



# MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

July 18, 2016

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

7) CONSENT AGENDA

A. <u>City Council Minutes</u>	P. 3
Regular Session.....	Monday, June 20, 2016
B. <u>City Bills</u>	P. 13
Regular Purchases .....	\$ 470,345.61
Regular Purchases .....	\$ 222,900.59
Weekly Purchases – 6/17/16.....	\$ 47,146.56
Weekly Purchases – 6/24/16.....	\$ 87,778.68
Weekly Purchases – 7/1/16 .....	\$ 37,181.51
Weekly Purchases – 7/8/16 .....	\$ 16,762.00
<b>Total.....</b>	<b>\$ 882,114.95</b>

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

A. <u>Event Report – Calhoun County Prayer Gathering</u>	P. 22
B. <u>Event Report – “Kari On” 5K Race</u>	P. 23

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. <u>Cedar Street Right of Way</u>	P. 24
City Council will hear public comment on the proposed resolution to vacate the east 55' of the Cedar Street right of way between Montgomery Street and Warren Street.	
B. <u>Changes to \$156.003 and \$156.224 Donation Bins</u>	P. 27
City Council will hear public comment regarding the proposed changes to \$156.003 and \$156.224 Donation Bins.	

11) OLD BUSINESS

Mayor:

Jack Reed

Council Members:

Ward 1 - Kari Schurig

Ward 2 - Nick Metzger

Ward 3 - Brent Williams

Ward 4 - Michael McNeil

Ward 5 - Jon Gerten

At-Large - Kathy Miller



## 12) REPORTS AND RECOMMENDATIONS

**A. Comcast Video Service Local Franchise Agreement P. 34**

City Council will consider the recommendation to approve entering into a 10 year franchise agreement with Comcast for them to use the city's public right-of-way to provide video service within the Marshall City boundaries and to authorize the City Clerk to sign the agreement.

**B. Street Reconstruction Bids P. 49**

City Council will consider the recommendation to approve the bid from Thompson Construction Co. of Coldwater, MI in the amount of \$60,345.38 for the reconstruction of Turquoise Trail and N. Park Street, with a contingency amount of \$9,654.62 for possible additional quantities, for a total project cost of \$70,000.

**C. Shearman Park Bids P. 51**

City Council will consider the recommendation to approve the bid from Parrish Excavating, Inc. of Quincy, MI in the amount of \$124,934.00 for the development of Shearman Park.

## 13) APPOINTMENTS / ELECTIONS

**A. DDA/LDFA Appointments P. 52**

City Council will consider the recommendation to approve the reappointment of Catherine Yates and JP Walters to the Downtown Development Authority and Local Development Finance Authority for terms expiring September 15, 2020.

**B. Planning Commission Appointment**

City Council will consider the recommendation to approve the appointment of Jason Bomia to the Planning Commission with a term expiring November 1, 2018.

## 14) PUBLIC COMMENT ON NON-AGENDA ITEMS

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

## 15) COUNCIL AND MANAGER COMMUNICATIONS

## 16) ADJOURNMENT

Respectfully submitted,

Tom Tarkiewicz  
City Manager

July 18, 2016

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**CALL TO ORDER**

IN REGULAR SESSION Monday, June 20, 2016 at 7:00 P.M. in the Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Pro Tem Metzger.

**ROLL CALL**

Roll was called:

Present: Council Members: Gerten, McNeil, Metzger, Schurig, and Williams.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: Council Member Miller and Mayor Reed.

**Moved** Williams, supported McNeil, to excuse the absence of Council Member Miller and Mayor Reed. On a voice vote – **MOTION CARRIED.**

**INVOCATION/PLEDGE OF ALLEGIANCE**

Richard Gerten of Family Bible Church gave the invocation and Mayor Pro Tem Metzger led the Pledge of Allegiance.

**APPROVAL OF THE AGENDA**

**Moved** Gerten, supported Williams, to move item 7C Schedule Public Hearing - §156.003 and §156.224 Donation Bins to item 12C for further discussion. On a voice vote – **MOTION CARRIED.**

**PUBLIC COMMENT ON AGENDA ITEMS**

None.

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

Mary LaFountain of 211 Forest Street spoke regarding an issue she is having with deer and asked City Council for assistance in decreasing the population.

**CONSENT AGENDA**

**Moved** Gerten, supported Schurig, to approve the Consent Agenda:

- A. Approve the resolution to authorize the City Clerk to sign the agreement with MDOT to “Construct Terminal Building, Terminal Study, and Planning at Brooks Field”;
- B. Approve the 12-month Assessment Services Agreement with the City of Albion, pending a decision by the City of Albion’s Council to concur with the Agreement on June 20, 2016;
- C. Schedule a public hearing for Monday, July 18, 2016 to hear public

comment on the vacation of the east 55' of the Cedar Street right of way between Montgomery Street and Warren Street;

- D. Minutes of the City Council Regular Session held on Monday, June 6, 2016;
- E. Approve city bills in the amount of \$ 872,608.74.

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

### **PRESENTATIONS AND RECOGNITION**

#### **A. Binder Park Zoo Presentation:**

Leslie Walsh and Hannah Smedley gave a informational presentation on the happenings at Binder Park Zoo.

### **INFORMATIONAL ITEMS**

Lieutenant Josh Lankerd provided event reports for the Cruise at the Fountain and Jam for a Cure.

### **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**

#### **A. Proposed Changes to Chapter 31: City Organizations:**

Natalie Dean provided background on the proposed changes to Chapter 31: City Organizations of the City of Marshall Code of Ordinances. The changes to the ordinance are updating outdated verbiage to reflect the current status of City Departments.

Mayor Pro Tem Metzger opened the public hearing to hear public comment regarding the proposed changes to Chapter 31 of the Marshall City Code.

Hearing no comment, the hearing was closed.

**Moved** Williams, supported McNeil, to approve the proposed changes to Chapter §31: City Organizations. On a roll call vote – ayes: Gerten, McNeil, Metzger, Schurig, and Williams; nays: none. **MOTION CARRIED.**

### **CITY OF MARSHALL, MICHIGAN ORDINANCE #2016-05**

**AN ORDINANCE TO AMEND CITY OF MARSHALL CODE, CHAPTER 31: CITY ORGANIZATIONS. THE CITY OF MARSHALL HEREBY ORDAINS:**

**Section 1.** That chapter and section **§31.01 Created; Function** of the Marshall City Code, is hereby amended to the following:

The Parks, Recreation and Cemetery Departments are hereby created for the city. The function of the departments is to provide opportunities for wholesome year-round recreation and other leisure time activities for all age groups and to supervise and manage the use and a maintenance of municipal parks and the city cemetery.

**Section 1a.** That chapter and section **§31.02 Director** is amended to be changed to **§31.02 Administration** and be amended to the following:

- A. The Director of Public Services and Recreation Administrator shall be hired by the City Manager.
- B. The Director of Public Services and Recreation Administrator shall:
  1. Be responsible for the overall administration, management, planning, organization, maintenance and supervision of the parks, recreation, and cemetery departments;
  2. Represent the parks, recreation, and cemetery departments on all department matters coming before the City Council;
  3. Submit annually a proposed operating budget for the ensuing fiscal year, in accordance with legal requirements, for the departments;
  4. Be responsible for the employment and supervision of all personnel of the departments in conformity with personnel rules and regulations and classification plan established by the city;
  5. Coordinate the activities of the parks, recreation, and cemetery departments with other groups to achieve the highest degree of cooperation and promotion of sound recreation goals and other applicable appropriate public functions; and
  6. Be responsible for the planning of all recreation, parks, and cemetery programs and see that such activities and programs are carried out in a safe and healthful manner.

**Section 1b.** That chapter and section **§31.03 Recreation Fund** be amended to the following:

- A. There is hereby created a recreation fund under the jurisdiction of the Treasurer, into which all funds levied, collected or derived for recreation purposes of the city shall be deposited. The funds shall not be commingled with park and cemetery funds or appropriations.

- B. Expenditures may be made from the recreation fund in accordance with the budget and appropriations approved by the City Council in accordance with legal requirements and rules established thereunder. Vouches for the payment of any claims shall be approved by the Recreation Administrator and submitted to the Treasurer for payment. The Recreation Administrator shall request such services as may be required from other city departments and the cost of the services shall be charged against the Recreation Fund.

**Section 1c.** That chapter and section **§31.17 Terms** be amended to the following:

The terms of office for the Parks, Recreation, and Cemetery Board shall be for three years commencing on July 1 and ending June 30.

**Section 1d.** That chapter and section **§31.20 Organization** be amended to the following:

- A. The members of the Parks, Recreation, and Cemetery Advisory Board shall, at their first meeting in July of each year, organize and elect one of their board members as Chairperson and one as Vice-Chairperson.
- B. A majority of the Board shall constitute a quorum for the transaction of business.
- C. The Recreation Administrator or designee shall act as the Board Secretary.

**Section 1e.** That chapter and section **§31.21 Duties** be amended to the following:

It shall be the duty of the Parks, Recreation and Cemetery Board to:

- A. Act in an advisory capacity to the City Council and the Director of Public Services and Recreation Administrator in all matters pertaining to public recreation, municipal parks, city cemetery, and to cooperate with all governmental agencies in the advancement of sound planning, and programming;
- B. Aid the Director of Public Services and Recreation Administrator in making plans for the conduct of recreation activities, use of municipal parks, and the city cemetery;
- C. Interpret the recreation programs to public officials and interested citizens in order to promote understanding and financial support from public and private sources;
- D. Recommend to the City Council the establishment of general policies with respect to the Parks, Recreation and Cemetery Departments;
- E. Assist the Director of Public Services and Recreation Administrator in the preparation of rules and regulations for the use of parks, recreation and

cemetery facilities and participation in recreation programs, which shall be recommended to the City Council for consideration and adoption; and

- F. Advise the Director of Public Services and Recreation Administrator in the preparation of the annual operating budgets for the departments.

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

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

Adopted and signed this 20<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Jack Reed, MAYOR

\_\_\_\_\_  
Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on June 20, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

\_\_\_\_\_  
Trisha Nelson, CITY CLERK

### **OLD BUSINESS**

None.

### **REPORTS AND RECOMMENDATIONS**

#### **A. Albion Marshall Connector Agreement:**

**Moved** Gerten, supported McNeil, to approve the agreement with Albion for the Albion Marshall Connector Service. On a voice vote – **MOTION CARRIED.**

**B. FY 2016 Year-End Budget Amendments:**

**Moved** Schurig, supported Williams, to approve the resolution authorizing the budget amendments to amend the FY 2016 Budget. On a roll call vote – ayes: Gerten, McNeil, Metzger, Schurig, and Williams; nays: none. **MOTION CARRIED.**

CITY OF MARSHALL, MICHIGAN  
RESOLUTION #2016-27  
THE CITY OF MARSHALL  
AMENDED GENERAL APPROPRIATION ACT RESOLUTION  
July 1, 2015 – June 30, 2016

THE CITY OF MARSHALL RESOLVES that the revenues and expenditures for the fiscal year, commencing July 1, 2015, and ending June 30, 2016, are hereby amended on a departmental and fund total basis as follows:

<u>General Fund Revenues</u>	<u>Adopted</u>	<u>Amended Mid-Year</u>	<u>Amended June, 2016</u>	<u>Change</u>
Taxes	3,497,613	3,497,613	3,454,477	(43,136)
Licenses and Permits	96,200	96,200	62,947	(33,253)
Intergovernmental Revenues	684,000	684,000	666,663	(17,337)
Charges for Services	117,000	117,000	96,438	(20,562)
Fines and Forfeits	118,500	118,500	51,236	(67,264)
Rents	255,000	255,000	251,469	(3,531)
Interest	10,000	10,000	10,467	467
Miscellaneous	102,150	102,150	105,580	3,430
Other Financing Sources	1,136,740	1,136,740	1,578,412	441,672
<b>Total Revenues</b>	<b>6,017,203</b>	<b>6,017,203</b>	<b>6,277,689</b>	<b>260,486</b>
<b><u>General Fund Expenditures</u></b>				
City Council	3,676	3,676	3,281	395
City Manager	138,568	138,568	150,129	(11,561)
Assessor	164,885	164,885	153,716	11,169
Attorney	55,000	55,000	41,600	13,400
Human Resources	69,641	69,641	64,142	5,499
Clerk	54,563	54,563	47,691	6,872
Treasurer	235,621	235,621	239,928	(4,307)
City Hall	81,548	81,548	73,095	8,453
Chapel	2,400	2,400	39	2,361
Other City Property	37,700	37,700	26,751	10,949
Cemetery	188,451	188,451	201,976	(13,525)
Non-Departmental	899,300	899,300	1,508,810	(609,510)
Police	1,632,529	1,632,529	1,675,705	(43,176)

Crossing Guards	12,487	12,487	10,925	1,562
Dispatch	112,900	112,900	109,967	2,933
Fire	927,110	927,110	929,760	(2,650)
Inspection	102,386	102,386	126,702	(24,316)
Planning/Zoning	150,384	150,384	117,804	32,580
Streets	871,292	871,292	736,627	134,665
Engineering	51,983	51,983	43,951	8,032
Public Svcs. Build Operations	122,042	122,042	112,447	9,595
Community Development	0	0	0	0
	<b>Adopted</b>	<b>Amended Mid-Year</b>	<b>Amended June, 2016</b>	<b>Change</b>
Parks	101,988	101,988	98,161	3,827
Capital Improvements	164,300	164,300	227,300	(63,000)
Total Expenditures	6,180,754	6,180,754	6,700,507	(519,753)
GF Net Surplus/(Deficit)	(163,551)	(163,551)	(422,818)	

<b>GF - Recreation</b>				
Revenues	397,459	397,459	408,336	10,877
Expenditures	430,397	430,397	404,009	26,388
Net Surplus/(Deficit)	(32,938)	(32,938)	4,327	

<b>GF - Farmers Market</b>				
Revenues	14,023	14,023	26,905	12,882
Expenditures	13,101	13,101	17,878	(4,777)
Net Surplus/(Deficit)	922	922	9,027	

<b>GF - Composting</b>				
Revenues	27,750	27,750	14,274	(13,476)
Expenditures	60,072	60,072	40,160	19,912
Net Surplus/(Deficit)	(32,322)	(32,322)	(25,886)	

<b>Leaf/Brush</b>				
Revenues	74,966	74,966	77,654	2,688
Expenditures	95,532	95,532	94,996	536
Net Surplus/(Deficit)	(20,566)	(20,566)	(17,342)	

<b>MVH-Major &amp; Trunkline</b>				
Revenues	448,800	448,800	547,448	98,648
Expenditures	382,941	382,941	578,801	(195,860)
Net Surplus/(Deficit)	65,859	65,859	(31,353)	

<b>MVH-Local</b>				
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Marshall City Council, Regular Session  
Monday, June 20, 2016  
Unofficial

Revenues	235,160	235,160	327,000	91,840
Expenditures	307,360	307,360	307,360	0
Net Surplus/(Deficit)	(72,200)	(72,200)	19,640	

<b>MRLEC</b>				
Revenues	281,775	281,775	230,000	(51,775)
Expenditures	245,375	245,375	192,569	52,806
Net Surplus/(Deficit)	36,400	36,400	37,431	

<b>Local Develop. Finance Auth.</b>				
Revenues	440,000	440,000	420,670	(19,330)
Expenditures	865,850	865,850	872,365	(6,515)
Net Surplus/(Deficit)	(425,850)	(425,850)	(451,695)	

	<u>Adopted</u>	<u>Amended Mid-Year</u>	<u>Amended June, 2016</u>	<u>Change</u>
<b>Downtown Develop. Auth.</b>				
Revenues	216,540	216,540	212,063	(4,477)
Expenditures	239,624	239,624	237,323	2,301
Net Surplus/(Deficit)	(23,084)	(23,084)	(25,260)	

<b>GF - Airport</b>				
Revenues	186,500	186,500	152,451	(34,049)
Expenditures	186,446	186,446	141,321	45,125
Net Surplus/(Deficit)	54	54	11,130	

<b>Marshall House</b>				
Revenues	622,510	622,510	952,435	329,925
Expenditures	702,135	702,135	756,566	(54,431)
Net Surplus/(Deficit)	(79,625)	(79,625)	195,869	

<b>Electric</b>				
Revenues	14,408,000	14,408,000	14,408,000	0
Expenditures	14,407,813	14,407,813	14,407,813	0
Net Surplus/(Deficit)	187	187	187	

<b>Dial-A-Ride</b>				
Revenues	362,773	362,773	377,750	14,977
Expenditures	430,148	430,148	424,940	5,208
Net Surplus/(Deficit)	(67,375)	(67,375)	(47,190)	

Excludes Albion Connector (New Freedom Grant)

<b>Wastewater</b>				
Revenues	1,592,100	1,592,100	1,592,100	0
Expenditures	1,850,358	1,850,358	1,850,358	0
Net Surplus/(Deficit)	(258,258)	(258,258)	(258,258)	

<b>Water</b>				
Revenues	1,578,100	1,578,100	1,578,100	0
Expenditures	1,628,096	1,628,096	1,628,096	0
Net Surplus/(Deficit)	(49,996)	(49,996)	(49,996)	

	<u>Adopted</u>	<u>Amended Mid-Year</u>	<u>Amended June, 2016</u>	<u>Change</u>
<b>Data Processing</b>				
Revenues	163,720	163,720	167,408	3,688
Expenditures	154,017	154,017	139,541	14,476
Net Surplus/(Deficit)	9,703	9,703	27,867	

<b>Motorpool</b>				
Revenues	696,650	696,650	1,032,368	335,718
Expenditures	1,041,197	1,041,197	1,578,751	537,554
Net Surplus/(Deficit)	(344,547)	(344,547)	546,383	

RESOLVED, the use of prior year's fund balance/net position reserves is not reflected in a Fund's revenue figure above, and that the source of funding for a Fund's Net Loss/(Deficit) shall be the use of prior year's fund balance/net position reserves;

This Resolution shall take effect upon adoption.  
Dated June 20, 2016

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

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on June 20, 2016 and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

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

**C. Schedule Public Hearing - §156.003 and §156.224 Donation Bins:**

**Moved** Schurig, supported Gerten, to schedule a public hearing for Monday, July 18, 2016 to hear public comment on the proposed changes to §156.003 and §156.224 Donation Bins of the City of Marshall Code of Ordinances. On a voice vote – **MOTION CARRIED.**

**APPOINTMENTS/ELECTIONS**

None.

**COUNCIL AND MANAGER COMMUNICATIONS**

**CLOSED SESSION**

**Moved** McNeil, supported Schurig, to move into closed session under section 8 (e) and 8 (h) of the Open Meetings Act to discuss specific pending litigation and to consider material exempt from disclosure by state of federal statute. On a roll call vote – ayes: Gerten, McNeil, Metzger, Schurig, and Williams; nays: none. **MOTION CARRIED.**

Enter into Closed Session at 8:25 p.m.

Return to Open Session at 9:30 p.m.

**ADJOURNMENT**

The meeting was adjourned at 9:30 p.m.

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Jack Reed, Mayor

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Trisha Nelson, City Clerk

User: ctanner  
 DB: Marshall

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
SLS 10047397	ALEXANDER CHEMICAL COR.	CHLORINE AND SULFUR DIOXIDE	2016.004	1,172.00
1367	ALL RAILROAD SERVICES	(2016 LINE CLEARANCE- TREE TRIMMING CONTR	2016.226	3,202.64
160610395	AMBS CALL CENTER	ANSWERING SERVICE		297.72
14-698173	ARROW UNIFORM	CUST #010198-05		25.29
14-698172	ARROW UNIFORM	CUST #010198-06		31.23
14-698168	ARROW UNIFORM	CUST #010198-04		55.42
14-698163	ARROW UNIFORM	CUST #010198-01		27.47
14-698167	ARROW UNIFORM	CUST #010198-02		54.25
14-698170	ARROW UNIFORM	CUST #010198-03		201.76
225-395888	AUTO VALUE MARSHALL	NON-CHLOR BK CLN		61.92
225-394467	AUTO VALUE MARSHALL	MIRROR ADHESIVE, WASHR SOLVENT		17.73
225-395806	AUTO VALUE MARSHALL	OIL VILTER, 5W30		42.30
225-396108	AUTO VALUE MARSHALL	SCREW CLAMP		3.36
225-395906	AUTO VALUE MARSHALL	OIL FILTER		5.76
225-395606	AUTO VALUE MARSHALL	GEN PURP CLNR		9.49
225-395666	AUTO VALUE MARSHALL	HALOGEN CAPSULE		13.78
225-396140	AUTO VALUE MARSHALL	BLADERUNNER BELT		69.19
225-396141	AUTO VALUE MARSHALL	HI-POWER II BELT		44.59
225-395747	AUTO VALUE MARSHALL	BLOWER MTR W/CAGE		(106.39)
225-395643	AUTO VALUE MARSHALL	BLOWER MOTOR		207.18
225-395748	AUTO VALUE MARSHALL	MINI LAMP		3.99
225-396124	AUTO VALUE MARSHALL	OIL FILTER		5.64
225-396086	AUTO VALUE MARSHALL	CUTOFF WHEEL		17.34
225-396013	AUTO VALUE MARSHALL	ROLOC DISC		10.51
107549	B S & A SOFTWARE	CASH RECEIPTING & CEMETERY MNGMNT TRAINI		850.00
83554-CR	BOSHEARS FORD SALES IN	INVOICE 83554 PAID TWICE		(32.68)
179998	BOSKER BRICK COMPANY	EXTERIOR RECEIVING ROOM DOOR REPLACEMENT	2016.343	2,215.00
700003456-0716	BRONSON HEALTHCARE GRO	MACK, LEACH, FISHER, LENZ, LAROSE		479.00
109827	CHEMCO PRODUCTS INC	POLYMER	2016.244	9,975.26
16166	COLDWATER COMMUNITY SC	ISWIMMERS ON 6/30/16		225.00
9960	COURTNEY & ASSOCIATES	MONTHLY RETAINER		250.00
875311	CRYSTAL FLASH	PROPANE		18.32
664920009	CRYSTAL FLASH	DYED DIESEL		344.24
664920008	CRYSTAL FLASH	FUEL		1,016.46
3-1267	CUMMINS BRIDGEWAY	YEAR 4 - GENERATOR ANNUAL SERVICE	2017.002	2,239.26
3-1268	CUMMINS BRIDGEWAY	YEAR 4 - ANNUAL GENERATOR MAINTENANCE		1,178.31
135767	D & D MAINTENANCE SUPP	JANITORIAL SUPPLIES		119.45
86500	DADOW POWER EQUIPMENT	TIRE		112.00
86472	DADOW POWER EQUIPMENT	BELT		64.93
86424	DADOW POWER EQUIPMENT	V-BELT		24.02
1966	DAMRON BROTHERS ASPHAL	ASPHALT WORK AT PSB	2016.340	5,221.00
488219	DARLING ACE HARDWARE	KEY		9.95
487862	DARLING ACE HARDWARE	WASHERS, BOLTS		4.26
488318	DARLING ACE HARDWARE	CUT WHL		17.94
488388	DARLING ACE HARDWARE	KEY		1.99
488842	DARLING ACE HARDWARE	POOL CHLOR TABS		129.98
IN27709	DL GALLIVAN INC	COPIER CONTRACT - REC DEPT		409.19
265555	ELHORN ENGINEERING COM	CARUS 4500	2017.008	3,320.00
MIMA166820	FASTENAL COMPANY	S/S HCS		52.68
MIMA166780	FASTENAL COMPANY	CUTOFF WHEELS		(55.73)
MIMA166818	FASTENAL COMPANY	JANITORIAL SUPPLIES		325.24
MIMA166706	FASTENAL COMPANY	HARDWARE		1.14
MIMA166678	FASTENAL COMPANY	MACH LIFT EYE 5/8		7.72
MIMA166703	FASTENAL COMPANY	HARDWARE		30.57
11-101-006-00 2016	FREDONIA TOWNSHIP	P/N 13-11-101-006-00 2016 SUMMER PROPERT		1,745.78
8293	FUG	T-SHIRTS W/FARMERS MARKET LOGO		273.00
421448	GABRIEL, ROEDER, SMITH	MEDICARE PART D ATTESTATION	2016.274	2,750.00
11-25994	GARAGE DOORS UNLIMITED	FARMERS MARKET SATURDAY SERVICE		95.00
20160324	GRP ENGINEERING INC	ENGINEERING SERVICES FOR BREWER STREET S	2016.161	20,000.00
20160325	GRP ENGINEERING INC	ENGINEERING SERVICES FOR BREWER STREET S	2016.161	6,586.50
20160323	GRP ENGINEERING INC	MISC ENGINEERING SERVICES		292.31
937545	GWIN, DARWIN	MOW BROOKS AREA & REMOVE TRASH		300.00
3903	HARVESTER FLOWER SHOP	CAROLINA COHEN		52.00
INV54807	HASSELBRING CLARK	COPIER CONTRACT		311.55
75730	HERMANS MARSHALL	HARDW:4" ROLLERS		6.87
75723	HERMANS MARSHALL	HARDW:TRAYS, KNIFE		7.36
75738	HERMANS MARSHALL	HARDW:RASP, HAMMER		54.98
75583	HERMANS MARSHALL	HARDW:DUCT TAPE, ROPE, SCREEN RPR, NUTS, DRYWA		131.03
75688	HERMANS MARSHALL	HARDW:PRIMER, SEAL ALL		11.78
75683	HERMANS MARSHALL	HARDW:PIPE, ELBOW		6.99
75682	HERMANS MARSHALL	HARDW:ELBOW, ADAPTOR		2.78
75655	HERMANS MARSHALL	HARDW:ANGLE GRINDER		84.99
75665	HERMANS MARSHALL	HARDW:BITS, DOOR STOPS, DOOR PEEPS		69.61
75674	HERMANS MARSHALL	HARDW:PAINT BRUSH, PUTTY KNIFE, CAULK		9.27
75634	HERMANS MARSHALL	HARDW:CAUTION TAPE		10.99
75657	HERMANS MARSHALL	HARDW:CUT OFF WHEELS		7.98
75797	HERMANS MARSHALL	HARDW:STRAPS		31.49
75819	HERMANS MARSHALL	HARDW:CONCENTRATE		29.99
75835	HERMANS MARSHALL	HARDW:BRUSHES, COVERS		8.36

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
75830	HERMANS MARSHALL HARDW	BLK RUSTOLEUM		34.99
75842	HERMANS MARSHALL HARDW	BLACK RUSTOLEUM		34.99
75805	HERMANS MARSHALL HARDW	DURAZONE		27.99
75678	HERMANS MARSHALL HARDW	CLAMPS, PIPE, FITT, BLADES		25.72
75654	HERMANS MARSHALL HARDW	UTILITY BRUSH		6.49
39391-IN	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM		395.00
1	INSITUFORM TECHNOLOGIE	1850' OF SANITARY SEWER LINER FOR MONROE	2016.282	53,591.00
1901802012107	INTERSTATE ALL BATTERY	BATTERIES		275.94
103106	J & K PLUMBING SUPPLY	SEATS & SPRINGS FOR DELTA		7.20
441632B	J.C. EHRLICH CO., INC.	CDT INSP		216.00
791930	J.C. EHRLICH CO., INC.	CDT 1 ST MO		241.00
791928	J.C. EHRLICH CO., INC.	1ST MO		80.00
607362	KAR LABORATORIES INC	MERCURY ANALYSIS		260.00
607361	KAR LABORATORIES INC	CYANIDE ANALYSIS		100.00
118664	KNIGHT WATCH	24-HR FIRE ALARM MONITORING SERVICE		224.85
29926	LAKELAND ASPHALT CORPO	BITUMINOUS AGGREGATES		159.12
1039775	LEGG LUMBER	TUBE SAND		15.87
1039743	LEGG LUMBER	FIRE CAULK SEALANT		9.99
11640	LEWEY'S SHOE REPAIR	ROB MCCAIN'S BOOT ALLOWANCE		170.00
15-311-015-00 2016	MARENGO TOWNSHIP	P/N 15-311-015-00 SUMMER PROPERTY TAXES		340.99
071116	MARSHALL PUBLIC SCHOOL	REDHAWK OPEN - HOLE SPONSORSHIP		100.00
20314	MARSHALL TIRE CITY	4 TIRES		1,231.52
16-360-003-00 2016	MARSHALL TOWNSHIP	P/N 16-360-003-00 2016 SUMMER PROPERTY T.		1,470.22
305185	MARTIN, BRITTNEY	UNIT # 314		285.00
FY17	MICHIGAN RURAL WATER A	MEMBERSHIP DUES JULY 2016--JUNE 2017		740.00
DM147	MIDWEST TRANSIT EQUIP	MIDDUPLICATE PAYMENT OF R105003137 & R10500		(1,348.36)
1325322	MILLER CANFIELD PADDOC	GENERAL EMPLOYMENT MATTERS		110.00
85797667	MSC INDUSTRIAL SUPPLY	MARKING PAINT		68.16
374191	NORTH CENTRAL LABORATO	LABORATORY SUPPLIES	2016.006	533.25
671995	OFFICE 360	CLIPS, STICK-ITS		8.76
678177	OFFICE 360	USB DRIVE, PENS		34.14
828	QUALITY LAWN CARE	MOWING AT AIRPORT		2,770.00
INV-10893	REDZONE ROBOTICS	YES ANNUAL SERVICE	2017.003	93,456.42
INV-000012517	SCHWEITZER ENGINEERING	RELAYS FOR PEARL STREET SUBSTATION- PER	2016.307	11,886.00
21063-0716	SPARTAN STORES	JUNE CHARGES		322.93
90017756	SPX TRANSFORMER SOLUTI	20 MVA SUBSTATION TRANSFORMER FOR BREWER	2016.162	211,573.80
19440	STANDARD PRINTING & OF	TOWN CRIER		384.15
195873	STANLEY LAWN & GARDEN	REPAIR WEED TRIMMER		109.03
195872	STANLEY LAWN & GARDEN	STRAIGHT SHAFT TRIMMER		199.99
195672	STANLEY LAWN & GARDEN	TRIMMER REPAIR		176.66
195743	STANLEY LAWN & GARDEN	UNIVERSAL SPEED HEAD		68.96
195553	STANLEY LAWN & GARDEN	FILTERS, OIL		19.31
551-467253	STATE OF MICHIGAN	REGISTRATION FEES - BASIC SCAN, ADVANCED		865.00
18697	WALTERS-DIMMICK PETROL	ROTELLA 56 5W40 SYNTHETIC		1,261.60
296164	WESCO DISTRIBUTION INC	.45 PENTA REA M20 UTILITY POLES	2016.318	10,841.05
062716	WEST MICHIGAN RIGHT OF	RIGHT OF WAY SERVICES FOR BREWER STREET	2016.338	8,751.60
4405	WHARRY ENGINEERING	RE-INSPECT 111-115 W MICHIGAN AVE		400.00
9168	WIERING BOOKS	REPAIR AND REBIND CEMETERY BOOK		900.00
				470,345.61

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
9936431448	AIRGAS USA LLC	CYLINDER RENTAL		104.60
9052326065	AIRGAS USA LLC	OXYGEN IND		32.00
SLS 10047117	ALEXANDER CHEMICAL CO	HYDROFLUOSILICIC ACID, CHLORINE	2016.020	2,190.00
1347	ALL RELIABLE SERVICES	2016 LINE CLEARANCE- TREE TRIMMING CONT	2016.226	4,014.04
86510	ALL-TRONICS INC	PHONE REPAIRS		227.00
10454373	ALTEC INDUSTRIES INC	FAIRMONT PISTOL GRIP CHAIN SAW		62.45
593852	ANGEL TRAX	GPS TRACKING SYSTEM AND VIDEO MONITORIN	2016.267	10,413.36
14-683141	ARROW UNIFORM	CUST #010198-02		54.25
14-683144	ARROW UNIFORM	CUST #010198-03		153.28
14-690631	ARROW UNIFORM	CUST #010198-05		25.29
14-690621	ARROW UNIFORM	CUST #010198-01		27.47
14-690630	ARROW UNIFORM	CUST #010198-06		31.23
14-683147	ARROW UNIFORM	CUST #010198-05		25.29
14-690626	ARROW UNIFORM	CUST #010198-04		55.42
14-690628	ARROW UNIFORM	CUST #010198-03		153.28
14-690625	ARROW UNIFORM	CUST #010198-02		54.25
14-683146	ARROW UNIFORM	CUST #010198-06		31.23
14-683137	ARROW UNIFORM	CUST #010198-01		27.47
14-683142	ARROW UNIFORM	CUST #010198-04		55.42
388-196403	AUSTIN-BATTERIES PLUS	BULBS FOR MRLEC		57.25
225-393712CR	AUTO VALUE MARSHALL	INVOICE VOIDED - MATERIAL NEVER PICKED		(290.97)
225-379324CR	AUTO VALUE MARSHALL	INVOICE WAS PAID IN CASH		(3.38)
225-394699	AUTO VALUE MARSHALL	ROL LOCKK, ROLOC DISC		17.55
225-394743	AUTO VALUE MARSHALL	BATTERY		117.99
225-394799	AUTO VALUE MARSHALL	GEAR OIL		97.08
225-394904	AUTO VALUE MARSHALL	HSD BIT		1.89
225-395156	AUTO VALUE MARSHALL	CONNECTOR		9.59
225-394798	AUTO VALUE MARSHALL	ZEREX, PURPLE ICE, 3-1/2 SCREW CLAM		50.03
225-394842	AUTO VALUE MARSHALL	4-WIRE END		3.69
107606	B S & A SOFTWARE	IMAGING SCANNER		250.00
062216	BAKER TOOL RENTAL & S	MINI EX		175.00
631359	BOSHEARS FORD SALES I	SOCKET AS		287.44
82184518	BOUND TREE MEDICAL LL	MEDICAL SUPPLIES		173.76
5004538141	BRONSON HEALTHCARE GR	FALKNER, SANDRA LEE		89.00
97980830	BSN SPORTS	WHITE FIELD STRIPING PAINT		311.98
2112	BUILDERS' HANDLE AND	OFFICE LOCKS, CUT KEYS, INSTALL		328.47
2111	BUILDERS' HANDLE AND	MORTISE CYLINDER, CUT KEYS, INSTALL		230.87
2118	BUILDERS' HANDLE AND	MRLEC SERVICES		442.80
2119	BUILDERS' HANDLE AND	STATE POLICE EVIDENCE ROOMS		255.40
5007-000014618	C & C LANDFILL	MARSHALL HOUSE SERVICES		64.25
32	CALHOUN CONSERVATION	PERRIN DAM SEDIMENT ANALYSIS INV#32	2016.329	3,672.00
103655	CALHOUN COUNTY ROAD C	PERMIT FEE		100.00
16-256 A	CALHOUN COUNTY TREASU	P/N 15-000-549-00 CHARGEBACK 2014 SPECI		146.69
96656	CARR BROTHERS & SONS	CLASS II SAND		254.86
3246	CB HALL ELECTRIC COMP	STREET GARAGE		328.00
15791	CEREAL CITY WINDOW CL	WINDOW CLEANING AT CITY HALL		660.00
16-0173217	CITY OF ALBION	INTERNET		127.49
57026	COGITATE INC	MMS STATE TRUNKLINE SUPPORT		155.00
052016	COLLINS PROFESSIONAL	603 N KALAMAZOO - 3 STUMPS		400.00
3-1265	CUMMINS BRIDGEWAY	YEAR 4 - ANNUAL GENERATOR MAINTENANCE		1,339.44
3-2932	CUMMINS BRIDGEWAY	REPAIRS TO LOUVERS ON GENERATOR	2016.337	1,682.30
102403	CUSTOM TRUCK & EQUIPM	BOOM REPAIR TRUCK 323	2016.328	1,827.18
135576	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES		300.00
86073	DADOW POWER EQUIPMENT	MOWER BLADE		48.00
487242	DARLING ACE HARDWARE	DAWN, CABLE TIES		9.98
486951	DARLING ACE HARDWARE	HEDGE TRIMMER		239.99
487168	DARLING ACE HARDWARE	TOILET REPAIR		16.99
487356	DARLING ACE HARDWARE	ROPE CAULK		6.99
487304	DARLING ACE HARDWARE	MOTOMIX, REWIND SPRING		60.48
487369	DARLING ACE HARDWARE	ROPE CAULK		6.99
487325	DARLING ACE HARDWARE	REWIND SPRING		(4.25)
487480	DARLING ACE HARDWARE	QC ADAPTER		7.98
487739	DARLING ACE HARDWARE	COMM SWITCH		8.99
787304	DARLING ACE HARDWARE	MOTOMIX, REWIND SPRING		60.48
487702	DARLING ACE HARDWARE	SPRING		14.99
487696	DARLING ACE HARDWARE	CUTTING SAW		10.00
487789	DARLING ACE HARDWARE	TREE PRUNER		37.99
3174556	EDWARDS INDUSTRIAL SA	BEARING		42.20
3174120	EDWARDS INDUSTRIAL SA	JIC MALE CONN		4.19
3173829	EDWARDS INDUSTRIAL SA	JIC MALE CONN		14.07
3173828	EDWARDS INDUSTRIAL SA	MALE PIPE RIGID		10.47
MIMA166547	FASTENAL COMPANY	CRIMP TOOL, BUTT CNCTR H/S		29.19
MIMA166573	FASTENAL COMPANY	JANITORIAL SUPPLIES		194.59
MIMA166597	FASTENAL COMPANY	SUPPLIES		11.08
MIMA166634	FASTENAL COMPANY	SUPPLIES		6.78
MIMA166505	FASTENAL COMPANY	HARNES & LANYARDS		262.32
215965	FIRE EXTINGUISHER SER	SERVICE AT PSB		58.00
215759	FIRE EXTINGUISHER SER	H.P. AIR TANK HYDROTEST, EDDY CURRENT T		56.00
210932	FIRE EXTINGUISHER SER	HP AIR TANK HYDROTEST, EDDY CURRENT TES		56.00

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
16-399	FIRST DUE	GEAR		796.23
060115	FIVE STAR UNDERGROUND	START UP SPRINKLER SYSTEM		90.00
11-25974	GARAGE DOORS UNLIMITE	SERVICE CALL AT MH		165.00
1047	GRAHAM OUTDOOR SERVIC	2016 LAWN MOWING CONTRACT	2016.262	1,020.00
9134699975	GRAINGER	PRESSURE GAUGES		24.52
7000550341	GRID SOLUTIONS, LLC/	(3) 138KV METERING COMBINATION UNITS -	2016.191	56,145.00
1360902	GRIFFIN PEST SOLUTION	900 S MARSHALL		46.00
5984	GUTTERS R US LLC	2016 LAWN MOWING AT INDUSTRIAL PARK- PE	2016.280	660.00
937544	GWIN, DARWIN	OPENED NEW TRAIL TO INDUSTRIAL PARK		200.00
9963809	HACH COMPANY	PHOSPHORUS, AMMONIA, PIPET TIP		544.69
9957455	HACH COMPANY	PHOSPHORUS		569.17
75528	HERMANS MARSHALL HARD	ROUNDUP, FOAM, BLACK TOP PATCH, STAPLES		87.34
75808	HERMANS MARSHALL HARD	PAINT, BRUSHES		19.76
75799	HERMANS MARSHALL HARD	BALLAST		39.99
75617	HERMANS MARSHALL HARD	SPOOL TRIMMER LINE		12.99
75606	HERMANS MARSHALL HARD	PAINT THINNER, BRUSHES		11.86
75569	HERMANS MARSHALL HARD	MARKER, DUCT TAPE		7.48
75509	HERMANS MARSHALL HARD	ROLL TRIMMER LINE		8.49
75548	HERMANS MARSHALL HARD	PAINT & SUPPLIES		48.25
75814	HERMANS MARSHALL HARD	PCVG		3.99
75829	HERMANS MARSHALL HARD	2 GALLON SPRAYER		26.99
75845	HERMANS MARSHALL HARD	COMMERCIAL SEAT, TOILET SEAT		47.98
75628	HERMANS MARSHALL HARD	DUCO CEMENT		4.49
76226	HERMANS MARSHALL HARD	GRAY PRIMER		14.37
75834	HERMANS MARSHALL HARD	LOCTITE		7.49
4103	HUMANERGY INC	LEADERSHIP TEAM DEVELOPMENT		5,200.00
14265	HUNTER PRELL COMPANY	RPLC DRAIN FOR ICE MAKER ON 2ND FLOOR		970.50
3003527597	IDEXX DISTRIBUTION CO	WATER TEST SUPPLIES		1,310.58
3033327	IIX INSURANCE INFORMA	MOTOR VEHICLE REPORTS		52.90
PC001281344:01	JACKSON TRUCK SERVICE	THERMOSTAT		82.00
606671	KAR LABORATORIES INC	CYANIDE ANALYSIS		100.00
8169	KELLOGG'S REPAIR	PUMP		69.95
8138	KELLOGG'S REPAIR	PTO CLUTCH		333.57
S104713555.001	KENDALL ELECTRIC INCO	PVC REPAIR KIT		96.10
118166	KNIGHT WATCH	FIRE ALARM MONITORING @ MH		224.85
201574.00-2160546	LAWSON-FISHER ASSOCIA	GENERAL DAM SAFETY CONSULTING- FERC PRO	2016.326	1,965.27
1039590	LEGG LUMBER	WOOD STAKES		9.99
1039596	LEGG LUMBER	4X8-7/16 OSB		187.67
1039427	LEGG LUMBER	CEILING TILE		560.00
11587	LEWEY'S SHOE REPAIR	KEVIN KOYL'S BOOT ALLOWANCE		205.00
13591	LOU'S GLOVES INC	LAB GLOVES		172.00
6-060316	M.C. SMITH ASSOCIATES	ELEVATOR MODERNIZATION	2016.200	250.00
061716	MARSHALL PUBLIC SCHOO	TRANSPORTATION TO BOGAR THEATRE		83.78
FIRE DEPT	MARSHALL PUBLIC SCHOO	SUMMER PLAYGROUND TRIP TO FIRE DEPT 06/		80.55
AQUATIC CLUB	MARSHALL PUBLIC SCHOO	SUMMER FUN TRIP TO COLDWATER AQUATIC CL		442.60
FRANKE CENTER	MARSHALL PUBLIC SCHOO	SUMMER FUN TRIP TO FRANKE CENTER 06/20/		73.58
20221	MARSHALL TIRE CITY	TIRE REPAIR		20.00
20097	MARSHALL TIRE CITY	MOWER TIRE		82.99
19790	MARSHALL TIRE CITY	ROADMASTER		1,163.96
19805	MARSHALL TIRE CITY	DISMOUNT & MOUNT 2 TIRES		72.32
19821	MARSHALL TIRE CITY	DISMOUNT & MOUNT 2 TIRES		72.32
7550	MARSHALL WELDING & FA	FABRICATE 47 PLANT HANGER HOOKS		72.00
2016107	MAXIMUM AMMUNITION LL	STREAMLIGHT LITEBOX LED SPOT		450.00
63378084	MCMASTER-CARR	PADLOCKS		91.32
42305	MCNALLY ELEVATOR COMP	SITE EVALUATION FOR ELEVATOR SHAFTS	2016.330	2,550.00
A93375	MICHIGAN POLICE EQUIP	TAC STAR		50.00
1321988	MILLER CANFIELD PADDO	GENERAL EMPLOYMENT MATTERS		165.00
84166277	MSC INDUSTRIAL SUPPLY	MARKING PAINT		95.52
493	MUNFAKH & ASSOCIATES,	RFP FOR DAM REHABILITATION - INVOICE #4	2016.325	2,250.00
559540	NYE UNIFORM COMPANY	PANTS		212.18
555758	NYE UNIFORM COMPANY	FOAM		81.53
559321	NYE UNIFORM COMPANY	PANTS		85.91
73898	O'LEARY WATER CONDITI	COOLER RENTAL, WATER DELIVERED		24.50
29623	OAKLAWN HME/OAKLAWN H	TRANSFER BENCHY, RAISED TOILET SEAT		114.98
3335	OERTHERS	MULCH, PLANT MATERIAL FOR FOUNTAIN PARK		873.85
3334	OERTHERS	STRAW BALES, MULCH, MIRACLE GROW, PEAT		132.54
669321	OFFICE 360	FILE HOLDERS		37.98
664556	OFFICE 360	INKCARTS, CLIPS, MARKERS, POUCH		512.54
666742	OFFICE 360	PAPER, TONER		172.88
668397	OFFICE 360	TONER		72.99
666546	OFFICE 360	LABLE, COVER		25.98
674809	OFFICE 360	PAD, QUAD DUAL		8.49
47189	PEERLESS MIDWEST INC	WELL #4 VFD QUOTE #JAA-031016	2016.292	30,888.00
56039738	POWER LINE SUPPLY	RUBBER GOODS TESTING		433.75
56041691	POWER LINE SUPPLY	3 WIRE RACK		393.76
56041694	POWER LINE SUPPLY	WASHER SQUARE		72.45
56041692	POWER LINE SUPPLY	LED ROADWAY LIGHTS AND 4/0 WIRE	2016.335	2,754.40
56041695	POWER LINE SUPPLY	138KV INSULATORS FOR BREWER STREET SUBS	2016.301	2,385.60
56039766	POWER LINE SUPPLY	GROUND ROD		242.87

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
56039767	POWER LINE SUPPLY	SQUARE WASHER		51.81
56039768	POWER LINE SUPPLY	SOCKET		459.40
56041693	POWER LINE SUPPLY	SPLICE HYSPLICE		57.50
56039769	POWER LINE SUPPLY	LED ROADWAY LIGHTS	2016.335	2,316.00
210318	PVS TECHNOLOGIES, INC	FERRIC CHLORIDE	2016.007	4,502.24
7170	QUALITY ENGRAVING SER	ASSESSING DEPT SIGN		22.00
808	QUALITY LAWN CARE	AIRPORT LAWN CARE		2,550.00
11037	RADIO COMMUNICATIONS	RPLCD POWER SUPPLY & REPEATER		135.00
11008	RADIO COMMUNICATIONS	SERVICE CALL		125.00
249005099045	REPUBLIC SERVICES #24	2016 CITY WIDE TRASH PICK UP - WEEK OF	2016.277	15,878.37
342955	ROE-COMM., INC	MINITOR BATTERY PACK		107.50
70599443	ROSE PEST SOLUTIONS	BEDBUG SERVICE		12.00
70594430	ROSE PEST SOLUTIONS	PEST CONTROL		56.00
SECTION 8	ROSS BUSINESS DEVELOP	TENANT SELECTION PLAN FASTFORMS CD		1,250.00
1750-6	SHERWIN-WILLIAMS	PAINT & BRUSHES		67.42
N23488265	SHOPPERS CHOICE.COM	BENCHES FOR MARSHALL HOUSE		1,603.00
9411007274	SHRED-IT USA LLC	MRLEC SERVICES		130.32
5700014901	SIEMENS INDUSTRY, INC	138 KV CIRCUIT SWITCHER FOR BREWER SUB	2016.205	36,961.00
8673	SIGNWORLD CONCEPTS	DECALS		315.00
8680	SIGNWORLD CONCEPTS	SIGN - PARKING LOT CLOSED		140.00
67709	SOIL AND MATERIAL ENG	JEFFERSON & MADISON IMPROVEMENTS		442.75
19373	STANDARD PRINTING & O	DELIVERY CHARGE		7.00
19249	STANDARD PRINTING & O	BROTHER THERMAL PAPER		184.20
19182	STANDARD PRINTING & O	TOWN CRIER		384.15
194752	STANLEY LAWN & GARDEN	UNIVERSAL SPEED HEAD		63.98
195498	STANLEY LAWN & GARDEN	.095 X 1410 FT		53.99
195552	STANLEY LAWN & GARDEN	AIR FILTERS		22.76
195562	STANLEY LAWN & GARDEN	STRING TRIMMER PART		6.21
8039601597	STAPLES ADVANTAGE	TONER, LABELS		83.98
1233486	STATE OF MICHIGAN	ELEVATOR INSPECTION		385.00
I1212653	STREICHER'S	EVIDENCE BAG		899.00
I1212139	STREICHER'S	EVIDENCE BAGS		192.89
5005472	UNDERGROUND PIPE & VA	6" SLIP JOINT		527.80
51987	VILLA ENVIRONMENTAL C	QUARTERLY A/B OPERATOR INSPECTION		175.00
18778	WALTERS-DIMMICK PETRO	GREASE		93.77
40941	WEST MICHIGAN LAWN SE	SPRINKLER SYSTEM STARTUP		232.50
				222,900.59

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
269781981506-16	A T & T	269 781-9815 267 0		3,151.39
269789901106-16	A T & T	269 789-9011 599 1		57.60
269781444706-16	A T & T	269 781-4447 749 4		230.49
269781907006-16	A T & T	269 781-9070 573 1		68.85
84383	AD-VISOR & CHRONICLE	LET'S KEEP PROM SAFE		275.88
84949	AD-VISOR & CHRONICLE	ADS		1,217.74
287238047810X06111	AT&T MOBILITY	ACCT #287238047810		37.12
06/16/2016	BLASHFIELD, ASHLYN &	UB refund for account: 2101100025		119.68
061316	CARVER, ROY	ENERGY OPTIMIZATION - LED LIGHT BULBS		20.00
2551023654-0516	CHEMICAL BANK SOUTH	HSA ACCT #2551023654 PHILPOTT, ANTHONY		260.00
2551027275-0616	CHEMICAL BANK SOUTH	HSA ACCT #2551027275 LANKERD, JOSH		1,170.00
BLUES FEST	CITY OF MARSHALL	STARTUP CASH FOR BLUES FEST		2,000.00
061616	CITY OF MARSHALL	TO PAY TIM RUDDOCK FOR TRASH PICKUP AFT		360.00
06/16/2016	CLARK, RANDY	UB refund for account: 1602790038		82.88
601009382973	CONSUMERS ENERGY	ACCT #1030 1852 1130 USAGE 08/13/15---0		11,383.55
061616	DANAE AND THE GRIND	PERFORMER FOR BLUES FEST		300.00
06/16/2016	DARK, NANCY	UB refund for account: 3003520023		91.98
06/16/2016	DAVIS, ROBERT	UB refund for account: 2706680009		54.16
061616	DAVIS-ANDERSON, THORN	BLUES FEST PERFORMANCE		2,500.00
061216	FISHER, CHARLIE	MEAL		10.00
051316	GOODRICH, PHIL	TRAVEL EXPENSE REIMBURSEMENT		227.87
1364790	GRIFFIN PEST SOLUTION	1201 ARMS ST		42.00
06/16/2016	HARRIS, MARY	UB refund for account: 2708060007		92.00
060616	JOHNSON, ANDY & FRANC	ENERGY OPTIMIZATION - LIGHTING & TV		90.87
061616	KERSHAW, JAKE	BLUES FEST PERFORMANCE		450.00
061316	KNICKERBOCKER, CHARLE	ENERGY OPTIMIZATION - FURNACE & A/C		615.00
N5978499	MAILFINANCE INC	POSTAGE MACHINE LEASE 4/12/16--7/11/16		638.49
061616	MARCI LINN BAND	PERFORMER AT BLUES FEST		600.00
9784-0616	MARSHALL COMMUNITY CU	9784 - BARTLETT		109.08
7681-0616	MARSHALL COMMUNITY CU	7681 - TARKIEWICZ		461.74
64628344	MCMASTER-CARR	VINYL SIGNS FOR DAM		350.03
S3968102.001	MEDLER ELECTRIC COMPA	BULBS		75.25
S3966380.002	MEDLER ELECTRIC COMPA	RUBBER SPLICE TAPE		251.65
061216	MEYER, STEVE	MEAL		10.00
06/16/2016	NAPIER, WENDY	UB refund for account: 3205280033		61.24
050716	NASH, WILL	TRAVEL EXPENSE REIMBURSEMENT		142.75
790004405582930706	NEOFUNDS BY NEOPOST	POSTAGE FOR ACCT #7900 0440 5582 9307		3,000.00
061316	NIEBEL, THOMAS	ENERGY OPTIMIZATION - LED LIGHTBULBS		10.00
061616	PAW PAW WINE DISTRIBU	ALE FOR BLUES FEST		2,854.00
06/16/2016	PULIDO, MARY LOU	UB refund for account: 3005560031		89.59
06/16/2016	RAY, HALEY	UB refund for account: 3005380033		55.58
249-005090447	REPUBLIC SERVICES #24	ACCT #3-0249-1022021		1,067.89
060716	ROWLAND, DAVID	DEPOSIT REFUND		376.00
REFUND	SHARON NICHOLS	REFUND 50% OF CEMETERY CONTRACT DOWNPAY		50.00
305224628	U.S. BANK EQUIPMENT F	COPIER CONTRACT		58.56
9766366596	VERIZON WIRELESS	ACCT #987146080-00001		1,038.90
45794325	WEX BANK	ACCT #0470-00-462076-1		8,258.33
061616	WHO CROSS DAT ROAD	PERFORMER FOR BLUES FEST		1,000.00
061516	WINCHELL, MELISSA	SUPPLIES FOR 2016 FISH 'N' FLOAT		43.84
10058364-0516	WOW! BUSINESS	ACCT #010058364		32.97
13934621-0516	WOW! BUSINESS	ACCT #013934621		43.29
14226414-0516	WOW! BUSINESS	ACCT #014226414		94.93
10040764-0616	WOW! INTERNET-CABLE-P	ACCT #010040764		1,359.83
06/16/2016	YI, WEN WEN	UB refund for account: 2900090020		77.10
06/16/2016	YOUNG, MEAGAN WILDT &	UB refund for account: 901100009		16.46
061216	ZEBOLSKY, JOEL	MEAL		10.00
				47,146.56

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
Z1406436QF	AMERICAN MESSAGING	ACCT #: Z1-406436		9.58
06/22/2016	BARCELONA, MIKE	UB refund for account: 1102000007		139.88
062216	BOCHENEK, ROBERT	ENERGY OPTIMIZATION - LIGHTING		30.00
2551020619-06/16	CHEMICAL BANK SOUTH	HSA ACCT #: 2551020619 AMBROSE, KRIS		585.00
2550997320-06/16	CHEMICAL BANK SOUTH	HSA ACCT #: 2550997320 WASHBURN, STEVE		1,170.00
061516	CONSUMERS ENERGY	REARRANGEMENT OF DISTRIBUTION LINES FOR	2016.331	75,485.00
061616-3	CROOKS, CHIP	FARMERS MARKET STIPEND FOR MUSICIANS 05		35.00
061616-7	CROOKS, CHIP	FARMERS MARKET STIPEND FOR MUSICIANS 06		35.00
06/22/2016	DARK, NANCY	UB refund for account: 3003520023		50.00
061616-2	DYER, JAMES	FARMERS MARKET STIPEND FOR MUSICIANS 05		17.50
7018274-0616	EARTHLINK BUSINESS	ACCT #0007018274		850.71
06152016	FREDS, MATT	SCHOOL LUNCH		14.23
1360901	GRIFFIN PEST SOLUTION	323 W MICHIGAN AVE		33.00
062216	HUGGETT, JAMES & JUDI	ENERGY OPTIMIZATION - FURNACE & A/C		465.00
06/22/2016	KIBLER LUCK, BARBARA	UB refund for account: 1800340001		42.60
72	MAGIC MAIDS	COMMERCIAL CLEANING APTS#: 303 & 227		200.00
71	MAGIC MAIDS	COMMERCIAL CLEANING START AND END CLEAN		1,400.00
3431-0616	MARSHALL COMMUNITY CU	3431 - CITY CARD		50.00
1773-0616	MARSHALL COMMUNITY CU	1773 - MCCOMB		299.56
7617-0616	MARSHALL COMMUNITY CU	7617 - RAMEY		504.48
9156-0616	MARSHALL COMMUNITY CU	9156 - MILLER		1,122.86
6996-0616	MARSHALL COMMUNITY CU	6996 - BAUER		473.88
4868-0616	MARSHALL COMMUNITY CU	4868 - RICE		698.74
06/22/2016	MATHIE, CARRIE	UB refund for account: 400600002		139.43
S3972687.001	MEDLER ELECTRIC COMPA	LED FIXTURE FOR BREAKROOM		246.02
M 05-16	MICHIGAN SOUTH CENTRA	MAY NATURAL GAS		452.78
06/22/2016	MOON, MARK	UB refund for account: 1800540021		80.25
061616-1	OLIVER, JIM	FARMERS MARKET STIPEND FOR MUSICIANS 05		17.50
061616-6	RAUTH, PAUL	FARMERS MARKET STIPEND FOR MUSICIANS 06		35.00
061716	SEARS, THERESA	PETTY CASH REIMBURSEMENT		66.92
062016	SMITH, EMILIE B	SECURITY DEPOSIT REFUND		279.00
19239	STANDARD PRINTING & O	BLUES FESTIVAL WRIST BAND		85.98
19256	STANDARD PRINTING & O	WRIST BANDS VIP BRACELETS		180.00
06/22/16	STOVALL, DENISE	ENERGY OPTIMIZATION - FURNACE		165.00
06142016	SUNDBERG, KIP	SCHOOL LUNCH		14.23
8948000000160608	TELNET WORLDWIDE	ACCT #CORP-008948		1,597.39
061616-4	WHITESELL, TOM	FARMERS MARKET STIPEND FOR MUSICIANS 06		35.00
10040269-0516	WOW! BUSINESS	ACCT #010040269		617.27
06/22/2016	WRIGHT, CHARLES	UB refund for account: 1201320002		8.64
061416	ZEBOLSKY, JOEL	SCHOOL LUNCH		11.25
061616-5	ZUCK, JIM	FARMERS MARKET STIPEND FOR MUSICIANS 06		35.00
				87,778.68

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
14 0911-0616	A T & T	ACCT #145970911 U-VERSE INTERNET		65.00
062816	ADVANTAGE ROOFING	DUMPSTER RENTAL		40.00
41816	ALL YOU NEED GRAND RE	CANOPY, TABLE & CHAIR RENTAL		2,340.00
062916	BARNEYVILLE INVESTMEN	PERMANENT EASEMENT ON P/N 53-013-300-02		200.00
178991	BOGAR THEATRE	TICKETS & CONCESSIONS 06/17/16		620.50
062916-1	BUSMAN PROPERTIES, LL	PERMANENT EASEMENT ON P/N 16-140-003-01		100.00
315114716041871	CAPITAL ONE COMMERCIA	ACCT #6004-3004-9900-5848		95.14
062916-2	COLLIER, MICHAEL & HE	PERMANENT EASEMENT ON P/N 16-140-006-02		100.00
204029952541	CONSUMERS ENERGY	1000 0916 3203		15.77
205809816437	CONSUMERS ENERGY	1000 7224 3312		32.69
206076816823	CONSUMERS ENERGY	1030 1852 1130		218.88
204741910502	CONSUMERS ENERGY	1000 0759 4680		19.59
207055380384	CONSUMERS ENERGY	1000 6710 1772		13.58
203674004175	CONSUMERS ENERGY	1030 0915 7670		16.38
207144103330	CONSUMERS ENERGY	1030 1352 1119		15.77
206076816820	CONSUMERS ENERGY	1030 1852 0884		97.12
204029952544	CONSUMERS ENERGY	1000 0916 3971		38.85
204029952543	CONSUMERS ENERGY	1000 0916 3708		13.58
202873021975	CONSUMERS ENERGY	1000 0033 5602		480.07
204029952542	CONSUMERS ENERGY	1000 0916 3435		44.58
W-345214	DAN HENRY DISTRIBUTIN	BEER & ALCOHOL		2,043.70
062516	DEVENEY, JAMES R	INSPECTION COMMISSION		92.50
062916	DEVON TITLE AGENCY	TITLE SEARCHES FOR RIGHT OF WAY EASEMEN	2016.339	2,850.00
062216	EGNATUK, ALEC	TRAVEL EXPENSE		46.25
06/29/16	FARMER, CECIL	PERMANENT EASEMENT ON P/N 16-131-009-00		100.00
062216	GLGC PLUMBING COMPANY	PERMIT FEE REFUND		70.00
062816	GOVERNMENT FINANCE OF	GFOA DISTINGUISHED BUDGET AWARD		330.00
062516	GROSS, JOHN	INSPECTION COMMISSION		160.00
6106	GUTTERS R US LLC	2016 LAWN MOWING AT INDUSTRIAL PARK- PE	2016.280	835.00
75643	HERMANS MARSHALL HARD	ZIP TIES		85.92
062416	HEUER, HARALD W	REFUND SECURITY DEPOSIT		195.00
062916-4	HULING, RONALD	PERMANENT EASEMENT & TREE REMOVAL ON P/		1,300.00
3033327	IIX INSURANCE INFORMA	MOTOR VEHICLE REPORTS		52.90
062716	JIMMY'S JOHNS	BLUES FEST SERVICES		1,125.00
062716	LAKE MICHIGAN MAILERS	POSTAGE - ACCT #M323		500.00
062716	LEE, MICHAEL	TREE REPLACEMENT ON P/N 16-120-015-05		5,000.00
9900/320387-0616	LOWE'S	ACCT #9900 732038 7		7,950.92
062916	MARSHALL PUBLIC SCHOO	2016 WINTER GYM USE	2016.341	3,288.35
10797	MICHIGAN ECONOMIC DEV	2016 CERTIFIED BUSINESS PARK FEE		275.00
062516	NICHOLS, JEFFREY S	INSPECTION COMMISSION		571.25
06/30/2016	PARKER, BARBARA	UB refund for account: 2001550032		76.57
06/30/2016	REMAX FERRETT	UB refund for account: 2300560008		26.34
3554	SCOOTER'S REFUSE SERV	BLUES FEST SERVICES		757.00
1517-9	SHERWIN-WILLIAMS	PAINT, HOUSE & SIDING CLEANER		450.31
61345	SPRUCE STREET LANDSCA	INDUSTRIAL PARK CLEAN UP		1,325.48
19327	STANDARD PRINTING & O	BLUES FESTIVAL TICKETS		285.46
062916-6	THE J GROUP, LLC	PERMANENT EASEMENT FOR SUBSTATION TRANS		100.00
29625-54178	UNITED PARTY & EVENT	BLUES FEST SERVICES		1,600.00
062916-3	VANDENHEED, TIMOTHY &	PERMANENT EASEMENT ON P/N 16-011-006-00		100.00
65373-2166083	VOSBURG, CHERYL	CAR REPAIR REIMBURSEMENT (CHARGER)		302.06
062916-5	WIRTZ, KENETH & LINDA	PERMANENT EASEMENT ON P/N 16-121-006-07		200.00
10040269-0616	WOW! BUSINESS	ACCT #010040269		519.00
				37,181.51

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
070116	BURGHODORF CONTRACTING	RENOVATIONS TO LINEMAN BREAKROOM AT PSB	2017.001	3,405.00
JUNE 2016	CALHOUN COUNTY TREASU	TRAILER FEES FOR JUNE 2016		80.00
16-1049	CALHOUN COUNTY TREASU	P/N 53-024-078-00 CHARGEBACK 2015 TAXES		314.12
2551021161-0716	CHEMICAL BANK SOUTH	HSA ACCT #2551021161 OTTJEPKA, ADAM		585.00
07/07/2016	EATON, JENNY	UB refund for account: 1701800026		34.86
1772	GUTTERS R US LLC	2016 LAWN MOWING AT INDUSTRIAL PARK- PE	2016.280	536.00
062816	K-MART	JUNE CHARGES		642.30
063016	MELISSA RODDY	SCOREKEEPING SERVICES		80.00
154374	RATHCO SAFETY SUPPLY	DRUMS FOR BLUES FEST		645.00
249-005126759	REPUBLIC SERVICES #24	ACCT #3-0249-1022021		1,168.83
262217-0616	STATE OF MICHIGAN	SALES TAX DUE FOR SPECIAL EVENT		1,181.73
07/07/2016	TRAVELERS HAVEN LLC	UB refund for account: 3005180022		55.57
07/07/2016	TRIECE, GERALD	UB refund for account: 2201840001		41.16
07/07/2016	VALLENDER, JEREMY	UB refund for account: 3003240019		54.81
07/07/2016	VAXTER, GEORGINA	UB refund for account: 700980011		22.46
46148918-FY16	WEX BANK	ACCT #0470-00-462076-1		6,974.66
46148918-2	WEX BANK	ACCT #0470-00-462076-1		907.53
10058364-0616	WOW! BUSINESS	ACCT #010058364		32.97
				16,762.00

## EVENT REPORT

**EVENT:** Calhoun County Prayer Gathering

**EVENT LOCATION:** Stuart's Landing – City of Marshall

**SPONSOR:** Pastor Susan Morgan (on behalf of Multiple Pastor's in Calhoun Co.)

**EVENT DATE:** Monday, August 22, 2016

**EVENT TIME FRAME:** 6:30 to 8:30 pm

**MDOT PERMIT REQUIRED:** No

**MDOT PERMIT GRANTED:** N/A

**ROAD CLOSURE DETAIL:** N/A

**ROAD CLOSURE TIMEFRAME:** N/A

**EVENT CLOSURE DETAIL:** N/A

**DETOUR DETAIL:** N/A

### **EVENT DETAIL:**

A gathering of approx. 300 people from Calhoun County. There will not be a full worship band at this event as our primary focus will be praying for our cities in Calhoun County, our children and educators, families and leaders etc. though there will be a musician leading in song.

We will work with some area churches or perhaps a near by school for using their parking lot and shuttling people to the park to help with parking congestion. They have asked and we have granted permission for parking at the DPW garage the night of the event.

As a side note: this sort of event is happening in neighboring counties in our tri-state area through the effort of a ministry called Beautiful Feet. You can see what is happening at [www.romans1015.com](http://www.romans1015.com).

**COUNCIL NOTIFICATION DATE:** July 18, 2016

## EVENT REPORT

**EVENT:** Relay for Life "Kari on" 5k race

**EVENT LOCATION:** Fairgrounds and South side of the City.

**SPONSOR:** Relay for Life- Mindy Heath

**EVENT DATE:** Saturday, July 30, 2016

**EVENT TIMEFRAME:** 8:30a.m. – 10:30 a.m.

**MDOT PERMIT REQUIRED:** No

**MDOT PERMIT GRANTED:** N/A

**ROAD CLOSURE DETAIL:** None

**ROAD CLOSURE TIMEFRAME:** N/A

**EVENT CLOSURE DETAIL:** None.

**DETOUR DETAIL:** None

### **EVENT DETAIL:**

Participants of the "Kari on" race will gather and register at the Calhoun County Fairgrounds around 8:30 a.m. They will then begin their race at 9 a.m. The race is a 5k race through the City of Marshall. This event is sponsored by relay for life to promote cancer awareness.

#### "Kari On" Race

1. Fairgrounds
2. Clinton
3. Monroe
4. Grand
5. Mansion
6. High
7. Exchange
8. Marshall
9. Washington
10. Back to Fairgrounds

**COUNCIL NOTIFICATION DATE:** July 18, 2016



**ADMINISTRATIVE REPORT**  
**July 18, 2016 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and City Council  
**FROM:** Tom Tarkiewicz, City Manager  
**SUBJECT:** Vacation of a 55' section of Cedar Street right of way

**BACKGROUND:** The City has received a request from Matthew Huggett and Maddie Metzger of 804 Montgomery Street to vacate the east 55' of the Cedar Street right of way between Montgomery Street and Warren Street. Several years ago, the City received a 55' piece of land west of the Cedar Street right of way from the Fair Board to increase the Cedar Street right of way from 66' to 121'. This transaction occurred since the roadway was located to the west of the actual right of way on Fair Board property. The City Charter Section 2.23, Streets and Alleys empowers the Council to vacate streets. Easements will be retained for the current utilities within the proposed vacated section.

**RECOMMENDATION:** After hearing comments at the public hearing, it is recommended that the City Council adopt the resolution to vacate the east 55' of the Cedar Street right of way between Montgomery Street and Warren Street.

**FISCAL EFFECTS:** None

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

Respectfully submitted,

Tom Tarkiewicz  
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

**CITY OF MARSHALL, MICHIGAN  
RESOLUTION #2016-**

**RESOLUTION TO VACATE A SECTION OF CEDAR STREET**

WHEREAS, a request has been received to vacate the east 55' of the right-of-way of Cedar Street between Montgomery Street and Warren Street in the plat of the Upper Village, City of Marshall, and

WHEREAS, the City has the authority to vacate streets within the City under Article 7, Section 31 of the Michigan Constitution of 1963, and under Section 4h of Michigan's Home Rule City Act, and Section 2.23 of the City of Marshall Charter, as amended, and

WHEREAS, the City has conducted hearings on vacating the said portion of the said street, and has determined that the police and fire departments believe that the vacation will not adversely affect public safety, and

WHEREAS, Notice of the Public Hearing for vacating the east 55' of the right-of-way of Cedar Street between Montgomery Street and Warren Street was published by the City of Marshall on June 25, 2016, with a notice of the hearing mailed via first class mail to all property owners of record for any property adjoining the parcel in question; and

WHEREAS, the City has determined that the street right of way recommended for vacation is not needed by the city by Department of Public Works or Public Safety Department.

NOW THEREFORE BE IT RESOLVED, the City of Marshall hereby vacates the east 55' of the right-of-way of Cedar Street between Montgomery Street and Warren Street and more particularly described as:

The east 55' of the right-of-way of Cedar Street between Montgomery Street and Warren Street dedicated to the public and now being vacated and reverted to adjoining land owner, being described more particularly as: The Easterly 55 feet of Cedar Street, between Montgomery Street and Warren Street, plat of the City of Marshall, Upper Village, as recorded in plat of Calhoun County Register of Deeds, reserving easements for all existing utilities.

BE IT FURTHER RESOLVED, that the vacated right-of-way shall become part of the adjacent property to the East of the vacated Cedar Street; and

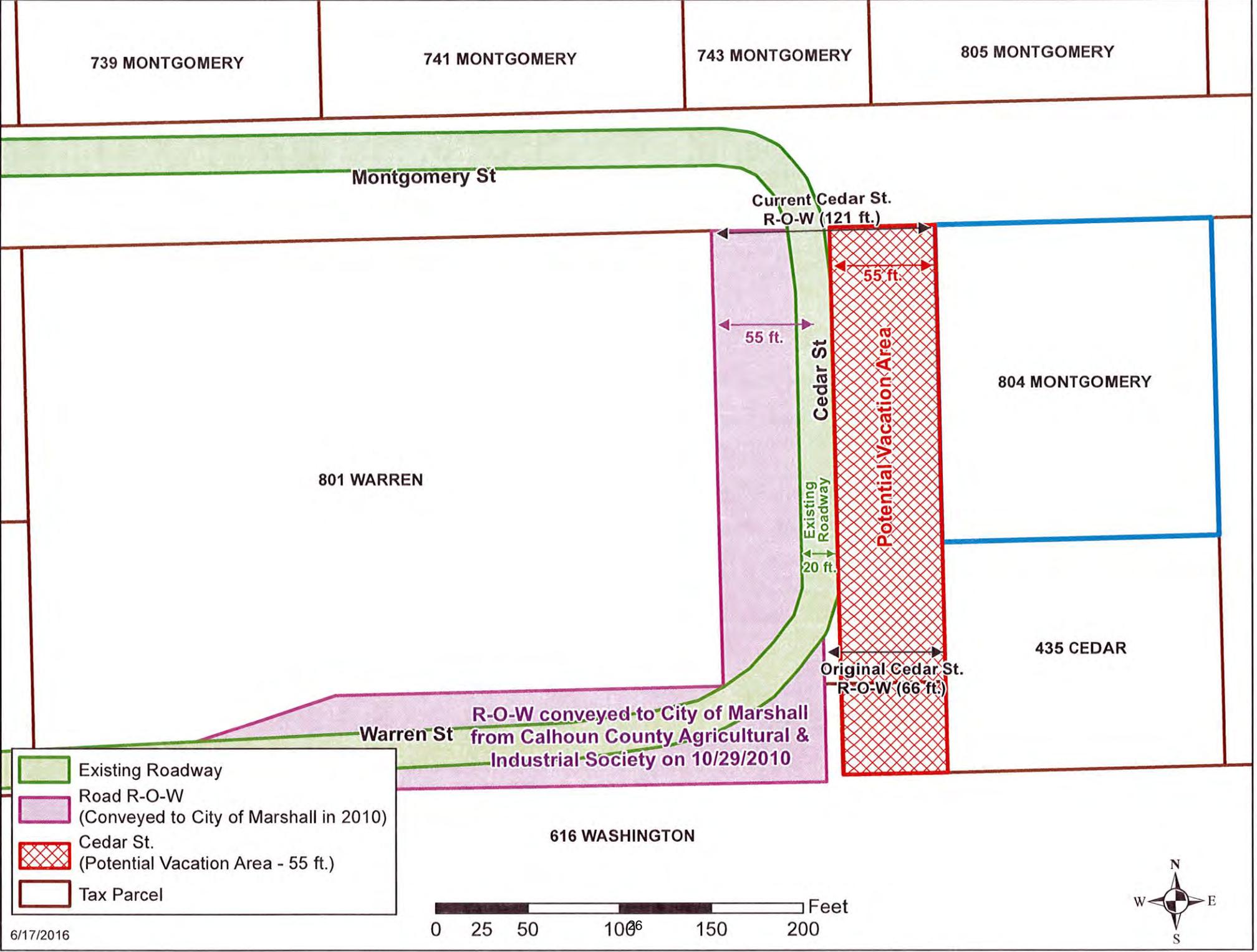
BE IT FURTHER RESOLVED,, that the city Clerk shall be, and hereby is, authorized for and on behalf of the city to execute and deliver any documents necessary or appropriate.

Dated: July 18, 2016

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed seal of said City of Marshall, this 18<sup>th</sup> day of July, 2016.

---

Trisha Nelson, City Clerk



739 MONTGOMERY

741 MONTGOMERY

743 MONTGOMERY

805 MONTGOMERY

Montgomery St

Current Cedar St.  
R-O-W (121 ft.)

55 ft.

55 ft.

Cedar St

Existing  
Roadway  
20 ft.

Potential Vacation Area

804 MONTGOMERY

801 WARREN

435 CEDAR

Original Cedar St.  
R-O-W (66 ft.)

R-O-W conveyed to City of Marshall  
from Calhoun County Agricultural &  
Industrial Society on 10/29/2010

Warren St

616 WASHINGTON

-  Existing Roadway
-  Road R-O-W  
(Conveyed to City of Marshall in 2010)
-  Cedar St.  
(Potential Vacation Area - 55 ft.)
-  Tax Parcel





**ADMINISTRATIVE REPORT**  
**JULY 18, 2016 - CITY COUNCIL MEETING**

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

**FROM:** Natalie Dean, Assistant City Manager/Director  
Tom Tarkiewicz, City Manager

**SUBJECT:** Public hearing to receive comments and consider approval of changes to §156.003 and §156.224 Donation Bins

**BACKGROUND:** There is growing case law in the area of Donation Bin regulation. After review of the current ordinance, the City Attorney's recommendation was to amend the City's current ordinance to acquire some of the same language that the St. John's ordinance has, due to the fact that St. John's ordinance has already been tested and approved by the federal court. Currently there is only one permit for one donation bin within the City but there have been complaints about the current ordinance. St. John's Collection Bin ordinance closely resembles Marshall's ordinance but there are differences. If Council adopts this ordinance, the differences will include:

- No limit on the amount of licensed bins in the City; however there is a cost to applying for several bins.
- No limit to each bin operator—they may apply for several bins.
- Fees are changing from \$200 per application to \$125 first application, \$100 renewal.
- Stickers are now required on the bins which the City will supply.

It is also suggested that the definitions be pulled out of the over-arching ordinance definitions and into this particular area of the ordinance.

Most things will not change with the new ordinance:

- Permits are still valid for one year.
- Still require pictures, sizes and signage requirements.
- Owner affidavit is still required—this time we are requiring that it be notarized.
- Bins are still not allowed in residential districts.
- The Zoning Board of Appeals still stands as the body to hear appeals.
- Little to no change in the handling of non-compliant bins.

On May 11, 2016, the Planning Commission considered staff and City Attorney suggestions to §156.224 Donation Bins; a public hearing was held the same night as well. There was no public present to speak.

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**MOTION** by Dyer, supported by Meservey, to recommend amendments to §156.003 and §156.224 Donation Collection Bins ordinance to City Council for approval. On a voice vote; **MOTION CARRIED**

**RECOMMENDATION:** After hearing comments, the Planning Commission recommends that Council approve changes to §156.003 and §156.224 Donation Bins.

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

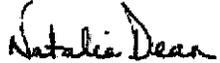
**CITY GOAL CLASSIFICATION:**

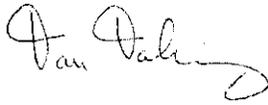
**GOAL AREA I. ECONOMIC DEVELOPMENT**

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

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,

  
Natalie Dean  
Assistant City Manager  
Director of Community Services

  
Tom Tarkiewicz  
City Manager

**CITY OF MARSHALL  
ORDINANCE #-16**

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

THE CITY OF MARSHALL ORDAINS:

**Section 1.** That section **§156.003** of the Marshall City Code, is hereby modified to delete the definitions:

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

***DONATION COLLECTION BIN OPERATOR.*** A person who owns, operates or otherwise is in control of donation collection bins to solicit collections of salvageable personal property.

**Section 1a.** That section **§156.224** of the Marshall City Code, is hereby modified to read:

**A. Intent and definitions.**

(1) The collection boxes ordinance is intended to be a regulatory enactment in the public's health, safety and welfare for the protection of all citizens who use collection boxes. The intent of this collection boxes article is to impose restrictions and conditions on all collection boxes in the city so that they are – and remain – clean and safe and do not create hazards to pedestrians.

(2) Definitions.

(a) *Collection box* means any metal container, receptacle, or similar object that is located on any parcel or lot of record within the city and that is used for soliciting and/or collecting the receipt of clothing, household items or other personal property. This term applies to all such containers regardless of whether the solicitation of property is made by a for-profit or non-profit entity. This term does not include recycle bins for the collection of recyclable material, any rubbish or garbage receptacle or any collection box located within an enclosed building.

(b) *Director* means the Director of Community Services.

(c) *Operator* means a person who owns, operates or otherwise is in control of collection boxes to solicit collections of salvageable personal property.

(d) *Permittee* means a person over 18 years of age or an entity or that is issued a permit authorizing placement of collection box(es) on real property.

(e) *Property owner* means the person or entity that is an owner of real property where the collection box(es) are located.

(f) *Real property, property or land* means a lot of record located in the City of Marshall.

**B. Collection box permit.**

No later than 90 days from the effective date of this article, no person shall place, operate, maintain or allow any collection box on any real property in the City of Marshall without first obtaining an annual permit issued by the department of community services to locate a collection box.

**C. Application for a permit.**

- (1) Any person desiring to secure a permit shall make an application to the department of community services.
- (2) A permit shall be obtained for each collection box(es) proposed. A separate fee shall be paid for each collection box.
- (3) The application for a permit shall be upon a form provided by the department and shall:
  - (a) Be signed by an individual who is an officer, director, member or manager of an entity applicant. The applicant shall furnish the following information:
    - i. Name, address and email of all partners or limited partners of a partnership applicant, all members of an LLC applicant, all officers and directors of a non-publicly traded corporation applicant, all stockholders owning more than five percent of the stock of a non-publicly traded corporate applicant, and any other person who is financially interested directly in the ownership or operation of the business, including all aliases.
    - ii. Date of birth of individuals and date of establishment of an entity or the birthdate of an individual applicant.
    - iii. Whether the applicant has previously received a permit for a collection box in the city or operates a collection box or similar type receptacle without a permit in the city.
    - iv. The name, address, email and telephone number of a contact person for all matters relating to a collection box located in the city.
  - (b) Include the physical address of the real property where the collection box is proposed to be located.
  - (c) Include a scaled drawing sufficient to illustrate the proposed location of the collection box on the real property, the dimensions of the proposed collection box and that the location complies with the requirements of subsection 4.(a)(6) of this Ordinance.
  - (d) Include on a form provided by the director an affidavit from the property owner providing written permission to place the collection box(es) on the property, as well as an acknowledgment from the property owner of receipt of a copy of this article, if the applicant is not the owner of the real property where the collection box is to be placed. For purposes of this subsection, the affidavit and acknowledgment may be executed by an individual who is an officer, director, member or manager of an entity owning the property.
  - (e) Include a nonrefundable fee in an amount established by resolution of city council.
- (4) Within ten days of receiving an application for a permit, the director shall notify the applicant whether the permit is granted or denied. If the director denies an application, the director shall state in writing the specific reasons for denial.
- (5) No person to whom a permit has been issued shall transfer, assign or convey such permit to another person or legal entity.
- (6) A person shall be issued a permit by the director if the requirements of this article are satisfied.
- (7) Upon approval, the City shall provide a permittee with 1 permit sticker for each approved permit. The sticker shall display the local unit's seal, a permit number, and an expiration date. The size of the sticker shall be 4 inches by 4 inches. The color of the sticker shall be the same color that the department of state uses for motor vehicle registration decals for that year. The permittee shall place the sticker in a conspicuous place on the front panel of the textile recycling bin. On request of the

permittee, the local unit shall provide a replacement sticker for a fee of \$10.00 if the original sticker is damaged or lost.

**D. Requirements for a permit.**

- (1) A permittee shall operate and maintain, or cause to be operated and maintained, all collection boxes located in the city for which the permittee has been granted a permit as follows:
  - (a) Collection boxes shall be metal and be maintained in good condition and appearance with no structural damage, holes or visible rust and shall be free of graffiti.
  - (b) Collection boxes shall be locked or otherwise secured in such a manner that the contents cannot be accessed by anyone other than those responsible for the retrieval of the contents.
  - (c) Collection boxes shall have in, at minimum, one-half-inch lettering visible from the front of each collection box the name, address, email, website and phone number of the operator, as well as whether the collection box is owned and operated by a for profit company or a not for profit company. The collection box shall not have information, advertising or logos other than those relating to the operator.
  - (d) Collection boxes shall be serviced and emptied as needed, but at least every 30 days.
  - (e) The permittee and property owner shall maintain, or cause to be maintained, the area immediately surrounding the collection boxes, free from any junk, debris, overflow items or other material. The property owner shall be responsible to the extent provided by law for the city's cost to abate any nuisance.
  - (f) Collection boxes shall:
    - i. Not be permitted on any land used or zoned for residential purposes;
    - ii. Not be permitted on any unimproved parcel, nor where the principal use of the land has been closed or unoccupied for more than 30 days;
    - iii. Not be less than 1,000 feet from another collection box as measured along a straight line from one box to the other. Notwithstanding this separation requirement, up to two collection boxes on a single lot of record are permitted if the two collection boxes are side by side and are no more than one foot apart and are owned by the same permittee;
    - iv. Not exceed seven feet in height, six feet in width and six feet in depth;
    - v. Not cause a visual obstruction to vehicular or pedestrian traffic;
    - vi. Not be placed closer than ten feet from: (i) a public or private sidewalk except that this provision does not apply to a private sidewalk as long as the private sidewalk maintains a five-foot clearance; (ii) a public right-of-way; (iii) a driveway; or (iv) a side or rear property line of adjacent property used for residential purposes;
    - vii. Not cause safety hazards with regard to a designated fire lane or building exit;
    - viii. Not interfere with an access drive, off-street parking lot maneuvering lane and/or required off-street parking space to an extent which would cause safety hazards and/or unnecessary inconvenience to vehicular or pedestrian traffic;
    - ix. Not encroach upon an access drive, off-street parking lot maneuvering lane and/or required off-street parking space; and
    - x. Be placed on a level, hard (asphalt or concrete) paved, dust-free surface.

**E. Term of permit and renewal of permit.**

- (1) The permit year shall begin on July 1 in each year and shall terminate on June 30 of the next calendar year. An annual permit issued between July 1 and June 30 of the subsequent year shall expire on June 30 of the calendar year next following issuance of the permit.
- (2) A collection box permit shall be renewed annually. The application for renewal must be filed not later than 30 days before the permit expires. The application for renewal shall be upon a form provided by the director.
- (3) The director shall either approve or deny the renewal of a permit within ten days of receipt of the complete renewal application and payment of the renewal fee. Failure of the director to act before expiration of the permit shall constitute approval of the renewal of the permit.
- (4) A permit renewal fee set by resolution of the city council shall be submitted with the application for renewal.
- (5) Prior to expiration of the permit, the permittee may voluntarily cancel the permit by notifying the director in writing of the intent to cancel the permit. The permit shall become void upon the director's receipt of a written notice to [of] intent to cancel the permit.
- (6) The director shall approve the renewal of a permit if the director finds that no circumstances existed during the term of the permit which would cause a violation to exist, and that at the time of submission of the application for renewal, or at any time during the renewal of the application for renewal, there were not circumstances inconsistent with any finding required for approval of a new permit. Any permittee whose permit has been revoked shall be denied renewal of the permit for the subsequent calendar year.
- (7) If the permit expires and is not renewed, the collection box(es) must be removed from the real property within a maximum of ten days after expiration of the permit.

**E. Revocation of permit, removal of collection boxes and liability.**

- (1) The director shall have the right to revoke any permit issued hereunder for a violation of this article. Any of the grounds upon which the director may refuse to issue an initial permit shall also constitute grounds for such revocation. In addition, the failure of the permittee to comply with the provisions of this article or other provisions of this Code or other law shall also constitute grounds for revocation of the permit. The director shall provide a written notification to the permittee and property owner stating the specific grounds for a revocation and a demand for correction and abatement. The notice shall allow a maximum of ten days from mailing of the notice to correct or abate the violation. Upon failure to make the correction or abatement, the permit shall be revoked by the director and, thereafter, the permittee shall not be eligible for a permit on the property for the subsequent calendar year.
- (2) Upon revocation, the collection box shall be removed from the real property within ten days and, if not so removed within the time period, the city may remove, store or dispose of the collection box at the expense of the permittee and/or real property owner. All costs associated with the removal of the collection box incurred by the city, or the city's contractor shall be the responsibility of the property owner. If such obligation is not paid within 30 days after mailing of a billing of costs to the property owner, the city may place a lien upon such real property enforceable as a tax lien in the manner prescribed by the general laws of this state against the property and collected as in the case of general property tax. If the same is not paid prior to the preparation of the next assessment roll of the city, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder.
- (3) A permit for a collection box may be revoked if any governmental authority or agency determines that the collection box has violated the Michigan Consumer Protection Act and/or the Charitable Organizations and Solicitations Act.

**F. Appeal to Zoning Board of Appeals.**

Any person aggrieved by the decision rendered by the director in granting or denying an application for a permit under this article or in revoking a permit issued under this article may appeal the decision to the Zoning Board of Appeals. The appeal shall be made by filing a written notice of appeal not later than ten days after receiving notice of the decision of the director with the department of community development setting forth the grounds for the appeal. The Zoning Board of Appeals may grant relief if the applicant presents clear and convincing evidence that there was an error in the decision of the director.

**G. Penalty and remedies.**

- (1) In addition to revocation of permit pursuant to subsection 6, any person violating the provisions of this article is guilty of a civil infraction.
- (2) In addition to the penalty provided in subsection (a) of this section, any condition caused or permitted to exist in violation of the provisions of this article, or any ordinance, shall be deemed a new and separate offense for each day that such condition continues to exist.
- (3) Nothing in this article shall prevent the city from pursuing any other remedy provided by law in conjunction with or in lieu of prosecuting persons under this section for violation of this article.
- (4) The real property owner and permittee shall be jointly and severally liable for each violation and for payment of any fine and costs of abatement.
- (5) No fines shall be imposed for a violation of this article until 90 days after its effective date. All collection boxes existing at the effective date of the article shall apply for a permit as required herein within 30 days of the effective date. Any collection boxes not in compliance with this article after 90 days of the effective date shall be subject to all remedies for violation as provided herein.

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

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

Adopted and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jack Reed, MAYOR

\_\_\_\_\_  
Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on July 18, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

\_\_\_\_\_  
Trisha Nelson, CITY CLERK



**ADMINISTRATIVE REPORT**  
**JULY 18, 2016 - CITY COUNCIL MEETING**

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

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

**SUBJECT:** Comcast Video Service Local Franchise Agreement

**BACKGROUND:** An application from Comcast of California/Connecticut/Michigan (Comcast), per their letter dated July 6, 2016, has been received by the City requesting a 10 year franchise agreement for Comcast to provide video service within the Marshall City limits. The application complies with the requirements of the 2006 State of Michigan Public Act 480 (the Act) which stipulates the requirements and process for a Uniform Video Local Franchise Agreement filing. The franchise agreement grants authority to Comcast to use and occupy the City's public right-of-way in the delivery of video services. A 5% annual fee of Comcast's annual gross revenue derived by Comcast for providing the video service within the City will be paid to the City.

The City has 30 days after the submission date of the application to approve the agreement. The City is also obligated by the Act to allow Comcast to attach to the City's utility poles but a subsequent pole license agreement will be necessary which includes an annual pole rental fee.

**RECOMMENDATION:** It is recommended by staff that the City Council approve entering into a 10 year franchise agreement with Comcast for them to use the city's public right-of-way to provide video service within the Marshall City boundaries and to authorize the City Clerk to sign the agreement.

**FISCAL EFFECTS:** A 5% annual fee of Comcast's annual gross revenues derived from the video service will be treated as revenue to the General Fund.

**ALTERNATIVES:** Suggestions by City Council

**CITY GOAL CLASSIFICATION: GOAL AREA II -- QUALITY OF LIFE**

**Goal Statement:** To achieve and sustain a concentrated effort to promote a vibrant community atmosphere in the Marshall area.

Respectfully Submitted,

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

Tom Tarkiewicz  
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com



*Sent Via UPS*

July 6, 2016

Trisha Nelson, Clerk  
City of Marshall  
323 W. Michigan Ave.  
Marshall, MI 49068

**Re: Michigan Uniform Video Service Local Franchise Agreement**

Dear Ms. Nelson:

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement, enclosed please find two completed Uniform Video Service Local Franchise Agreements along with the necessary Attachment 1s thereto filed on behalf of Comcast of California/Connecticut/Michigan. Kindly return one executed copy of the Agreement to me in the self addressed stamped envelope.

If you have any questions, please contact me directly at 616-575-0479 or Leslie Brogan, Senior Director of Government Affairs, at 517-334-5890. We look forward to continuing to be the company that your residents look to first for the communication products and services that connect them to what's important in their lives.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Snyder", is written over a light blue horizontal line.

Jeffrey Snyder  
Manager of External Affairs  
Comcast, Heartland Region  
3500 Patterson Rd., SE  
Grand Rapids, MI 49512

Enclosure

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

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

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

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

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

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

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

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

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

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a

FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

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

Michigan Public Service Commission  
Attn: Video Franchising  
6545 Mercantile Way  
P.O. Box 30221  
Lansing, MI 48909

Fax: (517) 241-6217

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

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Marshall, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of California/Connecticut/Michigan, a Colorado General Partnership doing business as Comcast.

### **I. Definitions**

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

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

## II. Requirements of the Provider

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

## III. Provider Providing Access

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

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

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

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

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

permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

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

## V. Term

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

## VI. Fees

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

- capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
- iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, 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)(I) in the Act**.

**XV. Notices**

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

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

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

City of Marshall:

---




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Attn:

---

Fax No.:

---

1.  
41112 Concept Dr.  
Plymouth, MI 48170  
Attn: VP of Government Affairs  
Fax No.: 248-233-4719

2.  
600 Galleria Pkwy  
Atlanta, GA 30339  
Attn: Sen. Vice President, Government Relations

3.  
One Comcast Center  
Philadelphia, PA 19103  
Attn: Government Affairs Department

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

**XVI. Miscellaneous**

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

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

**City of Marshall, a Michigan Municipal Corporation**

**Comcast of California/Connecticut/Michigan, a Colorado General Partnership doing business as Comcast**

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



By	Timothy P. Collins
Print Name	Regional Senior Vice President
Title	
Address	41112 Concept Drive
City, State, Zip	Plymouth, MI 48170
Phone	734-254-1525
Fax	248-233-4719
Email	Tim_Collins@cable.comcast.com

**FRANCHISE AGREEMENT** *(Franchising Entity to Complete)*

Date submitted:	
Date completed and approved:	

**ATTACHMENT 1**

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

Date: June 30, 2016			
Applicant's Name: Comcast of Muskegon			
Address 1: 41112 Concept Dr.			
Address 2		Phone: 248-233-4700	
City: Plymouth	State: MI	Zip: 48170	
Federal I.D. No. (FEIN): 84-1140664			

**Company executive officers:**

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

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

Name: Jeff Snyder		
Title: Manager, External Affairs		
Address: 3500 Patterson Ave, SE, Grand Rapids, MI 49512		
Phone: 616-575-0479	Fax:	Email: Jeffrey_Snyder@comcast.com

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

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

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

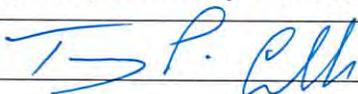
**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

Date: 6/30/2017

**For All Applications:**

**Verification  
(Provider)**

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

Name and Title (printed): Timothy P. Collins, Regional Senior Vice President	
Signature: 	Date: 6-30-2016

(Franchising Entity)

**City of Marshall, a Michigan municipal corporation**

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



**ADMINISTRATIVE REPORT**  
**July 18, 2016 - CITY COUNCIL MEETING**

**TO:** Honorable Mayor and City Council

**FROM:** Kristin Bauer, Director of Public Services  
 Mike Hackworth, Street Superintendent  
 Tom Tarkiewicz, City Manager

**SUBJECT:** Street Reconstruction - Turquoise Trail & N. Park Street

**BACKGROUND:** The City of Marshall receives ACT 51 (Gas Tax) Funds for maintenance of City Local Streets.

Turquoise Trail pavements are in an advanced state of disrepair with a PASER rating of 1, the lowest possible rating. The current road base is, however, in excellent condition and can be reused. Should this street remain in its current condition the base may deteriorate requiring future replacement and additional project costs.

North Park Street is currently rated a 4 on the PASER scale. Streets rated at this level are prime projects for milling and resurfacing projects. Additionally, the city was approached regarding the desire for additional parking on the west side of North Park Street. These bids include the installation of a paved area with curb & gutter for parking, a new sidewalk from the parking area to W. Michigan Ave. and new paving of North Park Street from the bank drive-thru south to Michigan Ave.

Three bids for this work were received on July 11, 2016 and are as follows:

	<u>Turquoise Trail</u>	<u>Park Street</u>	<u>Total</u>
Thompson Construction Co. Coldwater, MI	\$ 34,379.75	\$ 25,965.63	\$60,345.38
American Asphalt Inc. Jackson, MI	\$ 39,885.00	\$ 37,012.50	\$76,897.50
Michigan Paving & Materials Co. Jackson, MI	\$ 55,985.00	\$ 43,443.55	\$99,428.55

Bid prices are based on unit prices and final payments are based on actual quantities placed, and as such contingency funds will be requested for possible quantity overages. The Engineer's estimate was \$71,000.

**RECOMMENDATION:** It is recommended that the City Council approve the bid from Thompson Construction Co. of Coldwater, MI in the amount of \$60,345.38 with a contingency amount of \$9,654.62 for possible additional quantities, for a total project cost of \$70,000.00.

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

**FISCAL EFFECTS:** To authorize a contract in the amount of \$60,345.38 with a contingency amount of \$9,654.62 dispersed from the Capital Outlay budget line item, 203-900-970.00. Funds for Local Street project work was budgeted in FY16-17 Local MVF - CIP.

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

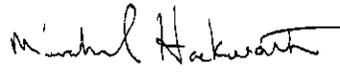
**Goal Statement:** Preserve, rehabilitate, maintain and expand city infrastructure and assets.

**ALTERNATIVES:** As suggested by Council.

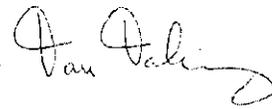
Respectfully submitted,



Kristin Bauer  
Director of Public Services



Mike Hackworth  
Streets Superintendent



Tom Tarkiewicz  
City Manager



**ADMINISTRATIVE REPORT**  
**July 18, 2016 - CITY COUNCIL MEETING**

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** Shearman Park-Site Grading, Sidewalk, Seeding and Lighting

**BACKGROUND:** The City of Marshall received an anonymous donation of \$50,000 and a \$50,000 Cronin Foundation grant for development of the old Shearman Elementary site into a neighborhood park. In the fall of 2015 the city had upgraded and installed some donated playground equipment.

Two bids were received on July 11, 2016 and are as follows:

Parrish Excavating, Inc. Quincy, MI	\$ 124,934.00
TJM Services Allegan, MI	\$ 125,000.00

The city will look to secure additional grants and/or complete in-kind services in order to stay within the current budget of \$100,000.00

**RECOMMENDATION:** It is recommended that the City Council approve the bid from Parrish Excavating, Inc. of Quincy, MI in the amount of \$124,934.00.

**FISCAL EFFECTS:** To authorize a contract in the amount of \$124,934.00 dispersed from the available grant and donations funds. Additional grants and/or in-kind services from city departments will offset the additional \$24,934.00

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

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

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

Kristin Bauer  
Director of Public Services

Tom Tarkiewicz  
City Manager



**ADMINISTRATIVE REPORT**  
**July 18, 2016 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and City Council Members  
**FROM:** Tom Tarkiewicz, City Manager  
**SUBJECT:** Appointment to the Downtown Development Authority/Local Development Finance Authority

**BACKGROUND:** The Downtown Development Authority and Local Development Finance Authority are created under State statutes. The Authorities are established to provide revenues for development of downtowns and industrial areas. Both Authorities are created for development and both are partners with the Marshall Area Economic Development Alliance.

The State statute requires the City Manager to recommend Board appointments. Catherine Yates and JP Walters terms expire on September 15, 2016. They have requested to be reappointed to a term expiring September 15, 2020.

**RECOMMENDATION:** It is recommended that the City Council approve the reappointments of Catherine Yates and JP Walters to the Downtown Development Authority and Local Development Finance Authority for terms expiring September 15, 2020.

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

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,

Tom Tarkiewicz  
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com