

**CITY OF MT. MORRIS  
CITY COUNCIL AGENDA  
11649 N. Saginaw Street  
Mt. Morris, MI 48458  
June 8th, 2020  
7:15 P.M.  
ZOOM Meeting**

- 1. MEETING CALLED TO ORDER:** Mayor Duane K. Dunckel
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF MINUTES**
  - a. Approval of Regular meeting minutes from May 26th, 2019.
- 6. COMMUNICATIONS:**
  - a. None.
- 7. APPROVAL OF WARRANT:** Approval of Warrant #20-11 in the amount of \$24,292.55.
- 8. PUBLIC COMMENT (Agenda Items Only /Five Minute Time Limit).**
- 9. UNFINISHED BUSINESS:**
  - a. None.
- 10. NEW BUSINESS:**
  - a. **RESOLUTION 20-08: Adoption of Fiscal Year 2020/2021 Budget.**
  - b. **RESOLUTION 20-09: AT&T Franchise Agreement.**
- 11. PUBLIC COMMENT (Five Minute Time Limit).**
- 12. COUNCIL MEMBER AND STAFF COMMENTS**
- 13. ADJOURNMENT**

PLEASE SILENCE ALL CELL PHONES AND ALL OTHER ELECTRONIC DEVICES PRIOR TO THE MEETING.

**CITY OF MT. MORRIS**  
**CITY COUNCIL – REGULAR MEETING**  
**May 26, 2020**  
**Virtual Meeting - ZOOM**

At **7:15 p.m.**, Mayor Duane K. Dunckel called the Regular Council Meeting to order.

**PRESENT:** Black, Freeman, Irwin, Roth, Thayer, Sorensen, and Mayor Duane Dunckel.

**ABSENT:** None.

**OTHERS:** City Manager/Treasurer Vicki Fishell, DPW Superintendent Paul Zumbach, Police Chief Becker, Fire Chief James Young, Attorney Amanda Doyle, and City Clerk Kristina Somers.

The Pledge of Allegiance.

**ROLL CALL:**

None.

**APPROVAL OF AGENDA:**

A motion was made by Council member Freeman, seconded by Council member Irwin to approve the agenda.

All ayes.

Motion carried.

**MINUTES:**

A motion was made by Council member Roth, seconded by Council member Freeman to approve the minutes of the budget workshop, and regular meeting held on May 11th, 2020.

All ayes.

Motion carried.

**COMMUNICATIONS:**

None.

**APPROVAL OF WARRANT:**

A motion was made by Council member Roth, seconded by Council member Thayer to approve  
**Warrant #20-10 in the amount of \$81,131.71.**

Roll call:                \_\_\_\_7\_\_\_\_ Ayes                \_\_\_\_0\_\_\_\_ Nays                \_\_\_\_0\_\_\_\_ Absent

Motion Carried.

Council Member Freeman discussed blood test charges.

Police Chief Becker stated the charges were not normal policy so we shouldn't see them again.

**PUBLIC COMMENT:**

None.

**UNFINISHED BUSINESS:**

a. None.

**NEW BUSINESS:**

- a. PUBLIC HEARING:** City's Fiscal Year 2020-2021 Budget and "The Property Tax Millage proposed to be levied to support the proposed Budget".

A motion was made by Council member Roth, seconded by Council member Freeman to open the Public Hearing at 7:22 p.m.

All ayes.  
Motion carried.

A motion was made by Council member Roth, seconded by Council member Freeman to close the Public Hearing at 7:23p.m.

All ayes.  
Motion carried.

- b. Mayor's comments on Council Rules of Order.**

Mayor Duane K. Dunckel discussed Council comments staying neutral, no name calling, and violating Rules of Order having consequences.

- c. Code Enforcement.**

Mayor Duane K. Dunckel asked for help from the Council on what they would like to see done with the current Code Enforcement activities.

Council member Freeman stated he would like to see decisions made fairly, we are all equal, and pay the same taxes. Is for leaving duties to Paul, as Code Enforcer.

Council member Roth stated that if Ordinances are broken, they must be enforced, all violations need to be addressed.

Council member Irwin discussed Ordinance violation that has never been addressed till now.

Council member Roth discussed the homeowners are responsible for getting permission, and permits through the City before building anything in the City limits.

Council member Freeman asked if there was anyway this could be fixed, procedure for going to Planning/Zoning Commission to have Ordinances changed if needed.

Attorney Amanda Doyle stated that Ordinances can be enforced at any time.

Mayor Duane K. Dunckel stated he would like to see Paul continue to enforce Ordinance violations, to get everything up to par.

Paul Zumbach stated that Zoning permit is needed at address that was being discussed, and if everything falls between the rules, then it will be approved.

Council member Irwin discussed working with those who have violations.

Police Chief Becker stated that the City does try to work with anyone that has violations before giving tickets.

Council member Black asked that Paul, and Chief Becker go through the Code Violation procedures so Council understands.

Paul stated that once the City receives a complaint, he goes out and checks the complaint, takes pictures for each complaint, letter is sent to resident in violation with Ordinance information, after 14 days another letter is sent, if no contact is made then Chief Becker will send a ticket. Paul also stated that he is always willing to get residents extra time if they call to let him know that they are going to fix the violations.

Council member Irwin asked when last ticket was given for an Ordinance violation.

Chief Becker let Council member Irwin know that a ticket was given just last week.

Council member Roth stated residents that receive violations should be calling Paul to see what their options are to fix the violations, and if they don't then tickets are going to be written.

Paul stated that an extension was given to the resident being addressed, until permanent structure is built.

**PUBLIC COMMENT:**

**None.**

**COUNCIL MEMBER AND STAFF COMMENTS:**

Chief Becker discussed Rules of Order being violated at the May 11<sup>th</sup> meeting, and would like to see those involved disciplined. Also stated he would like to see a public apology given, and the City Manager doing a great job.

Council member Black discussed her concerns with the Rules of Order being violated, wished Chief Young a Happy Birthday, and that she is praying for Paul and his family.

Council member Freeman let Paul know he was thinking, and praying for his family. Wished Chief Young a Happy Birthday. Discussed using discretion with Code Enforcement right now, since the courts are closed, and working with residents to get things fixed. Stated he would like to see the Mayor use the gavel when meetings get out of hand, like the May 11<sup>th</sup> meeting, and ending those types of comments from happening again.

City Clerk Kristina Somers wished Chief Young a Happy Birthday, and let Paul know that he and his family are in her thoughts, and prayer. Discussed upcoming elections, and mailing out permanent AV applications this week.

Council member Sorenson let Paul know that his family is in his prayers, using judgment with Code Enforcement violations, and talked about running again for Council seat in November.

Council member Irwin let Paul know that his family is in his prayers, apologized to Chief Becker for comments made during the May 11<sup>th</sup> meeting, and discussed comments being directed towards him when all he was doing was trying to protect his child, and doing what he needed to do. Stated the Council seat meaning a lot to him, and going to bat for the residents.

Council member Thayer agrees with everyone on the Code Violations needing to be enforced.

Attorney Amanda Doyle stated she hopes everyone had a happy Memorial Day.

Chief Young informed all on the fatal fire on Coy Street, no smoke alarms inside the home, and the need to work on the Ordinance for Marijuana grower operations within the City limits. Thanked DPW for fixing a resident's lawn that was damaged during fire. Discussed zero complains being made through the City for his address.

DPW Superintendent Paul Zumbach thanked everyone for their thoughts, and prayer for his family.

Mayor Duane K. Dunckel discussed Rules of Order, working as a team to get things done, and wished everyone a great night.

**ADJOURNMENT:**

With no further business, the Council Meeting was adjourned at **8:01p.m.**

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 General							
Dept 000							
101-000-066.000	UNDISTRIBUTED FRINGE BEN	MML WORKER'S COMP FUN	POLICY PREM 7/01/2020 - 7/01/2021	10029205	06/15/20	3,201.00	
101-000-451.000	BUILDING PERMITS	GOYETTE MECHANICAL	REFUND - BUILDING PERMIT	05272020	06/15/20	100.00	
			Total For Dept 000			3,301.00	
Dept 190 ELECTIONS							
101-190-740.000	OPERATING EXPENSE	PRINTING SYSTEMS	ELECTION SUPPLIES	05042020	06/15/20	337.42	
			Total For Dept 190 ELECTIONS			337.42	
Dept 215 ADMINISTRATION							
101-215-850.000	COMMUNICATIONS	VERIZON	MONTHLY FEES	9855380510	06/15/20	38.25	
			Total For Dept 215 ADMINISTRATION			38.25	
Dept 265 CITY HALL & GROUNDS							
101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	PARTS	24366	06/15/20	7.44	
101-265-801.000	PROFESSIONAL SERVICES	A-1 GLASS COMPANY	CITY HALL DOOR	15513	06/15/20	1,900.00	
			Total For Dept 265 CITY HALL & GROUNDS			1,907.44	
Dept 305 POLICE DEPARTMENT							
101-305-740.000	OPERATING EXPENSE	GLC LAB	BLOOD DRAWS - PD	1	06/15/20	375.00	
101-305-745.000	GAS & FUEL	MICHIGAN PETROLEUM TE	UNLEADED FUEL	400142	06/15/20	404.74	
101-305-745.000	GAS & FUEL	MICHIGAN PETROLEUM TE	UNLEADED FUEL	400038	06/15/20	364.10	
101-305-759.000	UNIFORMS	CHRIS LOVE	BOOT ALLOWANCE	05302020	06/30/20	107.04	
101-305-850.000	COMMUNICATIONS	VERIZON	MONTHLY FEES	9855380510	06/15/20	56.88	
			Total For Dept 305 POLICE DEPARTMENT			1,307.76	
Dept 336 FIRE DEPARTMENT							
101-336-745.000	GAS & FUEL	MICHIGAN PETROLEUM TE	UNLEADED FUEL	400142	06/15/20	1.81	
101-336-745.000	GAS & FUEL	MICHIGAN PETROLEUM TE	DIESEL FUEL	400039	06/15/20	28.75	
101-336-745.000	GAS & FUEL	MICHIGAN PETROLEUM TE	UNLEADED FUEL	400038	06/15/20	2.95	
101-336-759.000	UNIFORMS	WITHER PUBLIC SAFETY	UNIFORMS	E1964406	06/15/20	173.97	
101-336-930.000	REPAIR & MAINTENANCE - V	AUTO - WARES GROUP	SUPPLIES	505149-505436	06/15/20	4.09	
101-336-930.000	REPAIR & MAINTENANCE - V	WOLVERINE FIRE PROTEC		22023	06/15/20	375.00	
			Total For Dept 336 FIRE DEPARTMENT			586.57	
Dept 441 PUBLIC WORKS							
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	24621	06/15/20	45.97	
101-441-745.000	GAS & FUEL	MICHIGAN PETROLEUM TE	DIESEL FUEL	400039	06/15/20	40.61	
101-441-850.000	COMMUNICATIONS	COMCAST CABLEVISION	DPW CHARGES	852910006005213	06/15/20	60.45	
101-441-850.000		VERIZON	MONTHLY FEES	9855380510	06/15/20	30.05	
101-441-923.000	DRAINS-AT-LARGE	GENESEE COUNTY DRAIN	NPDES PHASE II	GCDC2020-0036	06/30/20	402.17	
			Total For Dept 441 PUBLIC WORKS			579.25	
Dept 528 TRASH COLLECTION							
101-528-801.000	PROFESSIONAL SERVICES	REPUBLIC SERVICES #23	WASTE SERVICES	0237-001795784	06/15/20	13,802.47	
			Total For Dept 528 TRASH COLLECTION			13,802.47	
			Total For Fund 101 General			21,860.16	
Fund 202 Major Street							
202-463-740.000	ROUTINE MAINTENANCE						
202-463-740.000	OPERATING EXPENSE	R & R READY MIX INC.	GARFIELD & WASHINGTON	0142272-IN	06/15/20	390.00	
202-463-740.000	OPERATING EXPENSE	UNIQUE PAVING MATERIA	FRIEGHT CHARGES	50948	06/15/20	174.28	
202-463-740.000	OPERATING EXPENSE	VERIZON	MONTHLY FEES	9855380510	06/15/20	60.10	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 202 Major Street							
Dept 463 STREET ROUTINE MAINTENANCE			Total For Dept 463 STREET ROUTINE MAINTENANCE			624.38	
Dept 474 TRAFFIC SERVICES							
202-474-740.000	OPERATING EXPENSE	ACTION MUNICIPAL SUPP	SIGNS/GLOVES 20454		06/15/20	33.00	
		Total For Dept 474 TRAFFIC SERVICES				33.00	
		Total For Fund 202 Major Street				657.38	
Fund 203 Local Street							
Dept 463 STREET ROUTINE MAINTENANCE							
203-463-740.000	OPERATING EXPENSE	UNIQUE PAVING MATERIA	FRIEGHT CHARGES 50948		06/15/20	58.10	
		Total For Dept 463 STREET ROUTINE MAINTENANCE				58.10	
		Total For Fund 203 Local Street				58.10	
Fund 591 Water Fund							
Dept 000							
591-000-255.000	WATER DEPOSITS PAYABLE-3	CITY OF MT. MORRIS	FINAL BILL-WATER DEPOSIT 06012020		06/15/20	189.73	
591-000-255.000	WATER DEPOSITS PAYABLE-3	CULVER, LYNNE	WATER DEPOSIT REFUND 06012020		06/15/20	60.27	
		Total For Dept 000				250.00	
Dept 215 ADMINISTRATION							
591-215-850.000	COMMUNICATIONS	COMCAST CABLEVISION	DPW CHARGES 852910006005213		06/15/20	60.45	
591-215-850.000	COMMUNICATIONS	VERIZON	MONTHLY FEES 9855380510		06/15/20	30.05	
		Total For Dept 215 ADMINISTRATION				90.50	
Dept 537 WATER DISTRIBUTION							
591-537-740.000	OPERATING EXPENSE	ACTION MUNICIPAL SUPP	SIGNS/GLOVES 20454		06/15/20	244.85	
591-537-745.000	GAS & FUEL	MICHIGAN PETROLEUM TE	UNLEADED FUEL 400142		06/15/20	83.45	
591-537-745.000	GAS & FUEL	MICHIGAN PETROLEUM TE	DIESEL FUEL 400039		06/15/20	258.14	
591-537-745.000	GAS & FUEL	MICHIGAN PETROLEUM TE	UNLEADED FUEL 400038		06/15/20	73.75	
591-537-930.000	REPAIR & MAINTENANCE - V	AUTO - WARES GROUP	SUPPLIES 505149-505436		06/15/20	173.74	
		Total For Dept 537 WATER DISTRIBUTION				833.93	
Dept 539 WATER REPAIR							
591-539-740.000	OPERATING EXPENSE	R & R READY MIX INC.	MT. MORRIS & WASHINGTON 0142271-IN		06/15/20	408.00	
		Total For Dept 539 WATER REPAIR				408.00	
		Total For Fund 591 Water Fund				1,582.43	
Fund 592 Sewer Fund							
Dept 215 ADMINISTRATION							
592-215-850.000	COMMUNICATIONS	COMCAST CABLEVISION	DPW CHARGES 852910006005213		06/15/20	60.46	
592-215-850.000	COMMUNICATIONS	VERIZON	MONTHLY FEES 9855380510		06/15/20	30.05	
		Total For Dept 215 ADMINISTRATION				90.51	
Dept 536 SEWER DISTRIBUTION							
592-536-740.000	OPERATING EXPENSE	PHILLIPS RV CENTER, I	TRAILER JACK 0059558		06/30/20	43.97	
		Total For Dept 536 SEWER DISTRIBUTION				43.97	
		Total For Fund 592 Sewer Fund				134.48	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund Totals:							
			Fund 101 General			21,860.16	
			Fund 202 Major Street			657.38	
			Fund 203 Local Street			58.10	
			Fund 591 Water Fund			1,582.43	
			Fund 592 Sewer Fund			134.48	
Total For All Funds:						24,292.55	

This Warrant is hereby approved and directed for payment.

Duane Duncel, Mayor

Kristina K. Somers, City Clerk

City of Mt Morris  
Resolution No. 20-08

A Resolution to adopt the Annual City Budget for FY 2020-2021 and to provide a general appropriations act; to permit the City Manager to execute transfers within stated limits between departments/activities without prior approval of the legislative body; and to set the annual millage rate.

**WHEREAS:** Chapter VII of The City Charter specifies that the City shall adopt a budget and set the millage rate for the next fiscal year not later than the second Monday in June, and

**WHEREAS:** The City Council held a public hearing on the proposed budget and a Truth In Taxation Hearing on Tuesday, May 26, 2020

**NOW THEREFORE BE IT RESOLVED:** That this council does set the levels of appropriations, estimated revenues and uses of fund balance as follows:

**Amounts and Source of Monies Appropriated**

**GENERAL FUND**

**Estimated Revenues (By Source):**

Property Taxes, Fees, and Interest	590,000
Licenses and Permits	11,800
Federal Grants	12,500
State Shared Revenue	380,000
Liquor Returns	2,000
In-service Training	1,000
Charges for Services	218,450
Fines and Forfeitures	70,500
Interest, Royalties, and Rents	54,500
Other Revenue	85,708
Operating Transfers	104,878
Fund Balance	0
<b>Total</b>	<b>1,531,336</b>

**Expenditures:**

City Council	13,050
Elections	6,530
Assessor	12,650
Attorney	40,000
Auditor	40,000
Administration	119,940
Treasurer	54,981
City Hall	46,876
Other City Property	10,909
Cemetery	12,652
Police Department	601,811
Fire Department	123,050
Codes & Enforcement	19,850
Planning	2,300
Public Works	125,308
Trash Collection	176,507
Weed Control	14,000
Library	62,884
Capital Outlay	44,500
Transfers Between Funds	0
<b>Amount Appropriated</b>	<b>1,527,798</b>



## MAJOR STREETS

### Estimated Revenues (By Source):

Act 51 Funds	275,000
Interest	600
Other Revenue	15,000
Fund Balance	0
<b>Total</b>	<b>290,600</b>

### Expenditures:

Sidewalks	4,447
Street Construction	0
Routine Maintenance	47,371
Traffic Services	37,600
Winter Maintenance	43,871
Transfers Out	120,000
<b>Amount Appropriated</b>	<b>253,289</b>

## LOCAL STREETS

### Estimated Revenues (By Source):

Act 51	90,000
Interest	200
Transfers from Major Streets	100,000
Fund Balance	110,454
<b>Total</b>	<b>300,654</b>

### Expenditures:

Sidewalks	6,511
Routine Maintenance	255,503
Traffic Services	13,737
Winter Maintenance	24,903
<b>Amount Appropriated</b>	<b>300,654</b>

## HOUSING DEVELOPMENT FUND

### Estimated Revenues (By Source):

Fund Balance	17,378
<b>Total</b>	<b>17,378</b>

### Expenditures:

Operating Expense	0
Reimbursement to General Fund	17,378
<b>Amount Appropriated</b>	<b>17,378</b>

## DDA

### Estimated Revenues (By Source):

Current Property Tax	14,500
Current Property Tax Penalty	100
Fund Balance	3,650
<b>Total</b>	<b>18,250</b>

### Expenditures:

Authority Board	18,250
<b>Amount Appropriated</b>	<b>18,250</b>

## **WATER FUND**

### **Estimated Revenues (By Source):**

Fees	5,000
Tap-in Fees	0
Turn On/Off Fee	300
Sale of Water	1,250,000
Fines & Forfeits	37,000
Interest	0
Rental-General Fund	4,400
Rental-Major Street	8,400
Rental-Local Street	6,350
Rental-DDA	400
Rental-Sewer	3,000
Other Revenue	1,500
Fund Balance	0
<b>Total</b>	<b>1,316,350</b>

### **Expenditures:**

Administration	155,160
Water Distribution	844,512
Water Repair	50,521
Transfers Out	33,750
<b>Total</b>	<b>1,083,943</b>

## **SEWER FUND**

### **Estimated Revenues (By Source):**

Fees	2,000
Sale of Treatment	470,000
Fines & Forfeits	16,000
Interest	300
Rental	10,450
FundBalance	0
<b>Total</b>	<b>498,750</b>

### **Expenditures:**

Administration	117,236
Sewer Distribution	305,021
Sewer Repair	35,021
Transfers Out	33,750
<b>Total</b>	<b>491,028</b>

## **CEMETERY PERPETUAL CARE**

### **Estimated Revenues (By Source):**

Sales	150
Interest	50
<b>Total</b>	<b>200</b>

### **Expenditures:**

Reimbursement to funds	0
<b>Amount Appropriated</b>	<b>0</b>

**BE IT FURTHER RESOLVED**, that the City Manager may make transfers in the amount of \$5,000 between departments/activities without approval of the City Council.

Constituting, in its entirety, the total of \$3,674,090 the budget is hereby adopted.

The Budget adopted by virtue hereof shall constitute to the extent applicable, as required by law, an appropriations measure or act within which the City Manager may execute transfers between its appropriations within stated limits. Public funds shall be disbursed or made available pursuant to this appropriations act and shall be in accordance with applicable laws of the State of Michigan, rules and regulations promulgated by the Michigan Department of Treasury and the Charter of the City of Mt. Morris.

**BE IT FURTHER RESOLVED THAT:**

1.) The Tax rate (millage) is hereby established as follows:

- a. 19.9199 mills for General Operating Expenditures Fund 101
- b. 1.7064 mills for Downtown Development Authority, and;

**BE IT FURTHER RESOLVED THAT:**

- 1.) Any grants received will automatically authorize the City Manager to amend the budget to reflect the changes in revenues and appropriations.
- 2.) Where encumbrances are outstanding at year end they will be reported as reservations of fund balance to be used for the subsequent year's expenditures.

Moved by Council member Roth, seconded by Council member Daniels and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held on Monday, June 8, 2020 at 7:15 p.m.

\_\_\_\_\_Yeas

\_\_\_\_\_Nays

\_\_\_\_\_Absent

\_\_\_\_\_  
Duane K. Dunckel, Mayor

\_\_\_\_\_  
Kristina Somers, City Clerk

CITY OF MT. MORRIS  
RESOLUTION 20-09

WHEREAS: AT&T in a letter dated June 8, 2020, has forwarded a Uniform Video Service Local Franchise Agreement. Pursuant to Michigan law, MCL 484.3303, the City must, within 15 days of receipt, determine if the agreement is complete and if the City does not notify AT&T regarding the completeness within said 15-day period, the agreement shall be deemed complete; and

WHEREAS: Review of said document discloses that it is complete, with the exception of applicable fees as set forth in paragraphs VI and VIII; and

WHEREAS: Said fees are required to be the same as those applicable to the incumbent provider, Comcast; and

WHEREAS: Said fees shall be as follows, same being the Comcast fee:

1. Franchising fee: 5% of gross revenue
2. PEG fees \$0.15 per subscriber per month

and

WHEREAS: Under Michigan law, said franchise shall become effective if the City does not approve the proposed franchise agreement within the required time period, to wit: 30 days after submission date.

NOW THEREFORE, BE IT RESOLVED:

That this Council does hereby determine that the document is in proper form; that the fees shall be as above set forth and does hereby approve the same and does authorize the Manager to execute the same on behalf of the City.

Moved by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, June 8, 2020 at 7:15 p.m.

\_\_\_\_\_ Yea

\_\_\_\_\_ Nay

\_\_\_\_\_ Absent

\_\_\_\_\_  
Duane K. Dunckel, Mayor

\_\_\_\_\_  
Kristina K. Somers, City Clerk

## 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 Mount Morris, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

### I. Definitions

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

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

## II. Requirements of the Provider

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

## III. Provider Providing Access

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

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

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

#### **IV. Responsibility of the Franchising Entity**

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

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

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

## V. Term

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

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (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 **\$0.15 per subscriber per month**. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

#### **IX. Audits**

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

## **X. Termination and Modification**

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

## **XI. Transferability**

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

## **XII. Change of Information**

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

## **XIII. Confidentiality**

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

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

## **XIV. Complaints/Customer Service**

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

## **XV. Notices**

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

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

*If to the Provider:*  
(must provide street address)

### **City of Mount Morris:**

11649 N. Saginaw Street

221 N. Washington Square

Mount Morris, Michigan 48458

Lansing, Michigan 48933

Attn: City Clerk (cc: City Manager & Treasurer)

Attn: Yvette Collins, Director - External Affairs

Fax No.: 810.686.7330

Fax No.: 314.242.0600

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

## **XVI. Miscellaneous**

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

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

**City of Mount Morris, a Michigan Municipal Corporation**

By

Print Name

Title

Address

City, State, Zip

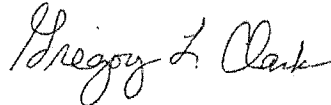
Phone

Fax

Email

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

By



Print Name

Gregory L. Clark

Title

Assistant Vice President

Address

444 Michigan Avenue, Room 1700

City, State, Zip

Detroit, Michigan 48226

Phone

313.223.8585

Fax

314.242.0600

Email

m42325@att.com

**FRANCHISE AGREEMENT**

*(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:

## **ATTACHMENT 1**

### **UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)**

Date: May 1, 2020		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 221 N. Washington Square		
Address 2:		Phone: 517.334.3708
City: Lansing	State: Michigan	Zip: 48933
Federal I.D. No. (FEIN): 38-0823930		

#### **Company executive officers:**

Name(s): Gregory L. Clark
Title(s): Assistant Vice President

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

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 221 N. Washington Square, Lansing, Michigan 48933		
Phone: 517.334.3708	Fax: 314.242.0600	Email: m42325@att.com

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

Michigan Bell Telephone Company d/b/a AT&T Michigan  
CONFIDENTIAL INFORMATION

SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the City of Mount Morris, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Mount Morris.

[**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]

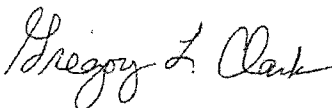
[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity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

**For All Applications:**

***Verification  
(Provider)***

I, Gregory L. Clark, 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): Gregory L. Clark, Assistant Vice President	
Signature: 	Date: May 1, 2020

***(Franchising Entity)***

**City of Mount Morris, a Michigan municipal corporation**

By

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

AT&T Michigan  
Uniform Video Service Local Franchise Agreement  
City of Mount Morris  
May 1, 2020

**CONFIDENTIAL**

**ATTACHMENT A**

**Cover + 1 Page**



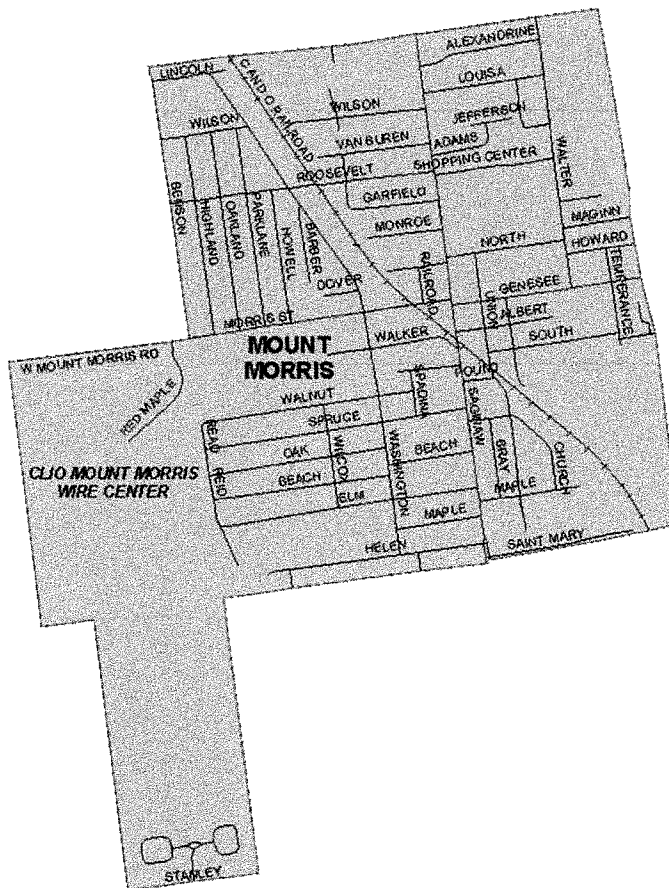
MICHIGAN BELL TELEPHONE COMPANY  
d/b/a AT&T MICHIGAN

## CONFIDENTIAL INFORMATION

## Mount Morris, Michigan

Description of AT&T Michigan Video Service Area Footprint:  
The Entire City of Mount Morris

ATTACHMENT A TO ATTACHMENT 1 OF THE  
VIDEO SERVICES FRANCHISE AGREEMENT  
BETWEEN THE CITY OF MOUNT MORRIS AND  
MICHIGAN BELL TELEPHONE COMPANY  
d/b/a AT&T MICHIGAN



### Legend

- Roads
- Railroads
- Municipal Boundary Lines
- AT&T Michigan Wire Center Bounds

**Note:** The street names of certain municipal boundary lines may not appear.