

**City of Davison
City Council Meeting
September 26, 2016
7:30 PM
City Council Chambers**

- I. Call to Order, Pledge of Allegiance, and Roll Call of Council**
- II. Approval of the Regular Agenda**
- III. Police Sergeant Swearing In (Matt Banks & Bill Skellenger)**
- IV. Brief Public Comments and Questions on Non Agenda Items**
- V. Brief Public Comments and Questions on Agenda Items**
- VI. Approval of Consent Agenda**
 - A. Planning Commission Minutes, September 13, 2016 (att.)
 - B. Library Board Minutes, September 14, 2016 (att.)
 - C. Davison High Schools Street Closing, Homecoming Parade, September 30, 2016 (att.)
 - D. Great Pumpkin Run, Davison Educational Fund, October 8, 2016 (att.)
 - E. Household Hazardous Waste, Electronics, & Appliance Day – October 22, 2016 (att.)
 - F. DDA Appointment/Reappointment:
 - i. Kristen Bullock (Reappointment) – Term Expires – September 1, 2020
 - ii. Michelle Gavin (Appointment) – Term Expires – September 1, 2020
 - G. Parking Lot Closure - Davison House of Cards Robotics Team Fundraiser – October 15, 2016
- VII. Approval of Minutes**
 - A. Council Meeting Minutes September 12, 2016 Meeting (att.)
- VIII. Communications to the Council**
- IX. City Manager Report**
- X. Council Committee Reports**
- XI. Unfinished Business**
 - A. Engineering Report (att.)
 - B. Open Issues Log (att.)
- XII. New Business**
 - A. Comcast Video Franchise Agreement (att.)
 - B. MML Board of Directors Election (att.)
- XIII. Announcements**
- XIV. Adjournment**

**Per City of Davison Council Rules and Procedures:
Each member of the public is limited to 3 minutes for public comment
unless granted more time by the Mayor.**

**CITY OF DAVISON
PLANNING COMMISSION
REGULAR MEETING MINUTES
SEPTEMBER 13, 2016**

PRESENT: Chairperson Craig Carlton, Gerald Kennedy, Alex Fabian
Tyler Caldwell, Carrie Baugher, Mary Stearns

ABSENT: Pat Stetson

STAFF PRESENT: Michael Hart, Barbara McCrea

OTHERS PRESENT: 1

1. CALL TO ORDER:

Chairperson Carlton called the meeting to order at 7:00 p.m.

2. APPROVAL OF AGENDA:

Motion made by Mr. Fabian, seconded by Ms. Stearns, to approve the September 13, 2016 agenda as presented. **Motion carried.**

3. APPROVAL OF MEETING MINUTES:

Motion made by Mr. Fabian, seconded by Mr. Kennedy, to approve the meeting minutes as presented from August 9, 2016. **Motion carried.**

4. PUBLIC COMMENTS & COMMUNICATIONS CONCERNING ITEMS ON THE AGENDA:

5. NEW BUSINESS:

A. FENCE INTERPRETATION AMENDMENT

Discussion was held with city planner Mr. Alan Bean from Spicer Engineering Group in regards to the interpretation and possibility of amending Fence Ordinance #1288.25. Upon further study over the next month, the Planning Commission will be finalizing the ordinance changes at the next meeting.

6. UNFINISHED BUSINESS:

7. COMMITTEE AND SPECIAL REPORTS:

8. OTHER BUSINESS:

Mr. Alan Bean from Spicer Engineering Group extended an invitation to the Commission for a planning workshop on sign regulations in Michigan (regarding the Reed v. Town of Gilbert decision).

9. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:

11. NEXT REGULAR SCHEDULED MEETING OCTOBER 11, 2016

12. ADJOURNMENT:

Motion made by Mr. Fabian, seconded by Mr. Carlton, to adjourn the meeting at 7:52 p.m.

Motion carried.

Craig Carlton, Chairperson

Barbara McCrea, Planning Commission
Coordinator

DAVISON AREA LIBRARY BOARD MINUTES OF MEETING

September 14, 2016

PRESENT:

Rusty Gould (Richfield Twp)	Present	Mildred Burgess (Rotating Member Richfield Township)	Present	Susan Vamos (Davison Schools)	Present
Rita Gould: Treasurer (Richfield Twp)	Present	Diane Beecher (Davison Twp)	Present	Alice Wallberg (City of Davison)	Present
Travis Howell Secretary (Davison Twp)	Present	Marge Reinhardt: President (City of Davison)	Present	Sue Misra: Librarian	Present
		David Conklin GDL Representative	Present		

Marge Reinhardt called the meeting to order at 4:00 pm.

GUESTS: None

TREASURER'S REPORT:

Board Fund					
July Balance		7,565.58			
Interest (3 months)		.22			
July		280.00			
Balance					\$7,845.80
Friends Fund					
July Balance		660.11			
July Book Sale		280.00			
Bills					
Alice Walberg (story hour snacks)			49.44		
Michigan Library Association			85.00		
Balance					\$805.67
Checkbook Balance					\$8,651.47

Motion to approve by Diane
Beecher & 2nd by Alice Walberg

LIBRARIAN'S REPORT: Head Librarian Sue Misra:

Community Relations:

Our Board meeting is on September 14th.

Library Operations:

Our door counter for June was 11257, July 12,260 was and August was 13037. We had 1914 self-checkout usage for June, 2523 for July and August we had 2039 items that were checked out. We had 1721 hours of PC logins in June, 1689 in July and 1823 in August. We had 589 WIFI logins for June, 302 for July and 323 in August.

The circulation statistics for June was 17,971, 18,605 for July and for August we had 18,944 items. The new patron added in June was 136, July was 125 and 117 in August.

Thanks to all of my dedicated volunteers who take time volunteering at the Davison Library.

We had the staff pick book display. I have been ordering new books on I-Page and other catalogs. We also have been receiving new materials from our Technical services department regularly.

Weeding has been ongoing and the weeded items are being given to the board towards the book sale. The shelves look neat and organized at this time.

We have completed the inventory of the entire collection.

We have been getting huge incoming and outgoing deliveries. We have been very busy on most days.

Thanks to the board for renewing my MLA membership dues.

I hired 2 new pages in July to replace the pages that left for college.

Our window display was done by Nicole. The Davison team comprising of my diligent pages and Library Assistants Nicole, Julie, Michael, Melissa and Kevin do an excellent job.

Physical Facilities:

The city was notified of the lights being out in the west side of the building and Brian replaced the circuit breaker. The blower motor in the furnace was replaced by the HVAC contractor on September 12th. Thanks to the city for addressing the issues in a prompt and timely manner.

We are truly grateful to Marge and the most supportive Library Board and friend's group for their continued support towards the Davison Library.

Marge has come in on several occasions to empty the cash box. Alice and Jim Wallberg have been coming regularly and sorting the donated books. The area in the back looks very neat.

Our wish list for the future would be to add a study room for patrons to have a quiet study area, new carpeting and painting.

The begonias in the front look so pretty. We get lot of compliments about the flowers in front of the library. Thanks to our board and especially Alice for planting the flowers.

The Friends of the Davison Library book sale was held on July 15th and July 16th. Rusty Gould and Diane Beecher worked hard during the sale. They were here for the setup on Thursday and teardown on Monday July 18th. Thanks to the Friends and volunteers who manned the book sale.

Rusty Gould also sharpened and repaired the paper cutter. It is functional at this time and we are happy that we did not have to replace the unit.

Jim and Alice Wallberg have brought cookies and juice boxes for story time.

Events:

Miss Susan is great with kids and adults with special needs. Our attendance for both the programs is excellent. Monday mornings were very busy at the Davison library and we love to see the interaction and participation.

The library Board has sponsored the Halloween and Christmas parties at the Davison library on October 29th and December 17th. Thanks to the board for sponsoring both the events.

Groups:

We have adults from the group home come for the library visit every Monday from 10 am to 11 am. We had 10 adults from the group home that visited the library regularly.

Programs:

We had a total of ten wonderful programs that were held at the Davison library this summer. We had 602 patrons kids and adults included that attended our programs. The Longway planetarium science programs were great and the kids absolutely loved it.

This year the adults also got to participate in the Summer Reading Challenge. The Summer Reading challenge started on June 11th and was completed on August 6th. We had 1266 kids and adults sign up for the summer reading program. This year we had record participation for the summer reading program. The halfway prizes, gift cards, raffles and final prize books were a hit this year. The Community Relations department did an excellent job ordering the materials for the reading challenge this year.

I attended the Davison Back to School blast on August 9th. It was a huge success. We saw kids with the GDL backpacks all over the football field. The GDL booth had a great attendance we had over 400 adults and kids come to our booth. Marisa, the page and I handed them the backpacks, and GDL swag items.

This month from September 1st through the 30th, the Genesee District library and the Flint public library are celebrating National Library card sign-up month with area businesses. You show your library card to receive deals.

GDL Report: reported by David Conklin

- Summer reading challenge was a great success (Davison had the 2nd best numbers)
- Current contract for building ends in 2017 (contacts good for 10 years)
- Fall Program: Call of the Wild
- Businesses across the county are giving discount when shown library card

Davison School District: Presented by Susan Vamos

- Has a student that is available to volunteer at library (needs 400 hours)
- Checking with Superintendent & Art teacher about students painting a mural at the library

OLD BUSINESS:

- Discussed Carpeting in the Library

NEW BUSINESS:

- Received a grant to help pay for new carpet (around \$14,000)
 - Thank you to City Manager Michael Hart & Clerk Andrea Schroeder
 - Planning an open house in Jan/Feb of 2017 to show new carpet & mural
- Planning on having a mural painted on main wall as you walk in Library
 - Would like to review design
- Rolling book sale is doing really well
- Would like to maybe start using colored dot stickers to label books for book sales
 - This would help with knowing price and organization of books
- Summer Reading Program was a success
- Oct. 29 will be community Halloween Party 2:00 - 4:00 pm
- Christmas cookies for staff schedule
- Dec. 17 will be community Christmas Part 2:00 - 4:00 pm

FRIENDS OF THE LIBRARY:

- Book sale
 - Next Book Sales: November 4,5 & 6, 2016 and
 - March 3,4 &6, 2017

NEXT MEETING:

- Wednesday, November 2, 2016 at 4:00pm

ADJOURNMENT:

Meeting adjourned at 4:50 pm

Motion made by Marg Reinhardt & 2nd by Rita Gould

SUBMITTED BY:

Travis Howell: Secretary



City of Davison

200 E. FLINT STREET, SUITE 2
DAVISON, MICHIGAN 48423-1246

TELEPHONE (810) 653-2191
FAX (810) 653-9621

STREET CLOSING APPLICATION

Name of Organization: Davison High School Chapter of NHS
 Address: 1250 N. Oak Rd City, State, Zip: Davison, MI 484
 Phone: 810-591-0616
 Contact Person(s): Tammy Heavner or Michelle Edwards
 Activity: Davison's Homecoming Parade

Date(s) of Activity: Friday, September 30, 2016

Time(s) of Activity: 4:45 - 6:00 pm (approximate)

Street(s) or Area to be Closed: Clark St to Main St, Main St to

E. Fourth Street. Parade Begins at 5 pm on Clark St at the high school. It will head west toward Main St and head north towards E. Fourth Street.

I agree that it will be the responsibility of the above organization to notify the City of Davison merchants and residents that will be affected by the closing, at least two weeks in advance, so that there will be sufficient time to be presented to City Council for final approval. If notification is not made, the area will not be closed.

Tammy Heavner
Name and Title NHS Advisor and teacher

9/13/16
Date:

Approved by the Davison City Council on _____

Mayor Tim Bishop

Davison Pumpkin Festival

Once you're finished with the race, don't forget to stop by downtown Davison to join in the activities at the annual Pumpkin Festival!

Race Course

Start on Clark between Thomson Elementary and Cardinal Stadium; west on Clark to Main, south (left) on Main to Juniper; stay on Juniper (past Balsam) to Locust; on Locust to Sequoia; from Sequoia, turn right on Cypress; left on Fitzner back to Juniper, stay on Juniper to Main, north on Main to Clark, turn east (right) on Clark back to Thomson Elementary, turn left in school parking lot right before the baseball field, enter stadium at ticket gate behind Thomson, into the stadium and onto track through the 50-yard-line tunnel, left on track and around track to finish line.

Prizes/Awards

Best Team Spirit/Best Dressed Person

Awards for 1st, 2nd and 3rd place finishers in all age groups beginning with 10 and over (10-14; 15-19, 20-24, etc.) and ending at 80 and over.

Overall and master's winners winners (male and female) win ceramic pumpkins designed by DHS art students.

Course Highlights

- Race uses computerized scoring for accurate times and results
- Runners/Walkers will finish the course by running through the 50-yard tunnel line at Cardinal Stadium and running/walking a lap around the track
- Shady and flat course
- 5K Course begins in front of Cardinal Stadium, turns west onto Clark Street and into neighboring subdivisions for a beautiful route
- Water stations and mile markers along course route



5K Run/Walk

Davison, Michigan

Saturday

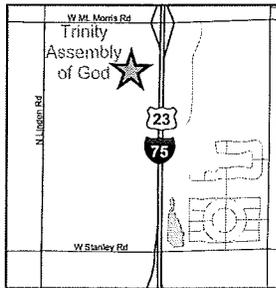
October 8, 2016

Race registration
at Cardinal Stadium



Household Hazardous Waste, Electronics, & Appliance Recycle Day

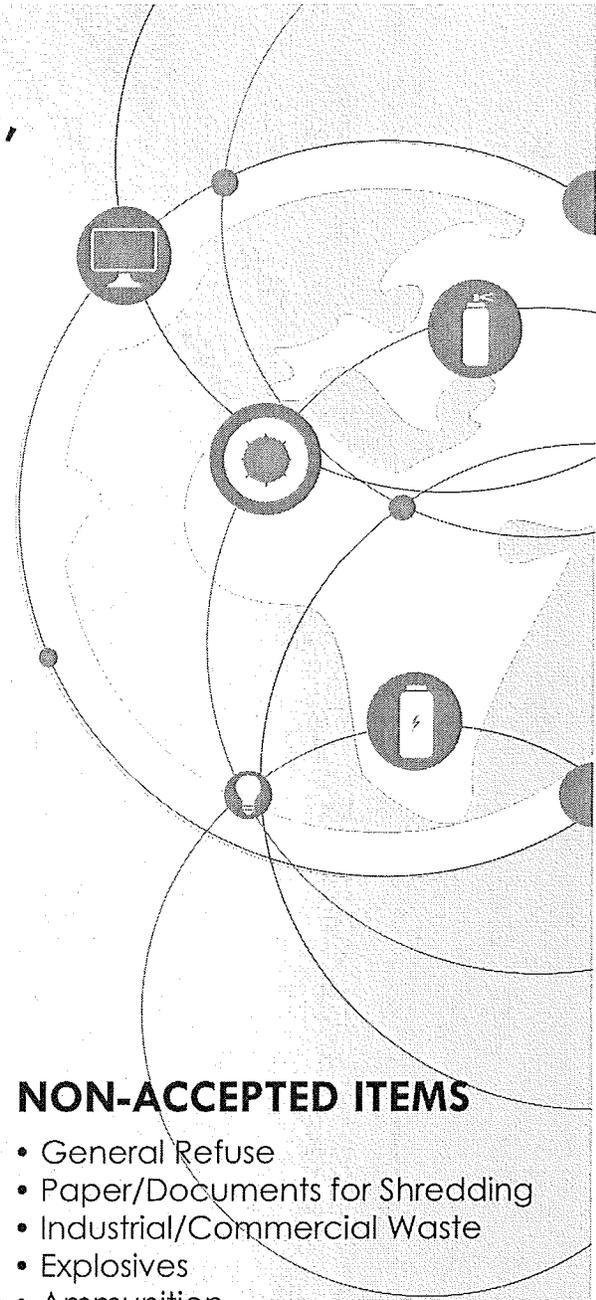
Saturday, October 22, 2016
10AM - 2PM



Trinity Assembly of God
4363 W. Mt. Morris Rd.
Mt. Morris, MI 48458



Flint East - Water Service Center
3310 East Court St.
Flint, MI 48506



✓ ACCEPTED ITEMS

- Oil Based Paint & Solvents
- Aerosols
- Corrosives (Acids/Bases)
- Pesticides/Herbicides
- Reactives/Oxidizers
- Automotive Fluids
- Mercury (Elemental)
- Fluorescent Bulbs
- Electronics - All Kinds
- Old Prescriptions
- Fire Extinguishers
- Smoke Detectors
- Tires - up to 7 (off rim)
- Appliances
- Air Conditioners
- Propane Cylinders (Up to 30 lbs/ea. acceptable)
- Batteries - Mixed Household & Auto
- Biomedical Sharps (In Rigid/Sealed Containers)

✗ NON-ACCEPTED ITEMS

- General Refuse
- Paper/Documents for Shredding
- Industrial/Commercial Waste
- Explosives
- Ammunition
- Fireworks
- Weapons
- Yard Waste
- 55 Gallon Drums of Waste
- Radioactive Materials
- Compressed Gas Cylinders (Propane Acceptable up to 30 lbs)



Recycle Hotline: (810) 762-7744 • www.gcmpc.org • Recycle@co.genesee.mi.us

**City of Davison
City Council Meeting
September 12, 2016
7:30 PM
City Council Chambers**

Present: Mayor Tim Bishop, Gary Peppin, Ron Emery, Jack Abernathy, Paul Hammond, Pat Stetson and Joan Snyder

Absent:

Staff: City Manager Michael Hart, Clerk Andrea Schroeder, Chief Donny Harris, DPW Supervisor Ed Brown, and Treasurer Julie Pray

Others: 6 general public

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Bishop called the meeting to order at 7:30 p.m.

MOTION 137-16 APPROVAL OF THE REGULAR AGENDA

Motion by Mr. Hammond, and seconded by Mr. Abernathy to approve the regular agenda as amended to add to Unfinished Business Letter C, second reading and approval of Ordinance 2016-02 Chapter 852, Pool Rooms, Game Rooms, and Bowling Alleys and move monthly Police Department Report under Brief Public Comments on Agenda Items. Motion carried.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

Comment made in regards to the great communication with community members.

Comments made in regards to Kroger.

PUBLIC COMMENTS ON AGENDA ITEMS

CHIEF HARRIS PRESENTED THE MONTHLY POLICE REPORT FOR AUGUST 2016

APPROVAL OF CONSENT AGENDA

- A. Policy Committee Minutes August 10, 2016
- B. DDA Minutes August 17, 2016

MOTION 138-16 APPROVAL OF CONSENT AGENDA

Motion by Ms. Snyder, and seconded by Mr. Abernathy to approve consent agenda as presented. Motion carried unanimously by roll call vote.

APPROVAL OF MINUTES

MOTION 139-16 APPROVAL OF AUGUST 22, 2016 MEETING MINUTES

Motion by Mr. Abernathy, and seconded by Mr. Stetson to approve the August 22, 2016 meeting minutes as presented. Motion carried.

MOTION 140-16 BILLS PRESENTED FOR PAYMENT

Motion by Mr. Emery, and seconded by Mr. Abernathy to approve the bills for payment for \$1,662,779.45. Motion carried.

COMMUNICATION TO THE COUNCIL

APPOINTED OFFICERS REPORT

Mr. Hart presented the Monthly Permits, Inspections and Zoning Violation Report for August 2016.

Mr. Brown presented the Monthly DPW Report for August 2016.

Mrs. Pray presented the Monthly Revenue and Expense Report for August 2016.

CITY MANAGER REPORT

Clerk Schroeder updated Council on the Library carpet grant approval of \$13,118.00. Mr. Hart announced that the MEDC has signed off on the Davison Hotel project and it is moving forward. He gave an Infrastructure Finance update. An explained that a lawsuit against the state has been initiated on behalf of local units of government and that he will keep the Council updated. Mr. Hart proudly announced that he is now a credentialed manager.

COUNCIL COMMITTEE REPORTS

Mr. Peppin: Small Cities met in Flushing and Mayor Kevin Keen was the speaker. He spoke on behalf of Consumers Energy and Light Skaping was the topic.

UNFINISHED BUSINESS

ENGINEERING REPORT

The Lapeer Street pump station has started and should be completed the end of October.

OPEN ISSUES LOG

MOTION 141-16 SECOND READING & ADOPTION OF ORDINANCE 2016-02: CHAPTER 852, POOL ROOMS, GAME ROOMS, AND BOWLING ALLEYS

Motion by Mr. Hammond, and seconded by Mr. Peppin to approve the second reading and adoption of Ordinance 2016-02 Chapter 852 Pool Rooms, Game Rooms, and Bowling alleys as presented. Motion carried.

NEW BUSINESS

MOTION 142-16 DPW 2017 INTERNATIONAL 7400 SBA 4x2 (SA625) CONSTRUCTION DUMP TRUCK

Motion by Mr. Emery, and seconded by Ms. Snyder to authorize the City Manager to purchase the 2017 International 7400 SBA 4x2 (SA625) Construction Dump Truck from Tri-County International Trucks for \$84,414.66 and outfitting by Truck & Trailer Specialties for \$61,249.00 for a grand total of \$145,663.66. Motion carried.

MOTION 143-16 RESOLUTION 2016-24 MICHIGAN RURAL WATER/WASTEWATER AGENCY RESPONSE NETWORK (MiWARN)

Motion by Mr. Abernathy, and seconded by Mr. Emery to approve Resolution 2016-24 Michigan Rural Water/Wastewater Agency Response Network Resolution as presented. Motion carried.

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COUNCIL MEETING
SEPTEMBER 12, 2016

ANNOUNCEMENTS

Davison Dog Walk this Sunday, September 18, 2016 in Abernathy Regional Park.

MOTION 144-16 ADJOURNMENT

Motion by Mr. Emery, and seconded by Mr. Abernathy to adjourn the meeting at 8:11 p.m. Motion carried.

Mayor Tim Bishop

City Clerk Andrea L. Schroeder



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.™

City of Davison Monthly Engineering Report September 21, 2016

Current Project Updates:

Scrap Tire Grant – Cambridge Drive:

- Work has been completed on this project. Once the turf is fully established, final payment will be made to the contractor.

Lapeer Street Lift Station:

- Work has begun and is commencing as planned on the project and should be substantially completed by early October.

Water System General Plan:

- The work has been completed and the general plan documents have been submitted to the MDEQ for review and approval.

Other As-Needed Contract Updates:

Main/Flint Intersection:

- We prepared a schematic to adjust the pavement markings between M-15 and Main Street to alleviate some potential issues with the left turn movements into the Kroger complex and to make it clearer that the eastbound bike lane is not for vehicular traffic. This work is listed in the CIP for completion in the next fiscal year. *(No Change)*

M-15/Kroger Plaza Turning Movements:

- No action has taken place.

Miscellaneous:

- ROWE met with city staff to discuss guidelines and the process for permitting work within the city Right of Ways. We are preparing an outline of the process for review by the city and your legal counsel.
- ROWE provided a proposal to perform a city-wide sidewalk assessment program. We understand staff is reviewing liability issues with the city's attorney and liability insurance carrier before discussing this work further. *(No Change)*
- ROWE is preparing cost scenarios for road improvements for the city as part of the infrastructure funding analysis work being completed.
- An engineering site plan review was completed for Bisbee Auto. Revised plans have not yet been provided for a second review.

OPEN ISSUES LOG
September 12, 2016

CITY MANAGER

<u>Date</u>	<u>Issue</u>	<u>Action Taken</u>	<u>Priority</u>	<u>Expected Completion Date</u>
2/8/2016	Davison Hotel Infrastructure Finance Options & Presentation	In Progress	1	4th Quarter 2016
6/22/2015		In Progress	1	4th Quarter 2016
7/13/2015	NPDES/MS4 Permit	In Progress	1	4th Quarter 2016
7/13/2015	Larson's MEDC Blight Project	In Progress	1	4th Quarter 2016

PERSONNEL COMMITTEE

(Tim Bishop, Joan Snyder & Ron Emery)

<u>Date</u>	<u>Issue</u>	<u>Action Taken</u>	<u>Priority</u>	<u>Expected Committee Completion Date</u>
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POLICY COMMITTEE

(Paul Hammond, Gary Peppin & Jack Abernathy)

<u>Date</u>	<u>Issue</u>	<u>Action Taken</u>	<u>Priority</u>	<u>Expected Committee Completion Date</u>
1/9/2013	Sidewalk Program Review & Ordinance Rewrite	In Progress	1	4th Quarter 2016
2/8/2015	Outside Ordinance First Reading Recommendation	Started	3	4th Quarter 2016
3/5/2013	Ordinance Review	On Hold-Requested Ordinance review procedure was adopted by Council on 2/25/2013	4	TBD

FINANCE COMMITTEE

(Gary Peppin, Pat Stetson & Jack Abernathy)

<u>Date</u>	<u>Issue</u>	<u>Action Taken</u>	<u>Priority</u>	<u>Expected Committee Completion Date</u>
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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
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 241-6217

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 241-6200.

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 Davison, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Flint, Inc., a Michigan Corporation doing business as Comcast.

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 Davison:

Attn:

Fax No.:

1.

41112 Concept Dr.

Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 248-233-4719

2.

600 Galleria Pkwy

Atlanta, GA 30339

Attn: Sen. Vice President, Government Relations

3.

One Comcast Center

Philadelphia, PA 19103

Attn: Government Affairs Department

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 Davison, a Michigan Municipal Corporation

Comcast of Flint, Inc., a Michigan Corporation doing business as Comcast

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

 By
Timothy P. Collins Print Name
Regional Senior Vice President Title
41112 Concept Drive Address
Plymouth, MI 48170 City, State, Zip
734-254-1525 Phone
248-233-4719 Phone
Fax
Tim_Collins@cable.comcast.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: August 22, 2016		
Applicant's Name: Comcast of Flint, Inc.		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 31-0873877		

Company executive officers:

Name(s): Timothy P. Collins
Title(s): Regional Senior Vice President

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

Name: John Gardner		
Title: Director, External Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 517-334-5686	Fax: 517-334-1880	Email: John_Gardner@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 517-334-5890	Fax: 517-334-1880	Email: Leslie_Brogan@cable.comcast.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.)

Comcast intends to serve, in accordance with the standards set forth in PA 480 of 2006, the present territorial corporate limits of the City and any area henceforth annexed to or otherwise added to the City during the term of this franchise.

[**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]

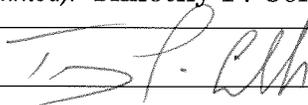
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: 9/30/17

For All Applications:

**Verification
(Provider)**

I, Timothy P. Collins, 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): Timothy P. Collins, Regional Senior Vice President	
Signature: 	Date: 9-6-2016

(Franchising Entity)

City of Davison, a Michigan municipal corporation

By _____
Print Name _____
Title _____
Address _____
City, State, Zip _____
Phone _____
Fax _____
Email _____
Date _____



michigan municipal league

Liability & Property Pool

1675 Green Road
Ann Arbor, MI 48105

TEL 734.662.3246 800.653.2483
FAX 734.662.8083
WEB www.mml.org

to	Members of the MML Liability and Property Pool	from	Michael J. Forster, Pool Administrator
cc		date	September 12, 2016
		subject	2017 Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Two (2) incumbent Directors have agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 8. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Liability and Property Pool*; the official ballot is located in the left navigation bar under *Online Forms*.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster
Pool Administrator

mforster@mml.org

THE CANDIDATES
Three-year terms beginning January 1, 2017



Penny Hill, Assistant City Manager, Traverse City

Penny has been a municipal government official since 1988, serving at various times as Clerk, Treasurer, and Manager. She currently serves as Traverse City's Assistant Manager. Penny is an active member of the Michigan Municipal League, having served on its Board of Directors, and as Vice-Chairperson of Region 6. Penny is also an active member of the Michigan Municipal Executives (formerly Michigan Local Government Manager's Association), serving as its President in 2013. She is a member of the Board of Directors for the Grand Traverse Regional Community Foundation. Penny is seeking re-election to her fourth term as director.



Jean Stegeman, Mayor, City of Menominee

Jean has more than six years of experience as a municipal official, currently serving as Mayor in the City of Menominee. She was a member of and served as chair of the Menominee planning commission for several years prior to becoming mayor. She is also active in several local civic organizations. Jean is seeking re-election to her second term as director.