



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

December 18, 2017

- 1) CALL TO ORDER
2) ROLL CALL
3) INVOCATION – Ralph McCarty, East Eckford Community Church
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 Public Hearing – July 1, 2018 – June 20, 2024 Capital Improvement Program P. 3

City Council will consider the recommendation to schedule a public hearing for Tuesday, January 16, 2018 to hear public comment regarding the July 1, 2018 through June 30, 2024 Capital Improvement Program.

B. Schedule Public Hearing – Zoning Amendment #RZ17.06 to rezone 11038 and 11040 17 Mile Road P. 5

City Council will consider the recommendation to schedule a public hearing for Tuesday, January 16, 2018 to hear public comment on Zoning Amendment #RZ17.06, to rezone 11038 and 11040 17 Mile Road from I-1: Research & Technology to I-2: General Industrial.

C. City Council Minutes P. 10

Regular Session..... Monday, December 4, 2017

D. City Bills P. 17

Regular Purchases..... \$ 245,777.42

Weekly Purchases – 12/1/17..... \$ 13,591.38

Weekly Purchases – 12/8/17..... \$46,091.34

Total ..... \$ 305,460.14

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. Marshall Excelsior Company – Industrial Facilities Tax Exemption Certificate Application P. 22

City Council will hear public comment regarding the request from Marshall Excelsior for an Industrial Facilities Tax Exemption Certificate at 1506 George Brown Drive.

Mayor: Jack Reed

- Council Members: Ward 1 - Kari Schurig, Ward 2 - Nick Metzger, Ward 3 - Brent Williams, Ward 4 - Michael McNeil, Ward 5 - Robert Costa, At-Large - Joe Caron



**11) OLD BUSINESS**

**12) REPORTS AND RECOMMENDATIONS**

**A. WOW! Video Service – Local Franchise Agreement P. 33**

City Council will consider the recommendation to approve the Uniform Video Service Local Franchise Agreement with WOW! With a 5% franchise fee and authorize the Clerk to sign the agreement.

**B. Dedication of Pratt Avenue Right of Way P. 48**

City Council will consider the recommendation to approve the resolution for the dedication of Pratt Avenue right of way and accept this street into the City of Marshall Street system.

**C. Medical Marihuana Fee Resolution P. 51**

City Council will consider the recommendation to approve resolution establishing fees for the Medical Marihuana Facilities.

**D. Voluntary Green Pricing Program (VGPP) Rates P. 53**

City Council will consider the recommendation to approve the new rate structure for the Voluntary Green Pricing Program with an implementation date of December 19, 2017.

**E. Underground Bridge Cable P. 55**

City Council will consider the recommendation to approve the purchase of underground cable from WESCO in the amount of \$107,167.50 and authorizes the City Clerk to sign the purchase contract based on final price accounting for commodity pricing variations

**13) APPOINTMENTS / ELECTIONS**

**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,

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

Tom Tarkiewicz  
City Manager



**ADMINISTRATIVE REPORT**  
**December 18, 2017 – City Council Meeting**

**TO:** Honorable Mayor and City Council Members

**FROM:** Jon B. Bartlett, Finance Director  
Tom Tarkiewicz, City Manager

**SUBJECT:** Schedule a Public Hearing for Adoption of the July 1, 2018 – June 30, 2024 Capital Improvement Program

**BACKGROUND:** Each year the City of Marshall must prepare a six-year Capital Improvement Program (CIP) that is formally adopted by City Council. This six-year CIP (spreadsheet attached) is the guide for future capital needs and resource allocation for the City of Marshall.

Beginning in September, staff began to update the previous CIP to address the changes impacting the six-year plan and add the latest fiscal year, 2023-24. The Director's Team assembles the data and analyzes the needs and the potential revenue resources.

The Marshall City Planning Commission set a public hearing at its November 8, 2017, meeting to hear public comment on the proposed CIP on December 13, 2017. The Planning Commission's role is to review the Planning Commission portion of the CIP to make certain it addresses any priorities included in the Master Plan for future land use and development. The Planning Commission opened a public hearing on December 13, 2017 to hear comments on the proposed CIP. No public commented and Chair McNiff closed the public hearing. Commissioners reviewed the plan as staff went over the projects outlined to describe timelines and locations of potential projects. Commissioner Banfield asked for further clarification on the purpose for a new tower and water treatment plant. City Manager, Tom Tarkiewicz, discussed the pressure concerns on the north side of the city, which a new tower would help address. An upgraded water treatment facility would aid in supporting the incoming power plant and future economic growth. Commissioner Hubbell inquired about the expansion proposed for the Cemetery and the river wall. Staff explained that the Cemetery will use vacant field located to the east.

**MOTION** by Collins, supported by Burke-Smith, to adopt the planning projects proposed for the City's Capital Improvement Plan Fiscal Year 2018 – Fiscal Year 2014. On a voice vote; **MOTION CARRIED.**

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

After hearing public comment(s) the Planning Commission moved to adopt the planning projects for the City's Capital Improvement Plan for Fiscal Year 2018 - Fiscal Year 2014 as presented.

Council shall conduct a public hearing to receive comments on the proposed Capital Improvement Program in its entirety. Following the public hearing, Council will be asked to adopt the CIP as presented or with any changes Council deems appropriate.

**RECOMMENDATION:** It is recommended that the Council set a public hearing for January 16, 2018 for discussion and public comment regarding the proposed July 1, 2018 through June 30, 2024 Capital Improvement Program.

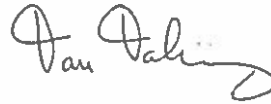
**FISCAL EFFECTS:** None.

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,



Jon B. Bartlett  
Finance Director



Tom Tarkiewicz  
City Manager



**ADMINISTRATIVE REPORT**  
**December 18, 2017 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and City Council Members

**FROM:** Jacqueline Slaby, Director of Community Services  
Tom Tarkiewicz, City Manager

**SUBJECT:** Set Public Hearing for January 16, 2018 to consider Zoning Amendment #RZ17.06 to rezone 11038 and 11040 17 Mile Rd. from I-1: Research & Technology to I-2: General Industrial

**BACKGROUND:** Marshall Energy Center proposes to build natural gas power plant facilities in the Brooks Industrial Park. The company has purchased 11038 and 11040 17 Mile Rd. which both parcels are currently zoned as I-1 Research & Technology. The City Zoning Ordinance allows power plants to only be built as a special land use in I-2 General Industrial or PSP Public/Semi-Public Services District(s). Surrounding properties are zoned as I-1 and are currently vacant or in use for manufacturing, etc.

The Planning Commission received the request submitted by Marshall Energy Center at their regular meeting on November 8, 2017 and a set a public hearing to hear comments on rezoning request #RZ17.06 for the next scheduled Planning Commission meeting.

On December 13, 2017, Planning Commission opened up a public hearing to hear comments on the rezoning request and consider its recommendation to City Council.

This was one public comment made by Richard Lindsay (17 Mile Rd., Marshall Township). Mr. Lindsay expressed his enthusiasm for the proposed power plant coming to Marshall.

With no further comments made by the public, Chair McNiff closed the public hearing.

Commissioners went through a rezoning criteria checklist to discuss the rezoning request and found that this rezoning met the majority of the criteria. Staff explained the change in economic growth in recent years for Marshall has created a need for the City to review its future land use map and begin to prepare for development opportunities that the Planning Commission may have not predicted when developing the Master Planning and Zoning Ordinance, particularly in the case of power

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plant facilities. Commissioners reviewed the existing use of the land which is utilized for farming currently and the surrounding properties which are zoned entirely industrial within a 300-foot radius.

The impact of a project this scale on traffic, physical geography, population, and public services/facilities was discussed among commissioners and it was concluded that the proposed project would either not significantly impact or the impact will be mitigated by mechanisms/reviews put in place by Marshall Energy Center and State agencies, such as MDEQ. Director of Community Services, Jacqueline Slaby, added that staff felt confident that with the necessary upgrades to public facilities/service over the next two years, the City will be able to accommodate this type of project.

**MOTION** by Hubbell, supported by Burke-Smith, to recommend to the City Council the approval of the Zoning Amendment Application #RZ17.06 to rezone 11038 and 11040 17 Mile Rd. from I-1: Research & Technology to I-2: General Industrial. On a voice vote; **MOTION CARRIED.**

After hearing public comment(s) the Planning Commission moved to recommend to City Council to approve the Zoning Amendment #RZ17.06 to rezone 11038 and 11040 17 Mile Rd. from I-1: Research & Technology to I-2: General Industrial.

**RECOMMENDATION:** City staff recommends that City Council set a public hearing for January 16, 2018 to hear comments on Zoning Amendment #RZ17.06, to rezone 11038 and 11040 17 Mile Rd. from I-1: Research & Technology to I-2: General Industrial.

**FISCAL EFFECTS:** None at this time.

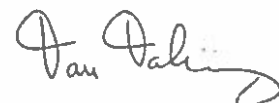
**CITY GOAL CLASSIFICATION:** GOAL AREA I: ECONOMIC DEVELOPMENT  
Sustain and intensify the economic vitality of the Marshall area.

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,



Jacqueline Slaby  
Director of Community Services



Tom Tarkiewicz  
City Manager

**CITY OF MARSHALL  
ORDINANCE #2017-##**

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CHANGE THE ZONING OF TWO PARCELS OF REAL PROPERTY; ONE AT 11040 17 MILE ROAD, AND THE SECOND AT 11038 17 MILE ROAD, FROM I-1: RESEARCH AND TECHNOLOGY TO I-2: GENERAL INDUSTRIAL.

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

**Section 1.** Pursuant to the authority granted in Section 7.1 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to designate the zoning district for the below described property as I-2: General Industrial.

Property Descriptions

**PARCEL #1**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1, TOWN 3 SOUTH, RANGE 6 WEST, CITY OF MARSHALL, CALHOUN COUNTY, MICHIGAN, LYING SOUTH OF TALLMADGE CREEK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 1, TOWN 3 SOUTH, RANGE 6 WEST, CITY OF MARSHALL, CALHOUN COUNTY, MICHIGAN; THENCE NORTH 00°07'05" WEST ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 1, A DISTANCE OF 1311.31 FEET; THENCE SOUTH 89°52'55" WEST, PERPENDICULAR TO SAID NORTH AND SOUTH 1/4 LINE, A DISTANCE OF 109.30 FEET; THENCE 49.94 FEET ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 46°59'41" WEST, 49.86 FEET, AND A RADIUS OF 255.00 FEET; THENCE 45.92 FEET ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 64°27'50" WEST, 44.69 FEET, AND A RADIUS OF 57.00 FEET; THENCE 127.54 FEET ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 50°15'40" WEST, 118.73 FEET, AND A RADIUS OF 98.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING 4.76 FEET ALONG SAID CURVE TO THE RIGHT, WHOSE CHORD BEARS NORTH 11°35'11" WEST, 4.76 FEET, AND A RADIUS OF 98.00 FEET; THENCE 55.57 FEET ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 38°07'27" WEST, 53.39 FEET, AND A RADIUS OF 57.00 FEET; THENCE NORTH 66°03'06" WEST, 27.74 FEET; THENCE NORTH 01°58'52" EAST, 63.71 FEET; THENCE 23.70 FEET ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 68°06'33" EAST, 23.70 FEET, AND A RADIUS OF 330.00 FEET; THENCE SOUTH 66°03'06" EAST, 27.74 FEET; THENCE 55.57 ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 86°01'15" EAST, 53.39 FEET, AND A RADIUS OF 57.00 FEET; THENCE 57.42 FEET ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 74°52'49" EAST, 56.61 FEET, AND A RADIUS OF 98.00 FEET; THENCE 55.57 FEET ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH

63°44'22" EAST, 53.39 FEET, AND A RADIUS OF 57.00 FEET; THENCE NORTH 35°48'43" EAST, 135.28 FEET; THENCE 169.32 FEET ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 17°50'49" EAST, 166.56 FEET, AND A RADIUS OF 270.00 FEET TO THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION; THENCE NORTH 00°07'05" WEST, ALONG SAID 1/4 LINE, A DISTANCE OF 244.97 FEET TO AN INTERMEDIATE TRAVERSE LINE ALONG THE SOUTHERLY EDGE OF TALLMADGE CREEK; THENCE SOUTH 86°10'55" WEST, 772.00 FEET ALONG SAID INTERMEDIATE TRAVERSE LINE; THENCE NORTH 70°05'36" WEST, 588.54 FEET ALONG SAID INTERMEDIATE TRAVERSE LINE TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH 45°57'31" WEST, 208.95 FEET ALONG SAID INTERMEDIATE TRAVERSE LINE; THENCE SOUTH 00°04'37" EAST, PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4, A DISTANCE OF 819.67 FEET; THENCE SOUTH 89°55'23" WEST, 1173.84 FEET; THENCE SOUTH 00°02'09" EAST, ALONG THE WEST LINE OF SECTION 1, A DISTANCE OF 166.00 FEET; THENCE NORTH 89°55'23" EAST, 1173.97 FEET; THENCE NORTH 00°04'37" WEST, 33.00 FEET; THENCE NORTH 89°55'23" EAST, 1196.81 FEET TO THE PLACE OF BEGINNING. INTENDING TO INCLUDE THE LAND BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE SOUTHERLY WATERS' EDGE OF TALLMADGE CREEK, CONTAINING 27.18 ACRES OF LAND, MORE OR LESS.

SUBJECT TO THE 66' ROAD EASEMENT AND 100' UTILITY EASEMENT AS DESCRIBED BELOW. ALSO TOGETHER WITH AND SUBJECT TO ANY AND ALL OTHER EASEMENTS, RIGHTS, AND RESTRICTIONS OF RECORD.

#### **PARCEL #2**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1, TOWN 3 SOUTH, RANGE 6 WEST, CITY OF MARSHALL, CALHOUN COUNTY, MICHIGAN, LYING SOUTH OF TALLMADGE CREEK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 1, TOWN 3 SOUTH, RANGE 6 WEST, CITY OF MARSHALL, CALHOUN COUNTY, MICHIGAN; THENCE NORTH 00°07'05" WEST ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 1, A DISTANCE OF 1311.31 FEET; THENCE SOUTH 89°52'55" WEST, PERPENDICULAR TO SAID NORTH AND SOUTH 1/4 LINE, A DISTANCE OF 109.30 FEET; THENCE 49.94 FEET ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 46°59'41" WEST, 49.86 FEET, AND A RADIUS OF 255.00 FEET; THENCE 45.92 FEET ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 64°27'50" WEST, 44.69 FEET, AND A RADIUS OF 57.00 FEET; THENCE 127.54 FEET ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 50°15'40" WEST, 118.73 FEET, AND A RADIUS OF 98.00 FEET; THENCE SOUTH 89°55'23" WEST, 1196.81 FEET; THENCE SOUTH 00°04'37" EAST, 1425.36 FEET TO THE SOUTH LINE OF



SAID SECTION 1; THENCE SOUTH 89°29'02" EAST, 1475.03 FEET TO THE PLACE OF BEGINNING. CONTAINING 47.89 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE 66' ROAD EASEMENT AND 100' UTILITY EASEMENT AS DESCRIBED BELOW. ALSO TOGETHER WITH AND SUBJECT TO ANY AND ALL OTHER EASEMENTS, RIGHTS, AND RESTRICTIONS OF RECORD.

Common Addresses

11040 17 Mile Rd. (Parcel #1)

11038 17 Mile Rd. (Parcel #2)

**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.

Adopted and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jack Reed, 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 January 16, 2018, 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

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**CALL TO ORDER**

IN REGULAR SESSION Monday, December 4, 2017 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 Reed.

**ROLL CALL**

Roll was called:

Present: Council Members: Caron, McNeil, Metzger, Mayor Reed, Schurig, and Williams (arrived at 7:25 p.m.)

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: Council member Costa and Williams.

Moved Metzger, supported Caron, to excuse Council members Costa and Williams. On a voice vote- **MOTION CARRIED.**

**INVOCATION/PLEDGE OF ALLEGIANCE**

Gail Monsma of First Presbyterian Church gave the invocation and Mayor Reed led the Pledge of Allegiance.

**APPROVAL OF THE AGENDA**

Moved Metzger, supported Schurig, to approve the agenda as presented. On a voice vote – **MOTION CARRIED.**

**PUBLIC COMMENT ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

Moved McNeil, supported Caron, to approve the Consent Agenda:

- A. Received the 2018 City Council Meeting dates;
- B. Received the 2018 listing of the Boards and Commission positions that are scheduled to expire and the term of office;
- C. Scheduled a public hearing for Monday, December 18, 2017 to hear public comment on an application for an Industrial Facilities Tax Exemption Certificate for Marshall Excelsior at 1506 George Brown Drive;
- D. Approved the budget adjustments within the Capital Outlay Budget in the amount of \$214,278 for 202-900-970.00 and \$30,000 for 203-900-970.00;
- E. Minutes of the City Council Regular Session held on Monday, November 6, 2017 and the Special Session held on Monday, November 27, 2017;
- F. Approve city bills in the amount of \$ 1,645,039.52;

On a roll call vote – ayes: Caron, McNeil, Metzger, Mayor Reed, and Schurig; nays: none. **MOTION CARRIED.**

**PRESENTATIONS AND RECOGNITION**

**A. Certificates of Appreciation:**

Mayor Reed presented certificates of appreciation to past Board and Commission members.

**B. Oaklawn Hospital Presentation:**

Richard Lindsey provided an update on Oaklawn Hospital activities.

**C. 2017 Annual Financial Audit:**

Joe Verlin of Gabridge & Co. presented the 2017 Comprehensive Annual Financial Audit for the year ending June 30, 2017.

**Moved Williams, supported Metzger, to accept and place on file the 2017 Audit Report for the City of Marshall. On a voice vote – MOTION CARRIED.**

**INFORMATIONAL ITEMS**

None.

**PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**

**A. Zoning Amendment #JPC-RZ17.01 to rezone Parcel #53-131-009-06 to FS (Freeway Services):**

Jae Slaby, Director of Community Services, provided background regarding Parcel #53-131-009-06, which was previously transferred from Marshall Township to the City of Marshall through the Master 425 Agreement.

Mayor Reed opened the public hearing to hear public comment regarding Zoning Amendment #JPC-RZ17.01.

Richard Lindsey commented on behalf of Oaklawn Hospital and the MAEDA board and both entities give their support.

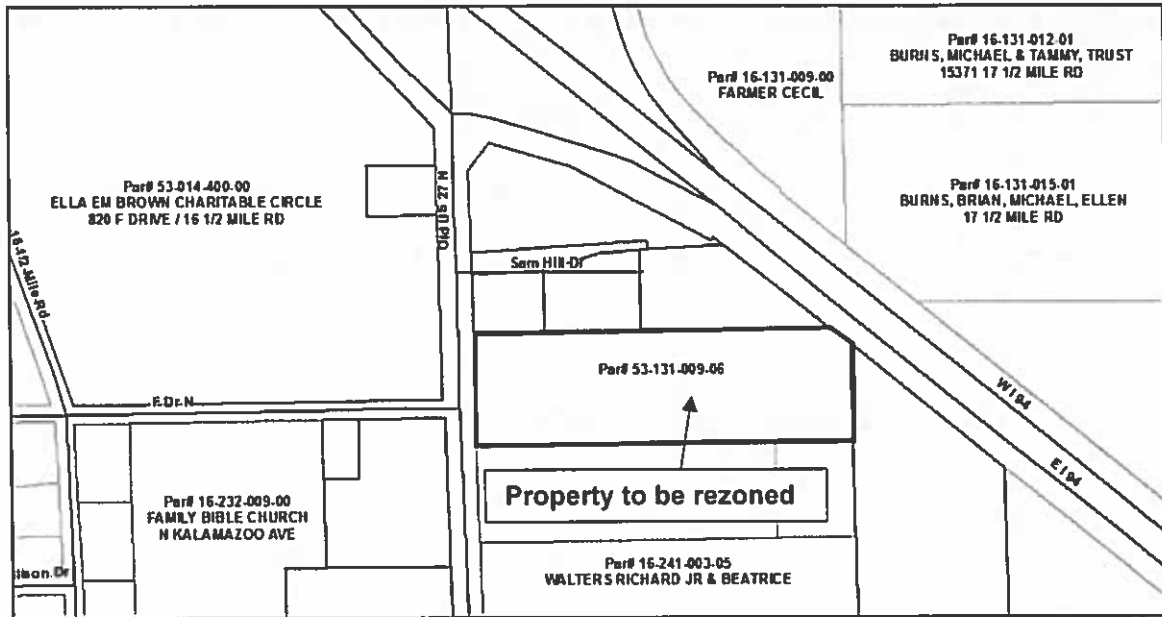
**Moved Williams, supported Schurig, to approve Zoning Amendment #JPC-RZ17.01 to rezone Parcel #53-131-009-06 as FS (Freeway Service). On a voice vote – MOTION CARRIED.**

**CITY OF MARSHALL  
ORDINANCE #2017-10**

**AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CHANGE THE ZONING OF ONE PARCEL OF REAL PROPERTY AT PARCEL #53-131-009-06 ALONG OLD US 27 N TO FREEWAY SERVICES (FS).**

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

**Section 1.** Pursuant to the authority granted in Section 7.1 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to designate the zoning district for the below described property as Freeway Services (FS).



Property Descriptions

**PARCEL #53-131-009-06**

MARSHALL CITY, SEC 13 & 24 T2S-R6 S256.02 OF SW 1/4 OF SW 1/4 SEC EXC I94 ROW N 126' OF W 1/2 OF NW 1/4 SEC 24

**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.

Adopted and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jack Reed, 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 December 4, 2017, 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.

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Trisha Nelson, CITY CLERK

### **OLD BUSINESS**

None.

### **REPORTS AND RECOMMENDATIONS**

#### **A. Electronic Material Acquisition for the FiberNet Project:**

**Moved** Schurig, supported McNeil, to approve awarding the electronic material contract to the low bidder, Metro Wireless International, Inc. of Detroit, for the acquisition of the FiberNet project electronic material in the amount of \$552,318.00. On a roll call vote – ayes: McNeil, Metzger, Mayor Reed, Schurig, Williams, and Caron; nays: none. **MOTION CARRIED**

#### **B. MDOT Contract for S. Marshall Avenue Bridge:**

**Moved** Metzger, supported Williams, to approve the resolution authorizing the City Clerk to sign MDOT Contract No. 17-5492 for Job Number: 126749A – S. Marshall Avenue Bridge Reconstruction and associated estimated city project share costs. On a roll call vote – ayes: Metzger, Mayor Reed, Schurig, Williams, Caron, and McNeil; nays: none. **MOTION CARRIED**

### **CITY OF MARSHALL, MICHIGAN RESOLUTION #2017-18**

**WHEREAS**, the City Council of the City of Marshall has reviewed attached Contract #17-5492 for Control Section: MCS 13025, Job Number: 126749A with the Michigan Department of Transportation (MDOT) for the removal and replacement of the structure #1417, which carries Marshall Avenue over the Kalamazoo River, Section 25, T02S, R06W, City of Marshall, Calhoun County, Michigan; and

**WHEREAS**, the City Council agrees to utilize the combination of state Local Bridge Funds (95%) and the City's MVH Major & Trunkline Funds (5%) to fund the "participating" improvements as stated within contract #17-5492, additionally the city will be responsible for 100% of all "non-participating" costs and 5% of force account

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work; and

**WHEREAS**, the estimated total expense of the project is \$2,121,040; and

**WHEREAS**, the City participation in the project is estimated at \$121,740; and

**WHEREAS**, the City Council understands and agrees to the contract and its attached conditions, certifications and documentation.

**NOW THEREFORE BE IT RESOLVED** that based upon a motion made by Metzger, and supported by Williams, to authorize Trisha Nelson, Clerk to sign MDOT Contract #17-5492 for Control Section: MCS 13025, Job Number: 126749A.

**Voting For:** Caron, McNeil, Metzger, Mayor Reed, Schurig, and Williams.

**Voting Against:** None.

**Absent:** Costa.

**CERTIFICATION OF CITY CLERK**

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Marshall at a regular meeting held on the 4th day of December, 2017.

\_\_\_\_\_  
Trisha Nelson, City Clerk

\_\_\_\_\_  
Date

**C. Construction Oversight and Testing Services:**

**Moved** McNeil, supported Caron, to approve DLZ Michigan Inc. of Lansing to complete the necessary Construction Field Management/Inspections and associated testing for the S. Marshall Avenue Bridge project at a cost, per their proposal, not to exceed \$140,878. On a roll call vote – ayes: Schurig, Williams, Caron, McNeil, Metzger, and Mayor Reed; nays: none. **MOTION CARRIED**

**D. MDOT Contract for N. Kalamazoo Avenue and Brewer Street:**

**Moved** McNeil, supported Williams, to approve the resolution authorizing the City Clerk to sign MDOT Contract No. 17-5519 for resurfacing work on N. Kalamazoo Avenue and Brewer Street. On a roll call vote – ayes: Williams, Caron, McNeil, Metzger, Mayor Reed, and Schurig; nays: none. **MOTION CARRIED.**

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**CITY OF MARSHALL, MICHIGAN  
RESOLUTION # 2017-19**

**WHEREAS**, the City Council of the City of Marshall has reviewed attached Contract #17-5519 for Control Section: EDF 13000, Job Number: 200543A with the Michigan Department of Transportation (MDOT) resurfacing work on N. Kalamazoo/Brewer St. from 200 ft. south of Mansion St. to approximately 200 ft. north of North Dr.; including concrete sidewalk grade upgrades, crosswalk improvement, pavement markings and all together necessary related work, City of Marshall, Calhoun County, Michigan; and

**WHEREAS**, the City Council agrees to utilize the combination of state Transportation Economic Development Funds (80%) and the City's MVH Major & Trunkline Funds (20%) to fund the "participating" improvements as stated within contract #17-5519; and

**WHEREAS**, the estimated total expense of the project is \$430,000; and

**WHEREAS**, the City participation in the project is estimated at \$86,000; and

**WHEREAS**, the City Council understands and agrees to the contract and its attached conditions, certifications and documentation.

**NOW THEREFORE BE IT RESOLVED** that based upon a motion made by McNeil, and supported by Williams, to authorize Trisha Nelson, Clerk to sign MDOT Contract #17-5519 for Control Section: EDF 13000, Job Number: 200543A.

**Voting For:** Caron, McNeil, Metzger, Mayor Reed, Schurig, and Williams.

**Voting Against:** None.

**Absent:** Costa.

**CERTIFICATION OF CITY CLERK/TREASURER**

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Marshall at a regular meeting held on the 4th day of December, 2017.

\_\_\_\_\_  
Trisha Nelson, City Clerk

\_\_\_\_\_  
Date

**E. 2017 Road Report:**

**Moved** Caron, supported Williams, to accept the 2017 Road Report as presented.  
On a voice vote – **MOTION CARRIED.**

**APPOINTMENTS/ELECTIONS**

**A. Board of Review Appointments:**

**Moved Williams**, support Caron, to approve the reappointment of Kevin Bartlett, Desmond Kirkland, and Kathy Miller to the Board of Review with terms expiring January 1, 2020. On a voice vote – **MOTION CARRIED.**

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

Vic Potter of 1105 Fennimore spoke regarding an upcoming County meeting and expressed appreciation for the staff's hard work.

**COUNCIL AND MANAGER COMMUNICATIONS**

**ADJOURNMENT**

The meeting was adjourned at 9:02 p.m.

\_\_\_\_\_  
Jack Reed, Mayor

\_\_\_\_\_  
Trisha Nelson, City Clerk



APPROVAL LIST FOR CITY OF MARSHALL  
 EXP CHECK RUN DATES 12/16/2017 - 01/05/2018  
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
AA-17-808	AIM ASPHALT, INC	MADISON ST PATCH REPAIRS		500.00
9949399274	AIRGAS USA LLC	CYLINDER RENTAL		108.15
2669	ALL RELIABLE SERVICES	2017/18 ELECTRIC LINE CLEARANCE TREE TRI 2018.008		2,484.96
2681	ALL RELIABLE SERVICES	2017/18 ELECTRIC LINE CLEARANCE TREE TRI 2018.008		3,002.66
2694	ALL RELIABLE SERVICES	2017/18 ELECTRIC LINE CLEARANCE TREE TRI 2018.008		3,926.96
10854865	ALTEC INDUSTRIES INC	HYDRAULIC VALVE & PALM BUTTON		257.12
171110262	AMBS CALL CENTER	CALL CENTER COVERAGE FY18	2018.039	175.63
616393	ANGEL TRAX	KEY SETS		29.24
299049	APEX SOFTWARE	SKETCHING SOFTWARE MAINTENANCE RENEWAL		470.00
1043780894	ASCE MEMBERSHIP	KRISTIN BAUER - MEMBERSHIP RENEWAL 2018		273.00
388-107672.01	AUSTIN-BATTERIES PLUS	1000W HPS LAMP		299.97
388-215639	AUSTIN-BATTERIES PLUS	BATTERIES		15.60
388-107664-02	AUSTIN-BATTERIES PLUS	150W HPS LAMP		173.94
388-107664-01	AUSTIN-BATTERIES PLUS	150W HPS LAMP		173.94
225-421547	AUTO VALUE MARSHALL	OIL AND FILTER		22.94
225-422219	AUTO VALUE MARSHALL	PRIMARY WIRE		23.96
225-421884	AUTO VALUE MARSHALL	STARTER, CONNECTOR W LEAD		172.78
225-422705	AUTO VALUE MARSHALL	OIL		93.36
225-422450	AUTO VALUE MARSHALL	RAZOR BLADES, ADHES REMOVER, YEL SRPD		47.30
225-422143	AUTO VALUE MARSHALL	HI-POWER II BELT		46.98
225-422689	AUTO VALUE MARSHALL	OIL FILTER & OIL		63.89
225-421899	AUTO VALUE MARSHALL	BATTERY, CORE CREDIT		265.98
225-421578	AUTO VALUE MARSHALL	HSD BITS		6.38
225-422364	AUTO VALUE MARSHALL	TRIM RESTORE		9.49
225-422423	AUTO VALUE MARSHALL	OIL & FILTERS		81.35
225-421687	AUTO VALUE MARSHALL	OIL FILTER		5.71
225-420486	AUTO VALUE MARSHALL	DIFFERENTIAL COVER & COVER GASKET		37.98
225-420466	AUTO VALUE MARSHALL	PLUG		18.95
225-420437	AUTO VALUE MARSHALL	ELEC FLASHER		18.58
225-420409	AUTO VALUE MARSHALL	BELT		229.71
225-420389	AUTO VALUE MARSHALL	12V 850 CCA		153.99
225-420169	AUTO VALUE MARSHALL	ELEKTROCUT CLOTH, BK CLN		93.07
225-420009	AUTO VALUE MARSHALL	ADJ TARP STRAPS		34.17
225-419936	AUTO VALUE MARSHALL	PREMIUM ROTOR, CERAMIC PADS		343.57
225-419410	AUTO VALUE MARSHALL	MINI LAMPS		13.90
225-420165	AUTO VALUE MARSHALL	HP SYNTH GS		61.90
225-416467	AUTO VALUE MARSHALL	BXT65850		291.98
270992-IN	BEAVER RESEARCH CO	BLUE MAGIC CLEANER		75.30
92996	BOSHEARS FORD SALES IN	2009 FORD E450		122.90
93003	BOSHEARS FORD SALES IN	2015 FORD E450		32.68
82692789	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES		270.43
96819	BRUTSCHE CONCRETE PROD	TRANSFORMER PAD		150.94
422254052	BURNDY LLC	REPAIR OF BURNDY TOOL PATMDLI / SERIAL # 2018.186		275.00
112217	CALHOUN COUNTY CLERK-E	DOMINION VOTING SYSTEMS RESULTS TRANSMIS		937.00
2018	CALHOUN COUNTY MUNICI	MEMBERSHIP DUES 2018 - TRISHA NELSON		25.00
17086	CARL COMMUNICATIONS	RUN 124' OF WIRE FROM COUNCIL CHAMBERS T		224.42
111573	CARON CHEVROLET	BELT KIT		204.87
113017	CARRIS, STEVE	PAINT HALLWAYS, LAUNDRY ROOM		825.00
3594	CB HALL ELECTRIC COMPA	CHANGE HEATER IN CHLORINE ROOM		195.00
9977	COURTNEY & ASSOCIATES	MONTHLY RETAINER		250.00
INVDEC17	COURTNEY & ASSOCIATES	ELECTRIC COST OF SERVICE AND RATE DESIGN 2018.046		7,310.00
95426	CRT, INC	CLOUD STORAGE MONTHLY BILLING		960.40
95412	CRT, INC	FIBERNET CUST SERV COMPUTER	2018.203	1,259.00
942661	CRYSTAL FLASH MARSHALL	PROPANE		21.56
144481	D & D MAINTENANCE SUPP	JANITORIAL SUPPLIES		15.55
144342	D & D MAINTENANCE SUPP	JANITORIAL SUPPLIES		56.30
144441	D & D MAINTENANCE SUPP	STAINLESS STEEL POLISH		13.60
518237	DARLING ACE HARDWARE	RATCHET TIE DOWN, WASHERS		31.38
518215	DARLING ACE HARDWARE	STAPLES		3.99
518096	DARLING ACE HARDWARE	SANDPAPER		11.13
517671	DARLING ACE HARDWARE	BATTERIES		3.99
518142	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		0.12
518135	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		0.66
518020	DARLING ACE HARDWARE	PAINT, KEY		18.98
137679	DLZ	ENGINEERING SERVICES FOR S MARSHALL ST B 2016.180		1,499.69
6464513	ERADICO PEST SERVICES,	COMMERCIAL PEST SERVICE		65.00
S102431712.001	ETNA SUPPLY	WATEROUS HYDRANT PARTS	2018.204	2,557.00
S102443627.001	ETNA SUPPLY	2" COMPRESSION COUP & SADDLE		355.00
S102447101.001	ETNA SUPPLY	2 BALL CORP		580.00
S102445302.001	ETNA SUPPLY	O-RING SEALS		37.98
7325470	GABRIDGE & COMPANY, PL	FY2017 GENERAL AUDIT, FEDERAL SINGLE AUD 2018.174		16,250.00
17-11313	GARAGE DOORS UNLIMITED	STORM SHIELD, RUBBERIZED THRESHHOLDS		1,296.00
9301127084-A	GRAYBAR ELECTRIC	GB UOTE#0228590067 SPLICE ENCLOSURES, A 2018.133		21,010.99
9927	GUTTERS R US LLC	MARSHALL HOUSE FALL CLEANUP		760.00
80172	HERMANS MARSHALL HARDW	BATTERIES		13.99
80440	HERMANS MARSHALL HARDW	MEAN GREEN		25.58
80193	HERMANS MARSHALL HARDW	KITS		14.98
80389	HERMANS MARSHALL HARDW	FLOOD BULBS, SPRAY PAINT		21.77
83448	HERMANS MARSHALL HARDW	HOSE, NOZZLE		31.78

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
83450	HERMANS MARSHALL	HARDW.ROCK PICK, SLYDE, FLAT SHOVEL		93.97
83366	HERMANS MARSHALL	HARDW.CLIPS		3.89
80400	HERMANS MARSHALL	HARDW.PIN, SNAPS, ROPE		9.86
80434	HERMANS MARSHALL	HARDW.CAUTION TAPE		10.99
80093	HERMANS MARSHALL	HARDW.POTTING MIX		7.99
80196	HERMANS MARSHALL	HARDW.GORILLA TAPE, SHARPIES, DUCT TAPE, 3M TA		53.03
80435	HERMANS MARSHALL	HARDW.COUPPING, SLAMPS, SILICONE		8.66
83257	HERMANS MARSHALL	HARDW.CANNED AIR		18.98
83446	HERMANS MARSHALL	HARDW.LADDERS		129.98
11141	HOEKSTRA ROOFING	COMPAPSB SERVICE CALL		838.10
749952	HUB INTERNATIONAL	MIDW3 OF 4 QTRLY INSTALLMENTS		6,213.00
742921	HUB INTERNATIONAL	MIDW POLICY #S1805444, 3 OF 4 QTRLY INSTALLME		50,638.00
45168-IN	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM		395.00
3023445818	IDEXX DISTRIBUTION	COR COLISURE 200T IRRADIATED		1,049.78
1901899012007	INTERSTATE ALL BATTERY	BATTERIES		521.80
24166	IRRIGATOR, INC.	WINTERIZATION OF IRRIGATION SYSTEM		90.00
4434	J AND K PLUMBING SUPPL	SUPPLIES		13.66
4435	J AND K PLUMBING SUPPL	VACUUM BREAKER		5.44
4489	J AND K PLUMBING SUPPL	SUPPLIES		12.15
4449	J AND K PLUMBING SUPPL	SUPPLIES		15.74
4372	J AND K PLUMBING SUPPL	CONNECTER FOR HANDSHOWER		25.04
PC001298015:01	JACKSON TRUCK SERVICE	LED FLASHER, STL L BRKT		185.92
SV001034215:01	JACKSON TRUCK SERVICE	TRUCK 308 REPAIR TO HYDRAULIC CONTROLS	2018.207	3,864.59
PC001299332:01	JACKSON TRUCK SERVICE	AIR BRAKE ANTI-FREEZE		38.16
127	JOHN D BRUNDAGE & JOHN	SERVICES FROM 07/01/17 THROUGH 09/30/17		7,411.00
89228	JWC ENVIRONMENTAL	REPLACEMENT MUFFIN MONSTER CUTTERS	2018.172	9,543.00
89227	JWC ENVIRONMENTAL	REPLACEMENT MUFFIN MONSTER CUTTERS	2018.172	11,252.09
112817	K-MART	OCTOBER & NOVEMBER PURCHASES		75.18
303018	KNIGHT WATCH, INC	FIRE ALARM MONITORING		224.85
32514	LAKELAND ASPHALT CORPO	BITUMINOUS AGGREGATES		104.00
32524	LAKELAND ASPHALT CORPO	BITUMINOUS AGGREGATES		225.16
113226	LARRY'S FLOOR COVERING	#105 KITCHEN VINYL & INSTALLATION		643.95
1046270	LEGG LUMBER	DUPLEX, 2X10X8 #1 SYP		81.78
1046171	LEGG LUMBER	LATTICE, 3" EXT SCR STAR DR		16.27
13408, 13414	LEWEY'S SHOE REPAIR	C UPRIGHT & E MILLER - BOOT ALLOWANCES		290.00
17.11.01-DARIDE	LINE1 COMMUNICATIONS	ITEXTBOX CLOUD TEXTING SERVICE		529.20
33161	MARCOUX, ALLEN, BOWER	GENERAL SERVICES		4,860.00
131531101500-2017	MARENGO TOWNSHIP	P/N 13-15-311-015-00 PROPERTY TAXES		1,249.90
200315	MARSHALL LANES	BOWLING, PIZZA & POP		289.90
131627201200-W17	MARSHALL TOWNSHIP	P/N 13-16-272-012-00 PROPERTY TAXES		95.33
8140	MARSHALL WELDING & FAB	#318 F450 FORD - INSTALL SKIN ON FLOOR O		1,250.00
4	MCNALLY ELEVATOR COMP	MARSHALL HOUSE APARTMENTS 2016 ELEVATOR	2017.276	12,528.00
32757	MICHIGAN AIR SOLUTIONS	MAINTENANCE & SERVICE INSPECTIONS		549.90
2018	MICHIGAN ASSESSORS ASS	MEMBERSHIP - JULIE CAIN-DEROUIN		90.00
2296	MICHIGAN CHAPTER OF NA	MEMBERSHIP RENEWAL		45.00
270820	MICHIGAN INDUSTRIAL GA	CYLINDER RENTAL		55.75
120117	MICHIGAN MUNICIPAL EXE	TOM TARKIEWICZ - MEMBERSHIP RENEWAL		130.00
167373	MICHIGAN POLICE EQUIP	M9MM WEAPON PURCHASE RPLCMNTS, LESS CM	542018.124	4,189.00
2115021176	MICHIGAN.COM	FIBERNET TECHNICIAN		920.20
1379845	MILLER CANFIELD PADD	OCIGENERAL EMPLOYMENT MATTERS		2,530.00
20180177	MISS DIG SYSTEM INC	MISS DIG MEMBERSHIP 2018		1,259.33
77004078	MSC INDUSTRIAL SUPPLY	BEST		36.14
398452	NORTH CENTRAL LABORATO	LAB SUPPLIES	2018.015	1,056.90
398415	NORTH CENTRAL LABORATO	LAB SUPPLIES	2018.015	298.81
398238	NORTH CENTRAL LABORATO	RPLC DOOR KNOB FOR MILLIPORE DRY BATH	2018.015	24.26
604292	NYE UNIFORM COMPANY	CARGO PANTS		89.50
632095	NYE UNIFORM COMPANY	DICKIES		232.50
632093	NYE UNIFORM COMPANY	SAMPLE SWEATERS		467.44
83765	O'LEARY WATER CONDITIO	ICOLER RENTAL, WATER DELIVERED		24.50
958654	OFFICE 360	JANITORIAL SUPPLIES		54.99
56205019	POWER LINE SUPPLY	STEEL ANGLE BRACKET		275.64
56205020	POWER LINE SUPPLY	INSULINK		34.82
56205018	POWER LINE SUPPLY	MISS DIG FLAGS		82.00
56207210	POWER LINE SUPPLY	MATERIALS FOR NORTH KALAMAZOO UNDERGROUN	2018.209	1,675.88
56208142	POWER LINE SUPPLY	U STRAP		720.00
F73426	POWERPLAN	OIL FILTERS, AIR FILTERS, SEAL		312.57
102324	PRINTING SYSTEMS, INC.	W2, 1099, W3 & 1096 FORMS		335.88
288392	PRINTLINK	REMITTANCE ENVELOPES		1,395.00
300197	SOLOMON CORPORATION	300 KVA PADMOUNT TRANSFORMER- FOR FABRI-	2018.169	8,425.00
300195	SOLOMON CORPORATION	POLE MOUNT SINGLE PHASE, DUAL VOLTAGE; L	2018.144	25,370.00
39412	SOLOMON CORPORATION	CREDIT FOR SCRAP TRANSFORMERS		(1,377.50)
21063-1217	SPARTAN STORES	NOVEMBER CHARGES		208.39
37070-C	SPECTRA ASSOCIATES, IN	MINUTE BOOK, LINE BINDER		202.50
1281798	STANTEC CONSULTING MIC	FIXED ASSET INVENTORY - WWTP AND LIFT ST	2017.264	3,066.00
MAR6668	TIRE CITY TIRE PROS	TIRES		646.09
MAR6556	TIRE CITY TIRE PROS	TIRES		1,360.74
MAR6704	TIRE CITY TIRE PROS	TIRES		734.09
MAR6691	TIRE CITY TIRE PROS	TIRE		141.05
12-12-2017	TRANSPORTATION LEASING	REFUND OVERPAYMENT		100.00

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
12282	U.S. LAWNS OF KALAMAZO	LAWN MOWING		120.00
161 0006477	UNIFIRST CORPORATION	PUBLIC SERVICES		148.24
161 0006476	UNIFIRST CORPORATION	DPW		58.33
161 0006478	UNIFIRST CORPORATION	POWER HOUSE		63.73
161 0006479	UNIFIRST CORPORATION	WATER DEPT		34.80
161 0006480	UNIFIRST CORPORATION	MARSHALL HOUSE		50.64
161 0006475	UNIFIRST CORPORATION	WASTE WATER		32.57
161 0007013	UNIFIRST CORPORATION	WATER DEPT		34.80
161 0007011	UNIFIRST CORPORATION	PUBLIC SERVICES		156.64
161 0007010	UNIFIRST CORPORATION	DPW		58.33
161 0007009	UNIFIRST CORPORATION	WASTE WATER		32.57
161 0007014	UNIFIRST CORPORATION	MARSHALL HOUSE		50.64
161 0007012	UNIFIRST CORPORATION	POWER HOUSE		54.53
5324822	UPRIGHT, CINDY	2NS SAND		300.00
24393	WEST SHORE SERVICES	CITYWIDE EMERGENCY SIREN TESTING	2018.201	2,025.00
13934621-1117	WOW! BUSINESS	ACCT #13934621		36.84
GRAND TOTAL:				245,777.42

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
112217	ACKER, ANN	ENERGY OPTIMIZATION - LED BULBS		10.00
4780	BATTLE CREEK HARLEY-D	2008 HARLEY DAVIDSON FLHP MOTORCYCLE VI	2018.205	10,000.00
12/01/2017	DEPPE, JOSEPH	UB refund for account: 1401990013		125.08
112717	DEVENEY, JAMES R	INSPECTION COMMISSION		211.25
471	GILLETTE, MATT	SOFTBALL FEE REFUND		24.00
112917	GRAY, ANDREW	SOFTBALL FORFEIT FEE		48.00
112217	GREAT ESCAPE, INC.	ENERGY OPTIMIZATION - THERMOSTATS		60.00
112717	GROSS, JOHN	INSPECTION COMMISSIONS		408.75
11/30/2017	HOEHNE, CODY	UB refund for account: 1100000025		47.76
11/30/2017	JANKOWIAK, NICOLE	UB refund for account: 3205020032		47.12
112817	LAKE MICHIGAN MAILERS	POSTAGE - ACCT # M323		500.00
110117	MACK, JEFF	MEAL		10.00
3661-1117	MARSHALL COMMUNITY CU	3661 - SLABY		675.16
51213068	MCMASTER-CARR	PADLOCKS		233.44
110117	MEYER, STEVE	MEAL		10.00
472	MILLER, DEONA	SOFTBALL FEE REFUND		48.00
11/30/2017	MORRISON, JANICE & JE	UB refund for account: 3104600003		35.10
112717	NICHOLS, JEFFREY S	INSPECTION COMMISSIONS		658.00
474	PERRY, TODD	SOFTBALL FEE REFUND		48.00
11/30/17	RUSSELL, MARGIE	ENERGY OPTIMIZATION - REFRIGERATOR		25.00
110117	SUNDBERG, KIP	MEAL		10.00
112217	TARTAGLIA, SANDRA	ENERGY OPTIMIZATION - THERMOSTAT		20.00
473	VANDYBOGURT, KEVIN	SOFTBALL FEE REFUND		48.00
112717	WAIDELICH, THOMAS	ENERGY OPTIMIZATION - ENERGY STAR TV		20.00
113017	WOODWORTH, WILLIAM	ENERGY OPTIMIZATION - LIGHTING & APPLIA		268.72
GRAND TOTAL:				13,591.38

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
145970911-1117	A T & T	ACCT #145970911		75.76
12/07/2017	AHMED, SAMI	UB refund for account: 3004580017		80.89
120417	BRUNER, ROBERTA	RENT & DEPOSIT REFUND		628.00
17-799	CALHOUN COUNTY TREASU	2017 AUCTION CHARGEBACKS, 2014-2016 TAX		2,244.27
113017	CALHOUN COUNTY TREASU	TRAILER FEE - NOVEMBER 2017		80.00
2017 DRAIN	CALHOUN COUNTY TREASU	2017 DRAIN CITY AT-LARGE - BRACE, HYDE,		338.77
2552310704-1217	CHEMICAL BANK SOUTH	HSA ACCT #2552310704 - SLUSARSKI, JESSI		300.00
2551027275-1217	CHEMICAL BANK SOUTH	HSA ACCT #2551027275 - LANKERD, JOSH		170.00
601010816141	CONSUMERS ENERGY	1030 1852 1130		1,979.66
601010820141	CONSUMERS ENERGY	1000 0916 3435		49.00
3156812	DAIKIN APPLIED	HVAC SERVICE AGREEMENT- NATIONAL IPA- C	2018.202	1,842.00
12012017	DEMBEK, PAUL	ENERGY OPTIMIZATION - NEW FURNACE AT 80		125.00
120117	HAWKER, NORMAN	ENERGY OPTIMIZATION - FURNACE & THERMOS		145.00
3262948	IIX INSURANCE INFORMA	MOTOR VEHICLE REPORTS		36.20
120417	MAEDA	EMPLOYEE SERVICE AWARD		400.00
120717	MICHIGAN BUILDING & R	MSC-2015-5883-HO MEDC CONSTRUCTION FOR	2018.197	34,600.00
12/07/2017	NUTRITION SOURCE	UB refund for account: 802840003		89.10
120517	POTTER, MARILYN	REIMBURSEMENT OF LOST FOOD ITEMS DUE TO		17.74
249-005758650	REPUBLIC SERVICES #24	ACCT #3-0249-1022021		1,110.54
12/07/2017	SMITH, TRAVIS	UB refund for account: 2000080040		177.26
12/07/2017	TEMPLETON, CLAUDEA	UB refund for account: 3005140024		78.24
12/07/2017	WALDON PONDS	UTILITY REFUND FOR ACCOUNT: 3003030029		56.25
10058364-1117	WOW! BUSINESS	ACCT #010058364		32.97
12/07/2017	WRZESINSKI, JENNIFER	UB refund for account: 2000420036		85.65
993720	XEROX FINANCIAL SERVI	LEASE PAYMENT - CONTRACT #010-0069580-0		1,349.04
GRAND TOTAL:				46,091.34



**ADMINISTRATIVE REPORT**  
**December 18, 2017 – City Council Meeting**

**REPORT TO:** Honorable Mayor and Council Members  
**FROM:** Tom Tarkiewicz, City Manager  
**SUBJECT:** Marshall Excelsior Company, 1506 George Brown Drive.  
Industrial Facilities Tax Exemption

**BACKGROUND:** The City of Marshall has received a request from Marshall Excelsior Company, for an Industrial Facilities Tax Exemption Certificate. The requested abatement is to consider a \$1,192,752.46 investment in a building addition and equipment. The application and agreement are attached.

**RECOMMENDATION:** After hearing comment at the public hearing, it is recommended that the Council approve the Industrial Facilities Tax Exemption Certificate Application for Marshall Excelsior Company.

**FISCAL EFFECTS:** If the IFT is granted, the LDFA will forego an estimated \$20,948.68 in taxes each year over the next 7 years. The company will receive an estimated \$9,541.28 in tax savings each year over the next 7 years. This assumes that personal property will remain taxable.

**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,

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 #2017-**

Minutes of a regular meeting of the City Council of the City of Marshall held on Monday, December 18, 2017, in the Council Chambers of Town Hall, located at 323 West Michigan Avenue, Marshall, Michigan.

Present:

Absent:

The following preamble and resolution were offered by Council Member \_\_\_\_\_ and supported by Council Member \_\_\_\_\_.

**RESOLUTION TO APPROVE APPLICATION OF  
MARSHALL EXCELSIOR COMPANY  
1506 GEORGE BROWN DRIVE  
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR  
REAL AND PERSONAL PROPERTY - NEW MACHINERY AND EQUIPMENT**

**WHEREAS**, pursuant to P.A. 198 of 1974, MCL 211.551 et seq., after a duly noticed public hearing held on August 3, 1992, the Council by Resolution established Industrial Development District No. D-23 and a public hearing held on February 3, 1997, the Council by Resolution established Industrial Development District No. D-26 as requested; and

**WHEREAS**, Marshall Excelsior Company has filed an application for an Industrial Facilities Exemption Certificate with respect to real and personal property improvements and the acquisition and installation of new machinery and equipment within Industrial Development D-23 and D-26; and

**WHEREAS**, in accordance with Act 334, P.A. 1993 amending Act 198, P.A. 1974, a written agreement shall be executed between the applicant and the City of Marshall allowing, under specific circumstances, the reduction and/or revocation of the certificate and recapture of the taxes abated; and

**WHEREAS**, before acting on said application, the City of Marshall held a hearing on December 18, 2017 in the Council Chambers of Town Hall, located at 323 West Michigan Avenue, Marshall, Michigan, at 7:00 p.m. at which hearing the applicant, public, Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

**WHEREAS**, the acquisition and installation of the new equipment, had been completed less than earlier than six (6) months before November 22, 2017, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

**WHEREAS**, the acquisition of the new equipment and machinery is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Marshall; and

**WHEREAS**, the granting of said certificate shall not have the effect of substantially impeding the operation of the City of Marshall, or impairing the financial soundness of a taxing unit which levies ad-valorem property taxes in the City of Marshall; and

**WHEREAS**, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Marshall, after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the local unit, plus the SEV of personal and real property thus exempted; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Marshall that:

1. The City Council find and determine that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Marshall, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Marshall.
2. The application of Marshall Excelsior, 1506 George Brown Drive, for an Industrial Facilities Exemption Certificate, with respect to real property improvements and personal property improvements described as new machinery and equipment to be acquired and installed within the Industrial Development District No. D-23 and D-26 is hereby approved.
3. The Industrial Facilities Exemption Certificate, when issued, shall be and remain in force and effect for a period of (7) seven years under the rules and regulations of Act 198 of Public Acts of 1974, as amended, for the new machinery and equipment from the date of approval by the State Tax Commission.

AYES:

NAYS:

---

Trisha Nelson, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, Michigan, at a regular meeting held on December 18, 2017.

---

Trisha Nelson, City Clerk



## Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Linda Nelson</i>	Date Received by Local Unit <i>11/22/2017</i>
STC Use Only	
Application Number	Date Received by STC

### APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) <b>Marshall Excelsior Company</b>		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <b>3491</b>	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <b>1506 George Brown Drive</b>		1d. City/Township/Village (Indicate which) <b>Marshall</b>	1e. County <b>Calhoun</b>
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located <b>Marshall</b>	3b. School Code <b>13110</b>
		4. Amount of years requested for exemption (1-12 Years) <b>7</b>	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Office Expansion/MEC 1506 George Brown Drive. Project Start Date: 10/02/2015 Finish Date: 07/15/2017

Note: List of Vendors, Description, and Cost are attached.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ <u>1,027,212.61</u> Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ <u>165,539.65</u> Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ <u>1,192,752.26</u> Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	<u>10/02/2015</u>	<u>09/01/2017</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	<u>07/01/2016</u>	<u>02/15/2017</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.  Yes  No

9. No. of existing jobs at this facility that will be retained as a result of this project. <b>200</b>	10. No. of new jobs at this facility expected to create within 2 years of completion. <b>15</b>
---	--

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

12a. Check the type of District the facility is located in:

Industrial Development District       Plant Rehabilitation District


12b. Date district was established by local government unit (contact local unit)  
**IDD D-23 - 08/03/1992 and IDD D-26 - 02/03/1997**

12c. Is this application for a speculative building (Sec. 3(8))?  
 Yes  No

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>Scott Fleming</b>	13b. Telephone Number <b>724-765-8124</b>	13c. Fax Number <b>269-558-0307</b>	13d. E-mail Address <b>sffleming@marshallaeda.o</b>
14a. Name of Contact Person <b>James Zuck</b>	14b. Telephone Number <b>269-789-6700</b>	14c. Fax Number <b>269-781-8340</b>	14d. E-mail Address <b>jzuck@marshallexcelsior.c</b>
▶ 15a. Name of Company Officer (No Authorized Agents) <b>Franco Domingo - vice President</b>			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number <b>269-781-8340</b>	15d. Date <b>12/04/2017</b>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <b>1506 George Brown Drive - Marshall, Michigan 49068</b>		15f. Telephone Number <b>269-789-6700</b>	15g. E-mail Address <b>fdomingo@marshallexcels</b>

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for ____ Yrs Real (1-12), ____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury  
State Tax Commission  
PO Box 30471  
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

MEC Project Number:	100815J201
Project Description:	Office Expansion / MEC 1506 George Brown Drive
Project Start Date:	10/2/2015
Project Finish Date:	7/15/2017

Vendor	Description	Cost	Released	Complete
Jason Farmer	Construction drawings / Plan Designs	\$3,900.00	10/2/2015	X
Jason Farmer (Dave Shannon)	Structural Engineering / Footing Designs	\$250.00	10/2/2015	X
MJE Consulting	Engineering plans / Electrical / Plumbing / HVAC	\$4,700.00	10/2/2015	X
Scotty's Construction (WOW)	WOW Fiber Relocation	\$4,314.80	10/30/2015	X
Consumers Energy	Natural gas main relocation	\$1,678.01	10/26/2015	X
AJ Veneklasen	Project management fee / General	\$30,000.00	10/15/2015	X
Jason Farmer	Construction drawings / Plan Revisions / Sealed Permit Plans - City	\$2,305.00	11/9/2015	X
AJ Veneklasen	Sanitary Main Relocation (Re-Route for foundation clearance on East footings)	\$1,800.00	11/11/2015	X
Consumers Energy	Natural Gas Meter / Regulator Change	\$823.17	12/18/2015	X
Jason Farmer	Architectural Consulting	\$750.00	3/4/2016	X
DH Roberts	Excavation / Foundation / Concrete / Masonry / Structural steel / External Structural	\$582,790.00	9/21/2015	X
DH Roberts	Replacement glass store front door on Southern visitor entrance / Installed cost	\$1,800.00	11/5/2015	X
AJ Veneklasen	Interior finish construction / HVAC / Electrical / Plumbing	\$338,325.00	10/30/2015	X
AJ Veneklasen	Contract Change Order #2 - Additional options added per addendum # 4	\$14,514.08	2/22/2016	X
AJ Veneklasen	Contract Change Order #3 - Epoxy finish existing FF hallway, training room, bathrooms	\$6,731.20	3/1/2016	X
AJ Veneklasen	Contract Change Order #6 - VCT Replacement / existing first floor tile corridor	\$2,590.56	3/1/2016	X
AJ Veneklasen	Contract Change Order #10 - Fire Dampers / Exhaust fan	\$1,988.00	3/31/2016	X
AJ Veneklasen	Contract Change Order #11 - Reduction in fire rating / drywall deduct credit	-\$1,880.00	3/31/2016	X
AJ Veneklasen	Contract Change Order #13 - VCT & Paint, existing customer vestibule	\$3,548.16	3/31/2016	X
AJ Veneklasen	Contract Change Order #14 - Add Oak trim to steel door casings / new office area	\$3,628.80	3/31/2016	X
West Michigan Office Interiors	Office Furniture / Workstations	\$161,191.61	5/19/2016	X
Quality Communications	Terminal connections	\$532.03	5/26/2016	X
Budget Blinds	Interior Window Treatments / Blinds	\$6,700.00	6/6/2016	X
META	Breakroom Furniture	\$4,348.04	4/5/2017	X
Battle Greek Landscape (BCLS)	Finished landscape / Office Expansion	\$15,424.00	6/23/2017	X

Current project total: **\$1,192,752.46**

## IFTEC LETTER OF AGREEMENT

DATE: NOVEMBER 10, 2017  
COMPANY NAME: Marshall Excelsior Company  
FACILITY ADDRESS: 1506 George Brown Drive  
Marshall, MI 49068

City Council  
City of Marshall  
323 W. Michigan Avenue  
Marshall, MI 49068

RE: **Industrial Facilities Tax Exemption Certificate** between:  
  
Marshall Excelsior Company and the City of Marshall

Dear Members of Council:

Marshall Excelsior Company (the "Company") has submitted the attached Application (the "Application") to you requesting approval of an Industrial Facilities Tax Exemption Certificate ("IFTEC"), pursuant to Michigan Public Act 198 of 1974, as amended, for the property located at 1506 George Brown Drive, Marshall, (the "Facility") (Legal Description of the property where the Facility is located is attached).

To encourage approval of the IFTEC and in recognition of the investments the City of Marshall (the "City") will make toward the economic growth of the Company, which will benefit the City, the Company agrees as follows:

1. **General.** (Check applicable lines consistent with the Application)
  - a. The Company will make the improvements set forth in the Application within two (0) years of the effective date of the IFTEC (the "Effective Date").
  - b. The Company will purchase and/or lease and install the private property as set forth in the Application within current Effective Date.
  - c. The Company will create 15 new full-time jobs at the Facility within two (2) years of the Effective Date, and/or the Company will retain 200 existing jobs at the Facility within two (2) years of the Effective Date.
  - d. The Company will comply with the requirements imposed by the City as part of the site review prior to issuance of a Certificate of Occupancy.

2. **Compliance with Laws.** The Company agrees that it will operate the Facility in accordance with all applicable Federal, State, and local laws or regulations, including but not limited to zoning, outside storage, industrial waste disposal, air and water quality, utility, noise control, and other environmental regulations.
3. **Continued Operation of the Facility.** The Company further agrees to continue to operate the Facility within the City for the period of ~~17~~ years from the effective date of the IFTEC in order to retain the benefits of the IFTEC.
4. **Premature Vacation of the Facility.** If the Company vacates, or intends to vacate, the Facility prior to the end of the term of the IFTEC, the Company shall be responsible for the following:
  - a. If the Company intends to vacate the Facility for which the IFTEC has been approved and issued prior to the end of the term of this agreement, the Company agrees to notify the City Assessor in writing of such intent and the reasons for vacating not less than 60 days prior to vacating the facility.
  - b. The Company agrees to make reasonable provisions satisfactory to the City and in compliance with all applicable laws, codes and ordinances to maximize the likelihood of re-occupancy or re-use of the unoccupied building for productive use within a reasonable time period after the Facility is vacated.
  - c. The Company shall, if requested by the City, deposit an amount equal to the amounts anticipated to be due from the Company under this agreement as a result of the Company vacating the Facility prior to the term for which the IFTEC was approved, including but not limited to any reasonable cleanup or maintenance costs, administrative fees, court costs, and attorney fees incurred.
  - d. The Company shall pay any outstanding taxes and shall repay to all affected municipalities an amount equal to the total tax amount abated by the IFTEC (unless recovery of a lesser amount is requested by the City or other taxing authority) within 30 days of the date of an invoice for such taxes.
  - e. If the Company fails to pay the amount of the invoice for abated taxes within 30 days of the date of the City invoice, the Company shall be responsible for any additional costs incurred by the City in recovery of such taxes, including, but not limited to administrative fees, court costs, and attorney fees incurred.
5. **Notice of Completion and Final Cost Report.** The Company will submit to the City, not later than 90 days after the completion date for each property component for which an IFTEC was granted a Notice of Completion and Final Cost Report in a form requested by the City which includes the actual completion date and final cost of each project component for which an IFTEC was originally granted, and an explanation if the final cost of either the real or personal property listed on the Application was greater than the original estimated amount by more than 10%.

6. **Employment Status Report.** In accordance with the initial letter of intention to apply for an IFTEC, the Company will submit to the City, not later than January 10th of the second year after the effective date and every two years thereafter while the IFTEC is in effect, an Employment Status Report in a form requested by the City, which includes the number of actual full-time jobs created and/or retained as a direct result of the project for which the certificate was granted, and an explanation if the jobs actually created was less than the original estimated amount.
7. **Review and Audit: Payment of Costs.** The Company understands that the City may review and audit the information provided by the Company to determine compliance with this agreement and that in the event the audit raises a material non-compliance with the provisions of this agreement, that any costs for such services will be paid by the Company in accordance with a fee schedule approved by the City Council, which may be adjusted from time to time based upon increases in costs to the City. Except as provided in this paragraph, each party shall bear its own costs for a review or audit.
8. **Remedies for Default for Failure to Satisfy Representations Made in Application.** The Company recognizes and agrees that the amount of abated taxes to be paid shall constitute a lien under Michigan Law, and that the City retains all rights to enforce the lien. The Company understands that the City may pass a resolution requesting that the State Tax Commission reduce the term of the IFTEC or revoke the IFTEC to the extent that the construction or expansion of the Facility has not been completed, expenditures made, or employment reached as represented by the Company in the application, by sending a copy of this Agreement along with a copy of the City Council resolution authorizing such action to the State Tax Commission. In addition, the Company acknowledges that the City may take into account any deficiency in job creation, or real or personal property investment made under this application in a subsequent application for an IFTEC filed by the Company.
9. **Consequences of Unsuccessful Real or Personal Property Tax Appeal.** The Company acknowledges that if during the term of this Agreement, the Company appeals any real or personal property assessment to the Michigan Tax Tribunal or other court of competent jurisdiction upon which it does not prevail, that the Company shall pay to the City all reasonable costs, expenses, and attorney fees incurred by the City in defending such appeals within thirty (30) days of the date of receipt of an invoice from the City. The Company also acknowledges that the City may consider such appeals in deciding the term of any subsequent certificates granted to the Company.
10. **Unforeseen Events.** By execution of this agreement, it is understood that the Company's investment in the Facility and the City's investment in the granting of the IFTEC are to encourage economic growth within the City. The City acknowledges that in some instances, economic conditions may prevent the Company from complying fully with this agreement and the terms of the Application. The City will give the Company an opportunity to explain the reasons for any variations from the representations contained in the application and will evaluate the Company's situation prior to taking any action authorized by paragraph 4 and 8 of this agreement.

11. **Entire Agreement.** Together with the complete application, this is the entire agreement of the parties relating to the matters covered by this Agreement, and no prior or subsequent promises, representations or assurances, whether in any other form, shall be used to modify, vary or contradict any provision of this Agreement, except for any written amendment to this Agreement or separate agreement signed following the date of this Agreement by authorized representatives of all parties to this Agreement. In the event of conflict between the documents, the terms in this Letter of Agreement shall prevail.
  
12. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions thereof, which shall remain in full force and effect to govern the parties' relationship.
  
13. **Reimbursement of Attorney Fees for Modification of Standard Agreement.** The Company agrees to reimburse the City within 30 days of the date of a receipt of an invoice from the City for all attorney fees incurred by the City in the negotiation or preparation of changes to the standard IFTEC Letter of Agreement.

**ACCEPTED BY: THE COMPANY**

NAME: Jim Zuck

TITLE: Director of Strategic, Regulatory & Technical Affairs / MRQ

SIGNATURE: \_\_\_\_\_



11/10/2017

STATE OF MICHIGAN  
COUNTY OF CALHOUN

The forgoing acceptance was acknowledged this 10<sup>th</sup> day of November 2017  
by James Zuck, Director on behalf of Marshall Excelsior  
(Name) (Title) (Company Name)

Jennifer Modert  
Notary Public, Calhoun County, MI

My Commission expires: January 22, 2020

JENNIFER MODERT  
Notary Public, State of Michigan  
County of Calhoun  
My Commission Expires Jan. 22, 2020  
Acting in the County of Calhoun

**ACCEPTED BY: THE CITY OF MARSHALL, A  
MICHIGAN MUNICIPAL  
CORPORATION**

NAME: Jack Reed

TITLE: Mayor

SIGNATURE: 

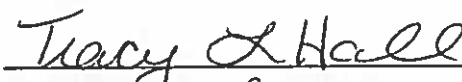
NAME: Trisha Nelson

TITLE: City Clerk

SIGNATURE: 

STATE OF MICHIGAN  
COUNTY OF CALHOUN

The forgoing acceptance was acknowledged this 1<sup>st</sup> day of December 2017  
by Jack Reed and Trisha Nelson, Mayor and City Clerk, respectively, on behalf of  
the City of Marshall, a Michigan municipal corporation.

  
Notary Public, Calhoun County, MI  
My Commission expires: 10-19-2018

When recorded, return to:  
City Clerk  
City of Marshall  
323 W. Michigan Ave.  
Marshall, MI 49068

Drafted by:  
City of Marshall  
323 W. Michigan Ave.  
Marshall, MI 49068

TRACY L. HALL  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF CALHOUN  
My Commission Expires 10/19/2018  
Acting in the County of Calhoun





**ADMINISTRATIVE REPORT**  
**December 18, 2017 - CITY COUNCIL MEETING**

**TO:** Honorable Mayor and City Council

**FROM:** Tom Tarkiewicz, City Manager

**SUBJECT:** WOW! Video Service – Local Franchise Agreement

**BACKGROUND:** WOW! provides video services to the residents of Marshall. WOW! has a Franchise Agreement which expires on December 24, 2017. PA 480 of 2006 Uniform Video Service Act now dictates the procedure to set the amount of franchise fees (maximum 5% of gross sales) for a governmental entity. In 2014 AT&T and in 2016 Comcast entered into a similar agreement with a franchise fee of 5% of gross sales. WOW! currently pays a 3% franchise fee.

**RECOMMENDATION:** It is recommended that the City Council approves the Uniform Video Service Local Franchise Agreement with WOW! with a 5% franchise fee and authorize the Clerk to sign the agreement.

**FISCAL EFFECTS:** The City of Marshall will receive 60% more in revenue from WOW! or approximately \$30,000 annually.

**ALTERNATIVES:** As suggested by City Council.

**CITY GOAL CLASSIFICATION:** GOAL AREA IV: INFRASTRUCTURE  
Preserve, rehabilitate, maintain and expand city infrastructure and assets.

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

p 269.781.5183

f 269.781.3835

cityofmarshall.com



380 Wright Industrial Parkway  
Pottersville, Michigan 48876

December 4, 2017

Tom Tarkiewicz  
City of Marshall  
323 W. Michigan Avenue  
Marshall, MI 49068-1578

Dear Tom Tarkiewicz,

The Cable Communications System Franchise Agreement between City of Marshall and Millennium Digital Media, dated December 24 is about to expire. WOW! purchased MDM's Michigan system on January 13, 2012. Please find enclosed two copies of Michigan's *Uniform Video Service Local Franchise Agreement* for City of Marshall. Both copies are signed by Bryant Murray, WOW's Operations Manager. The first two pages are the instruction sheets from the Michigan Public Service Commission's website.

I have listed the section of the Agreement that require the Board's action and affixed a "sign here" tab at each section.

Section VI. Fees, A., ii asks the Township to enter a franchise fee from 0% to 5%. The Township's current franchise fee is 3%. This amount is the percentage of customer's bill (residing in the Township) that is added to the customer's bill each month in the form of a franchise fee. WOW! collects these fees on behalf of the Township and will begin sending these checks to the Township quarterly.

Section VIII. PEG Fees (Public, Education & Governmental access fees), 1, 2 and 3, is not applicable. You can either leave them blank or enter zeros (0).

Page 9 of the Agreement and page 2 of Attachment 1 are signature pages. On page 9, *Date submitted* is the date you received the Agreement from WOW! and *Date completed* and *approved* is the date of the Board's action.

Also enclosed is an updated area cable system map including City of Marshall as indicated on page one of Attachment 1. Please keep one copy of the Franchise agreements as the Township's original. Then send one of the completed Agreements to my attention in the enclosed envelope as soon as it's complete. Please let me know if I can be of assistance. My direct phone in Pottersville is 517-319-3150.

Regards,

Bryant Murray  
[bryant.murray@wowinc.com](mailto:bryant.murray@wowinc.com)  
[Phone \(517\) 319-3150](tel:5173193150)

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

### **The forms shall meet the following requirements:**

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- 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**.
  1. 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]"

2. 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.
  3. 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.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
  - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
  - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
  - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
  - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this 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."
  - A 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 this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
  - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
  - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission  
 Attn: Video Franchising  
 P.O. Box 30221  
 Lansing, MI 48909

Fax: (517) 241-2400

Questions should be directed to the Service Quality Division, Michigan Public Service Commission at (517) 241-6100.

## 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 Millennium Digital Media Systems, LLC, a State of Delaware corporation doing business as WOW! Internet Cable Phone.

### 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 terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms 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, barter, 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)(l) 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:

City of Marshall

323 W. Michigan Avenue

Marshall, MI 49068-1578

Attn: Tom Tarkiewicz

Fax No.: 269-781-3835

WideOpenWest Mid Michigan LLC

380 Wright Industrial Parkway

Pottersville, MI 48876

Attn: Bryant Murray

Fax No.: 517-543-8057

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

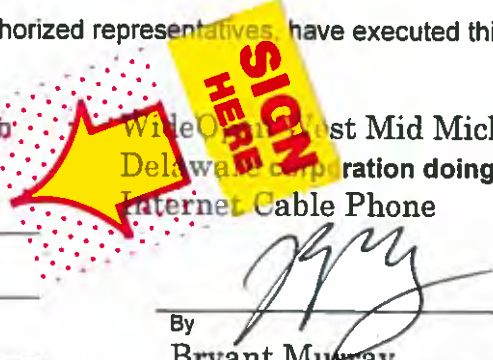
**XVI. Miscellaneous**

- 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 on 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

Wide Open West Mid Michigan LLC, a Delaware corporation doing business as WOW! Internet Cable Phone



By  
Tom Tarkiewicz  
Print Name  
City Manager  
Title  
323 W. Michigan Avenue  
Address  
Marshall, MI 49068-1578  
City, State, Zip  
269-781-5183  
Phone  
369-781-3835  
Fax  
ttarkiewicz@cityofmarshall.com  
Email

By  
Bryant Murray  
Print Name  
Operations Manager  
Title  
380 Wright Industrial Parkway  
Address  
Pottersville, MI 48876  
City, State, Zip  
517-319-3150  
Phone  
517-543-8057  
Fax  
bryant.murray@wowinc.com  
Email

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: November 30, 2017		
Applicant's Name: WideOpenWest Mid Michigan, LLC d/b/a WOW! Internet Cable Phone		
Address 1: 380 Wright Industrial Parkway		
Address 2: PO Box 360		Phone: 517-319-3150
City: Potteville	State: MI	Zip: 48876
Federal I.D. No. (FEIN): 04-3561701		

**Company executive officers:**

Name(s): Steve Cochran	Kathy Cuo	Cash Hagen	Rich Fish	Rob DiNardo
Title(s): President & CEO	COO	CTO	CFO	SVP - Area Operations

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

Name: Bryant Murray		
Title: Operations Manager		
Address: 380 Wright Industrial Parkway		
Phone: 517-319-3150	Fax: 517-543-8057	Email: bryant.murray@wowinc.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.)**

Refer to the set of City of Marshall area system prints provide in this package.

[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: November 30, 2017

For All Applications:

**Verification  
(Provider)**

I, Bryant 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): Bryant Murray, Operations Manager  
Signature:  Date: 11-30-17

(Franchising Entity)

City of Marshall, a Michigan municipal corporation



By  
Tom Tarkiewicz  
Print Name  
City Manager  
Title  
323 W. Michigan Avenue  
Address  
Marshall, MI 49068-1578  
City, State, Zip  
269-781-5183  
Phone  
269-781-3835  
Fax  
ttarkiewicz@cityofmarshall.com  
Email



**ADMINISTRATIVE REPORT**  
**December 18, 2017 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Kristin Bauer, Director of Public Services  
Tom Tarkiewicz, City Manager

**SUBJECT:** Dedication of Pratt Avenue Right of Way

**BACKGROUND:** It has been determined that the street known commonly as Pratt Ave. and constructed with the L. Alta Brooks Industrial Park No. 3 & 4, in 2005, was not officially dedicated and recorded as a city street with the Calhoun County Registrar of Deeds. Easements for any city maintained utilities outside of the road right-of-way (ROW) will be established as land is sold. Please see the attached resolution for a description of the ROW and street centerline.

**RECOMMENDATION:** It is recommended that the City Council approve the dedication of Pratt Avenue right of way and accept this street into the City of Marshall Street system by adopting the attached resolution.

**FISCAL EFFECTS:** None

**CITY GOAL CLASSIFICATION: GOAL AREA 4. INFRASTRUCTURE**

**Goal Statement:** Preserve, rehabilitate, maintain and expand city infrastructure and assets.

**ALTERNATIVES:** As suggested by the Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kristin Bauer".

Kristin Bauer  
Director of Public Services

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz".

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 # XXXXXX**

**WHEREAS**, the City of Marshall constructed L. Alta Brooks Industrial Park No. 3 & 4 in 2005 within Section 1, T03S, R06W, City of Marshall, Calhoun County, Michigan; and

**WHEREAS**, it appears that the Pratt Avenue right-of-way (ROW) associated with this project was never dedicated as a street within the City of Marshall Street System and recorded with the Calhoun County Registrar of Deeds; and

**WHEREAS**, the City of Marshall did on December 18, 2017 dedicate Pratt Avenue; and

**WHEREAS**, it is necessary to furnish certain information to the State of Michigan to place this street within the City of Marshall Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended; and

**WHEREAS**, the City Council dedicates the Pratt Avenue right-of-way described as:

*A road right-of-way located in the Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of Section 1, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan being described as: Commencing at the Northwest Corner of Section 1, T3S,R6W; thence S00°01'52"E, 192256 feet along the West line of said Section 1 to the South line of L. Alta Brooks Industrial Park No. 2 as recorded in Liber 18 of Plats, page 11, Calhoun County Records; thence N84°34'00"E, 1307.88 feet along said South line to the point of beginning of the following described right-of-way; thence continuing N84°34'00"E, 60.27 feet along said South line; thence S00°00'00"E, 397.49 feet; thence Southeasterly, 424.29 feet along the arc of a curve to the left, said curve having a radius of 270.00 feet, a delta angle of 90°02'12", and a chord bearing S45°01'06"E, 381.96 feet; thence N90°00'00"E, 746.36 feet; thence Southeasterly, 515.06 feet along the arc of a curve to the right, said curve having a radius of 328.33 feet, a delta angle of 89°52'55", and a chord bearing S45°03'33"E, 463.85 feet; thence S00°07'05"E, 619.55 feet; thence Southwesterly, 206.94 feet along the arc of a curve to the right, said curve having a radius of 330.00 feet, a delta angle of 35°55'48", and a chord bearing S17°50'49"W, 203.57 feet; thence S35°48'43"W, 135.28 feet; thence Southwesterly, 55.57 feet along the arc of a curve to the left, said curve having a radius of 57.00 feet, a delta angle of 55°51'18", and a chord bearing S07°53'04"W, 53.39 feet; thence Northwesterly, 498.95 feet along the arc of a curve to the right, said curve having a radius of 98.00 feet, a delta angle of 291°42'35", and a chord bearing N54°11'17"W, 110.01 feet; thence Northeasterly, 55.57 feet along the arc of a curve to the left, said curve having a radius of 57.00 feet, a delta angle of 55°51'18", and a chord bearing N63°44'22"E, 53.39 feet; thence N35°48'43"E, 135.28 feet; thence 169.32 feet along the arc of a curve to the left, said curve having a radius of 270.00 feet, a delta angle of 35°55'48", and a chord bearing N17°50'49"E, 166.56 feet; thence N00°07'05"W, 619.55 feet; thence Northwesterly, 420.94 feet, along the arc of a curve to the left, said curve having a radius of 268.33 feet, a delta angle of 89°52'55", a chord bearing N45°03'33"W, 379.08 feet; thence N90°00'00"W, 746.35 feet; thence Northwesterly, 518.55 feet along the arc of a curve to the right, said curve having a radius of 330.00 feet, a delta angle of 90°01'59", and a chord bearing N45°01'00"W, 466.83 feet; thence N00°00'00"E,*

391.79 feet to the point of beginning; said right-of-way being subject to any easements or restrictions of use or record.

**NOW THEREFORE BE IT RESOLVED:**

1. That the centerline of said street is described as:

*A road centerline located in the Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of Section 1, Town 3 South, Range 6 West, City of Marshall, Calhoun County, Michigan being described as: Commencing at the Northwest Corner of Section 1, T3S, R6W; thence S00°01'52"E, 1922.56 feet along the West line of said Section 1 to the South line of L. Alta Brooks Industrial Park No. 2 as recorded in Liber 18 of Plats, page 11, Calhoun County Records; thence N84°34'00"E, 1338.02 feet along said South line to the point of beginning of the following described centerline; thence S00°00'00"E, 394.64 feet; thence Southeasterly, 471.42 feet along the arc of a curve to the left, said curve having a radius of 300.00 feet, a delta angle of 90°02'05", and a chord bearing S45°01'03"E, 424.39 feet; thence N90°00'00"E, 746.36 feet; thence Southeasterly, 468.00 feet along the arc of a curve to the right, said curve having a radius of 298.33 feet, a delta angle of 89°52'55", and a chord bearing S45°03'33"E, 421.47 feet; thence S00°07'05"E, 619.55 feet; thence Southwesterly, 188.13 feet along the arc of a curve to the right, said curve having a radius of 300.00 feet, a delta angle of 35°55'48", and a chord bearing S17°50'49"W, 185.06 feet; thence S35°48'43"W, 361.56 feet to the point of ending.*

2. That said street is located within a City right-of-way and is under the control of the City of Marshall.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City of Marshall Street System and was open to the public on July 31, 2005.

**Voting For:**

**Voting Against:**

**Absent:**

**CERTIFICATION OF CITY CLERK/TREASURER**

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Marshall at a regular meeting held on the 18th day of December, 2017.

\_\_\_\_\_  
Trisha Nelson, City Clerk

\_\_\_\_\_  
Date



**ADMINISTRATIVE REPORT**  
**December 18, 2017 City Council Meeting**

**TO:** Honorable Mayor and City Council  
**FROM:** Tom Tarkiewicz, City Manager  
**SUBJECT:** MMMFLA Fee Resolution

**BACKGROUND:** On June 5<sup>th</sup>, the Council adopted the Michigan Medical Marihuana Facilities Licensing Act ordinance. On August 21<sup>st</sup>, the Council amended the ordinance to allow a spacing of 2,640 feet between growing/processing facilities. The ordinance allows two secure transport and two safety compliance facilities. The ordinance does not allow provisioning centers.

The State began receiving medical marihuana facility license applications on December 15<sup>th</sup>. The ordinance and the State allows the City to charge a fee up to \$5,000 to process applications and inspect facilities. Since this is a new industry, the fee per facility is estimated, the exact application processing time taken is unknown. Staff will review these fees annually. The recommended fees are:

	<u>Initial Application</u>	<u>Renewal Application</u>
Secure Transporter Facility	\$3,000	\$2,000
Safety Compliance Facility	\$5,000	\$4,000
Grower Facility	\$4,000	\$3,000
Processor Facility	\$5,000	\$4,000

**RECOMMENDATION:** It is recommended that the City Council approve the Medical Marihuana Facilities fee resolution.

**FISCAL EFFECT:** With the current proposed facilities, the City should receive \$33,000 the first year and then \$25,000 annually.

**CITY GOAL CLASSIFICATION: GOAL AREA I. ECONOMIC DEVELOPMENT -**  
Sustain and intensify the economic vitality of the Marshall area.  
**Objective(s):** \*Variety of employment opportunities \*Creative redevelopment of vacant commercial and industrial properties.

**ALTERNATIVES:** As suggested by Council.

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

Respectfully submitted,

Tom Tarkiewicz  
City Manager

**CITY OF MARSHALL, MICHIGAN  
RESOLUTION #2017-**

**MEDICAL MARIHUANA FACILITIES FEE RESOLUTION**

**WHEREAS**, the Michigan Medical Marihuana Licensing Act Ordinance provides that a municipality may establish an annual, nonrefundable fee of not more than \$5,000 to defray the administrative and enforcement costs associated with the operation of a Medical Marihuana facility in the municipality;

**THEREFORE, BE IT RESOLVED**, that the City Council of the City of Marshall hereby adopts the following fee schedule for licensed Medical Marihuana Facilities to become effective immediately:

	<u><b>New Application</b></u>	<u><b>Renewal Application</b></u>
Grower Facility	\$4,000	\$3,000
Processor Facility	\$5,000	\$4,000
Safety Compliance Facility	\$5,000	\$4,000
Secure Transporter Facility	\$3,000	\$2,000

Adopted and signed this \_\_\_\_\_ day of December, 2017.

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 approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on December 18, 2017, 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**  
**December 18, 2017 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and Council Members

**FROM:** Ed Rice, Director of Electric Utilities  
Tom Tarkiewicz, City Manager

**SUBJECT:** Mandated Green Pricing Program (VGPP) Rates

**BACKGROUND:** The State of Michigan enacted, through Act No. 342, legislation in December, 2016 which, in part, requires all electric utilities in the state to "offer to its customers the opportunity to participate in a voluntary green pricing program" with an implementation date of no later than December 31, 2017. The City Council approved at its regular meeting held on June 6, 2017 an electric rate study by a consultant (Courtney and Associates) which included the development of a VGPP for the City. The VGPP was completed (attached) and accepted by staff on December 12, 2017.

All City Electric rate payers have approximately 25% renewable energy included in their existing rates via contracts with hydroelectric generation facilities located in Ohio, Wisconsin and Michigan. The new VGPP gives the rate payers the opportunity to volunteer for 50%, 75% and 100% renewable energy at incremental costs of \$0.01/kwh, \$0.02/kwh and \$0.03/kwh, resp. For a residential customer typically using 600kwh/month this would equate to an increased monthly bill from \$75.71 to \$81.71 for the 50% option; \$87.71 for the 75% option; and, \$93.71 for the 100% option.

**RECOMMENDATION:** It is recommended by staff that the City Council approves the new rate structure for the Voluntary Green Pricing Program with an implementation date of December 19, 2017.

**FISCAL EFFECTS:** Minimal additional revenues are expected from the program.

**ALTERNATIVES:** No suggested alternatives.

**CITY GOAL CLASSIFICATION:** GOAL AREA IV: INFRASTRUCTURE  
Preserve, rehabilitate, maintain and expand city infrastructure and assets.

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

Respectfully Submitted,

A handwritten signature in black ink that reads "Ed Rice".

Edward E. Rice, P.E.  
Electric Utilities Director

A handwritten signature in black ink that reads "Tom Tarkiewicz".

Tom Tarkiewicz  
City Manager

**Voluntary Green Pricing (VGP) Program**

**Availability:**

Open to any existing full requirements electric customer. This program is not available for street lighting or resale purposes.

**Nature of Service:**

The Voluntary Green Pricing (VGP) Program is being offered in compliance with Public Act 342 of 2016. The VGP Program allows any full requirements electric customer to select the percentage of their energy requirements they desire to receive from renewable energy sources. Pricing under the VGP Program reflects the difference between the City's average cost of renewable energy per kilowatt-hour and the City's average overall power supply costs per kilowatt-hour recovered through the City's electric rates. Charges under the VGP Program shall be in addition to the charges under the customer's applicable electric rate schedule. The VGP Energy Rates shall be periodically reviewed and adjusted, as needed.

**Minimum Term of Service:**

The customer must commit to receive service under the VGP Program for an initial minimum term of 12 months, and shall remain on the VGP Program until giving the City written notice of its desire to terminate its participation in the VGP Program.

**Rate:**

The applicable rates under the VGP Program shall be as follows:

<u>Percentage of Energy Supplied by Renewables</u>	<u>VGP Energy Rate</u>
100%	\$ 0.030
75%	0.020
50%	0.010

Customer shall designate the percentage of their energy requirements to be supplied by renewable energy sources and the corresponding VGP Energy Rate shall be added to the energy related charges under the customer's applicable electric rate schedule.

Rate subject to the Low-Income Assistance Factor.

**Delayed Payment Charge:**

Any bill which is not paid on or before the due date shown thereon shall have a delayed payment charge of 5% added to its net amount.

**Special Taxes:**

Bills shall be increased to offset any specific tax or excise imposed by any governmental authority upon the Electric Utility's generation or sale of Electrical energy.

**Rules and Regulations:**

Service governed by the Utilities Standard Rules and Regulations.



**ADMINISTRATIVE REPORT**  
**December 18, 2017 – CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and Council Members  
**FROM:** Ed Rice, Director of Electric Utilities  
Tom Tarkiewicz, City Manager  
**SUBJECT:** Purchase of Copper Underground Cable for the Marshall Ave Bridge Project

**BACKGROUND:** At its regular meeting of December 4, 2017 the City Council approved a resolution authorizing the City Clerk to sign "MDOT Contract 17-5492 for Job Number 126749A – S. Marshall Ave. Bridge Reconstruction and associated estimated city project share costs". In order to facilitate the bridge construction project, overhead electric conductors adjacent to the bridge must be removed. These conductors provide electric service to the Brooks Industrial Park and customers on the south side of the city. Two (2) electric circuits will be permanently converted to underground by directional boring conduits under the river at the bridge location and installing new copper underground cable in the conduits.

Five (5) vendors were invited to bid for the purchase of the cable with four (4) of the vendors submitting bids as tabulated below:

<u>Bidder</u>	<u>Total Price</u>	<u>Lead Time</u>
WESCO; Daleville, IN	\$107,167.50	6-8 Weeks
Powerline Supply; Reed City, MI	\$109,989.00	6-8 Weeks
Anixter; Mattoon, IL	\$111,177.00	6-8 Weeks
RESCO; Middleton, WI	\$136,224.00	8 Weeks

Note: Copper cable is a commodity and the final price will be determined by the cost of copper on the day that the cable ships.

**RECOMMENDATION:** Staff recommends that Council approves the purchase of underground cable from WESCO in the amount of \$107,167.50 and authorizes the City Clerk to sign the purchase contract based on final price accounting for commodity pricing variations.

**FISCAL EFFECTS:** MDOT will reimburse 95% of the amount of wire needed for the bridge project. The remaining amount if any, will be purchased by the Electric Fund, Capital Outlay account 582-900-970.00.

**CITY GOAL CLASSIFICATION: GOAL AREA IV: INFRASTRUCTURE**  
Preserve, rehabilitate, maintain and expand city infrastructure and assets.

**ALTERNATIVES:** As suggested by council.

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Respectfully Submitted,

Edward E. Rice  
Director of Electric Utilities

Tom Tarkiewicz  
City Manager