated that the property facing Verona Road will remain residentially zoned.

4. James Cracraft asked about the drainage issues on the property and stated that since Goodwill is a non-profit business what taxes will they pay.

Afterwards, the Planning Commission worked through a Zoning Amendment worksheet which addressed the following criteria:

Discussion Comments: Commissioners discussed with Mr. Cracraft the boundaries of the property and what is being requested to be rezoned commercial and what was remaining residential.

(1) The proposed zoning district is more appropriate than any other zoning district, or more appropriate than adding the desired use as a special land use in the existing zoning district.

Comments: Could parking be allowed in residential? No. Dealing with a split zone and it does not make sense to bring residential zone up to frontage on W. Michigan. May not be more appropriate but is appropriate.

(2) The property cannot be reasonably used as zoned.

Comments: Commissioners stated it would be troublesome to place appropriate uses on a split-zoned lot.

(3) The proposed zone change is supported by and consistent with the goals, policies and future land use map of the adopted city master plan. If conditions have changed since the plan was adopted, as determined by the Planning Commission, the consistency with recent development trends in the area shall be considered.

Comments: Commissioners stated that the consistency with recent development has caused the parcel to detach from residential. This is consistent with R-2 zoning along Verona Rd.

(4) The proposed zone change is compatible with the established land use pattern, surrounding uses, and surrounding zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values, and is consistent with the needs of the community.

Comments: Commissioners discussed that the site plan and appropriate screening can make it compatible.

(5) All the potential uses allowed in the proposed zoning district are compatible with the site's physical, geological, hydrological and other environmental features.

Comments: Commissioners stated that the site is the "low-spot" for other properties drainage. This parcel will be a challenge. All uses may not be compatible.

(6) The change would not severely impact traffic, public facilities, utilities, and the natural characteristics of the area, or significantly change population density, and would not compromise the health, safety, and welfare of the city.

Comments: Commissioners stated that the site plan will address compatibility and impact. Not changing property density because not removing site.

(7) The rezoning would constitute and create an isolated and unplanned district contrary to the city master plan which may grant a special privilege to one landowner not available to others.

Comments: No. The rezoning will not constitute and create an isolated and unplanned district contrary to the city master plan which may grant a special privilege to one landowner not available to others.

(8) The change of present district boundaries is consistent in relation to existing uses, and construction on the site will be able to meet the dimensional regulations for the proposed zoning district listed in the schedule of regulations.

Comments: It was discussed that this site will be a challenge for developers.

(9) There was a mistake in the original zoning classification, or a change of conditions in the area supporting the proposed rezoning.

Comments: There was a change in conditions.

(10) Adequate sites are neither properly zoned nor available elsewhere to accommodate the proposed uses permitted in the requested zoning district.

Comments: It was stated that there are probably other sites available, but sites of this size may be an issue.

MOTION by McNiff, supported by Rodgers, to recommend that City Council approve Zoning Amendment Application #RZ14.01 for 842 W. Michigan to rezone rear portion of parcel from R-2 (Suburban Residential District) to B-4 (Regional Commercial District).

On a roll-call vote –ayes: Banfield, Meservey, Rodgers, Burke Smith and McNiff; nays: None. **MOTION CARRIED.**

RECOMMENDATION: The Planning Commission recommends that City Council set a public hearing for June 16, 2014 to hear comments on Zoning Amendment Application #RZ14.01 for 842 W. Michigan to rezone rear portion of parcel from R-2 (Suburban Residential District) to B-4 (Regional Commercial District).

FISCAL EFFECTS: None at this time.

CITY GOAL CLASSIFICATION: GOAL AREA I. ECONOMIC DEVELOPMENT

Goal Statement: Sustain and intensify the economic vitality of the Marshall area.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,


Natalie Dean
Director of Community Services


Tom Tarkiewicz
City Manager

123 Plum Street
Marshall, MI 49068
jamescracraft@gmail.com

May 8, 2014

Marshall Planning Commission
Attn: Natalie Dean, Director of Public Services
City of Marshall
323 West Michigan Ave
Marshall, MI 49068

Dear Ms. Dean/Planning Commission:

Rezoning Proposal re 842 West Michigan

I write in response to your circular, received by me April 10, concerning the proposal to rezone, from R-2 to B-4, the "rear portion" of the B-4 property at 842 West Michigan Ave. I know the entire property well, having owned a house near it (address above) for more than 18 years and having discussed its use and development extensively with its former owner, Eric Winnie. His plans to turn it into a major garden store (the Family Tree Garden Center) collapsed, leaving the property in the hands of the Monarch Community Bank of Coldwater, MI, which is now attempting to sell it.

The bank's application to rezone some portion of the former Winnie property from R-2 to B-4 (copy supplied to me at my request by Ms. Dean) is unclear as to what is in question. The Bank applies to "rezone the reconstituted 53-006-767-01 following the boundary line adjustment between 842 W. Michigan (53-006-767-01) and 821 Verona Rd (53-006-840-00)." Reconstituted? The attached depiction (county map) shows an area outlined in red stretching all the way from Michigan Ave on the south (the now B-4/53-006-767-01 property) through the adjoining property (the now R-2/53-006-840-00 property) *bordered on the west by six Elk Street residential properties*, and continuing northeast through property R-2/ 53-006-836-01 to Verona Rd; this last property also abuts *several residential properties*. The attached "legal description" appears to show a "new 767-01" commercial property covering all the same ground.

Objection 1: all affected neighbors/property-owners/Marshall-City taxpayers that I have spoken to about this proposal, as well as my wife and I, are adamant that no commercial property facing Michigan Avenue be rezoned to extend all the way to Verona Rd, as these two descriptions seem to indicate.

Two related facts: (1) the former owner/Eric Winnie plowed a road through the third of these properties (or "parcels"), as well as taking out the forest that long stood there—clearly planning to use it for commercial access from Verona Rd to "the rest" of his Garden Center. This rutted dirt road remains, not just an eyesore but a constant reminder that such use might

very

well happen with a new owner unless the property remains zoned R-2. (2) Neither of the two Planning Commissioners I've talked to about this proposal, nor a former Commissioner who lives next door to me, nor a former mayor of Marshall and longtime Council member, could say who actually owns this third property at issue (the City?); just that Winnie illegally made use of it.

Objection 2: at a more general level, all of us are opposed to losing yet more R-2 property in Marshall to commercial development. The fact that the new owner of the Michigan Ave B-4 property proposed by Monarch Bank is Good Will Industries, does not alter our view. Good Will, according to the bank's rezoning application, proposes to locate a "retail outlet and workforce development services offices" on the site—with parking lots etc. and, we fear, commercial access to Verona Rd (could heavily trafficked Michigan Avenue afford such access? Obviously not). We have only to look at the present Good Will store in Marshall's Kmart Plaza, with its huge containers and messy piles of "stuff" standing behind it, and its periodically visiting tractor-trailers, to oppose this proposal.

We would also call attention to the fact that the second of the properties or parcels in question—the now R-2/53-006-840-00 property—is at present a "pond" created by Winnie, more accurately a swamp almost denuded of trees. This continues the swamp/pond across Verona Rd to the northeast, which I understand was created for sewage control for all the neighboring residential areas. How would a new owner develop this swamp, and with what further consequences for the neighboring residences?

Lastly, Marshall already has much commercially-zoned property standing vacant and for sale, including one large such tract on Michigan Avenue just west of the property at 842. Surely our city does not need any more residential (or city) property rezoned commercial.

Respectfully submitted,

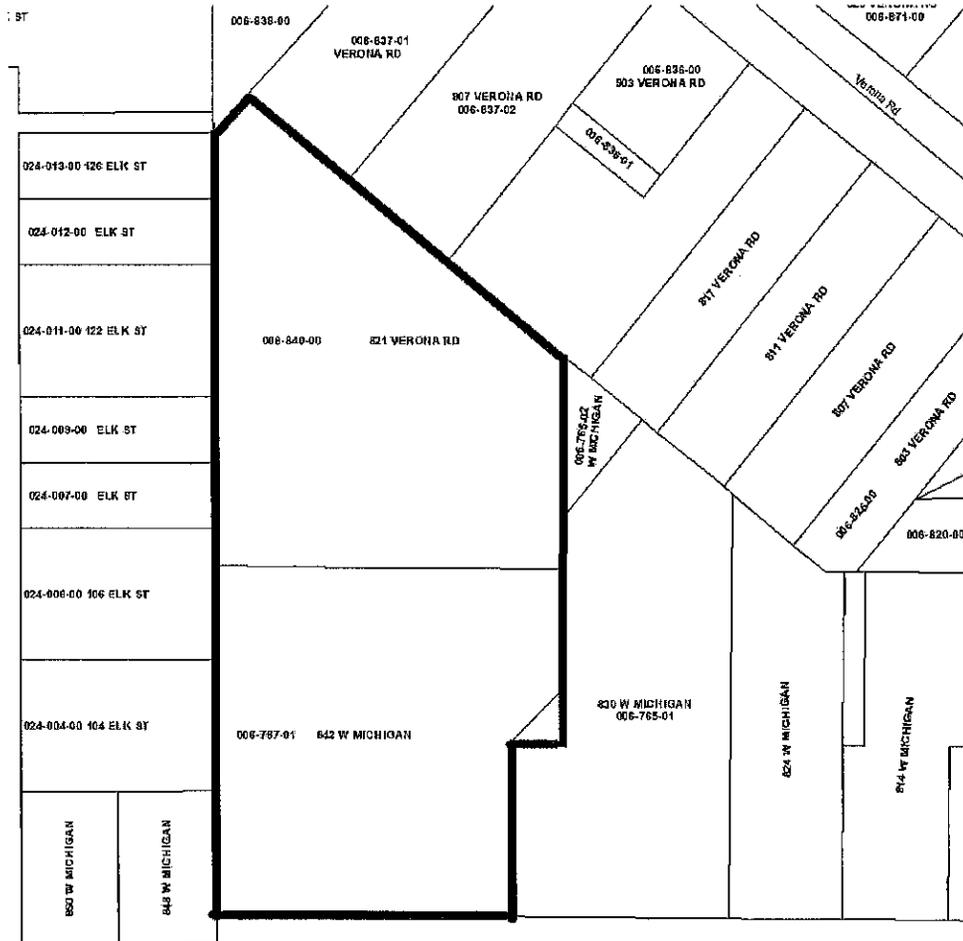
James Cracraft

**CITY OF MARSHALL
ORDINANCE #14**

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CHANGE THE ZONING OF A CERTAIN PARCEL OF REAL PROPERTY COMMONLY KNOWN AS 842 WEST MICHIGAN AVENUE, NEW PARCEL #13-53-006-767-03 (FORMERLY PARCEL #13-53-006-767-01) FROM THE PARTIAL ZONING DISTRICTS OF SUBURBAN RESIDENTIAL DISTRICT (R-2) AND REGIONAL COMMERCIAL DISTRICT (B-4) TO REGIONAL COMMERCIAL DISTRICT (B-4) ENTIRELY.

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

Section 1. Pursuant to the authority granted in Sections 156.021 and 156.030 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to change the Split zoning district for the below described property from to Suburban Residential District (R-2) and Regional Commercial District (B-4) to Regional Commercial District (B-4) entirely.



Property Description

PART OF BLOCKS 43 AND 46 OF HURD'S ADDITION TO THE VILLAGE OF MARSHALL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 27 OF DEEDS ON PAGE 770, IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 43; THENCE NORTH 00°00'50" EAST, ALONG THE WEST LINE OF SAID BLOCKS 43 & 46, A DISTANCE OF 607.14 FEET TO THE SOUTHEASTERLY LINE OF LANDS DESCRIBED IN LIBER 222 OF DEEDS ON PAGE 440, CALHOUN COUNTY RECORDS; THENCE NORTH 42°25'29" EAST, ALONG SAID SOUTHEASTERLY LINE, 40.43 FEET; THENCE SOUTH 49°49'49" EAST, PARALLEL WITH AND 264 FEET SOUTHWESTERLY OF THE SOUTHERLY LINE OF VERONA ROAD, A DISTANCE OF 309.87 FEET; THENCE SOUTH 00°03'33" EAST, 275.99 FEET; THENCE SOUTH 44°13'55" WEST, 54.70 FEET; THENCE SOUTH 00°09'43" WEST, 122.41 FEET; THENCE NORTH 89°52'35" WEST, 226.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 3.19 ACRES OF LAND, MORE OR LESS.

Common Address

842 WEST MICHIGAN AVENUE (NEW PARCEL #13-53-006-767-03)

Section 2. This Ordinance or a summary thereof shall be published in the *Marshall Chronicle*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices, within ten (10) days after its adoption. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signature of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this _____ day of _____, 2014.

James L. Dyer, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on June 16, 2014, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK



**ADMINISTRATIVE REPORT
MAY 19, 2014 - CITY COUNCIL MEETING**

REPORT TO: Honorable Mayor and City Council Members

FROM: Natalie Dean, Director of Community Services
Tom Tarkiewicz, City Manager

SUBJECT: Set public hearing for June 16, 2014 to hear comments on the addition of §156.224, draft Donation Collection Bins ordinance and accompanying addition of definitions to §156.003.

BACKGROUND: The Planning Commission is still recommending that language be added to the zoning ordinance that directly relates to donation collection bins which have been placed within the city at various locations. Following is a history of events pertaining to this ordinance:

- Planning Commission recommendation (Public Hearing October 9, 2013) §156.003 Definitions by adding definitions of "Donation Collection Bin" and "Unattended Donation Collection Bin".
- City Council received recommendation on November 4, 2013 and asked Planning Commission to reconsider.
- Planning Commission reconsidered ordinance definitions, kept "Donation Collection Bin" definition and moved regulatory language to §156.221 at November 13, 2013 meeting.
- City Council held public hearing on December 3, 2013 and referred the matter back to Planning Commission to consider Battle Creek and Portage ordinances as "templates" for Marshall.
- Planning Commission discussed the matter at the meeting on January 8, 2014 and requested that staff bring back a draft ordinance to the February meeting.
- Staff presented draft to Planning Commission at the February 12, 2014 meeting and revisions to the draft were suggested.
- Staff presented draft to Planning Commission with further changes at the March 12, 2014 meeting and minor revisions were suggested.
- Revisions were made and presented to Planning Commission on April 2, 2014. The matter was set for public hearing.

A public hearing was held on May 14, 2014 at the Planning Commission meeting. During the public hearing, the following citizens were heard:

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1. Cat Sutter, 209 W. Monroe, Jackson, Textile Services, stated she is supportive of the regulations and commented on 5 items:

- a. She would like to have the permit extended for a year, it takes up to 90 days for residents to notice the bins.
- b. She believes the \$200.00 permit fee is out-of-the ordinary, usually \$25.00 to \$50.00 per bin is normal.
- c. She likes that there would only be 5 permits issued annually, but only if the permits were extended from 90 days to yearly.
- d. Add to definitions in §156.003; "Authorized Agent- An officer, director, member or manager of an entity owning the real property"
- e. Suggests changing Affidavit #2 option to request permission for multiple bins on one property. If the ordinance is only allowing one permit per operator, this should be changed on the Affidavit to avoid confusion

A few key points in the new ordinance include that commissioners recommend no more than 5 permits be issued annually in the eligible zoning districts from B-2, B-4, I-1 and I-2, with no more than 2 bins at a time located in each district. A fee and time limit for Donation Collection Bin permit has been recommended by commissioners at \$200 for a 90 consecutive-day license. This fee is based off the Temporary Business license as it fits the definition currently defined in the ordinance: "**TEMPORARY BUSINESS. Any profession, trade, occupation, shop, store and every other kind of calling carried on at a lot or business within the city, the instrumentalities of which are not subject to Marshall City taxes.**" The difference being that the Temporary Business ordinance was built on a sliding scale at 1-10 consecutive-days (\$50), Less than 30 consecutive-days (\$120) and Less than 60 consecutive-days (\$150), Up to 90 consecutive-days (\$200). Since there are only 5 permits to be issued per year, the general thought is that all operators will opt for a longer time period so the sliding scale would be useless.

The draft ordinance still allows for two donation collection bins on one property but requires that they are located next to each other and both are held to the individual spacing requirements in the ordinance. The text of (D) (13) has been changed to make the meaning a little clearer: "Bins must be balanced and stable with weight evenly distributed on all four legs."

Finally the text in (E) and (F) have been added and should be considered the "teeth" of the ordinance. The process has been verified through the City Attorney and includes upon a violation, a certified letter sent to the Bin Operator. In case of a bin placed without a permit, this letter of violation can go to the Property Owner. The letter stipulates that corrective action must be taken within 3 business days and also gives the ability to file for an appeal with the ZBA. Should neither of these actions take place, the permit can be revoked and the bin can be impounded.

MOTION by McNiff, supported by Meservey, to recommend to City Council approve the draft Donation Collection Bins ordinance as written and presented by staff. On a voice vote; **MOTION CARRIED.**

RECOMMENDATION: The Planning Commission recommends that a public hearing be set for June 16, 2014 to hear comments on the addition of §156.224, draft Donation Collection Bins ordinance and accompanying addition of definitions to §156.003.

FISCAL EFFECTS: None at this time.

CITY GOAL CLASSIFICATION: GOAL AREA II. NEIGHBORHOODS

Goal Statement: To continue promoting a safe and unified community.

Objective: 2. Enhance neighborhoods and commercial areas to be a desirable, clean, safe, and functional place to live and work.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,


Natalie Dean
Director of Community Services


Tom Tarkiewicz
City Manager

**CITY OF MARSHALL
ORDINANCE #-14**

AN ORDINANCE TO AMEND CITY OF MARSHALL CODE, CHAPTER AND SECTION 156.003 DEFINITIONS AND TO ADD CHAPTER AND SECTION 156.224: DONATION COLLECTION BINS. THE CITY OF MARSHALL ORDAINS:

Section 1. That chapter and section **§156.003 Definitions** of the Marshall City Code, is hereby amended to add the following:

Donation Collection Bin A receptacle or container designed with a door, slot or other opening which is intended to receive items donated from the public such as clothing, household items, or other salvageable personal property. This term does not include recycle bins for the collection of recyclable material, any rubbish or garbage receptacle.

Donation Collection Bin Operator A person who owns, operates or otherwise is in control of donation collection bins to solicit collections of salvageable personal property.

Property Owner The person who is an owner of real property.

Real Property A lot of record located in the City of Marshall.

Section 1a. That chapter and section **§156.224 Donation Collection Bins** be added to the Marshall City Code:

- (A) The intent of this Donation Collection Bins regulation is to impose restrictions and conditions on all Donation Collection Bins in the city so that they remain, clean, safe and do not create hazards to pedestrians or to vehicular traffic.
- (B) Donation Collection Bins are prohibited unless the Donation Collection Bin Operator has first obtained a Donation Collection Bins Permit Application and Affidavit and Acknowledgment of Owner Giving Permission to Locate a Donation Collection Bin on Real Property.
 - 1. Donation Bin Collection permits have a ninety (90) consecutive day limit annually.
 - 2. A maximum of five (5) Donation Collection Bins permits will be issued on an annual basis with preference given to continuing permit owners in good standing.
 - 3. A maximum of one (1) Donation Collection Bins permit will be issued per Donation Collection Bin Operator.
- (C) Donation Collection Bins are allowed in the B-2 Local Business District, B-4 Commercial Business District, I-1 Research and Technical District and I-2 General Industrial District. No more than two (2) permits will be issued in any district.

(D) Donation Collection Bins shall conform to the following standards:

1. Donation Collection Bins shall be metal and be maintained in good condition and appearance with no structural damage, holes or visible rust and shall be free of graffiti.
2. Donation Collection Bins shall be locked and be equipped with a secure safety chute so contents cannot be accessed by anyone other than those responsible for the retrieval of the contents.
3. Donation Collection Bins shall have signage on each bin limited to the name, mailing address, email address, website and phone number of the operator, as well as whether the Donation Collection Bin is owned and operated by a for-profit company or a not-for-profit company. The Donation Collection Bin may include a company logo but shall not have information, advertising or logos other than those relating to the operator. Total sign area on the Donation Collection Bin may not exceed 6 square feet.
4. Donation Collection Bins shall be emptied as often as necessary, but at least once every seven (7) days.
5. The Donation Collection Bin Operator and Property Owner shall maintain, or cause to be maintained, the area surrounding the bins, free from any junk, debris and donated items.
6. Donation Collection Bins shall not be permitted on any unimproved parcel, nor where the principal use of the land has been closed or unoccupied for more than thirty (30) days.
7. Donation Collection Bins shall be placed greater than 1,000 feet from another Donation Collection Bin as measured along a straight line from one box to the other. Notwithstanding this separation requirement, up to two Donation Collection Bins on a single lot of record are permitted if the two Donation Collection Bins are side by side and are no more than one foot apart.
8. The total size of a Donation Collection Bin shall not exceed 7 feet in height, five feet in width and four feet in depth.
9. Donation Collection Bins shall not cause a visual obstruction to vehicular or pedestrian traffic.
10. Donation Collection Bins shall be placed greater than ten feet from: (i) a public or private sidewalk except that this provision does not apply to a private sidewalk as long as the private sidewalk maintains a five-foot clearance; (ii) a public right-of-way; (iii) a driveway; or (iv) a side or rear property line of adjacent property used for residential purposes.
11. Donation Collection Bins shall not be placed in a designated fire lane or in front of a building entrance or exit.

12. Donation Collection Bins shall not encroach upon an access drive, off-street parking lot maneuvering lane and/or required off-street parking space to an extent which would cause safety hazards and/or unnecessary inconvenience to vehicular or pedestrian traffic.
 13. Donation Collection Bins are required to be placed on a paved or concrete surface. Bins must be balanced and stable with weight evenly distributed on all four legs.
- (E) Upon determination of the Zoning Administrator that a Donation Collection Bin has been placed or is being maintained in violation of this chapter, an order to correct the offending condition shall be served by certified mail on the Donation Collection Bin Operator and Property Owner of the parcel in which the Donation Collection Bin has been placed. The order shall describe the offending condition and the actions necessary to correct the condition. The order shall provide that the offending condition be corrected within three (3) business days after mailing or an appeal from the order with the Zoning Board of Appeals must be filed, pursuant to §156.403 Administrative Appeals. If a violation is neither remedied nor appealed within the given time period set forth by the order, the Zoning Administrator shall permanently revoke the Donation Collection Bin permit and transmit notification to the Public Works Superintendent who thereafter shall impound the Donation Collection Bin that has been determined to be in violation of this chapter.
- (F) Unless the Donation Collection Bin and its contents are being held as evidence in a criminal prosecution, the owner of a Donation Collection Bin may, within sixty (60) days of impoundment, recover the Donation Collection Bin and its contents upon payment of an impound fee of \$50.00, plus labor for removing the bin and a storage charge of \$1.00 per day that the Donation Collection Bin is in the possession of the city.

Section 2. This Ordinance [or a summary thereof as permitted by MCL 125.3401] shall be published in the *Marshall Chronicle*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this _____ day of _____, 2014.

James L. Dyer, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on June 16, 2014, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK

CALL TO ORDER

IN REGULAR SESSION Monday, May 5, 2014 at 7:00 P.M. in the Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Dyer.

ROLL CALL

Roll was called:

Present: Council Members: Mayor Dyer, Mankerian, Metzger, Miller, Reed, Revore, and Williams.

Also Present: City Manager Tarkiewicz.

Absent: None.

INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Dyer led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Metzger, supported Williams, to approve the agenda with the addition of item 13A – Planning Commission Appointment. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

Tom Bell of Pleune Service Company spoke regarding the Marshall Regional Law Enforcement Center project and the award for bid.

Joe Michilizzi, Vice President of the Southwest Michigan Building and Construction Trades Council, spoke regarding the Marshall Regional Law Enforcement and the hiring of local contractors.

Art Kale, Chairman of the Calhoun County Board of Commissioners, expressed his enthusiasm on behalf of the County and recognized Jase Bolger and Mike Nofs for their efforts and their support for the Marshall Regional Law Enforcement Center.

CONSENT AGENDA

Moved Miller, supported Mankerian, to approve the Consent Agenda:

- A. Schedule a public hearing for May 19, 2014 to hear public comment regarding the proposed FY 2015 General Fund, Special Revenue Funds, Enterprise Funds and Internal Service Funds budgets;

- B. Approve minutes of the City Council Work Session held on Saturday, April 12, 2014 and Regular session held on Monday, April 21, 2014;
- C. Approve city bills in the amount of \$ 308,457.19.

On a roll call vote – ayes: Mankerian, Metzger, Miller, Reed, Revore, Williams, and Mayor Dyer; nays: none. **MOTION CARRIED.**

PRESENTATIONS AND RECOGNITIONS

None.

INFORMATIONAL ITEMS

A. Event Report – Exchange Club 75th Anniversary:

An event report was provided by Theresa Chaney-Huggett for the Exchange Club 75th Anniversary on Monday, May 19, 2014.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. P.A. 425 Land Transfer with Marshall Township:

Mayor Dyer opened the public hearing to hear public comments on the proposed P.A. 425 Land Transfer for the parcel at 16950 F Drive North.

City Manager Tarkiewicz provided background on the proposed P.A. 425 Land Transfer for 16950 F Drive North.

Hearing no comments, the hearing was closed.

Moved Miller, supported Mankerian, to approve the P.A. 425 Land Transfer with Marshall Township for the parcel at 16950 F Drive North. On a roll call vote – ayes: Mankerian, Metzger, Miller, Reed, Revore, Williams, and Mayor Dyer; nays: none. **MOTION CARRIED.**

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2014 - 08

RESOLUTION AUTHORIZING EXECUTION OF CONTRACT
FOR CONDITIONAL TRANSFER OF PROPERTY

WHEREAS, City of Marshall, owner of property commonly known as 16950 F Drive North, has petitioned the City of Marshall and Marshall Township for a Conditional Transfer of its property from Marshall Township into the City of Marshall; and

WHEREAS, on February 25, 2006 the City of Marshall entered into a Master 425 Agreement with the Township of Marshall; and

WHEREAS, the Master 425 Agreement facilitates the provision of City services, including municipal sewer, water, police and fire protection to properties currently within Marshall Township according to terms acceptable to both the Township of Marshall and the City of Marshall,

NOW THEREFORE, BE IT RESOLVED, that the City Manager and the Clerk are authorized to execute a Contract for Conditional Transfer of Property commonly known at 16950 F Drive North from the Township of Marshall to the City of Marshall.

IT IS FURTHER RESOLVED, that the Contract for Conditional Transfer shall be in the form of the attached document, subject to changes in form approved by the City Attorney.

As City Clerk I place my seal and sign my name that this is a true and accurate copy of the action taken by the Marshall City Council on May 5, 2014.

Trisha Nelson, Clerk
CITY OF MARSHALL

Dated: May 5, 2014

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Building Authority Lease Agreement:

Moved Metzger, supported Williams, to approve the Contract of Lease Agreement between the Marshall Building Authority and the City of Marshall for the lease of space at the Marshall Regional Law Enforcement Center, Fire Station and City Hall. On a roll call vote – ayes: Miller, Reed, Revore, Williams, Mayor Dyer, Mankerian, and Metzger; nays: none. **MOTION CARRIED.**

B. Fire Station Construction:

Moved Miller, supported Metzger, to approve the expenditure of \$2,540,651 for the construction of the new Fire Station with Clark Construction. On a roll call vote – ayes: Reed, Revore, Williams, Mayor Dyer, Mankerian, Metzger, and

Miller; nays: none. **MOTION CARRIED.**

C. CGAP Grant Award:

Moved Williams, supported Reed, to approve the resolution accepting the CGAP Grant Award from the State of Michigan. On a roll call vote – ayes: Revore, Williams, Mayor Dyer, Mankerian, Metzger, Miller, and Reed; nays: none. **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
Resolution #2014-09**

**City of Marshall Authorizing Resolution for the
State of Michigan Department of Treasury Competitive Assistance Program
(CGAP) formerly known as the Economic Vitality Incentive Program
(EVIP) Grant Agreement for a Shared Police Facility Construction**

Upon motion made by Council Member Williams: seconded by Council Member Reed, the following resolution was adopted:

“RESOLVED, that the City of Marshall, Michigan, does hereby accept the terms of the Agreement, in a letter dated **April 01, 2014**, as received from the Michigan Department of Treasury, and that the City of Marshall does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the building design fees, costs, contracted services and surveying during the project period in the award amount of **\$416,633.00**
2. To maintain satisfactory financial accounts, documents and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To provide such funds, services and materials as may be necessary to satisfy the terms of said agreement.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this resolution.

The following aye votes were recorded: Mayor Dyer, Mankerian, Metzger, Miller, Reed, Revore, and Williams.

The following nay votes were recorded: None.

STATE OF MICHIGAN
COUNTY OF CALHOUN

I Trisha Nelson, Clerk of the City of Marshall, Michigan, do hereby certify that the above is true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Treasury, which Resolution was adopted by the City Council of the City of Marshall at a meeting held on May 5, 2014.

Signature

Title

Date

D. Marshall Regional Law Enforcement Center Leases and Agreements:

Moved Williams, supported Metzger to approve the Lease Between The City Of Marshall And The County Of Calhoun, the Intergovernmental Agreement Between City Of Marshall Building Authority, City of Marshall and Calhoun County Regarding The Construction And Operation Of The Marshall Regional Law Enforcement Center, and Marshall Regional Law Enforcement Center Building Occupancy And Staffing Agreement subject to the inclusion of the required arbitration agreement in a form acceptable by the City Manager and City Attorney. On a roll call vote – ayes: Mankerian, Metzger Miller, Reed, Revore, Williams, and Mayor Dyer; nays: none. **MOTION CARRIED.**

E. Marshall Regional Law Enforcement Center Construction:

Moved Williams, supported Metzger, to approve the expenditure of \$9,103.811 for the construction of the Marshall Regional Law Enforcement Center with Clark Construction. On a roll call vote – ayes: Miller, Reed, Revore, Williams, Mayor Dyer, Mankerian, and Metzger; nays: none. **MOTION CARRIED.**

F. 2014 Goals Adoption:

Moved Metzger, supported Reed, to adopt the 2014 City Visioning, Goals, Objectives, and Tasks. On a roll call vote – ayes: Reed, Revore, Williams, Mayor Dyer, Mankerian, Metzger, and Miller; nays: none. **MOTION CARRIED.**

G. Third Quarter Financial Report:

Moved Miller, supported Williams, to accept the 3rd Quarter Financial Report as presented. On a voice vote – **MOTION CARRIED.**

H. Third Quarter Investment Portfolio:

Moved Williams, supported Reed, to accept the 3rd Quarter Investment Portfolio as presented. On a voice vote – **MOTION CARRIED.**

APPOINTMENTS / ELECTIONS

Moved Reed, supported Mankerian, to approve the appointment of Matthew Rodgers to the Planning Commission with a term expiring November 1, 2015. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 8:26 p.m.

James L. Dyer, Mayor

Trisha Nelson, City Clerk

User: etanner

EXP CHECK RUN DATES 05/22/2014 - 06/05/2014

DB: Marshall

UNJOURNALIZED

OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
9027089077	AIRGAS USA LLC	OXYGEN, ACETYLENE	241.26
SLS 10017433	ALEXANDER CHEMICAL CO	CAIROX FF	2,795.94
14109	ALLSTATE ELECTRIC INC	RPR VASI LIGHT	461.00
140410517	AMBS CALL CENTER	ANSWERING SERVICE	317.70
85927	AMERICAN BUSINESS EQU	LEXMARK X464 SERVICE	197.00
4073665	ARGUS-HAZCO	GD34-073-N-34A	258.86
12-834763	ARROW UNIFORM	CUST #010198-02	56.09
12-834765	ARROW UNIFORM	CUST #010198-03	147.46
12-834764	ARROW UNIFORM	CUST #010198-04	50.54
12-834766	ARROW UNIFORM	CUST #010198-05	20.00
12-834759	ARROW UNIFORM	CUST #010198-01	21.64
12-842342	ARROW UNIFORM	CUST #010198-04	50.54
12-842344	ARROW UNIFORM	CUST #010198-05	101.47
12-842343	ARROW UNIFORM	CUST #010198-03	147.46
12-842341	ARROW UNIFORM	CUST #010198-02	56.09
12-842337	ARROW UNIFORM	CUST #010198-01	81.37
388-104714-01	AUSTIN-BATTERIES PLUS	400W MH LAMP	191.88
388-104715-01	AUSTIN-BATTERIES PLUS	250W & 400W HPS LAMP (MOGUL)	782.73
225-345864	AUTO VALUE MARSHALL	DISC BRAKE ROTOR, PAD, PREM SEMI MET PA	492.43
211356-IN	BEAVER RESEARCH CO	KLEEN & GLOW	79.75
71313	BOSHEARS FORD SALES I	2011 FORD CROWN VIC	702.27
71587	BOSHEARS FORD SALES I	2008 FORD CROWN VIC	603.23
107105	BUD'S TOWING & AUTOMO	2011 075 X 439	45.00
50733	CARON CHEVROLET	2011 CHEVY TAHOE	90.00
88943	CARR BROTHERS & SONS	22A ROAD GRAVEL, SCREENED TOPSOIL	471.40
2729	CB HALL ELECTRIC COMP	PSB - RPLC FIXTURE IN HALL	270.00
35887	CENTEC CAST METAL PRO	US FLAG	698.76
14-0172341	CITY OF ALBION	INTERNET	127.49
130602-5	CIVIL ENGINEERS INC	HUGHES STREET REHAB	1,652.50
8028	COBAN TECHNOLOGIES	G3 WIRELESS MICROPHONE PACKAGE	362.00
86011	COMPLETE ELECTRIC	BALL BEARINGS, SEAL, BODY GASKET, LABOR	242.82
125505	CONSUMERS CONCRETE PR	813513, CCL4ASFLT	191.10
IN42504	CORNERSTONE OFFICE SY	SHARP/X503N	303.39
IN43299	CORNERSTONE OFFICE SY	SERVICE COPIER	149.84
9511	COURTNEY & ASSOCIATES	APRIL SERVICES	250.00
661138007	CRYSTAL FLASH ENERGY	FUEL	1,021.29
661138008	CRYSTAL FLASH ENERGY	DYED DIESEL FUEL	1,161.22
120905	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES	218.40
446170	DARLING ACE HARDWARE	PICKUP TOOL, PIK STIK REACHER	47.97
446021	DARLING ACE HARDWARE	ACE BRUSH WHEEL	4.99
446105	DARLING ACE HARDWARE	ANCHORS & SCREWS	2.30
445873	DARLING ACE HARDWARE	SHOVEL	47.98
446163	DARLING ACE HARDWARE	KEYS	3.98
446235	DARLING ACE HARDWARE	KEYS	11.94
446063	DARLING ACE HARDWARE	WIRE HOOKS	17.98
446082	DARLING ACE HARDWARE	OUTLET TESTER	5.99
446507	DARLING ACE HARDWARE	MENDRHOSE	6.49
446661	DARLING ACE HARDWARE	GLASS CLEANER	8.97
446702	DARLING ACE HARDWARE	LEVEL	3.99
446394	DARLING ACE HARDWARE	OUTLET & GFCI TESTER	11.99
446884	DARLING ACE HARDWARE	KEYS	1.99
446655	DARLING ACE HARDWARE	DUCT TAPE, MARKERS	8.27
446726	DARLING ACE HARDWARE	WOODCUTTER B&C OIL & CASE	39.99
315342	DUECO INC	ROAD SERVICE CALL	210.00
315343	DUECO INC	ROAD SERVICE CALL	270.00
042714	DUSTY NASH EMRGNCY VE	M6 2014 FORD INTERCEPTOR	800.00
120113	DUSTY NASH EMRGNCY VE	INSTALL PRINTER BRACKETS & MIC ANTENNAS	130.00
23144	ELECTION SOURCE	CHANGE MEMORY PACK BATTERY	118.00
S101062451.001	ETNA SUPPLY	FLEX COUPLING FOR STORM SEWER	82.91
274295	FAIRBANKS MORSE	DIAPHRAGM	332.95
MIMA152467	FASTENAL COMPANY	SUPPLIES	69.67
MIMA152402	FASTENAL COMPANY	JANITORIAL SUPPLIES	89.01
210457	FIRE EXTINGUISHER SER	AIR TANK HYDROSTATIC TEST, EDDY CURRENT	200.00
14-189	FIRST DUE FIRE SUPPLY	SAM BROWN 6.25 FF SHIELD-07	45.45
14-295	FIRST DUE FIRE SUPPLY	SAM BROWN 6.25 FF SHIELD FULLER 29	45.45
2535	FREDS AUTOMOTIVE REPA	2008 FORD CROWN VIC	256.52
674	GLGC PLUMBING COMPANY	600 N MADISON - SEWER TAP IN STREET	695.00
2759261	GOVERNMENT FINANCE OF	GOVERNMENTAL ACCOUNTING, AUDITING & FIN	167.00
9421545899	GRAINGER	CONDUIT ADAPTER	6.17
81765	GREAT LAKES ENERGY	APPRENTICE PROGRAM 4/1/2014 TO 3/31/201	4,190.00
24567	GREAT LAKES ENVIRONME	TESTING AND ANALYSES	1,300.00
3470	GUTTERS R US	REPAIR DOWNSPOUT AT AIRPORT	20.00
99960A	HASSELBRING CLARK	BLACK TONER CARTRIDGE	78.75
3614	HERITAGE CLEANERS	FIRE DEPT CLEANING	4.50
1274	HERITAGE CLEANERS	CLEANING	243.05
1296	HERITAGE CLEANERS	SHIRTS, PANTS, ALTERATION	118.10
73152	HERMANS MARSHALL HARD	FABUSO	17.49
73330	HERMANS MARSHALL HARD	BULBS	17.98
73259	HERMANS MARSHALL HARD	LOCK KITS, BIT, HOOKS, KEYS	153.13

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
396388	HUB INTERNATIONAL MID	POLICY #62031693N	55.00
050114	ISAAC & SONS	APT #427 & #109	195.00
043013	ISAAC & SONS	APT #413 TURNOVER	70.00
88982	J & K PLUMBING SUPPLY	SUPPLIES	19.97
88980	J & K PLUMBING SUPPLY	REPAIR KIT	6.36
88919	J & K PLUMBING SUPPLY	SWIV HOSE ADAPT	3.58
36672	J.F. MILLER SALES CO.	RIBBON PACK	65.00
043014	JIMMY'S JOHNS	COMPOST CENTER	68.75
102	JOHN D BRUNDAGE & JOH	MARCH SERVICES	2,150.00
1012	JOHN RAYMOND INC	SAFETY VESTS	716.50
165403	K & H CONCRETE CUTTIN	ASPHALT SLAB SAWING	175.00
402041	KAR LABORATORIES INC	CYANIDE ANALYSIS	100.00
402840	KAR LABORATORIES INC	CYANIDE ANALYSIS	100.00
6044	KELLOGG'S REPAIR GARA	GRASSHOPPER OIL FILTER	46.65
26806	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES	217.69
104306	LARRY'S FLOOR COVERIN	CITY HALL CONFERENCE ROOM	865.20
104278	LARRY'S FLOOR COVERIN	REPLACE FLOORING W/APT TURNOVERS	1,740.62
1030379	LEGG LUMBER	MORTAR MIX	39.92
1030335	LEGG LUMBER	WOOD STAKES	8.99
9346	LEWEY'S SHOE REPAIR	WORK BOOTS - MARK STRAND	100.00
1528265-20140228	LEXISNEXIS RISK DATA	ACCT #1528265 FEBRUARY CHARGE	148.05
S3575181.002	MEDLER ELECTRIC COMPA	2" EXP COUPLING	87.27
S3575181.001	MEDLER ELECTRIC COMPA	PVC TERMINAL ADAPTER	26.10
040714	MICHIGAN ASSOCIATION	MEMBERSHIP DUES - SCOTT MCDONALD	100.00
050714	MICHIGAN FIRE INSPECT	ED COSTINE 2014 DUES	30.00
91609	MICHIGAN METER TECHNO	METER ECODER C/F	222.00
91580	MICHIGAN METER TECHNO	RUBBER WASHERS	105.87
27092584	MSC INDUSTRIAL SUPPLY	EAR PLUGS, VESTS RUBBER BANDS	217.28
C25100554	MSC INDUSTRIAL SUPPLY	UTILITY WHITE PAINT, FIRST AID SUPPLIES	334.63
14-024	MUNICIPAL ANALYTICS L	ELECTRIC UTILITY RATE STUDY	1,810.53
2080	NEWMAN CONSTRUCTION	ROOF REPAIR AT BROOK FIELD	4,802.52
337592	NORTH CENTRAL LABORAT	LAB DRYING RACK	361.04
453857	NYE UNIFORM COMPANY	VERTX A RANGE BAG	192.99
455512	NYE UNIFORM COMPANY	BODY ARMOR VEST	589.71
462297	NYE UNIFORM COMPANY	SHIRTS	89.10
462296	NYE UNIFORM COMPANY	SHIRTS	134.13
461011	NYE UNIFORM COMPANY	VERTX A RANGE BAGS	592.26
462163	NYE UNIFORM COMPANY	COLLAR BRASS, ROUND COLLAR DISCS	73.93
60034	O'LEARY WATER CONDITI	WATER DELIVERED	22.50
I378938-IN	POLLARDWATER.COM	EYEWASH, WALL MOUNT, PLASTIC BOWL	199.78
5819620	POWER LINE SUPPLY	SEMI CON SCORER	267.65
5819619	POWER LINE SUPPLY	SKINNING KNIVES	221.48
5821886	POWER LINE SUPPLY	UNLINED GLOVES	139.10
5821628	POWER LINE SUPPLY	WR189 CONNECTOR	40.25
5821624	POWER LINE SUPPLY	GRAY SPOOL	54.74
5821626	POWER LINE SUPPLY	WR159 CONNECTOR	18.98
5823748	POWER LINE SUPPLY	#4 BARE COPPER WIRE	846.40
5823749	POWER LINE SUPPLY	T-BRACKET	198.45
5823818	POWER LINE SUPPLY	RAIN PANTS	69.75
5823816	POWER LINE SUPPLY	SCABBARD CHAIN SAW	238.00
88002-30904-0414	POWERPLAN	AIS CONSTRUCTION W13011 & W12855	847.35
9152	RADIO COMMUNICATIONS	COBAN SOFTWARE UPDATED	180.00
10814	RADIO SHACK	6FT ST PLUG TO 2 RCS PLUG	6.99
23892	RADIO SHACK	MONITOR CABLE & RETURN OF 2	(12.99)
11961	RADIO SHACK	MONITOR CABLES	42.98
8034	REDSTONE ARCHITECTS I	ARCHITECTURAL & DESIGN SRVCS FOR REGION	3,947.02
8033R	REDSTONE ARCHITECTS I	ARCHITECTURAL & DESIGN SRVCS FOR REGION	607.59
18149	RS TECHNICAL SERVICE	CALIBRATE FLOW METER	327.00
8103684222	SCHINDLER ELEVATOR CO	ANNUAL SERVICE CONTRACT 3/1/14--2/28/15	9,331.90
17351	SPECTRUM ENGINEERING	ELECTRIC SYSTEM STUDY	4,919.75
17360	SPECTRUM ENGINEERING	POWER FACTOR CORRECTIVE SOLUTIONS	2,898.00
63976	SPORTSARAMA	12" HYCON SOFTBALLS	701.06
30241	STANDARD PRINTING & O	MARCH ENERGY OPTIMIZATION MAILING/\$10 C	1,003.54
30776	STANDARD PRINTING & O	DELIVERY FEE	7.00
30054	STANDARD PRINTING & O	BUSINESS CARDS - DEAN & STANAWAY	69.83
30799	STANDARD PRINTING & O	BUSINESS CARDS - SCHWARTZ	55.42
7001193666	STAPLES CONTRACT & CO	PRINTER INK	70.51
7001195830	STAPLES CONTRACT & CO	TONER	124.08
107	WHEELER, WILLIAM R	OWNER'S REPRESENTATIVE FOR FIRE STATION	138.40
			69,242.02



MICHIGAN SOUTH CENTRAL POWER AGENCY

720 HBRRING ROAD • LITCHFIELD, MICHIGAN 49252
 PHONE (517) 542-2346 • FAX (517) 542-3049
 www.mscca.net

ORIGINAL INVOICE

MARSHALL CITY ELECTRIC DEPARTMENT
 323 WEST MICHIGAN AVENUE
 MARSHALL, MICHIGAN 49068
 Attn: Mr. Tom Tarkiewicz

Invoice Date: 15-May-14
 Due Date: 31-May-14
 Service From: 01-Apr-14
 To: 30-Apr-14

Peak Demand 15,714 kw
 Total Energy Received 8,590,742 kWh
 Hydro Generation 147,669 kWh
 Net Billing kWh's 8,443,073 kWh

Area	Entitlement %	Operating and Maintenance Costs	Debt Service Costs and Capacity Credits	Total
PROJECT 1-ENDICOTT	24.0%	511,031.68	-	511,031.68
PROJECT 2	24.0%	-	-	-
PRAIRIE STATE	16.7%	29,202.54	20,904.31	50,106.85
MENOMINEE HYDRO	24.0%	34,966.11	-	34,966.11
OCONTO FALLS HYDRO	24.0%	24,434.01	-	24,434.01
AFEC	12.3%	127,429.99	29,980.99	157,410.98
AMP CONTRACTS	11.6%	90,861.28		90,861.28
CVEC	0.0%	-		-
MISO PURCHASES	6.8%	6,273.14		6,273.14
MISO SALES	12.1%	(124,204.06)		(124,204.06)
TRANSMISSION	24.2%	(6,456.66)	-	(6,456.66)
MISO	17.8%	6,301.92		6,301.92
SUBSTATION	34.4%	1,268.28	-	1,268.28
ADMINISTRATION	18.0%	23,562.46		23,562.46
MEMBER	12.3%	-		-
MEMBER HYDRO	0.0%	-		-
CAPACITY	12.3%	-		-
RATE STABILIZATION		(57,894.78)		(57,894.78)
TOTAL COST	\$	666,775.90	50,885.30	717,661.21
	\$/kWh	0.07897	0.00603	0.08500
CREDITS	\$	-	-	-
	\$/kWh	0.00000	0.00000	0.00000
NET COST	\$	666,775.90	50,885.30	717,661.21
	\$/kWh	0.07897	0.00603	0.08500

Pay this amount \$ 717,661.21

Any amounts due and not paid by the due date shall bear interest at the rate of 1% per month until paid.

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
042514	BALLARD, FRANK R	INSPECTION COMMISSIONS	5,949.99
043014	BEVERLY, DENISE	PET DEPOSIT REFUND	50.00
043014	CALHOUN COUNTY TREASU	APRIL TRAILER FEES	80.00
042514	CHURCH, BILL	ENERGY OPTIMIZATION - FURNACE & THERMOS	165.00
634848	COMMERCIAL OFFICE PRO	MARKERS, BINDERS, LABELS, FINGER TIPS	68.53
204117851369	CONSUMERS ENERGY	1000 0916 3435	944.41
206431606521	CONSUMERS ENERGY	1000 0759 4680	273.46
206609595081	CONSUMERS ENERGY	1000 5741 9077	418.34
205363799826	CONSUMERS ENERGY	1000 6710 1772	55.47
204117851371	CONSUMERS ENERGY	1000 0916 3971	1,969.63
204117851370	CONSUMERS ENERGY	1000 0916 3708	237.71
204117851368	CONSUMERS ENERGY	1000 0916 3203	309.19
201092076919	CONSUMERS ENERGY	1000 0033 5602	2,456.78
206520590336	CONSUMERS ENERGY	1030 0915 7670	36.98
RIS0000527150	DELTA DENTAL PLAN OF	CLIENT #MIO22820001	4,825.93
042514	DEVENEY, JAMES R	INSPECTION COMMISSIONS	355.00
050114	FAITH EMSWILER	STATE LICENSE COMPLIANCE	38.44
13-53-300-010-17	FARMERS INSURANCE GRO	REFUND DUPLICATE PAYMENT P/N 13-53-300-	5.70
042514	GANO, DARYL	INSPECTION COMMISSIONS	287.88
042514	GROSS, JOHN	INSPECTION COMMISSIONS	393.75
2698083	IIK INSURANCE INFORMA	MOTOR VEHICLE REPORTS	166.50
042514	KIBLER, BARB	ENERGY OPTIMIZATION - FURNACE & THERMOS	165.00
2701A	MARSHALL TIRE CITY	BALANCE DUE OF INVOICE 2701	76.30
12-014800-03	MATHIS, MAYME	REFUND UTILITY PAYMENT MADE ON 3/19/14	400.00
82322648	MCMASTER-CARR	THERMOMETERS, RPLCMNT CARTRIDGES	133.20
042814	MOR DALL	SEWER USAGE REFUND DUE TO BEER PRODUCTI	2,016.75
042514	ROBINSON, LARRY	ENERGY OPTIMIZATION - CFL BULBS	18.71
30-051200-39	SIMS, ALICE	REFUND UTILITY DEPOSIT	71.62
2706-06	STATE OF MICHIGAN	COSMETOLOGY SHOP LICENSE & RELICENSURE	70.00
10040269-0414	WOW! BUSINESS	ACCT #010040269	388.41
			22,428.68

Prescription reimbursements 83.40

Total Cash Disbursements \$22,512.08

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
6100458-000-0514	AD-VISOR & CHRONICLE	ACCT #06100458-000 APRIL CHARGES	1,407.23
032114	CITY OF MARSHALL	PETTY CASH - DRAWER #1	6.00
042914	CLINE, BRUCE	ENERGY OPTIMIZATION - REFRIGERATOR	25.00
634849	COMMERCIAL OFFICE PRO	PAPER, BOND	19.00
042814	DRUMM, CODY	MEAL	10.00
050514	FIRST CONTRACTING INC	PERMIT FEE REFUND	40.00
050614	FISHER, CHARLIE	SCHOOL LUNCH	17.34
050614	FREDS, MATT	SCHOOL LUNCH	17.48
050914	FREDS, MATT	CASH ADVANCE FOR CDL CERTIFICATION TEST	150.00
051214	GRAND HOTEL	ADDITIONAL DEPOSIT FOR SEPT TRIP	500.00
31-012000-21	HAGEN, FARRELL	REFUND UTILITY DEPOSIT	27.50
050214	JOHNSTON, DONALD	ENERGY OPTIMIZATION - FREEZER	25.00
042514	JOSH LANKERD	EXPENSE REIMBURSEMENT	28.86
32-046400-16	LAWITZKE, LYNN	REFUND UTILITY DEPOSIT	85.03
82130231059095-051	LOWES BUSINESS ACCOUN	821 3023 105909 5	335.86
3960-0414	MARSHALL COMMUNITY CU	3960 - SCHWARTZ	58.51
050114	MARSHALL FFA	PLANTS & FLOWERS	220.00
043014	MATTHEW POTTER	EXPENSE REIMBURSEMENT	17.81
042814	MCFADDEN, RODNEY	MEAL	10.00
32-054200-29	MEGAN KLUKOWSKI	REFUND UTILITY DEPOSIT	46.09
050714	MSHDA	RENTAL REHAB TRAINING	35.00
249-004196105	REPUBLIC SERVICES #24	ACCT #3-0249-1022021	875.66
603551782034889304	STAPLES CREDIT PLAN	6035 5178 2034 8893	160.59
38-6004708-0414	STATE OF MICHIGAN	38-6004708 SALES TAX, MAY 2014, #160	26,370.13
050714	STATE OF MICHIGAN	SETTLEMENT AGREEMENT IH #A5593-INSPECTN	700.00
050914	TICE, LUCAS	SCHOOL LUNCH	11.09
9724511800	VERIZON WIRELESS	ACCT #987146080-00001	1,387.30
050814	WMACP	MEMBERSHIP - KRISTOPHER AMBROSE	25.00
13934621-0414	WOW! BUSINESS	ACCT #013934621	32.36
10058364-0414	WOW! BUSINESS	ACCT #010058364	32.97
			32,676.81



ADMINISTRATIVE REPORT
May 19, 2014 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Ken Swisher, Finance Director
Tom Tarkiewicz, City Manager

SUBJECT: Budget Public Hearing & Resolution to Adopt City of Marshall Budget and Related Property Tax Millage Rates for Fiscal Year 2015.

BACKGROUND: The budget public hearing is scheduled for this meeting. Attached for your review and action is the resolution for the FY 2015 Budget that totals \$28,969,663 in expenditures and is in compliance with the City Charter. This budget resolution reflects the proposed budget delivered to you on April 7, 2014. Budget Amendments authorized at tonight's Council meeting will be updated in the final Adopted Budget document.

RECOMMENDATION: After hearing public comments, it is recommended that the Council adopt the attached resolution to approve the City of Marshall budget and related property tax millage rates for Fiscal Year 2015.

FISCAL EFFECTS: Establish the budget for the funds in the amounts set forth in the attached resolution:

Respectfully Submitted,

Ken Swisher
Finance Director

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2014-

THE CITY OF MARSHALL
GENERAL APPROPRIATION ACT AND TAX LEVY RESOLUTION
July 1, 2014 – June 30, 2015

THE CITY OF MARSHALL RESOLVES that the expenditures for the fiscal year, commencing July 1, 2014, and ending June 30, 2015, are hereby appropriated on a departmental and fund total basis as follows:

GENERAL FUND REVENUES

Taxes	\$3,430,725
Licenses and Permits	46,200
Intergovernmental Revenues	778,750
Charges for Services	69,150
Fines and Forfeits	95,500
Interest	4,000
Miscellaneous	234,000
Other Financing Sources	978,000
Recreation	391,280
Composting	44,204
Airport	172,500
Total Revenues	\$6,244,309

GENERAL FUND EXPENDITURES

City Council	\$3,416
City Manager	129,316
Assessor	84,772
Attorney	55,000
Human Resources	63,724
Clerk	55,762
Finance/Treasurer	226,292
City Hall	70,653
Chapel	2,400
Other City Property	39,850
Cemetery	172,386
Non-Departmental	548,431
Police	1,553,228
Crossing Guards	11,972
Dispatch	108,000
Fire	872,334
Inspection	90,830
Planning/Zoning	162,484
Streets	856,375
Engineering	15,595

PSB Operations	104,960
Parks	82,289
Capital Improvements	197,000
Transfers Out	125,000
Recreation	418,489
Composting	61,243
Airport	<u>169,059</u>
Total Expenditures	\$6,280,860

Overall General Fund balance reserves shall be decreased by \$36,551 based on the FY 2015 revenues and expenditures for the General Fund budget. There is a \$27,209 planned use of fund balance for Recreation capital purchases and a \$17,039 planned use of Compost fund balance to reduce that balance to near zero.

The City Council does hereby levy a tax of 17.1629 mills for the period of July 1, 2014, through June 30, 2015 on all real and non-exempt personal taxable property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City of Marshall and is levied pursuant to Section 8.01, Article 8 of the Charter of the City of Marshall.

The City Council does hereby levy a tax of .5000 mills for the period of July 1, 2014, through June 30, 2015, on all real and non-exempt personal taxable property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the expense of operating the Leaf, Brush and Trash Removal Services of the City of Marshall as authorized by a vote of the citizens on November 6, 2012.

The City Council does hereby levy a tax of .4840 mills for the period of July 1, 2014, through June 30, 2015, on all real and non-exempt personal taxable property in the City of Marshall, according to the valuation of the same. This tax is levied to operate the Dial-A-Ride Transportation System in the City of Marshall as authorized by a vote of the citizens on August 5, 1975.

The City Council does hereby levy a tax of .9393 mills for the period of July 1, 2014, through June 30, 2015, on all real and non-exempt personal taxable property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the expense of operating the Recreation Department of the City of Marshall as authorized by a vote of the citizens on April 4, 1959.

The City Council does hereby levy a tax of 1.6129 mills for the period of July 1, 2014, through June 30, 2015, on all real and non-exempt personal taxable property in the City of Marshall, according to the valuation of the same in a district known as the Downtown Development District. This tax is levied for the purpose of defraying the cost of the Downtown Development Authority.

	<u>PROPOSED</u> <u>FY 2015</u>	<u>ACTUAL</u> <u>FY 2014</u>	<u>DIFFERENCE</u>
General Operating	17.1629	17.1629	0.0000
Leaf, Brush and Trash Removal Services	.5000	.5000	0.0000
Recreation	.9393	.9393	0.0000
Dial-A-Ride	.4840	.4840	0.0000
Downtown Development Authority	1.6129	1.6129	0.0000
TOTAL	<u>20.6991</u>	<u>20.6991</u>	<u>0.0000</u>

The City Manager is authorized to make budgetary transfers within the appropriation centers established through this budget, and that all transfers between appropriations may be made by the City Manager in an amount not to exceed \$10,000 per year without prior Council approval pursuant to Section 19.2 of the provisions of the Michigan Uniform Accounting and Budgeting Act.

The City Council establishes the budget for the period of July 1, 2014, through June 30, 2015 for the following funds in the amounts set forth below:

ALL FUNDS REVENUES

General Fund	\$6,244,309
MVH-Major & Trunkline	432,900
MVH-Local	230,250
Leaf, Brush and Trash Removal	96,000
Local Development Finance	390,800
Downtown Development	262,000
Marshall Area Econ. Develop.	714,750
Special Projects	20,373
Marshall House	618,676
Electric	13,534,200
Dial-a-Ride	354,482
Wastewater	1,543,000
Water	1,595,000
Data Processing	154,387
Motorpool	730,650
Safety	100
Total Revenues	\$26,791,877

ALL FUNDS EXPENDITURES

General Fund	\$6,280,860
MVH-Major & Trunkline	431,657
MVH-Local	472,988
Leaf, Brush and Trash Removal	95,948

Local Development Finance	387,115
Downtown Development	228,796
Marshall Area Econ. Develop.	711,590
Special Projects	18,523
Marshall House	755,249
Electric	14,713,693
Dial-a-Ride	431,610
Wastewater	1,690,494
Water	1,518,447
Data Processing	154,164
Motor Pool	1,075,129
Safety	<u>3,400</u>
Total Expenditures	\$28,969,663

Total fund balance reserves shall be decreased by \$2,047,786 based on the FY 2015 revenues and expenditures for All Funds.

Amendments: (TBD)

The City Council of the City of Marshall did give notice of the time and place when a public hearing on adoption of the budget would be held in accordance with Public Act 43 of 1963, proof of publication of the Notice of Public Hearing is now on file, and which Public Hearing was duly held pursuant to said notice and in conformity therewith. A copy of the budget proposal was on file with the City Clerk and available for public inspection for at least one week prior to adoption of the budget; and

Further, the City Council of the City of Marshall did give notice of the time and place when a public hearing would be held in conformity with the provisions of Public Act 5 of 1982 authorizing a tax rate in excess of the present authorized tax rate for General Operating, Recreation, Dial-A-Ride and Downtown Development Authority tax levies, proof of publication of Notice of Public Hearing is now on file, and which Public Hearing was duly held pursuant to said notice and in conformity therewith; and

This Resolution shall take effect July 1, 2014.

Dated: May 19, 2014

Trisha Nelson, City Clerk

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on May 19, 2014 and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Trisha Nelson, City Clerk



ADMINISTRATIVE REPORT
May 19, 2014 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council
FROM: Natalie Dean, Director Community Services
Tom Tarkiewicz, City Manager
SUBJECT: Approval of Clear Zoning, LLC Proposal to Update
Master Plan, Zoning Ordinance and Sign Ordinance

BACKGROUND: The City's Master Plan for Land Use (2008), Zoning Ordinance (2006) and Sign Ordinance (2002) are all due for updating. In February, the City sent and advertised an RFP for the project. Eight RFP's were sent out and two were received. The bids received were as follows:

- **Clearzoning, Lathrup Village:**

Master Plan	\$24,880
Zoning Ordinance	\$23,340
Sign Ordinance	\$10,750
Total Cost:	\$58,970
- **Rowe Professional Services, Flint:**

Master Plan	\$33,540
Zoning Ordinance	\$27,360
Sign Ordinance	\$13,730
Total Cost:	\$74,630

The cost of these services is governed through the Formal Competitive Bid process as outlined in §32.03. The low bidder, Clearzoning is the same company as the former Birchler/Arroyo firm that created the City's Master Plan, as well as assisted with the HCOD. The work on the updates will start after July 1st.

RECOMMENDATION: Staff recommends that City Council approve the proposal from Clearzoning of Lathrup Village, in the amount of \$58,970, to update the City's Master Plan, Zoning Ordinance and Sign Ordinance.

FISCAL EFFECTS: To approve \$60,000 in the FY2015 Planning & Zoning Budget, line item #101-410-801 Professional Services, to cover the cost of hiring Clearzoning to update the City's Master Plan, Zoning Ordinance and Sign Ordinance.

Respectfully submitted,


Natalie Dean
Director of Community Services


Tom Tarkiewicz
City Manager

323 W. Michigan Ave.
Marshall, MI 49068
p 269.781.5183
f 269.781.3835
cityofmarshall.com



ADMINISTRATIVE REPORT
May 19, 2014 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Carl Fedders, Director of Public Services
Mike Hackworth, DPW Superintendent
Tom Tarkiewicz, City Manager

SUBJECT: Dump Truck Purchase

BACKGROUND: The current budget includes the replacement of a 1996 one-ton dump truck. The truck was bid as per the City Ordinance and only one vendor supplied the City with a bid:

Boshear's Ford	Marshall, MI	\$39,696
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Today the capital line item has only approximately \$6,500 remaining that is not obligated due to some unexpected purchases (mobile hoist, leaf loaders). We would recommend that we still proceed with this planned purchase utilizing offsets in the Equipment Maintenance Supplies and Equipment Maintenance line items.

RECOMMENDATION: It is recommended that the Council approve the purchase of the one-ton dump truck from Boshear's Ford in Marshall, Michigan for \$39,696.

FISCAL EFFECTS: To appropriate \$39,696 from the FY 2014 Motor Pool Capital Outlay expenditure budget line item 661-898-970.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

Carl Fedders
Director of Public Services

Tom Tarkiewicz
City Manager

Michael Hackworth
DPW Superintendent

323 W. Michigan Ave.

Marshall, MI 49068

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f 269.781.3835

cityofmarshall.com



ADMINISTRATIVE REPORT
May 19, 2014 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Tracy Hall, HR Coordinator

SUBJECT: Annual Compensation of Administrative Officials,
Department Heads, and Salaried Personnel

BACKGROUND: The charter of the City of Marshall, Section 2.27, Annual Compensation states "The city council shall set the salaries of all administrative officials, department heads and salaried personnel by June 30 of every year, except as provided by State law. Such salaries shall be included in the annual budget..."

Attached is a listing, by job title, of the proposed wages for the administrative officials, department heads and salaried personnel. Five of these positions reflect a market increase while all other wages reflect a 2%. These proposed wages are contained within the overall proposed FY 2015 budget for the City of Marshall. As indicated by Charter, the wages must be formally approved by Council.

RECOMMENDATION: Approve the proposed FY15 wages for the administrative officials, department heads and salaried personnel as presented.

FISCAL EFFECTS: The wages as shown on the attached list, have been included in the proposed FY 2015 budget to be adopted by the Marshall City Council.

ALTERNATIVES: As suggested by City Council.

Respectfully submitted,

Tom Tarkiewicz
City Manager

Tracy L. Hall
HR Coordinator

323 W. Michigan Ave.

Marshall, MI 49068

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Non-Union Salaried Positions 2014-2015 Wages

Position	Wages
1 Clerk	43,730.34
2 HR Coordinator	45,598.00
3 Marshall House Administrator	45,714.46
4 Treasurer	47,940.00
5 Recreation Superintendent	56,379.78
6 Water Superintendent	58,140.00
7 Waste Water Superintendent	58,140.00
8 DPW Superintendent	58,140.00
9 Deputy Fire Chief	63,240.00
10 Director of Finance	66,300.00
11 Director of Community Services	69,316.00
12 Deputy Police Chief	69,360.00
13 Director of Electric Utilities	70,000 - 77,000 DOQ
14 Director of Public Services	77,520.00
15 Director of Public Safety	81,600.00
16 City Manager	110,265.00



ADMINISTRATIVE REPORT
May 19, 2014 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: AT&T Video Service – Local Franchise Agreement

BACKGROUND: AT&T Michigan is planning to provide video services to the residents of Marshall. 2006 PA 480 Uniform Video Service Act dictates the procedure for a governmental entity and the amount of franchise fees (maximum 5% of gross sales). WOW has a franchise fee of 5% of gross sales. The City does not charge a Public Education Government (PEG) fee. The City Attorney has reviewed this agreement.

RECOMMENDATION: It is recommended that the City Council approve the Uniform Video Service Local Franchise Agreement with AT&T Michigan and authorize the Clerk to sign the agreement.

FISCAL EFFECTS: Unknown revenue at this time.

ALTERNATIVES: As suggested by City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz", written in a cursive style.

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

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James Murray
President

444 Michigan Ave
Suite 1700
Detroit, MI 48226
Office: 313-223-7171
Fax: 313-223-9008

May 8, 2014

Via UPS Overnight Delivery

To: Trisha Nelson
Clerk of the City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

Re: Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Nelson:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Agreement") by and between the City of Marshall, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The Commission's Order and Instructions may be found at the following Commission web link: http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf

The enclosed filing includes the standard form Agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. AT&T does not have specific information with regard to an existing franchise agreement with an incumbent provider in the City of Marshall. Section 6(1)(a) of Act 480 provides that "[i]f there is an existing franchise agreement, an amount equal to the percentage of gross revenues paid to the franchising entity by the incumbent video provider with the largest number of subscribers in the franchising entity" shall be the franchise fee. Section 6(1)(b) of Act 480 provides "[a]t the expiration of an existing franchise agreement or if there is no existing franchise agreement, an amount equal to the percentage of gross revenues as established by the franchising entity not to exceed 5% and shall be applicable to all providers" as an annual franchise fee for providing video services.

In addition, for the support of public, education, and government ("PEG") access facilities and services, Section 6(8)(a) of Act 480 provides "[i]f there is an existing franchise on the effective date of this act, the fee paid to the franchising entity by the incumbent video provider with the largest number of cable service subscribers in the franchising entity as determined by the existing franchise agreement" shall be the PEG fee. And Section 6(8)(c) of Act 480 provides "[i]f there is no existing franchise agreement, a percentage of gross revenues as established by the franchising entity not to exceed 2% to be determined by a community needs assessment" for the support of public, education, and government ("PEG") access facilities and services. Accordingly, please insert the franchise fee, if any, into Section "VI. Fees" and the PEG support fee, if any, into Section "VIII. PEG Fees", pursuant to the above noted

Ms. Trisha Nelson
May 8, 2014
Page 2

statutory requirements. On May 3, 2007, the Michigan Public Service Commission noted at page 3 of its Order Establishing An Expedited Hearing And Directing The City Of Southfield To Show Cause in Case No. U-15281, that it is the Franchising Entity's responsibility to fill in the applicable franchise fee and PEG fee.

The submission also includes Attachment 1 to the Agreement. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed both the "Video Service Area Footprint" and "the date on which AT&T expects to begin to provide video services in part of the Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth in Confidential Attachments A and B respectively, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION")

Pursuant to Section XIII of the Agreement, Section 11 of Act 480, and the Commission's Instructions, the City of Marshall as the Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

It is important to note that AT&T's map demonstrates the exact footprint within which AT&T intends to offer video services and thus is consistent in full with the purpose for which it is prepared. AT&T's "video service area footprint" map complies with Section 2(3)(e) of Act 480. Section 2(3)(e) provides that a uniform video service local franchise agreement include "an exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards."

AT&T's video service area footprint map is prepared using digital geographic data created by AT&T's Geographic Information System (GIS) application. GIS-mapping systems use software to combine multiple "layers" of information to create maps tailored for specific purposes, such as demonstrating the precise area in which AT&T intends to offer video services. Maps created using AT&T's GIS-mapping system meet or exceed all pertinent national map accuracy standards.

AT&T's GIS-created maps are created using GIS-mapping technology. GIS-mapping systems are comprised of individual map elements, which are "intelligent" in the sense that each individual map element contains an encoded database record that includes a unique identifier attribute and spatial coordinate attributes for each individual map element (such as longitude and latitude). AT&T's GIS-mapping application uses wire center boundaries hand-digitized by AT&T, which are highly accurate for all map preparation purposes.

AT&T's GIS-mapping application uses data sources that have latitude and longitude coordinates embedded in and associated with all the points, lines and boundaries on all state and municipality maps

Ms. Trisha Nelson
May 8, 2014
Page 3

used by AT&T, to create the video service area footprint maps. Those portions of the AT&T wire centers which are outside the boundaries of the City of Marshall are not included in the map.

AT&T's GIS-mapping application uses geographic data from several sources. For example, AT&T secures landbase data, including city and state boundaries, from NAVTEQ®, which is recognized as a leader in GIS data and a provider of GIS application data in North America. Data and maps received from NAVTEQ® are specifically designed to comply with all national map accuracy standards. In sum, AT&T's map complies with the requirements of Section 3(3)(e) of Act 480 and includes "an exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards."

The City of Marshall has 15 business days beginning on May 9, 2014 within which to notify AT&T if the Agreement is complete. If the City of Marshall does not notify AT&T regarding the completeness of the Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Agreement shall be deemed complete. Any notice by the City of Marshall regarding the completeness of the Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Agreement.

AT&T has a proud history and tradition of providing home phone service for many decades to residents in the geographic area now located in the City of Marshall. We are looking forward to serving your community in new ways.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.



James Murray

Attachments

cc: Tom Tarkiewicz, City Manager (Public Version Only)
Andy Solon, AT&T External Affairs Manager

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Marshall, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(I) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Marshall:

323 W. Michigan Avenue

444 Michigan Avenue

Marshall, Michigan 49068

Room 1670

Detroit, Michigan 48226

Attn: City Clerk (cc: City Manager)

Attn: Yvette Collins, Director - External Affairs

Fax No.: 269.781.3835

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

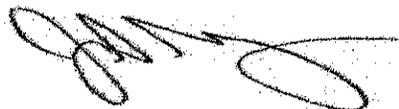
IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Marshall, a Michigan Municipal Corporation

By

Print Name
Title
Address
City, State, Zip
Phone
Fax
Email

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan



By	
Print Name	James Murray
Title	President
Address	444 Michigan Avenue, Room 1700
City, State, Zip	Detroit, Michigan 48226
Phone	313.223.7171
Fax	313.223.9008
Email	m42325@att.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: May 8, 2014		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

Company executive officers:

Name(s): James Murray
Title(s): President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Michigan Bell Telephone Company d/b/a AT&T Michigan CONFIDENTIAL INFORMATION
SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A
The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the City of Marshall, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Marshall.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

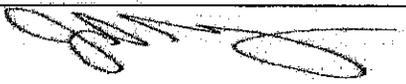
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: See Confidential Attachment B

For All Applications:

**Verification
(Provider)**

I, James Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): James Murray, President	
Signature: 	Date: May 8, 2014

(Franchising Entity)

City of Marshall, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date



ADMINISTRATIVE REPORT
May 19, 2014 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Carl Fedders, Director of Public Services
Tom Tarkiewicz, City Manager
SUBJECT: Electric Land Purchase

BACKGROUND: The current budget includes \$25,000 to replace and upgrade the first pole north of the powerhouse on the north side of the railroad tracks along Monroe Street. This pole has shown some deterioration and is consider vital to our system. During our preparation for this improvement we uncovered that the pole currently sits on private property and the ideal spot for a new pole would remain at this site.

The five year master plan for the electric department identified the need to improve the safety and reliability of the circuits within the vicinity of the powerhouse. These recommendations include the pole mentioned above along with the other circuits and pole lines that cross the railroad tracks in this location.

In an effort to plan for these improvements, the owner of this parcel was contacted about the possibility of the City purchasing the property. Attached is the recommended Offer to Purchase which was drafted by the City Attorney.

The above mentioned pole replacement project cost will be used to purchase the land and the remaining amount will be taken from fund reserves. The next budget has more improvements planned.

Taxes collected on this property are approximately \$2,000 annually and it was last sold in 1988 for a sales price of \$20,000.

RECOMMENDATION: It is recommended that the Council authorize the Clerk to sign the Offer to Purchase for Parcel 53-001-491-00 in the amount of \$30,000.

FISCAL EFFECTS: To appropriate \$30,000 from the FY 2014 Electric Capital Outlay expenditure budget line item 582-900-970.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

Carl Fedders
Director of Public Services

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

OFFER TO PURCHASE REAL ESTATE

The City of Marshall, Michigan ("Buyer") a Michigan Home Rule City with offices at 323 W. Michigan Avenue, Marshall, Michigan 49068 hereby offers to purchase the real estate described below on the terms set forth herein from David A. Flynn, a single man of 720 Forest Street, Marshall, Michigan ("Seller").

BUYER OFFERS TO PURCHASE REAL PROPERTY AS FOLLOWS:

PROPERTY:

Lots 491 and 492 of the UPPER VILLAGE (NOW CITY) OF MARSHALL, according to the Plat thereof recorded in the Office of the Register of Deeds for Calhoun County, in Liber 3 of Plats, on pages 12 and 13, being bounded on the North by Monroe Street, east by Marshall Avenue and on the South by the right of way of Michigan Central Railroad.

City of Marshall, Calhoun County, Michigan

Subject to easement, restrictions, reservations and exceptions of record.

Tax Roll No. 13-53-001-491-00

PRICE:

Thirty Thousand (\$30,000.00) Dollars.

TERMS:

Immediately upon acceptance of this offer Buyer will pay One (\$1.00) Dollar to the Seller as earnest money. The remainder will be due at closing.

TAXES AND ASSESSMENT:

Seller shall be responsible for 2013 and prior taxes.

Seller shall be responsible for a pro-rata share of taxes and any assessments through the date of closing of the 2014 taxes. If the exact amount of 2014 taxes and assessments are not known, the Seller's most recent tax and assessment bills shall be used to determine their pro-rata obligation for the year 2014.

CONVEYANCE:

Seller shall deliver a fully executed warranty deed to the Buyer at closing conveying marketable title to the Buyer.

TITLE INSURANCE:

Buyer may obtain, at Buyer's expense, an owner's policy of title insurance from a title insurance agency acceptable to Buyer, in the amount of the purchase price, subject only to standard exceptions.

CONDITION OF PROPERTY:

Seller makes no representations regarding the physical condition of the property and Buyer takes the property in its "as is" condition.

CLOSING:

Closing shall take place on or before June 15, 2014. The closing shall take place at such location within the City of Marshall as the parties may mutually agree.

The exact closing date shall be determined by agreement of the parties.

POSSESSION:

Buyers shall be entitled to possession no later than the day of closing.

CLOSING COSTS:

The Buyer shall be responsible for the cost of the preparation of the Warranty Deed, property Transfer Affidavit, Transfer Tax, Title Insurance and the cost of recording the Deed and the cost of any inspection or environmental assessment.

SALE WITHOUT BROKER:

The parties represent to each other that as of the date of this agreement there is no listing agreement in effect with respect to the premises, and that no broker has been engaged by either party nor has any broker been involved in negotiating this agreement. Each party shall indemnify the other and hold the other harmless from any claim to a commission or fee by or on behalf of a broker for representation.

AMENDMENTS:

Amendments of this Agreement are permitted only if written and signed by all parties.

CHOICE OF LAW:

This Agreement is governed by Michigan Law.

BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, assignees, heirs, executors or administrators of the parties.

FULL AGREEMENT:

This document represents the full extent of the agreement of the parties.

NOTICES:

All notices required to be given under this Contract shall be mailed to the Seller at the address above, and to the Buyer in care of Beardslee Law Offices at the address listed below.

This Offer is made by the City of Marshall, Michigan and is executed by the City Clerk, Trisha Nelson, on behalf of the City of Marshall, having been authorized by the Marshall City Council.

City of Marshall

May _____, 2014

By: Trisha Nelson, Clerk

ACCEPTANCE

This offer is ACCEPTED by the Seller, this _____ day of May, 2014.

David A. Flynn

Prepared by:
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Marshall, MI 49068
(269) 781-9090



ADMINISTRATIVE REPORT
May 19, 2014 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Appointment to the Local Development Finance Authority

BACKGROUND: According to LDFA by-laws Article II, Section 2, the Board (LDFA) shall consist of eleven members, seven of which shall be appointed by the City Manager of the City of Marshall, subject to the approval of the Marshall City Council. Mark Oerther's term expires on June 2, 2014.

RECOMMENDATIONS: It is recommended that the City Council approve the reappointment of Mark Oerther with a term expiring on June 2, 2018 to the Local Development Finance Authority in accordance with Act 281, Public Acts of 1986.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz", written in a cursive style.

Tom Tarkiewicz
City Manager

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