



225 S Camburn St
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STANTON CITY COMMISSION
Regular Meeting Agenda
July 28, 2020
7:00 PM

1. Call to Order

2. Pledge of Allegiance

3. Roll Call:

Mayor Lori Williams
Mayor Pro Tem
Vladimir Edelman
Commissioner Jane Basom

Commissioner Ray Holloway
Commissioner Michael Mazzola
Commissioner Charles Miel
Commissioner Mary Thomas

4. Approval of Agenda

5. Public Comments and/or Questions (Public Comments shall be limited to 3 minutes per person. A person wishing to address the Commission shall state their name and address for the official record. The Commission may at their discretion respond to comments and/or questions after all have been received.)

6. Standing Items

- a. Approval of commission meeting minutes of July 14, 2020.
- b. Approval of bill payments for the month of July 2020 in the total amount of \$97,312.80.

7. Monthly Reports

- a. Stanton Police Department
- b. Stanton Public Works
- c. Treasurer
- d. City Manager
 - a. Understanding the Commercial Redevelopment Act and a request to create Commercial Redevelopment District pursuant to Public Act 255 of 1978.

8. New Business

- a. Consideration by City Commission of proposed nominees for the 2020 Michigan Municipal League Workers' Compensation Fund Board of Trustees.

- b. Consideration by City Commission to approve the Uniform Video Service Local Franchise Renewal Agreement between Charter Communications and the City of Stanton, and set the Franchise fee at 5% and the PEG fee at 0%.
- c. Consideration by City Commission to accept a proposal from Main Street Planning Company of Grand Rapids, Michigan for professional services to assist the Planning Commission with drafting an ordinance to allow adult use marihuana facilities within Stanton city limits and makes the necessary budget adjustments. *Planning Commission recommends approval.*

9. Committee Reports

10. Public Comments

11. Commission Comments

12. Adjournment

City of Stanton
Regular Meeting Minutes
July 14, 2020

1. **Call to Order: Pledge of Allegiance** – The City of Stanton regular meeting was called to order via zoom conference video at 7:00p.m. by Mayor Lori Williams with the Pledge of Allegiance.
2. **Roll Call:** Mayor Lori Williams, Jane Basom, Vladimir Edelman, Ray Holloway, Michael Mazzola, Chuck Miel, Mary Thomas
Absent: None
3. **Approval of Agenda**
Motion made by Mazzola second by Edelman to approve the agenda. Motion carried on a voice vote.
4. **Public Comments:** None
5. **Standing Items**
 - a. Motion made by Miel second by Holloway to approve the Regular Meeting Minutes of June 23, 2020. Motion carried on a voice vote.
 - b. Motion made by Edelman second by Basom to approve the bills for June 2020 in the amount of \$26,214.17. Motion carried on a voice vote.
 - c. Motion made by Miel second by Mazzola to accept the Revenue and Expenditure Report for the month of June. Motion carried on a voice vote.
6. **Monthly Reports**
 - a. Stanton Police Department-City Manager Davis announced that Officer Bryce had solved a breaking and entering case in Stanton, and that Officer Pumford would be leaving due to getting a full-time job with the other department he has been working with in Beaverton.
 - b. DPW Report-City Manager Davis told the commission about the seasonal worker we are hiring to help with mowing for the city.
 - c. Clerk/Treasurer Financial Report
 - d. City Manager-told the commission about a new permit form that will be used for outdoor dining, that he was sorry but Stanton Old Fashion Days festival has been cancelled due to COVID-19 and welcomed back Commissioner Mazzola and wished him a speedy recovery.
7. **New Business:**
 - a. Motion made by Miel second by Basom to accept the proposal from Prein & Newhof of Grand Rapids, Michigan for professional engineering services to design and oversee the construction of the Bradford Extended Storm Sewer Improvements and Detention Pond Project. Motion carried on a voice vote.

8. Committee Reports:

DDA-Mayor Williams thanked Commissioner Basom for the Come Together logo/slogan. The adopt a pole holiday sale is going quite well.

9. Public Comments: None**10. Commission Comments:**

Commissioner Mazzola wanted to thank Jane Basom for doing a great job with the flowers downtown.

Commissioner Edelman announced that the Lions Club had named Patty Rockafellow Citizen of the Year.

Commissioner Holloway wanted to welcome Karl Yoder to our commission meetings via Zoom.

11. Adjournment

Motion made by Miel second by Mazzola to adjourn meeting at 7:26p.m.

Motion carried on a voice vote.

Lori Williams, Mayor

Lori Braman, Clerk

07/22/2020 05:59 PM
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 DB: Stanton

CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
 CHECK DATE FROM 07/09/2020 - 07/22/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
07/14/2020	STANT	9287*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	9,639.42
07/14/2020	STANT	9289*#	CONSUMERS ENERGY	UTILITIES	920.000	172	0.00
				STREET LIGHTS	920.000	448	1,130.39
				100 CEMETERY ST.	920.000	448	37.42
				225 S. CAMBURN ST.	920.000	448	254.70
				300 S. MILL ST.	920.000	448	117.67
				119 W. MAIN ST. #WTR	920.000	448	25.77
				119 S. COURT ST.	920.000	448	82.74
				117 S. LINCOLN ST.	920.000	448	71.00
				320 S LINCOLN ST	920.000	448	29.84
				421 E. MAIN ST.	920.000	448	54.30
				125 S. CAMBURN ST.	920.000	448	27.69
				UTILITIES	920.000	448	114.75
				CHECK STANT 9289 TOTAL FOR FUND 101:			<u>1,946.27</u>
07/15/2020	STANT	9294	AMERITAS LIFE INSURANCE	INSURANCE	710.000	850	648.11
07/15/2020	STANT	9296	BOOKWALTERS MOTOR SALES	REPAIR, MAINTENANCE	775.000	301	2,886.14
07/15/2020	STANT	9297	CASAIR INC	TELEPHONE	850.000	448	215.76
				INTERNET	851.000	448	215.76
				CHECK STANT 9297 TOTAL FOR FUND 101:			<u>431.52</u>
07/15/2020	STANT	9301#	MICHIGAN FLEET FUELING SOLUTIONS	GAS	736.000	301	109.45
				GAS	736.000	441	225.14
				CHECK STANT 9301 TOTAL FOR FUND 101:			<u>334.59</u>
07/15/2020	STANT	9303	MICHIGAN OFFICE SOLUTIONS, INC	CONTRACTUAL SERVICES	806.000	172	78.29
				CONTRACTUAL SERVICES	806.000	172	78.29
				CHECK STANT 9303 TOTAL FOR FUND 101:			<u>156.58</u>
07/15/2020	STANT	9304*#	MML LIABILITY & PROPERTY POOL	INSURANCE	710.000	850	10,698.21
07/15/2020	STANT	9306	NELSON SPEED SHOP	REPAIR, MAINTENANCE	775.000	441	62.49
07/15/2020	STANT	9308	REPUBLIC SERVICES #239	REPAIR, MAINTENANCE	775.000	441	200.70
07/15/2020	STANT	9309#	ROLSTON HARDWARE	MATERIALS AND SUPPLIES	726.000	172	15.98
				REPAIR, MAINTENANCE	775.000	441	63.04

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				CHECK STANT 9309 TOTAL FOR FUND 101:			79.02
07/15/2020	STANT	9310#	VIEW NEWSPAPER GROUP	PUBLIC RELATIONS	730.000	102	150.00
				MISCELLANEOUS	956.000	172	350.00
				CHECK STANT 9310 TOTAL FOR FUND 101:			500.00
07/15/2020	STANT	9311	STANTON HARDWARE CORP	REPAIR, MAINTENANCE	775.000	441	237.87
07/15/2020	STANT	9312#	VERIZON WIRELESS	MATERIALS AND SUPPLIES	726.000	301	39.27
				TELEPHONE	850.000	448	60.55
				CHECK STANT 9312 TOTAL FOR FUND 101:			99.82
07/15/2020	STANT	9313	AMERICAN WASTE	CLEAN UP DAY	809.000	528	1,180.00
07/22/2020	STANT	9314	CITY OF STANTON	WATER/SEWER	921.000	448	144.78
07/22/2020	STANT	9316*#	FIRST BANKCARD	MATERIALS AND SUPPLIES	726.000	172	37.15
				CONTRACTUAL SERVICES	806.000	172	48.39
				MATERIALS AND SUPPLIES	726.000	215	13.77
				MATERIALS AND SUPPLIES	726.000	253	13.78
				POSTAGE	727.000	253	15.00
				MATERIALS AND SUPPLIES	726.000	441	13.38
				CHECK STANT 9316 TOTAL FOR FUND 101:			141.47
07/22/2020	STANT	9317	MONTCALM COUNTY CLERK	PRINTING AND PUBLISHING	900.000	215	115.80
07/22/2020	STANT	9320	PRIORITY HEALTH	INSURANCE	710.000	850	7,139.89
07/22/2020	STANT	9321	WEST INVESTIGATIONS, INC	PROFESSIONAL SERVICES	801.000	172	40.00
				Total for fund 101 GENERAL FUND			36,682.68

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CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET FUND							
07/14/2020	STANT	9287*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	580.07
07/15/2020	STANT	9304*#	MML LIABILITY & PROPERTY POOL	ADMINISTRATION EXPENSE	732.000	482	1,861.00
Total for fund 202 MAJOR STREET FUND							2,441.07

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET FUND							
07/14/2020	STANT	9287*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	580.06
07/15/2020	STANT	9293	ALL AMERICAN TREE SERVICE	PROFESSIONAL SERVICES	801.000	463	500.00
07/15/2020	STANT	9304*#	MML LIABILITY & PROPERTY POOL	ADMINISTRATION EXPENSE	732.000	482	1,519.00
07/22/2020	STANT	9318	MONTCALM COUNTY ROAD COMMISSION	OPERATING SUPPLIES	740.000	463	2,870.17
Total for fund 203 LOCAL STREET FUND							5,469.23

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER FUND							
07/14/2020	STANT	9287*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	917.02
07/14/2020	STANT	9289*#	CONSUMERS ENERGY	1100 S, CAMBURN ST.	920.000	536	262.99
				300 W. WALNUT ST.	920.000	536	26.17
				507 W. MAIN	920.000	536	17.96
				507 W. MAIN ST.	920.000	536	214.11
				900 S. CAMBURN ST.	920.000	536	1,817.25
				717 N. CAMBURN ST.	920.000	536	76.67
				301 S. MILL	920.000	536	18.60
				301 S. MILL ST.	920.000	536	276.00
				UTILITIES	920.000	536	0.00
				CHECK STANT 9289 TOTAL FOR FUND 590:			<u>2,709.75</u>
07/15/2020	STANT	9295	BLOOM SLUGGETT	PROFESSIONAL SERVICES	801.000	536	21.00
07/15/2020	STANT	9300	KENNEDY INDUSTRIES	REPAIR, MAINTENANCE	775.000	536	551.25
07/15/2020	STANT	9302	STATE OF MICHIGAN	MEMBERSHIP DUES	802.000	536	95.00
07/15/2020	STANT	9304*#	MML LIABILITY & PROPERTY POOL	ADMINISTRATION EXPENSE	732.000	536	4,619.48
07/15/2020	STANT	9307	PREIN & NEWHOF	PROFESSIONAL SERVICES	801.000	536	490.00
07/22/2020	STANT	9316*#	FIRST BANKCARD	CONFERENCE AND TRAINING	728.000	536	225.00
				Total for fund 590 SEWER FUND			9,628.50

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CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 591 WATER FUND							
07/14/2020	STANT	9287*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	917.00
07/14/2020	STANT	9289*#	CONSUMERS ENERGY	319 N. MILL ST.	920.000	536	33.73
				601 N. NEW ST.	920.000	536	845.14
				721 N. CAMBURN ST.	920.000	536	31.43
				UTILITIES	920.000	536	0.00
				CHECK STANT 9289 TOTAL FOR FUND 591:			<u>910.30</u>
07/15/2020	STANT	9298	CL TRUCKING AND EXCAVATING LLC	REPAIR, MAINTENANCE	775.000	536	1,300.00
07/15/2020	STANT	9299	ELHORN ENGINEERING	REPAIR, MAINTENANCE	775.000	536	56.50
07/15/2020	STANT	9304*#	MML LIABILITY & PROPERTY POOL	ADMINISTRATION EXPENSE	732.000	536	4,383.31
07/15/2020	STANT	9305	MICHIGAN RURAL WATER ASSOCIATION	MEMBERSHIP DUES	802.000	536	485.00
07/22/2020	STANT	9315	ELHORN ENGINEERING	REPAIR, MAINTENANCE	775.000	536	183.50
07/22/2020	STANT	9319	MUNICIPAL SUPPLY	MATERIALS AND SUPPLIES	726.000	536	35.00
				Total for fund 591 WATER FUND			8,270.61

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CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 703 TAX ACCOUNT							
07/17/2020	TAX	3540	GENERAL FUND	GENERAL FUND	818.000	000	19,694.28
07/17/2020	TAX	3541	MONTCALM COUNTY TREASURER	MONTCALM COUNTY TREASURER SET	820.000 826.000	000 000	6,218.32 8,526.25
				CHECK TAX 3541 TOTAL FOR FUND 703:			<u>14,744.57</u>
07/22/2020	TAX	3542	CENTRAL MONTCALM PUBLIC SCHOOL	DEBT RETIREMENT CENTRAL MONTCALM SCHOOLS	819.000 821.000	000 000	52.15 43.85
				CHECK TAX 3542 TOTAL FOR FUND 703:			<u>96.00</u>
07/22/2020	TAX	3543	GENERAL FUND	GENERAL FUND	818.000	000	129.82
07/22/2020	TAX	3544	MONTCALM INTERMEDIATE SCHOOL	MONTCALM INTERMEDIATE DISTRIC	822.000	000	37.29
07/22/2020	TAX	3545	MONTCALM COUNTY TREASURER	MONTCALM COUNTY TREASURER SET 44.40, INT 4.88	820.000 826.000	000 000	49.23 49.28
				CHECK TAX 3545 TOTAL FOR FUND 703:			<u>98.51</u>
07/22/2020	TAX	3546	MONTCALM COMMUNITY COLLEGE	MONTCALM COMMUNITY COLLEGE	823.000	000	20.24
				Total for fund 703 TAX ACCOUNT			34,820.71
			TOTAL - ALL FUNDS				<u>97,312.80</u>

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

Frequently Asked Questions
Commercial Redevelopment Act
(PA 255 of 1978, as amended)

The following frequently asked questions are being provided as a service to assessors and taxpayers to better inform them about the administration of Public Act 255 of 1978, as amended.

Note: The information contained in these frequently asked questions constitutes an analysis of one or more statutes and not legal advice. Since the analysis is limited to general statutory requirements, individual facts may result in different conclusions being reached. Therefore, individuals may wish to consult legal counsel.

1. What is a Commercial Facilities Exemption?

The Commercial Redevelopment Act (known as the Commercial Facilities Exemption), PA 255 of 1978, as amended, provides a tax incentive to commercial business enterprises to enable renovation and expansion of aging facilities and assist in the building of new facilities. A Commercial Redevelopment District (CRD) must be created prior to initiating a project so it is essential that you consult your local assessor before commencing a project. A Commercial Facilities Exemption Certificate entitles the facility to exemption from ad valorem real property taxes for a term of 1-12 years as determined by the local governmental unit. Applications are filed, reviewed, and approved by the local governmental unit. The State Tax Commission (STC) receives a copy of the certificate after issuance by the local governmental unit.

2. Who establishes a Commercial Redevelopment District?

The legislative body of a qualified local governmental unit may establish a Commercial Redevelopment District on its own initiative or upon written request filed by the owner or owners of 75% of the state equalized value of the commercial property located within a proposed district.

3. Who can file an application for a Commercial Facilities Exemption Certificate (CFEC) and with whom is it filed?

The owner or lessee of a commercial facility may file an application for a CFEC with the Clerk of the qualified local governmental unit that established the Commercial Redevelopment District.

4. How do I apply for a Commercial Facilities Exemption Certificate?

Applications can be found on the Michigan Department of Treasury website: www.michigan.gov/propertytaxexemptions. Completed applications are filed with the Clerk of the local governmental unit and must be accompanied by the following documentation:

- a. A legal description of the property referred to in the application.

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- b. A statement describing the facility and its proposed project that must include all of the following items:
 - 1. General description of the facility (including year built, original use, most recent use, number of stories and square footage);
 - 2. General description of the proposed use of the facility;
 - 3. A description of the general nature and extent of the restoration, replacement or construction to be undertaken;
 - 4. A descriptive list of the fixed building equipment that will be a part of the facility, if applicable; and
 - 5. A time schedule for undertaking and completing the restoration, replacement or construction of the facility.

- c. A statement of the economic advantages expected from the exemption, including the number of jobs retained or created due to the exemption, including expected construction employment.

5. Are there provisions in the application process that are time sensitive?

Yes. Work may not begin before the establishment of the district. After work has begun in an established district, the application must be filed with the clerk of the local governmental unit within 45 days. Also, in order to qualify for a State Education Tax (SET) exemption from the State Treasurer, applications and certificates must be completed and received by the State of Michigan no later than October 31st. An application received after October 31st will not be processed until the following tax year.

6. Who determines if a facility qualifies for a Commercial Facilities Exemption Certificate (CFEC)?

The determination of qualification for a CFEC is made by the local governmental unit (LGU) when the application is filed with the clerk. The LGU must determine whether or not an applicant meets the definitions of the Act.

7. Can an application for a Commercial Facilities Exemption Certificate be denied?

Yes. An application can be denied at the local unit level if all of the requirements are not met by the applicant.

8. What is the term of a Commercial Facilities Exemption Certificate (CFEC)?

The CFEC may be issued for a period of at least one (1) year, but not more than twelve (12) years. The total amount of time determined for the certificate, including any extensions, shall not exceed twelve (12) years after the completion of the facility. The certificate shall commence with its effective date and end on the December 30th immediately following the last day of the number of years approved.

Frequently Asked Questions
Commercial Redevelopment Act
(PA 255 of 1978, as amended)

9. What determines the starting date of a Commercial Facilities Exemption Certificate (CFEC)?

The effective date of the CFEC is December 31st immediately following the date of issuance of the certificate by the local governmental unit.

10. How is the tax computed on a Commercial Facilities Exemption Certificate?

Restored Facility: Multiply the total mills levied as ad valorem taxes for that year by all taxing units within which the facility is situated by the taxable value of the real property (excluding land) of the obsolete commercial property for the tax year immediately preceding the effective date of the commercial facilities exemption.

New or Replacement Facility: Multiply 50% of the mills levied as ad valorem taxes for that year by all taxing units other than State Education Tax and multiply 100% of the mills levied as ad valorem taxes for that year for SET by the taxable value of the real property (excluding land) for the current tax year.

11. Are special assessment millage rates impacted by the granting of a Commercial Facilities exemption?

Special assessment millage rates may be impacted. Millage-based special assessments levied under Public Act 33 of 1951 do not apply to property with a Commercial Facilities exemption. However, the special assessments would still be applicable to the land on which the Commercial Facilities exemption property is located. Conversely, for millage-based special assessments levied under public acts other than Public Act 33 of 1951, property with a Commercial Facilities exemption pays on the full special assessment millage rate, the same as any “ad valorem” property.

12. What happens when an incomplete application for a Commercial Facilities Exemption Certificate is received?

The applicant will be contacted to submit the required items.

13. What requirements must be met to gain approval for a Commercial Facilities Exemption Certificate at the local governmental unit level?

The owner or lessee of the property must file an application with the local governmental unit (LGU). The application shall contain or be accompanied by a general description of the facility, a general description of the proposed use of the facility, a detailed description of the nature and extent of the restoration, replacement or construction to be undertaken, a descriptive list of the fixed building equipment that will be a part of the facility, a time schedule for undertaking and completing the restoration, replacement or construction of

Frequently Asked Questions
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(PA 255 of 1978, as amended)

the facility, a statement of the economic advantages expected from the exemption, including the number of jobs to be retained or created as a result of the exemption, including expected construction employment; and additional information as may be required by the LGU. Since individual LGUs may have specific application procedures and requirements, it is recommended that prospective applicants consult with the LGU early in the project planning process.

14. Can a Commercial Facilities Exemption Certificate (CFEC) be transferred?

Yes. A CFEC may be transferred and assigned by the holder of the certificate to a new owner or lessee of the facility if the qualified local governmental unit approves the transfer after application by the new owner(s).

15. Can a Commercial Facilities Exemption Certificate (CFEC) be revoked? If yes, who holds the authority to do so?

Yes. The legislative body of the qualified local governmental unit (LGU) may, by resolution, revoke the CFEC of a facility if it finds that the completion of the restoration, replacement or construction of the facility has not occurred within two years of the effective date of the exemption or a greater time authorized by the LGU for good cause, or that the holder of the exemption certificate has not proceeded in good faith with the replacement, restoration or construction and operation of the facility in a manner consistent with the purpose of the exemption and in the absence of circumstances beyond the control of the holder of the exemption certificate.

16. When does the revocation of a Commercial Facilities Exemption Certificate take effect?

The revocation will take effect December 31st in the year in which the local governmental unit revokes the certificate by resolution.

17. What is the definition of “commercial property?”

MCL 207.653(3) defines “commercial property” as:

“land improvements classified by law for general ad valorem tax purposes as real property including real property assessable as personal property pursuant to section 8(d) and 14(6) of the general property tax act, 1893 PA 206, MCL 211.8 and 211.14, whether completed or in the process of construction, the primary purpose and use of which is the operation of a commercial business enterprise and shall include office, engineering, research and development, warehousing parts distribution, retail sales, hotel or motel development, and other commercial facilities but shall not include any of the following:

- a. Land.

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Commercial Redevelopment Act
(PA 255 of 1978, as amended)

- b. Property of a public utility.
- c. Housing, except that portion of a building containing nonhousing commercial activity.
- d. Financial organizations.”

“Commercial property may be owned or leased. If, in the case of leased property, the lessee is liable for payment of ad valorem property taxes, and furnishes proof of that liability, the lessee is eligible for the exemption. If the lessor is liable for payment of ad valorem property taxes and furnishes proof of that liability, the lessor is eligible for the exemption.”

18. What is the definition of “new facility?”

MCL 207.654(2)(b) defines “new facility” as:

“Beginning July 1, 2008, new commercial property other than a replacement facility to be built in a redevelopment district that meets all of the following:

- (i) Is located on property that is zoned to allow for mixed use that includes high-density residential use.
- (ii) Is located in a qualified downtown revitalization district as defined in section 2 of the neighborhood enterprise zone act, 1992 PA 147, MCL 207.772.
- (iii) The local governmental unit in which the new facility is to be located does all of the following:
 - (A) Establishes and implements an expedited local permitting and inspection process in the commercial redevelopment district.
 - (B) By resolution provides for walkable non-motorized interconnections, including sidewalks and streetscapes throughout the commercial redevelopment district.”

19. What is the definition of “obsolete commercial property?”

MCL 207.654(3) defines “obsolete commercial property” as:

“commercial property the condition of which is impaired due to changes in design, construction, technology, or improved production processes, or damage due to fire, natural disaster, or general neglect.”

20. What is the definition of “replacement facility?”

MCL 207.654(5)(b) defines “replacement facility” as:

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Commercial Redevelopment Act
(PA 255 of 1978, as amended)

“Beginning July 1, 2008, commercial property on the same or contiguous land within the district which land is or is to be acquired, constructed, altered, or installed for the purpose of being submitted for obsolete commercial property and any part of the old altered property that remains for use as commercial property after the replacement, that meets all of the following:

- (i) is located on property that is zoned to allow for mixed use that includes high-density residential use.
- (ii) is located in a qualified downtown revitalization district as defined in section 2 of the neighborhood enterprise zone act, 1992 PA 147, MCL 207.772.
- (iii) the local governmental unit in which the replacement facility is to be located does all of the following:
 - (A) establishes and implements an expedited local permitting and inspection process in the commercial redevelopment district.
 - (B) by resolution provides for walkable non-motorized interconnections, including sidewalks and streetscapes throughout the commercial redevelopment district.”

21. What is the definition of “restoration?”

MCL 207.654(6) defines “restoration” as:

“Changes to obsolete commercial property other than replacement as may be required to restore the property, together with all appurtenances thereto, to an economically efficient condition. Restoration includes major renovation including but not limited to the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore the commercial property to an economically efficient condition. Restoration does not include improvements aggregating less than 10% of the true cash value of the property at commencement of the restoration of the commercial property.”

22. What is the definition of “restored facility?”

MCL 207.654(7) defines “restored facility” as:

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Commercial Redevelopment Act
(PA 255 of 1978, as amended)

“A facility that has undergone restoration.”

23. What is the State Treasurer’s State Education Tax (SET) exclusion?

Within sixty (60) days after the granting of a new Commercial Facilities Exemption Certificate, the State Treasurer may exempt 50% of the SET mills for a period not to exceed six (6) years. The State Treasurer will not grant more than 25 of these SET exclusions each year.

24. What is required of the Local Governmental Unit regarding the yearly status reporting of the Commercial Facilities Exemptions to the State Tax Commission?

Not later than October 15th of each year, each qualified local governmental unit granting a Commercial Facilities Exemption shall report to the State Tax Commission on the status of each exemption. The report must include the current value of the property to which the exemption pertains, the value on which the commercial facilities tax is based, and a current estimate of the number of jobs retained or created by the exemption.

25. Where can I obtain copies of previously issued Commercial Redevelopment Act Certificates?

Copies of certificates acted upon by the State Tax Commission after January 1, 2013, are available on the Department of Treasury website at: www.michigan.gov/propertytaxexemptions. Choose the exemption program under which the certificate was issued. Within the “Certificate Activity” link, the certificates are listed according to the date they were acted upon.

Millard's Furniture & Appliances, Inc.

232 W. Main St., P.O. Box 877

Stanton, MI 48888

Phone: (989)831-8326 Fax: (989)831-4932

pascale.millards@casair.net

July 21, 2020

To: City of Stanton

Re: PA 255

My plan is to expand the property located at 232 W. Main St., by 10,000 sq. ft. This will be added to the east side of Millard's Furniture & Appliance, Inc. existing building and it will expand into the 212 W. Main St. property (the existing home will be removed from the site), we plan on updating the façade of the current structure to match the new addition and updating the interior of the building also. This will provide a more efficient manner in managing the business, provide additional job opportunities for the residents of the City of Stanton as well as making the properties more aesthetically pleasing for the community.

I am requesting that the City of Stanton establish a Commercial Redevelopment District (PA 255) for the purpose of up to a 50% abatement of taxes on the "NEW" addition, up to 12-years for property located in the vicinity of 232 W. Main St. and 212 W. Main St., Stanton, MI. Lot 1, 3, 5,6, partial 2 and partial 4, Lot 7, parcel 1, 2 & 3. Millard's Furniture received the PA 255 relief sometime in the 1970's and we are very grateful to the City of Stanton for that. We look forward to the new addition and we are very hopeful that we will receive the tax abatement as we would not be able to proceed with the changes required in order to make the changes necessary to make Millard's a regional shopping destination for the City of Stanton therefore bringing additional income to the city.

Sincerely,



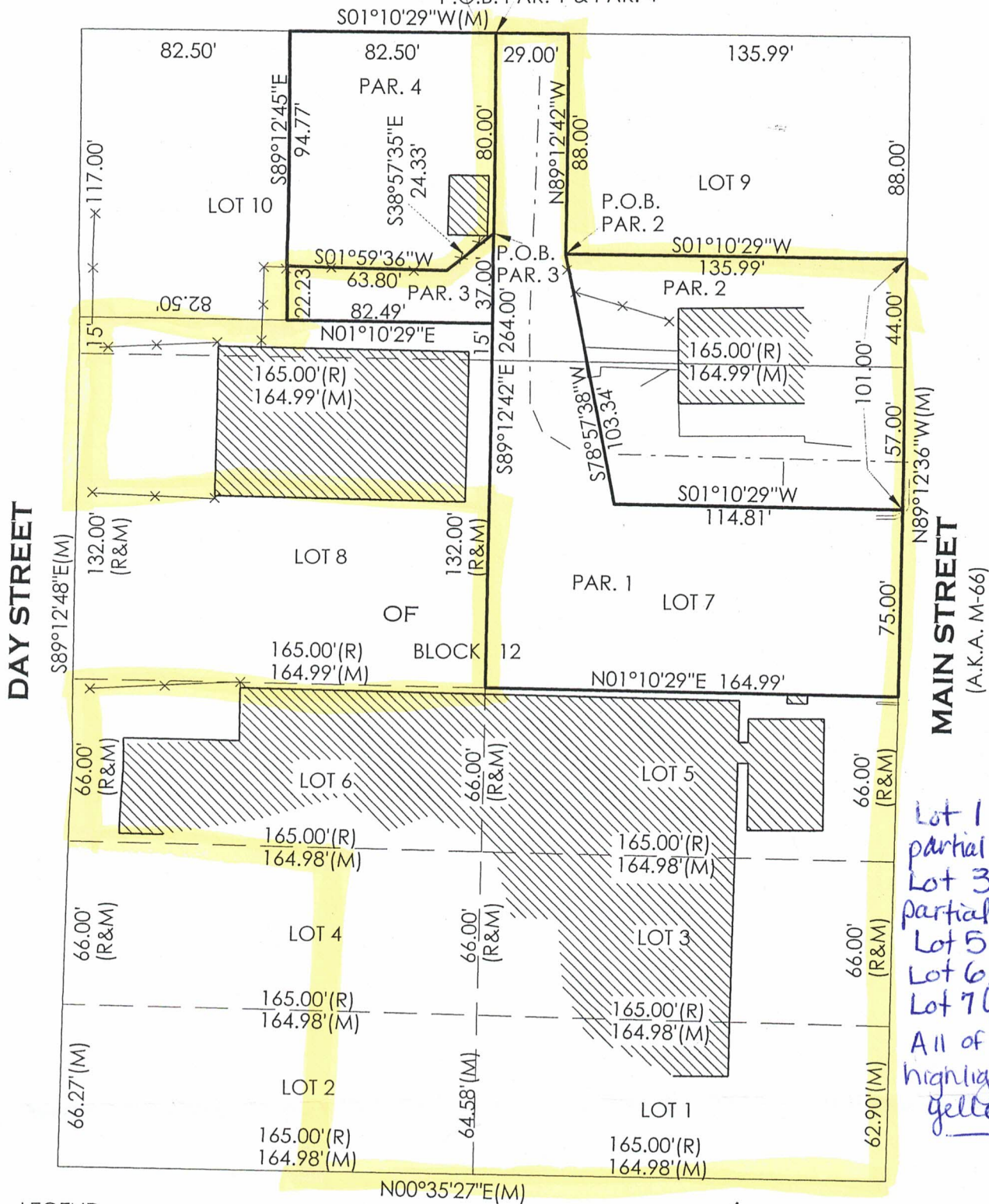
Greg Millard, Owner
Millard's Furniture & Appliance, Inc.

PLAT of SURVEY

COURT STREET

VILLAGE

P.O.B. PAR. 1 & PAR. 4



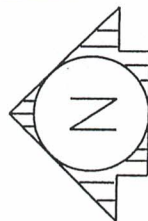
*Lot 1
partial lot 2
Lot 3
partial lot 4
Lot 5
Lot 6
Lot 7 (parcel 1, 2)
All of area highlighted in yellow*

LEGEND

- - FOUND CORNER
- - SET 1/2" REROD WITH CAP #30104
- (R) - RECORD DISTANCE
- (M) - FIELD MEASURED DISTANCE

BEARING BASIS: GPS DATUM

STATE STREET
(A.K.A. M-66)



STANTON



SCALE: 1" = 60'

SHEET 2 OF 3

DATE: 2-25-10	REVISED:	SCALE: 1" = 60'	CLIENT: MILLARD, GREG	JOB NO: 10111-001	DWN BY: JAL
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THIS MAP CORRECTLY REPRESENTS A SURVEY MADE OF THE LAND DESCRIBED ABOVE. THE RELATIVE ERROR OF CLOSURE BEING 1 PART IN 20000, OR LESS THAN 0.15' IF THE PERIMETER OF SURVEY IS LESS THAN 750': THAT THE ENCROACHMENTS AFFECTING SAID LAND, IF ANY ARE LOCATED AS SHOWN HEREON.

Tingley & Associates P.C.

William G. Tingley
WILLIAM G. TINGLEY
 PROFESSIONAL SURVEYOR
 PROFESSIONAL SURVEYOR
 422 E. MAIN STREET, SUITE 205, STANTON, MI 49346
 989-831-5322



225 S Camburn St
Stanton, MI, 48888
Phone (989) 831.4440
Fax (989) 831.5756
www.StantonOnline.com

MEMORANDUM

To: Mayor Williams & Stanton City Commission
From: Vester Davis, Jr., City Manager
Date: July 15, 2020
Subject: Michigan Municipal League (MML) 2020 Workers Compensation Fund Board of Trustee Election

BACKGROUND

The City of Stanton is a member of the Michigan Municipal League's insurance program; therefore, the city is afforded the opportunity to participate in the election of the 2020 MML Workers' Compensation Fund Board of Trustees. The City Commission is asked to submit a ballot approving this year's candidates or direct that a write-in candidate be designated.

REQUEST

Administration is seeking direction from City Commission on the proposed nominees for the 2020 MML Workers' Compensation Fund Board of Trustees election.

FINANCIAL IMPLICATIONS

N/A

RECOMMENDATION

It is recommended that the City Commission advise the City Manager of its desires with regards to the ballot proposal and authorize the submission of the ballot accordingly prior to August 13.

ATTACHMENTS

- MML Memo and Ballot



michigan municipal league Workers' Compensation Fund

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 29, 2020
Subject: Fund Trustee Election

Dear Fund Member:

Two (2) Trustees have agreed to seek election to the MML Workers' Compensation Fund Board of Trustees. You may also 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 August 13. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Workers' Compensation Fund*; the link to the ballot form is in the yellow banner.

Thank you for your membership in the Worker's Compensation Fund, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster

Fund Administrator

THE CANDIDATES
Four-year terms beginning October 1, 2020



Marlon Brown, Mayor Pro Tem, City of Mason

Marlon Brown was first elected to the Mason City Council in 2012 and presently serves as mayor pro tem. He serves on the Elected Officials Academy Advisory Board and previously served on the MML Board of Trustees. In addition to his role on the city council, Brown has served as chairperson of the Mason Sesquicentennial Steering Committee, vice chair of the Mason Planning Commission, vice chair of the Mason Historic District Commission, and secretary of the Ingham County Economic Development Corporation board of directors. He is involved with several community organizations including the Mason Orchestral Society and the Mason Area Chamber of Commerce. Brown works for the State of Michigan as the Director of Policy and Legislative Affairs for the Department of Licensing and Regulatory Affairs (LARA). He earned a BS in political science from American University, a master of public administration from the University of Delaware, and is currently pursuing a doctorate in public administration at Valdosta State University. Moreover, he is an alumnus of the Michigan Political Leadership Program at Michigan State University. Marlon is seeking election to his first term.



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 election to her first term.

Michigan Municipal League
Workers' Compensation Fund

OFFICIAL BALLOT - 2020

Vote for two Trustees by marking the line to the left of the name for four-year terms beginning October 1, 2020.

____ Marlon Brown, Appointee
Mayor Pro Tem, City of Mason

____ Penny Hill, Appointee
Assistant Manager, City of Traverse City

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Trustees of the Michigan Municipal League Workers' Compensation Fund.

Official Signature
Date:

Ballot deadline:
August 13, 2020



225 S Camburn St
Stanton, MI, 48888
Phone (989) 831.4440
Fax (989) 831.5756
www.StantonOnline.com

MEMORANDUM

To: Mayor Williams & Stanton City Commission
From: Vester Davis, Jr., City Manager
Date: July 20, 2020
Subject: Charter Communications Uniform Video Services Franchise Agreement
Renewal

BACKGROUND

In 2007, the Michigan legislature adopted PA 480 of 2006, which standardized video service franchise agreements and granted local units of government the ability to collect a fee from cable television consumers that would otherwise be additional profit to cable providers. Following the passage of the law, the city of Stanton and Charter Communications reached agreement on a Uniform Video Service Franchise Agreement.

REQUEST

The City has received a request from Charter Communications to renew the uniform agreement for a period of ten (10) years. Attached is a copy of the renewal agreement for consideration by Stanton City Commission.

FINANCIAL IMPLICATIONS

Charter Communications will calculate, collect, and pay an annual video service provider fee of 5% percent of its gross revenue to Stanton. Historically this fee has returned to the General fund roughly \$19,000, annually.

ALTERNATIVES

1. Approve the franchise agreement renewal.
2. Do not approve the franchise agreement renewal.
3. Postpone a decision on the franchise agreement and direct staff to obtain additional information.

RECOMMENDATION

It is recommended that the City Commission renew the Uniform Video Service Local Franchise Agreement and keep the service provider fee set at 5%.

ATTACHMENTS

- Correspondence from Charter Communications
- Uniform Video Service Local Franchise Agreement



July 15, 2020

VIA Federal Express / Signature Required

City of Stanton
City Manager Davis
225 S. Camburn
Stanton, MI 48888
989-831-4440

Dear City Manager Davis:

As you may know, the Michigan legislature passed Public Act 480, known as the Uniform Video Services Franchise Act ("the Act"), which became effective January 1, 2007. The Michigan Public Service Commission provided the Uniform Video Service Local Franchise Agreement ("Agreement") for use by cable operators and municipalities shortly thereafter. Charter is hereby filing for a cable television franchise renewal under the terms and conditions of the uniform Agreement established by the state of Michigan. Therefore, I'd like to direct your attention to the enclosed Agreement.

- **Franchise Fees:** As you review the Agreement, please note the franchise fee section. On page four of the Agreement, the directions stipulate that the municipality must indicate the franchise fee percentage they wish Charter to collect from customers for the term of the Agreement (from 0 to 5%). **The current franchise fee in your community is 5 %.** Therefore, if you choose to elect a franchise fee to be collected from customers and paid to your community, as allowed by the Act, please write the franchise fee percentage (%) in the blank on page four, paragraph VI.
- **PEG Fees:** Your community currently does **not** impose a fee for support of Public, Educational, and Government ("PEG") channels, nor does this apply as the community does not operate a PEG channel on the cable system. This amount, on page six of the Agreement, should remain at zero, in keeping with the Act.

I have enclosed **two originals** of the **Agreement** and both have been signed by an authorized Charter representative. Please **complete and sign both documents** and **return one fully executed (signed & dated) original to me** using the enclosed self-addressed envelope. Be sure that you keep one signed/dated original for your records.

Charter Communications is proud to provide our products and services in your community and we are committed to providing the highest level of customer service to our customers. Should you have any questions on the materials I've provided or the processes and steps described above, please call me at (906) 553-7866.

Sincerely,

Joan Movrich
Manager, State Government Affairs
Charter ~ Michigan

Enclosures

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

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

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

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

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

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

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement.* (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

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

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

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 Stanton, a Michigan municipal corporation (the "Franchising Entity"), and Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a.

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 Stanton:

City of Stanton

225 S. Camburn

Stanton, Michigan 48888

Attn: Township Supervisor or Clerk

Fax No.:

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

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 Stanton, a Michigan Municipal Corporation

**Spectrum Mid-America, LLC, a Delaware
Limited Liability corporation doing business as
n/a**

By _____
Print Name _____
Title _____
Address _____
225 S. Camburn
City, State, Zip _____
Stanton, Michigan 48888
Phone _____
989-831-4440
Fax _____
Email _____

By  _____
Print Name _____
Paul D. Abbott
Title _____
Vice President, Local Government Affairs
Address _____
12405 Powerscourt Drive
City, State, Zip _____
St. Louis, MO 6313
Phone _____
774-243-9738
Fax _____
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: July 1, 2020		
Applicant's Name: Spectrum Mid-America, LLC,		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 45-4593320		

Company executive officers:

Name(s): Thomas M. Rutledge
Title(s): President and Chief Executive Officer

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

Name: Marilyn Passmore		
Title: Director, Government Affairs		
Address: 4670 E. Fulton, #102, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1107	Email: marilyn.passmore@charter.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.)

As an incumbent video provider, the Provider is satisfying this requirement by allowing the Franchising Entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise from the Franchising Entity entered before the effective date of this Act."

The area provided for service is in the City of Stanton, MI. Upon request, the Provider shall provide a route map showing the location of the Cable System within the municipality, to the Franchising Entity.

[**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]

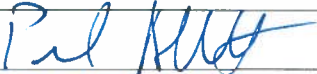
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: N/A

For All Applications:

**Verification
(Provider)**

I, Paul D. Abbott, 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): Paul D. Abbott, Vice President, Local Government Affairs	
Signature: 	Date: 7/2/2020

(Franchising Entity)

City of Stanton, a Michigan municipal corporation

By _____

Print Name _____

Title _____

Address
225 S. Camburn
City, State, Zip
Stanton, Michigan 48888

Phone
989-831-4440

Fax _____

Email _____

Date _____



**A PROPOSAL TO THE CITY OF STANTON TO PREPARE AN ORDINANCE TO ALLOW
ADULT USE MARIHUANA ESTABLISHMENTS**

*Submitted By
MainStreet Planning Company
July 21, 2020*



Task 1. Prepare Outline of Ordinance.

Based on the comments of Commissioners received at the July 15, 2020 ZOOM meeting with the Planning Commission, we will prepare an outline of the Adult Use Marihuana Establishments Ordinance. The outline will include requirements that must be included based on the Michigan Regulation and Taxation of Marihuana Act of 2018 (MRTMA) and the Michigan Department of Licensing and Regulatory Affairs (LARA) rules. We will also include other requirements that, based on our professional expertise, may be optional but which may be desired by the Planning Commission.

The outline of the ordinance will be sent to the Planning Commission in advance of the Commission meeting.

Task 2. Review Outline with Planning Commission.

At this meeting with the Planning Commission we will review the Adult Use Marihuana Establishments Ordinance outline and obtain agreement on which items to include in the draft of the ordinance.

Task 3. Prepare Ordinance Drafts and Meet with Planning Commission.

Following the meeting described in Task 2, we will prepare drafts of the Adult Use Marihuana Establishments Ordinance and meet with the Planning Commission to review each draft and revise as necessary. Ordinance drafts will be sent to the Commission in advance of Commission meetings.

Task 4. Prepare for and Hold a Public Hearing.

Once a draft is acceptable to the Planning Commission, we will assist the City in preparing for a public hearing by preparing the notice for newspaper publication. We will also prepare a summary of the ordinance which can be available prior to the meeting on the City web page and as a hand out at the meeting. We will attend the public hearing to present the ordinance.

Task 5. Revise the Ordinance for Council Adoption

Following the public hearing, we will make reasonable revisions to the Ordinance as directed by the Planning Commission, based upon comments received at the public hearing.

Following adoption by the Council we will assist the City in preparing the notice of adoption, if requested.

All additional work to finalize the Adult Use Marihuana Establishments Ordinance following up to three meetings with the Planning Commission and the public hearing will be billed on a time and expense basis.

If requested by the City, we will substitute a meeting with the Planning Commission to attend a joint meeting of the Council and Commission, or a meeting of the City Commission, to discuss the proposed ordinance and obtain Council input.

PROJECT MANAGEMENT

Tim Johnson, PCP, of MainStreet Planning Company will serve as project manager. Mr. Johnson or Janis Johnson, AICP of MainStreet Planning Company, will attend all meetings and the Planning Commission public hearing.

Cost

The cost for Tasks 1-4 as described herein is a flat fee of \$ 5,000.00 not including expenses which are described below. The fee includes up to three meetings with the Planning Commission prior to the public hearing and attendance at the public hearing. Additional meetings will be charged on a time and expense basis at the hourly rate of \$115.00.

Expenses: Mileage is an additional expense and will be charged at the current IRS rate which is \$ 0.575/mile. Printing will be charged at \$ 0.10 per page.

PROFESSIONAL SERVICES AGREEMENT



This agreement is by and between the CITY OF STANTON, 225 South Camburn Street, Stanton Michigan, 48888 hereinafter referred to as the Client, and MAINSTREET PLANNING COMPANY, 1600 East Beltline NE, Suite 212, Grand Rapids, MI 49525, hereafter referred to as the Consultant.

SCOPE OF SERVICES: The Client hereby contracts with the Consultant to perform the following described professional services, hereinafter collectively referred to as the Scope of Services:

- As described in the Consultant's Proposal to Prepare an Ordinance to Allow Adult Use Marihuana Establishments dated July 21, 2020.

CONSULTANT'S COMPENSATION:

- The Client agrees to pay the Consultant a fixed fee of \$ 5,000.00 plus reimbursable expenses to perform the Scope of Services as described herein.

The Consultant shall bill the Client approximately every 30 days for work performed during that 30-day period. Compensation shall be provided by the Client to the Consultant within 30 days of receipt of any invoice. Late payment will result in an additional fee of 5% of total invoice for every 30-day increment beyond due date of invoice, accrued daily.

REIMBURSABLE EXPENSES:

- Mileage will be charged at the current approved IRS rate.
- Printing, postage and materials will be charged to the Client at the same cost as charged to the Consultant.

CHANGES TO THE PROFESSIONAL SERVICES AGREEMENT: Any changes or revisions to the Professional Services Agreement must be submitted in writing and must be approved and signed by both the authorized representative of the Client and the Consultant prior to proceeding with the change or revision.

SERVICES NOT INCLUDED IN SCOPE OF SERVICES: Meetings and services beyond those agreed to in this document, but agreed upon by the Consultant and the authorized representative of the Client shall be charged on a time and expense basis.

CLIENT'S REPRESENTATIVE: The Client has designated the City of Stanton City Manager as the official Representative of the Client. As such, the Representative shall be responsible for the execution of any document pertaining to this agreement or any amendment thereto, for the authorization of services provided by the Consultant, and approval of all changes, addenda, and additional services to be performed by the Consultant.

CONSULTANT'S REPRESENTATIVE: The Consultant has designated Timothy J. Johnson, PCP, as the official Representative of the Consultant. As such, the Representative shall be responsible for the execution of any document pertaining to this agreement or any amendment thereto, for the authorization of services provided by the Consultant, and approval of all changes, addenda, and additional services to be performed by the Consultant.

TERMINATION OF SERVICES: The Client may terminate this Professional Services Agreement at any point by notifying the Consultant in writing of the termination and the reasons for termination. The Client shall pay the Consultant for any services and materials provided by the Consultant up to that point at which notification of termination is received by the Consultant. The Client shall pay for these services and materials within 15 days of receipt of final invoice from the Client.

The Consultant may terminate this Professional Services Agreement at any point by notifying the Client in writing of the termination and the reasons for termination. The Client shall pay the Consultant for any services and materials provided by the Consultant up to that point at which notification of termination is received by the Client. The Client shall pay for these services and materials within 15 days of receipt of final invoice from the Consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement.

CLIENT:

CONSULTANT:

By _____
Vester Davis Jr., Manager
City of Stanton

Timothy J. Johnson, Principal
MainStreet Planning Company

Date Signed: _____

Date signed: _____

Witness: _____

Witness: _____