



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

October 2, 2017

- 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. **Underground Wire Purchase** **P. 3**
 City Council will consider the recommendation to approve the purchase of underground wire from Power Line Supply of Reed City, MI in the amount of \$82,935.
- B. **Electric Capital Project Budget Change** **P. 4**
 City Council will consider the recommendation to approve the revised 2017-2018 Capital Project Plan with the understanding that the budget of \$540,000 will not be exceeded for the revised plan.
- C. **City Council Minutes** **P. 5**
 Work Session.....Monday, September 18, 2017
 Regular Session.....Monday, September 18, 2017
- D. **City Bills** **P.12**
 Regular Purchases..... \$ 229,172.66
 Weekly Purchases – 9/15/17..... \$ 27,148.81
 Weekly Purchases – 9/22/17..... \$ 16,536.87
 Total **\$ 272,858.340**

Mayor:

Jack Reed

Council Members:

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

- 8) **PRESENTATIONS AND RECOGNITIONS**
 - A. **Red Ribbon Committee**
 - B. **Sister City Committee**
- 9) **INFORMATIONAL ITEMS**
 - A. **Event Report – Homecoming Parade** **P. 16**
 - B. **Event Report – 4th Annual Halloween Hustle** **P. 17**
 - C. **Event Report – Halloween Parade** **P. 18**



10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. FiberNet Project Phase II – Materials P. 19

City Council will consider the recommendation to approve the purchase of the fiber materials from Graybar of St. Louis, MO in the amount of \$79,633.87.

B. FiberNet Project Phase II - Labor Contract P. 20

City Council will consider the recommendation to accept the low bid from Earthcom of Lewiston, MI for the construction of FiberNet Phase II in the amount of \$208,158.31 with a \$21,000 contingency and authorize the City Clerk to sign the contract.

C. FiberNet Customer Service Agreements P. 21

City Council will consider the recommendation to approve the context and implementation of the agreements to ensure proper use and management of the FiberNet system.

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

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

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

Respectfully submitted,

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

Tom Tarkiewicz
City Manager

October 2, 2017

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ADMINISTRATIVE REPORT
October 2, 2017 – CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and Council Members
FROM: Ed Rice, Director of Electric Utilities
Christy Ramey, Purchasing Agent
Tom Tarkiewicz, City Manager
SUBJECT: Purchase of Copper Underground Wire for the
Conversion to Underground Electric lines on North
Kalamazoo Avenue

BACKGROUND: At the July 17, 2017 Council Meeting, it was presented that one of the electric capital improvement projects is converting overhead electric primary lines on North Kalamazoo Avenue from 2.4/4.16 kv voltage to underground 7.2/12.47 kv voltage that will be supplied by the new Brewer Substation. The project began in early August. The largest material acquisition is the underground copper primary wire. Staff put out a request for public sealed bids and the following were received:

<u>Bidder</u>	<u>Total Price</u>
Power Line Supply; Reed City, MI	\$82,935.00
Irby; Eagan, MN	\$83,542.50
Wesco; Daleville, IN	\$83,542.50
Anixter; Mattoon, IL	\$85,050.00
Peak Services; Birmingham, AL	\$105,750.00

RECOMMENDATION: Staff recommends that the Council approve the purchase of underground wire from Power Line Supply, Reed City, Michigan in the amount of \$82,935.

FISCAL EFFECTS: \$150,000 is budgeted for FY18 in the Electric Capital Outlay account, 582-900-970, to cover this expenditure.

ALTERNATIVES: Cease project.

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

Respectfully Submitted,

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

Ed Rice
Edward E. Rice
Director of Electric Utilities

Christy Ramey
Christy Ramey
Purchasing Agent

Tom Tarkiewicz
Tom Tarkiewicz
City Manager



**ADMINISTRATIVE REPORT
OCTOBER 2, 2017 - CITY COUNCIL MEETING**

REPORT TO: Honorable Mayor and Council Members

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

SUBJECT: Electric Capital Project Budget Changes

BACKGROUND: City Council approval is required for any changes to the budgeted capital improvement projects planned for 2018. On January 3, 2017 the City Council approved the city's 2018 to 2023 Capital Improvement Program. Contained in the program was \$1,375,000 for 12 planned 2017/18 electric projects. That amount was reduced, for budget purposes, to \$540,000 for four (4) planned capital improvement projects in 2018 which was approved by the City Council on May 15, 2017. A more detailed analysis has been performed on both CIP and budget approved projects which results in a recommendation to change the budgeted 2017-18 electric capital project plan. The 2017/18 budgeted amount of \$540,000 for capital projects will be maintained for the revised project plan.

Electric Capital Project Budget Changes		
Capital Project	Budget (\$1,000s)	Revised (\$1,000s)
Pole Replacement	40	40
2.4/7.2 kV Circuit Upgrade	150	150
Replace Underground Line	100	0
Kalamazoo River Dam	250	250
Rebuild Water Well #1 at Powerhouse*		25
Replace Engine #6 Cooling Tower Pipes*		25
Substation Relay Replacement*		30
Total	540	520
* In 2018 CIP		

RECOMMENDATION: It is recommended by staff that the City Council approves the revised 2017/18 capital project plan with the understanding that the budget of \$540,000 will not be exceeded for the revised plan.

FISCAL EFFECTS: Budget neutral.

ALTERNATIVES: As suggested by City Council

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

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

IN A WORK SESSION held Monday, September 18, 2017 at 6:00 P.M. in the Training Room of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order.

Present: Council Members: Caron, Costa, Metzger, Mayor Reed, Schurig, and Williams.

Also Present: City Manager Tarkiewicz, Director of Electric Utility Ed Rice, Mike Reen, Joe Smith, and Jim Selby.

Absent: Council Member McNeil.

City Staff updated Council on the status of the Marshall FiberNet project.

Adjourned at 6:55 PM.

Jack Reed, Mayor

Trisha Nelson, Clerk

CALL TO ORDER

IN REGULAR SESSION Monday, August 21, 2017 at 7:00 P.M. in the Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Reed.

ROLL CALL

Roll was called:

Present: Council Members: Caron, Costa, Metzger, Mayor Reed, Schurig, and Williams.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: Council Members McNeil.

Moved Williams, supported Metzger, to excuse the absence of Council Member McNeil. On a voice vote- **MOTION CARRIED.**

INVOCATION/PLEDGE OF ALLEGIANCE

Brandon Crawford of Grace Baptist Church gave the invocation and Mayor Reed led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Metzger, supported Schurig, to approve the agenda with the addition of the Michigan South Central Power Agency Invoice in the amount of \$736,605.15. On a voice vote – **MOTION CARRIED.**

PRESENTATIONS AND RECOGNITION

Willard Ladd, of White Plains, New York-based Development Partners, announced the proposed Marshall Energy Center, a gas-fired power facility in the Brooks Industrial Park. Construction could begin by 2019 and would have two natural gas-powered plants that will together provide 1,000 megawatts with \$400 million invested in each plant.

PUBLIC COMMENT ON AGENDA ITEMS

Mayor Reed read two prepared statements into the record. A letter from Senator Mike Noffs (**Attachment A**) and a letter from Tom Franke (**Attachment B**).

Richard Lindsey, MAEDA Board Representative, gave 100% support of the Marshall Energy Center project and the economic development opportunities for the City and the positive impact in our community. He commented regarding the process and how the LDFA, DDA, MAEDA, and City all worked together on the project to make this happen.

Jason LaForge, Chairman of the DDA, expressed excitement regarding the Marshall

Energy Center Project and to see everyone working together. He feels this will be a strong secure source of power for the future.

CONSENT AGENDA

Moved Metzger, supported Costa, to approve the Consent Agenda:

- A. Minutes of the City Council Regular Session held on Monday, August 21, 2017;
- B. Approve city bills in the amount of \$ 1,324,243.37;
- C. Scheduled a public hearing for Monday, October 2, 2017 to hear public comment on Zoning Amendment #RZ17.05 to rezone 1005 E. Michigan Avenue to FS (Freeway Service);
- D. Schedule a public hearing for Monday, October 2, 2017 to hear public comment on the proposed amendment to the Zoning Ordinance for new principal uses in I-1 and I-2 Districts;
- E. Scheduled a public hearing for Monday, October 2, 2017 to hear public comment on the proposed change to the Zoning Ordinance for Private Road Standards.

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

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Calhoun County Mitigation Plan:

Moved Williams, supported Metzger, to approve the resolution for the City of Marshall to participate with other jurisdictions within the scope of the Calhoun County Mitigation Plan and amend "Section 1" of the resolution to change the word "governed" to "guided". On a roll call vote – ayes: Costa, Metzger, Mayor Reed, Schurig, Williams, and Caron; nays: none. **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2017- 16**

Resolution Adopting the finalized Calhoun County Hazard Mitigation Plan

WHEREAS, the participating jurisdictions of Calhoun County have worked together to develop a strategy known as the Calhoun County Hazard Mitigation Plan to improve disaster resistance in the planning area; AND

WHEREAS, the Federal Disaster Mitigation Act of 2000 (DMA2000) pursuant 44 CFR Part 201 and the Federal Emergency Management Agency (FEMA) require communities to adopt an approved hazard mitigation plan in order to be eligible to receive pre-disaster and post disaster federal funding for mitigation purposes; AND

WHEREAS, the participating jurisdiction has participated in the hazard mitigation plan by the formation of a Mitigation Planning Committee (MPC); AND

WHEREAS, the MPC recommends the formal adoption of the Calhoun County Hazard Mitigation Plan by the passing of this resolution.

Therefore, be it resolved by the City of Marshall that;

Section 1: The participating stakeholder hereby approves and adopts the hazard mitigation plan in its entirety with projects as adopted by the MPC; AND agree to be guided by the Hazard Mitigation Plan attached hereto and incorporated.

Section 2: The participating stakeholder authorizes the appropriate participating officials to pursue funding opportunities for implementation of proposals designated therein; AND will upon receipt of such funding or other necessary resources, seek to implement the actions contained in the hazard mitigation plan.

Section 3: The participating jurisdiction will continue to cooperate and participate in the hazard mitigation planning process, holding regular meetings, including reporting of progress as required by FEMA, the Michigan Emergency Management Agency (MEMA) and the MPC.

The resolution was offered for adoption by Williams, seconded by Metzger.

AYES: Caron, Costa, Metzger, Mayor Reed, Schurig, and Williams.

NAYES: None.

ABSTAINED: None.

This Resolution shall take effect upon adoption.

Dated: September 18, 2017.

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 September 18, 2017 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

APPOINTMENTS/ELECTIONS

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 7:55 p.m.

Jack Reed, Mayor

Trisha Nelson, City Clerk



Michigan Senate

MIKE NOFS

State Senator

19TH DISTRICT
S-132 CAPITOL BUILDING
PO BOX 30036
LANSING, MI 48909-7536
PHONE: (517) 373-2426
TOLL-FREE: (866) 347-8019
FAX: (517) 373-2964
senmnofs@senate.michigan.gov

COMMITTEES:
ENERGY AND TECHNOLOGY, CHAIR
BANKING AND FINANCIAL INSTITUTIONS
APPROPRIATIONS
SUBCOMMITTEES:
STATE POLICE AND MILITARY AFFAIRS, CHAIR
CAPITAL OUTLAY, VICE-CHAIR
GENERAL GOVERNMENT, VICE-CHAIR
HEALTH AND HUMAN SERVICES

September 15, 2017

Marshall City Council
323 W. Michigan Ave
Marshall, MI 49068

Dear Members of the Marshall City Council,

I am writing this letter in support of the construction of the new Marshall Energy Center. As Chair of the Senate's Energy and Technology Committee, I know firsthand the need for reliable and efficient energy production in the State of Michigan, and I am pleased to see the Marshall area embrace this new venture.

Due to changing federal rules, Michigan's electric grid is undergoing many changes. As coal and nuclear plants are phased out, new forms of generation are needed to meet the demand for electricity. The Marshall Energy Center would help meet that need, and it is proof that last session's energy policy (Public Acts 341 and 342 of 2016) is working as intended. Building the Center within Michigan's borders has countless benefits, from capacity and affordability to the creation of Michigan-specific jobs.

Again, it is my pleasure to encourage support of the Marshall Energy Center. It is time for Michigan to embrace new technology and lead the way in our energy future. Please do not hesitate to contact my office with any questions. Thank you.

Sincerely,

MIKE NOFS
State Senator
District 19

Sept. 14, 2017

TO WHOM IT MAY CONCERN:

Word has reached me about a proposal that would develop a modern electric generating station in Brooks Industrial Park. It's a prospect that I welcome wholeheartedly.

I am full support of this proposal, because it is essential for the economic good of this area, primarily Marshall. As I understand the plan, it will provide for hundreds of construction jobs as well as a fair number of permanent, high-tech jobs to run the facility once it is completed.

This is a extremely positive development for our community. There's nothing like having sufficient electrical power in our industrial park and our area to provide sufficient electrical resources for businesses here and outside of Marshall. To my mind, this is all for the economic good of our community, and I encourage the approval of this project so it may go forward immediately.

Development Partners of White Plains, N.Y., who have developed this project, have demonstrated to my mind that they know what they are doing in planning this facility, especially when it comes to treating the surrounding landscape and natural resources in a careful and respectful fashion.

I don't know of any reason why this project should not receive the complete support of the Marshall community, and I hope that others will join me in its support.

Thomas F. Franke
410 N. Eagle St.
Marshall, Mich. 49068
(269) 781-9280
(269) 719-5047

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 09/30/2017 - 10/20/2017
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
17-11975	ACP INTERNATIONAL	UNDERGROUND MARKERS		425.63
179567	AD-VISOR & CHRONICLE	CLASSIFIED: AUTOMOTIVE		15.35
9947246830	AIRGAS USA LLC	CYLINDER RENTAL		111.25
2405	ALL RELIABLE SERVICES	2017/18 ELECTRIC LINE CLEARANCE TREE TRI 2018.008		828.32
87959	ALL-TRONICS INC	QTRLY FIRE ALARM MONITORING 10/01/17 - 1		81.00
87958	ALL-TRONICS INC	MONITORING SERVICE 10/01/17--03/31/18		120.00
15-601468	ARROW UNIFORM	CUST #010198-06		47.52
15-601469	ARROW UNIFORM	CUST #010198-05		30.02
15-601466	ARROW UNIFORM	CUST #010198-04		55.42
15-601461	ARROW UNIFORM	CUST #010198-01		27.47
15-601467	ARROW UNIFORM	CUST #010198-03		153.28
15-601465	ARROW UNIFORM	CUST #010198-02		53.17
15-602650	ARROW UNIFORM	CUST #010198-04		55.42
15-602652	ARROW UNIFORM	CUST #010198-06		47.52
15-602653	ARROW UNIFORM	CUST #010198-05		30.02
15-602645	ARROW UNIFORM	CUST #010198-01		27.47
15-602651	ARROW UNIFORM	CUST #010198-03		153.28
15-602649	ARROW UNIFORM	CUST #010198-02		54.25
249035-19	ASPEN WIRELESS	CISD TO BREWER POINT TO POINT (BACKUP L 2018.036		9,450.00
388-107528-01	AUSTIN-BATTERIES PLUS	13W SPIRAL 4100K		119.76
388-212843	AUSTIN-BATTERIES PLUS	F32T3/850/ENV		171.75
I-048604	BATTLE CREEK RENTAL EQ	SLIT SEEDER/OVER SEEDER		90.00
267494-IN	BEAVER RESEARCH CO	DEGREASER		448.50
91596	BOSHEARS FORD SALES IN	2014 FORD EXPLORER		402.74
91547	BOSHEARS FORD SALES IN	2015 FORD E-450		53.35
3457	BUILDERS' HANDLE AND H	STOREROOM LOCK, CUT KEY		468.73
911GOVAGNCY2017005	CALHOUN COUNTY CONS DI	QUARTERLY DISPATCH PAYMENT	2018.108	28,106.41
911GOVAGNCY2017008	CALHOUN COUNTY CONS DI	2ND QUARTER DISPATCH COMMUNICATION PAYME	2018.116	28,106.41
LOCAL201700000001	CALHOUN COUNTY TREASUR	OSSI REPORT WRITING FEES	2018.111	6,000.00
315124817067984	CAPITAL ONE COMMERCIAL	ACCT #6004-3004-9900-5848		149.12
3538	CB HALL ELECTRIC COMPAI	CARVER PARK		236.00
3534	CB HALL ELECTRIC COMPAI	ELECTRIC WORK FOR NEW FIBER ROOM.	INVOI 2018.102	4,788.80
3537	CB HALL ELECTRIC COMPAI	VEHICLE HOIST AT MRLEC		1,327.00
3535	CB HALL ELECTRIC COMPAI	CITY HALL SERVICE CALL		260.00
3536	CB HALL ELECTRIC COMPAI	AIRPORT MAIN HANGER ELEC UPDATES	2018.099	1,500.00
080317	CITY OF BATTLE CREEK	SUPER BLAST WATERPARK PASSES		717.75
CTCS229916	COLLEGE CHEVROLET BUIC	MAINTENANCE ON BUS #11 (CONVERTOR)	2018.107	3,135.52
987	CROSS LAKE CONSTRUCTIO	REPAIRING WALL AT RICE CREEK	2018.098	45,773.00
94863	CRT, INC	SERVER WARRANTY		1,195.00
71601966	CRYSTAL FLASH MARSHALL	GASOLINE		1,156.89
71602066	CRYSTAL FLASH MARSHALL	DYED DIESEL FUEL	2018.112	1,585.21
143062	D & D MAINTENANCE SUPP	JANITORIAL SUPPLIES		147.40
514344	DARLING ACE HARDWARE	COUPLE PVC 2"		25.80
514399	DARLING ACE HARDWARE	HANGER NAIL		4.99
514053	DARLING ACE HARDWARE	PIPE CUTTER PVC		34.99
514699	DARLING ACE HARDWARE	PAINT		20.98
514242	DARLING ACE HARDWARE	NUTS & BOLTS		12.93
514146	DARLING ACE HARDWARE	WIRE STRIPPER		19.99
514366	DARLING ACE HARDWARE	CATCH ROLLER		3.38
270754	ELHORN ENGINEERING COM	ORTHO PHOSPHATE	2018.009	2,801.00
5927876	ERADICO PEST SERVICES,	MULTI-FAMILY CERTIFICATION DETECTION & T		216.00
S102354931.001	ETNA SUPPLY	REPAIR CLAMP		161.00
MIBAT249782	FASTENAL COMPANY	FUSES		38.84
MIBAT248871CR	FASTENAL COMPANY	RETURNED ITEMS		(283.23)
MIBAT249635	FASTENAL COMPANY	NYLON SCREW		1.41
MIBAT249462	FASTENAL COMPANY	SUPPLIES		111.48
28097	FERGUSON WATERWORKS #3	HDPE REP CLMP		715.00
219061	FIRE EXTINGUISHER SERV	SERVER ROOM WATER MIST EXT & SIGNS		143.00
11047	FUG	MEGAMOUTH BOTTLES		993.75
17-09205	GARAGE DOORS UNLIMITED	SERVICE CALL @ DPW GARAGE		127.00
9555091082	GRAINGER	FILTRATE PUMP MOTOR		310.25
9553764938	GRAINGER	SCRUB BRUSH & SQUEEGEE, WOOD HANDLE		207.26
1501122	GRIFFIN PEST SOLUTIONS	900 S MARSHALL		46.00
20170493	GRP ENGINEERING INC	KALAMAZOO-BREWER CONVERSION 2.4/7.2 CIR 2018.068		3,935.73
9422	GUTTERS R US LLC	ROUND 5 FALL APPLICATION FOR LAWN AT MRL		360.40
2539	HE CLEANS TOO, LLC	JANITORIAL SUPPLIES		351.99
100243-0917	HERITAGE CLEANERS	AUGUST SERVICES		260.75
80179	HERMANS MARSHALL HARDW.	2" COUPLING		7.74
80165	HERMANS MARSHALL HARDW.	BATTERIES, CORDLESS SAWZALL		259.98
80212	HERMANS MARSHALL HARDW.	VACUUMS		599.98
80186	HERMANS MARSHALL HARDW.	SPONGE, LIME AWAY		8.78
80161	HERMANS MARSHALL HARDW.	TOOL ORGANIZER, DUST PAN, GRSD LIGHTNING		234.70
80167	HERMANS MARSHALL HARDW.	PAINT BRUSHES		16.82
80173	HERMANS MARSHALL HARDW.	HOSE NOZZLE, 409, FEBREEZE, SPARKLE, LYS		36.93
10827	HOEKSTRA ROOFING COMPAI	RE-ROOF MARSHALL TURBINE ROOF FROM STORM 2018.115		23,938.00
M23193	IMPACT SOLUTION	DELIVERY CHARGE		7.00
M23150	IMPACT SOLUTION	DELIVERY CHARGE		7.00
ST0000001154	INTERACT PUBLIC SAFETY	RMS SEARCH & LICENSE FILE		300.00
3305	J & K PLUMBING SUPPLY	SLOAN CLST REPAIR KIT		23.89

User: ctanner

EXP CHECK RUN DATES 09/30/2017 - 10/20/2017

DB: Marshall

UNJOURNALIZED

OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
3394	J & K PLUMBING SUPPLY	PVC END CAP		6.10
1069295	JOHNSON, ROSATI, SCHUL	SERVICES RENDERED THROUGH 08/31/17 - MCD		203.00
1069294	JOHNSON, ROSATI, SCHUL	SERVICES RENDERED THROUGH 08/31/17 - GEN		2,220.00
7016	JS BUXTON	LIME	2018.016	1,180.01
180780	K & H CONCRETE CUTTING	CURB CUTTING - S KALAMAZOO BRIDGE		300.00
60993	KEBS INC	CHECK DAM POINTS, TOPOGRAPHICAL		800.00
32062	LAKELAND ASPHALT CORPO	BITUMINOUS AGGREGATES		112.32
32055	LAKELAND ASPHALT CORPO	BITUMINOUS AGGREGATES		219.44
201715.00-2170867	LAWSON-FISHER ASSOCIAT	PERRIN DAM FERC PART 12D INSPECTION AND	2018.062	5,805.60
12894	LEWEY'S SHOE REPAIR	DEKRYGER - BOOT ALLOWANCES		42.00
19572	LOU'S GLOVES INC	GLOVES		172.00
N6737097	MAILFINANCE INC	POSTAGE METER LEASE PAYMENT 07/12/17--10		650.19
32939	MARCOUX ALLEN, P.C.	PROJECT PARTNERS - MARSHALL ENERGY CENTE		5,340.00
8058	MARSHALL WELDING & FAB	FABRICATE & ATTACH WATER BOWL FOR DOGS		225.00
S4187818.001	MEDLER ELECTRIC COMPAN	STARTER		43.54
200003018	MICHIGAN ASSOCIATION O	JAMES SCHWARTZ - CONFRNCE REGISTRATION		230.00
269461	MICHIGAN INDUSTRIAL GA	PERFORMER DLX		306.96
R105005729:01	MIDWEST TRANSIT EQUIP	MENGINE, ROTELLA, FILTER, OIL		338.38
51031578	MSC INDUSTRIAL SUPPLY	BLUE MARKING PAINT		200.64
C51611008	MSC INDUSTRIAL SUPPLY	TRANSFORMER STICKERS		170.28
328943	NATIONAL CENTER FOR HO	RENEWAL 12/11/17 - 12/11/18		95.00
619309	NYE UNIFORM COMPANY	CARGO PANTS, ADD STRIPES		210.38
619315	NYE UNIFORM COMPANY	PANTS		56.50
619310	NYE UNIFORM COMPANY	PANTS, ADD STRIPES		98.50
4788-170428	O'REILLY AUTO PARTS	WIPER BLADES		50.27
2017-76	OERTHERS	STRAW BALE, GRASS SEED		7.89
907491	OFFICE 360	CALENDARS, APT BOOKS		117.44
912221	OFFICE 360	PORTFOLIO		10.19
914013	OFFICE 360	PAPER		65.80
913268	OFFICE 360	SOAP		88.00
1775	PALM TEES	T-SHIRTS, PLAQUE		192.00
117068750	PHYSIO CONTROL	LIFEPAK BATTERIES	2018.076	3,047.07
56180692	POWER LINE SUPPLY	NUTS & BOLTS		885.05
56181188	POWER LINE SUPPLY	COOPER TALON LED FIXTURE- 51W OUR STOC	2018.059	3,432.00
56182696	POWER LINE SUPPLY	MATERIALS FOR NORTH KALAMAZOO CIP CONVE	2018.092	1,992.36
56182795	POWER LINE SUPPLY	LEATHER PROTECTORS		70.00
56182697	POWER LINE SUPPLY	GROUND ROD		314.23
56182700	POWER LINE SUPPLY	P G CLAMP		143.15
56182698	POWER LINE SUPPLY	3 WIRE RACK		689.08
56180698	POWER LINE SUPPLY	T-BRACKET		964.05
56180694	POWER LINE SUPPLY	GRAY SPOOL		59.89
56180695	POWER LINE SUPPLY	INSULATOR DEADEND		272.55
56180697	POWER LINE SUPPLY	PIN POLE TOP 20IN 2-HOLE LEAD 1"		164.88
56180693	POWER LINE SUPPLY	RISER U-GUARD		597.98
56180696	POWER LINE SUPPLY	MATERIALS FOR NORTH KALAMAZOO CIP CONVE	2018.092	2,796.76
56180701	POWER LINE SUPPLY	TRANSFORMER CURRENT 600V 100:5		315.01
56180702	POWER LINE SUPPLY	CLEANER CONTACT		129.85
56180699	POWER LINE SUPPLY	COVER METER SMOKED		71.76
56180700	POWER LINE SUPPLY	WASHERS		53.58
76422	PRINTLINK	PRE & POST TRIP INSPECTION/REPAIR ORDERS		149.90
202487	STANLEY LAWN & GARDEN	TIRE TUBES		31.88
8046278972	STAPLES ADVANTAGE	WHITEBOARD, RUBBERBANDS,		60.55
1451	STETLER CONSTRUCTION	WELL & SEPTIC PERMIT, PERK TEST		675.00
4246	SUPER CAN INDUSTRIES,	GAUGE		51.10
MAR5393	TIRE CITY TIRE PROS	TIRES		389.56
ALB5561	TIRE CITY TIRE PROS	2015 FORD VAN		472.26
MAR5420	TIRE CITY TIRE PROS	TIRES, STRUTS, BALL JOINTS	2018.101	1,612.89
MAR5397	TIRE CITY TIRE PROS	DART #15 TIRES		138.88
1763	TWO DUCKS, INC.	SHEARMAN PARK PAVILION CONCRETE	2018.100	8,373.00
12161	U.S. LAWNS OF KALAMAZO	2017 LAWN MOWING AT VARIOUS BUILDINGS JU	2018.056	1,782.00
12128	U.S. LAWNS OF KALAMAZO	2017 LAWN MOWING AT VARIOUS BUILDINGS JU	2018.056	2,472.00
EO-04-2017	WARREN ENERGY SOLUTION	ENERGY OPTIMIZATION REPORTING		150.00
47707	WEST MICHIGAN LAWN SER	SPRINKLER SYSTEM SERVICE CALL		3,024.77
68859	ZIEBART	LINER FOR 2018 F150		464.95
GRAND TOTAL:				229,172.66

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 10/01/2014 - 09/15/2017
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
269781907009-17	A T & T	269 781-9070 573 1		77.86
269781444709-17	A T & T	269 781-4447 749 4		281.28
269781981509-17	A T & T	269 781-9815 267 0		3,899.83
269789901109-17	A T & T	269 789-9011 599 1		92.46
09/13/2017	BOOTEN, WAYNE & VALEN	UB refund for account: 2900360037		82.40
082617	CARPENTER'S GREENHOUS	SNAP & DUFB TOKENS REDEEMED		7.00
2550998476-0917	CHEMICAL BANK SOUTH	HSA ACCT #2550998476 RAMEY, CHRISTY		720.00
091517	CORELOGIC REAL ESTATE	PROPERTY TAX REFUNDS		11,148.89
091117	CRYSTAL MOUNTAIN	HOTEL ACCOMMODATIONS FOR CONFERENCE		406.26
3	DEAN TRAILWAYS OF MIC	56 SEAT MOTORCOACH FOR MACKINAW TRIP O 2018.083		2,505.42
082617	EICHER'S BAKERY	SNAP & DUFB TOKENS REDEEMED		10.00
090817	FIRST PRESBYTERIAN CH	REFUND OVERPAYMENT		130.00
090617	FREDS, TOM	TREE TRIMMING PHONE REIMBURSEMENT		10.60
082617	GREAT SCOTT ICE CREAM	SNAP TOKENS REDEEMED		10.00
1501121, 1511720	GRIFFIN PEST SOLUTION	323 W MICHIGAN AVE		66.00
091517	GROUP FIVE MANAGEMENT	PROPERTY TAX REFUND - OVERPAYMENT		376.91
091217	JOHNSON, DAVE	MEALS		10.00
82130231059095-091	LOWES BUSINESS ACCOUN	ACCT #821 3023 105909 5		187.88
131623003900	MARSHALL COMMUNITY CU	P/N 13-16-230-039-00 PROPERTY TAX REFUN		1,598.70
3661-0817	MARSHALL COMMUNITY CU	3661 - SLABY		975.11
09/13/2017	MARTIN, KYLE & DORNAN	UB refund for account: 3204960036		61.81
09/13/2017	MARTINEZ, JACOB & ENG	UB refund for account: 3004230027		68.75
M 08-17	MICHIGAN SOUTH CENTRA	NATURAL GAS - AUGUST		230.32
082617	MILLERS COUNTRY ACRES	SNAP & DUFB TOKENS REDEEMED		20.00
090717	MMEA	MMEA CONFERENCE - ED RICE		250.00
082617	MODERN DINOSAUR FARM	SNAP & DUFB TOKENS REDEEMED		10.00
082617	MY BROTHER'S FRUIT	SNAP & DUFB TOKENS REDEEMED		19.00
09/13/2017	O'DELL, ROSEMARY	UB refund for account: 3100990009		59.48
082617	OLD MCDONALD'S FARM	SNAP & DUFB TOKENS REDEEMED		8.00
1767	PALM TEES	T-SHIRTS		1,033.00
083117	SEARS, THERESA	TRAVEL REIMBURSEMENT		99.24
081817	SEARS, THERESA	TRAVEL REIMBURSEMENT		47.88
082417	SEARS, THERESA	TRAVEL REIMBURSEMENT		74.90
091117	SEARS, THERESA	REIMBURSEMENT OF MH LIBRARY DECORATIONS		157.27
091117	SEGALL, CLAUDINE	CDL REIMBURSEMENT		80.00
082617	SNICKS FARM	DUFB TOKENS REDEEMED		10.00
09/13/2017	STOCKS, TIMOTHY & JUL	UB refund for account: 2705380011		46.25
082617	THE CHEESE PEOPLE	SNAP PROGRAM REIMBURSEMENT		24.00
082617	TOLLGATE GARDENS	SNAP & DUFB PROGRAM REIMBURSEMENT		5.00
9792009047	VERIZON WIRELESS	ACCT #987146080-00001		887.48
10040764-0917	WOW! INTERNET-CABLE-P	ACCT #010040764		1,359.83
GRAND TOTAL:				27,148.81

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
287238047810X09111	AT&T MOBILITY	ACCT #287238047810		68.71
071517	BABCOCK, CLIF	FARMERS MARKET ENTERTAINMENT		35.00
PERMIT APP	CALHOUN COUNTY ROAD C	ROAD BORE PERMIT APPLICATION		150.00
2550568279-0917	CHEMICAL BANK SOUTH	HSA ACCT #2550568279 TANNER, CYNTHIA		1,530.00
2550996785-0917	CHEMICAL BANK SOUTH	HSA ACCT #2550996785 JOHNSON, DAVID		630.00
070817	DIXON, DAVE	FARMERS MARKET ENTERTAINMENT		35.00
7018274-0917	EARTHLINK BUSINESS	ACCT #0007018274		68.41
SEARS, THERESA	ENERCO CORP	BOILER TREATMENT - SEARS, THERESA		65.00
09/20/2017	FAZEKAS, BRIAN	UB refund for account: 401740001		106.26
070117	HAAN, DAVID	R&D PROJECT ENTERTAINMENT		35.00
09/21/2017	HARRINGTON, PAUL	UB refund for account: 3200720047		153.35
091317	JOSH LANKERD	TRAVEL EXPENSE		37.51
092217	JUSTICE FENCE	PERMIT REFUND - 609 SIBLEY LANE - KOTEL		25.00
092217	LERETA, LLC - CENTRAL	P/N 13-53-004-080-00 TAX REFUND - DUPLI		3,150.00
1004-0517	MARSHALL COMMUNITY CU	1004 - SCHWARTZ		560.08
9156-0917	MARSHALL COMMUNITY CU	9156 - MILLER		727.00
9784-0917	MARSHALL COMMUNITY CU	9784 - BARTLETT		576.70
1004-0917	MARSHALL COMMUNITY CU	1004 - SCHWARTZ		187.92
7617-0917	MARSHALL COMMUNITY CU	7617 - RAMEY		165.70
7681-0917	MARSHALL COMMUNITY CU	7681 - TARKIEWICZ		142.16
091517	NASH, WILL	TRAVEL EXPENSE REIMBURSEMENT		31.92
790004405582930709	NEOFUNDS BY NEOPOST	7900 0440 5582 9307		3,000.00
16665	POWERDMS	ACCREDITATION REPORTING SYSTEM	2018.104	2,662.50
091817	SEGALL, CLAUDINE	SOS FEE FOR CDL LICENSE		18.00
09/20/2017	STATEN, JEFF & BLAKEL	UB refund for account: 2001550035		64.72
113151	TELNET WORLDWIDE	ACCT #8948		2,265.93
091117	UPRIGHT, CINDY	MEAL		10.00
072217	ZUCK, JIM	FARMERS MARKET ENTERTAINMENT		35.00
GRAND TOTAL:				16,536.87

EVENT REPORT

EVENT: Marshall Public Schools Homecoming Parade

EVENT LOCATION: Downtown Marshall

SPONSOR: Marshall High School Athletic Department

EVENT DATE: Friday, October 06, 2017

EVENT TIMEFRAME: 3:30p – 5:30p

MDOT PERMIT REQUIRED: Yes

MDOT PERMIT GRANTED: Yes

ROAD CLOSURE DETAIL: Michigan Avenue between Mulberry and Gordon Street

ROAD CLOSURE TIMEFRAME: 4:30p – 5:30p

EVENT CLOSURE DETAIL: Michigan Avenue will be closed for the time the parade route is on Michigan Ave. Kalamazoo will be closed at Green Street to the south and at Mansion Street to the north. Marshall Street will be closed between East Street and Michigan Ave. Roads will open as the end of the parade passes those intersections.

DETOUR DETAIL: Westbound traffic will be detoured onto Gordon Street and then westbound onto Green Street. They will continue westbound on Green Street to Eagle St. They will turn south on Eagle to Hanover St. West on Hanover St. to Sycamore St. They will then go south to Michigan Ave. Eastbound traffic will be detoured onto Eagle St. to Green St. They will go east on Green St to Gordon Street. They will go south on Gordon to Michigan Ave.

EVENT DETAIL: Participants of the homecoming parade will stage Michigan Ave between Mulberry Street and the Fountain Circle. The staging will begin at 4:00p. The parade will begin at 4:30p. The parade follows Michigan Ave. to Marshall St. Marshall St. to the Marshall High School student parking lot.

PARKING PROHIBITION: Green and Hanover Streets for detour routes.

COUNCIL NOTIFICATION DATE: October 02, 2017

EVENT REPORT

EVENT: 4rd Annual Halloween Hustle

EVENT LOCATION: Arms Street behind Southern Michigan Bank & Trust

SPONSOR: Marshall United Way

EVENT DATE: Sunday, October 22, 2017

EVENT TIMEFRAME: 11:30am Registration / Race Starts 1:00pm

MDOT PERMIT REQUIRED: No

MDOT PERMIT GRANTED: NA

ROAD CLOSURE DETAIL: Limited road closures. Arms Street between SMB&T and N. Fountain Street to be closed from 11:30am – 4:00pm.

ROAD CLOSURE TIMEFRAME: 11:30am – 4:00pm

EVENT CLOSURE DETAIL: Closure will be used for participant registration, starting and finishing.

DETOUR DETAIL: No posted detours. Runners will be escorted by Marshall Police and Fire. Major intersections will be monitored and have traffic control to assist runners.

EVENT DETAIL:

10K: Runners go west on Arms St. to West. They go north on West to F Drive. East on F Drive into Walters Drive subdivision. They come out onto Kalamazoo south onto Mansion St. They continue on the 5K route from there.

5K: Runners run east on Arms Street to Fountain Street. Go north of Fountain to Verona Rd. Go east on Verona onto Mansion St. Continue east on Mansion to S. Gordon St. Turn north on Gordon St. to Prospect St. Turn West on Prospect to Verona Rd. Continue west on Verona to Fountain St. Turn south onto Fountain to Arms St. Finish line is at SMB&T.

1K: Runners will go on Arms St. to Sherman Drive. They will go north onto Deerfield St. and then loop back onto Sherman Drive to Arms St and back to the start/finish line.

PARKING PROHIBITION: No parking on Arms St.

COUNCIL NOTIFICATION DATE: October 02, 2017

EVENT REPORT

EVENT: Children's Costume Event

EVENT LOCATION: Marshall City Hall
Michigan at Kalamazoo

SPONSOR: Marshall Fire Department

EVENT DATE: Saturday, October 28, 2017

EVENT TIMEFRAME: 10:00a – 11:00a

MDOT PERMIT REQUIRED: NO

MDOT PERMIT GRANTED: NA

ROAD CLOSURE DETAIL: N/A

ROAD CLOSURE TIMEFRAME: N/A

EVENT CLOSURE DETAIL: N/A

DETOUR DETAIL: N/A

EVENT DETAIL: The annual costume event lines up at Marshall City Hall and the children and parents walk east to Carver Park. Once they reach Carver Park, they then walk the downtown to collect treats from the downtown merchants. This is a chance for our children to show off their costumes and have some treats and pull some tricks with our merchants.

PARKING PROHIBITION: N/A

COUNCIL NOTIFICATION DATE: October 2, 2017



ADMINISTRATIVE REPORT
October 2, 2017 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and Council Members

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

SUBJECT: FiberNet Project Phase II Materials

BACKGROUND: The City Council approved the construction and commissioning of the new FiberNet Project at its regular meeting on March 20, 2017. The construction of the "backbone ring" (Phase I) was approved by the City Council on June 19, 2017 and is now nearing completion. The next planned phase (Phase II) consisting of the construction of approximately 33% of the aerial laterals and spurs off the backbone ring is now ready for implementation.

Requests for Proposals (RFPs) were: 1) issued to 12 qualified fiber optic material suppliers; and 2) advertised in the Advisor-Chronicle for the materials required for the construction of Phase II of the project. Only two (2) bids were received due to the suppliers diverting their materials to repair damages caused by the hurricanes in Texas and Florida. There will be several other additional phases forthcoming for the project that will also require city council approval for materials associated with those phases. The following bids were received:

Graybar	St. Louis, MO	\$79,633.87
Power & Tel Supply	Memphis, TN	\$87,005.75

RECOMMENDATION: It is recommended that the City Council approve the purchase of the fiber materials from Graybar of St. Louis, MO in the amount of \$79,633.87.

FISCAL EFFECTS: The total FiberNet Project Cost-Benefit Analysis construction budget of \$2,460,357 remains achievable.

ALTERNATIVES: 1) Suggestions by City Council

CITY GOAL CLASSIFICATION: GOAL AREA IV: INFRASTRUCTURE
Preserve, rehabilitate, maintain and expand city infrastructure and assets.
**Fiber to the Premise – High Speed Internet*

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



ADMINISTRATIVE REPORT
October 2, 2017 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and Council Members
FROM: Ed Rice, Director of Electric Utilities
Tom Tarkiewicz, City Manager
SUBJECT: Labor Contract for the FiberNet Project-Phase II

BACKGROUND: The City Council approved the construction and commissioning of the new FiberNet Project at its regular meeting on March 20, 2017. The construction of the "backbone ring" (Phase I) was approved by City Council on June 19, 2017 and is now nearing completion. The next planned phase (Phase II) consisting of the construction of approximately 33% of the aerial laterals and spurs off the backbone ring is now ready for implementation.

Requests for Proposals (RFPs) were: 1) issued to 14 qualified fiber contractors; and 2) advertised in the Advisor Chronicle for the construction of Phase II of the project. Only two (2) bids were received due to contractors diverting their labor to repair damages caused by the hurricanes in Texas and Florida. There will be several other additional phases forthcoming for the project that will also require council approval for labor and materials associated with those phases.

This labor and equipment contract will provision service to 1425 customers, with 570 expected to actually take FiberNet service. The following bids were received:

Earthcom, Inc.	Lewiston, MI	\$208,158.31
AmComm	Brighton, MI	\$434,528.00

RECOMMENDATION: It is recommended that the City Council accept the low bid from Earthcom of Lewiston, MI for the construction of FiberNet Phase II in the amount of \$208,158.31 with a \$21,000.00 contingency and authorize the City Clerk to sign the contract.


FISCAL EFFECTS: The total FiberNet Project Cost-Benefit Analysis and construction budget of \$2,460,357 remains achievable.

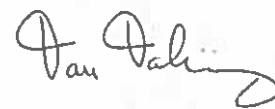
ALTERNATIVES: 1) Suggestions by City Council

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


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


Tom Tarkiewicz
City Manager



**ADMINISTRATIVE REPORT
OCTOBER 2, 2017 - CITY COUNCIL MEETING**

REPORT TO: Honorable Mayor and Council Members
FROM: Ed Rice, Director of Electric Utilities
Mike Reen, FiberNet Marketing Manager
Tom Tarkiewicz, City Manager
SUBJECT: Fiber-To-The-Premise Customer Service Agreements

BACKGROUND: The City Council approved the construction and implementation of the FiberNet Project at its regular meeting on March 20, 2017. FiberNet customers will, in the near future, be connecting to the internet system and will be required to sign various service agreements, prior to the activation of their FiberNet service. The agreements include a "Terms and Conditions of Service" and an "Acceptable Use Policy" which define the proper use of the city's FiberNet system. These agreements are necessary to ensure the proper security, management and compliance with state and federal laws for subscriber internet use. Violation of either of the agreements could lead to a termination of FiberNet service or, if severe, prosecution under state or federal law. Also, a "Renter Authorization" will be required for rental property FiberNet connections which must be signed by an authorized property representative.

These three (3) agreements have been reviewed for use by legal counsel for the City of Marshall. The agreements are attached.

RECOMMENDATION: It is recommended that the City Council approve the context and implementation of the agreements to ensure proper use and management of the FiberNet system.

FISCAL EFFECTS: Establishes policies that enhance revenue capture from FiberNet subscribers.

ALTERNATIVES: 1) As suggested by City Council

CITY GOAL CLASSIFICATION: GOAL AREA IV: INFRASTRUCTURE
Preserve, rehabilitate, maintain and expand city infrastructure and assets.
**Fiber to the Premise – High Speed Internet*

Respectfully Submitted,

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

Michael Reen
FiberNet Marketing Manager

Tom Tarkiewicz
City Manager

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Marshall FiberNet

ACCEPTABLE USE POLICY

Contents

- I. Introduction
- II. Violation of this Acceptable Use Policy
- III. Prohibited Uses and Activities
- IV. Customer Conduct
- V. Network Management
- VI. Contact Information

This document, Marshall FiberNet Acceptable Use Policy ("AUP"), governs the use of internet related services provided by Marshall FiberNet. All contractual terms also apply.

I. INTRODUCTION

In this AUP, "Service(s)" refers to any internet related service you receive from Marshall FiberNet or its affiliates including but not limited to, High Speed Internet Access, Dedicated Internet access, Managed Service, web hosting, data center hosting, Enterprise hosting, or Unified Messaging. **By using any Service you agree to abide by and be bound by the terms and conditions of this AUP.** This AUP may be revised by - Marshall FiberNet at any time through a posting on the MFN website www.MarshallFiberNet.com.

II. VIOLATION OF THIS ACCEPTABLE USE POLICY

Violation of this AUP may result in Marshall FiberNet taking actions ranging from a warning to a suspension of privileges or termination of Services. Marshall FiberNet may, but is under no obligation to: (i) provide you with advance notice of an AUP violation via e-mail or otherwise; or (ii) request that such violation be immediately corrected prior to taking action. Marshall FiberNet

reserves the right to act immediately and without notice to suspend or terminate Services: (i) in response to a court order or other legal requirement that certain conduct be stopped; or (ii) when Marshall FiberNet determines, in its sole discretion that the conduct may:

- Expose Marshall FiberNet to sanctions, prosecution or civil action;
- Cause harm to or interfere with the integrity or normal operations of Marshall FiberNet's networks or facilities;
- Interfere with another person's use of Marshall FiberNet services or the Internet;
- Damage or disparage the reputation of Marshall FiberNet or its services; or
- Otherwise present a risk of harm to Marshall FiberNet or Marshall FiberNet's customers or their employees, officers, directors, agents, or other representatives.

Marshall FiberNet may: (i) refer potential violations of laws to the proper authorities; (ii) cooperate in the investigation of any suspected criminal or civil wrong doing; and (iii) will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. Marshall FiberNet assumes no obligation to inform you that your information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. Marshall FiberNet shall not be liable for any damages of any nature suffered by you or any other customer, user, or third party resulting in whole or in part from Marshall FiberNet exercise of its rights under this AUP.

III. PROHIBITED USES AND ACTIVITIES

General Use Policy

You are responsible for complying with the AUP. You are also responsible for the actions of others who may be using the Services under your account. You must respond in a timely manner to complaints concerning the Services. If Marshall FiberNet is alerted or otherwise becomes aware of violations or potential violations of this AUP, Marshall FiberNet will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

Abuse of e-mail; Spamming

Mass e-mailing and "mail-bombing" (sending mass e-mail or deliberately sending excessively large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by type of account and the use. Forging e-mail headers (transmission information) is prohibited. Using another computer, without authorization, to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin is prohibited. Use of e-mail to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-mail, is a violation of this AUP and Marshall FiberNet reserves the right to seek damages and other available relief against you and/or any third parties as applicable. For purposes of this AUP, such violations are determined by Marshall FiberNet in its sole discretion.

No Resale/Sharing of Services

You are prohibited from reselling the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by your Business Services Agreement.

For residential accounts, you agree that you will not make the Services available to anyone other than your family and household guests. For business accounts, except as provided in an applicable Business Services Agreement, you agree that you will not make the Service available to anyone other than your business or your business' authorized employees.

IV. CUSTOMER CONDUCT

Facilitating a Violation of this AUP

You are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.

Illegal Activity; Tortious Conduct

Any use of the Services to violate any local, state or federal law or regulation also violates this AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
- Using the Services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (e.g., phishing);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through e-mail or USENET postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that Marshall FiberNet determines in its sole discretion to be harmful to its subscribers, operations, or networks;
- Making fraudulent offers of products, items or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of Marshall FiberNet.

Third Party Rules

You may have access through the Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, social networking sites or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. Marshall FiberNet reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

V. NETWORK MANAGEMENT

Marshall FiberNet may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations prescribed by Marshall FiberNet.

Network Security

It is your responsibility to ensure the security of your network and your equipment that connects to the Services. You are required to take all necessary steps to secure and manage the use of the Services in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability.

Failing to secure your system against abuse or fraudulent activity is a violation of this AUP. You are responsible for configuring and securing your network and the Services to prevent unauthorized access to your systems and/or the Marshall FiberNet network. You are also responsible for any fraudulent activity that may occur due to your failure to secure your network and the Services. You will be responsible if unknown third parties utilize the Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. You may not, through action or inaction (e.g. failure to secure your network), allow others to use your network for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines.

Responsibility for Content

You are responsible for any content you offer or receive through the Service.

Password Security

If applicable, your password provides access to your individual account. It is your responsibility to keep your password secure. You are responsible for any and all access to or use of the Services through your account. Attempting to obtain another user's account password is prohibited.

Web Hosting and Data Center Hosting Surveillance

Marshall FiberNet performs routine surveillance of its networks in connection with any web hosting, data center hosting, or related services. Although Marshall FiberNet will not, as an ordinary practice, proactively monitor your activities for violations of this AUP, there may be instances in which Marshall FiberNet, through its routine surveillance, finds violations of this AUP and reserves the right to take whatever action it deems appropriate in its sole discretion.

VI. CONTACT INFORMATION

Contact for Reporting Abuse

Any party seeking to report a violation of this AUP may contact Marshall FiberNet via e-mail at: Admin.fibernet@cityofmarshall.com

Contact for Copyright Infringement

Marshall FiberNet complies with the Online Copyright Infringement Liability Limitation Act of 1998, 17 USC 512 ("Act"). As required by the Act, we have a policy that reserves our right to terminate services to subscribers who repeatedly infringe copyrights. If we receive a determination that any subscriber or account holder has infringed another's copyright through the use of the Marshall FiberNet system or network, Marshall FiberNet reserve the right to terminate service to the subscriber after receiving notice of any further copyright infringement by that subscriber. Marshall FiberNet accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Customer Service Manager
Marshall FiberNet
900 S. Marshall Ave.
Marshall MI, 49068
Admin.fibernet@cityofmarshall.com

If you are renting your house or apartment, authorization is required from your landlord or an authorized agent before we can proceed with any installation or service changes. Please (1) print the attached form, (2) ask your landlord to sign it, and (3) give it to the technician at the time of installation. This completed authorization form is required for the initial installation and if you are adding any new service outlets or moving existing service outlets only.

Renter Authorization

In order to establish high speed Internet service with Marshall FiberNet, customers residing in a rental property must complete this form and arrange for the homeowner or property manager to authorize the installation of such services by signing below.

Customer / Renter Information

Customer Name:	Date:
Account Address:	
Home Phone:	Work Phone:

Homeowner Information

Homeowner Name:	
Homeowner Address:	
Home Phone:	Work Phone:

By signing below, homeowner or authorized representative authorizes Marshall FiberNet to enter the property for the purposes of installing/maintaining/removing high speed Internet to the rental property described above. Homeowner/representative acknowledges that installation of such service(s) may require Marshall FiberNet to bury fiber or other facilities and/or attach optical network units, wiring, brackets and other hardware to the property's exterior or interior. Homeowner also acknowledges that Marshall FiberNet is not responsible for removal of such hardware, nor is Marshall FiberNet responsible for restoring the property to its original condition upon termination of the account.

Homeowner Name (Please Print)

Homeowner Signature

**Marshall FiberNet
Terms and Conditions of Service**

By signing this work order for broadband services ("Services") provided by City of Marshall FiberNet Department (hereafter referred to as "MFN") and its affiliates and subsidiaries, you acknowledge that you are at least 18 years of age and legally authorized to agree to the following terms and conditions of service:

1. **TERMS AND CONDITIONS OF SERVICE AND BILLING PROCEDURES.** The items listed below outline the terms and conditions of service, billing procedures and relationship between you, the Customer and MFN regarding the provision of the MFN selected Services. Customer agrees to be bound by all the terms and conditions contained herein. Customer's signature hereon evidences the agreement and certifies acknowledgement of the Terms and Conditions of Service Agreement in its entirety.
2. **SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services set forth on this work order. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by MFN including but not limited to charges for installation (if required and agreed to in advance), Equipment, Services provided on a per-channel or per-program basis, and all applicable local, state or federal fees, taxes and surcharges.
3. **LATE/OTHER CHARGES.** You understand that MFN may impose an administrative late fee ("Late Fee") for each month's charges not paid when due. The Late Fee is intended to be a reasonable advance estimate of costs to manage past due accounts. Some examples of costs incurred to manage past due accounts include the additional expense associated with preparing additional bill statements, processing Customer's service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and performing necessary field work to collect past due accounts. MFN does not extend credit to our Customers and the Late Fee is not interest, a credit service charge or a finance charge. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including Late Charge, before service is restored. If your check is returned for insufficient funds, we may impose a service charge up to \$40.00. If you have not paid amounts due within 30 days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, you agree to pay to us, in addition to other amounts due, all reasonable agency and attorneys fees that we incur, including without limitation, court costs.
4. **OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** "Equipment" includes all Equipment installed in or on your premises by MFN including, without limitation, ONT's, modems, routers, and wiring. This equipment and other MFN property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the sole and exclusive property of MFN. Customer assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the units by MFN or return of the units by Customer. You agree to pay any Equipment Security Deposits associated with the Service. Upon termination of service for any reason, you agree to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to MFN within 5 days of the termination. Customer shall be liable to MFN for the full replacement cost of any unreturned or damaged Equipment.

You understand and agree that any deposit account may be used to offset the cost of any unreturned or damaged Equipment.
5. **TAMPERING/MISUSE/LOST/STOLEN.** You shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from your premises and used in another location without MFN approval. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the Equipment.
6. **TERMINATION OF SERVICE BY CUSTOMER.** You may terminate Service by providing us at least 24 hours advanced notice. You may terminate Service through the website or by telephone. Account holders are liable for all Services rendered by us up to the time the account has been de-activated and MFN has received all Equipment.

7. **THEFT OF SERVICE.** The receipt of Services without MFN authorization is a crime. You understand that the law prohibits: 1) theft or unauthorized use of service and 2) willful damage, alteration or destruction of Equipment. You can be subject to both civil and criminal penalties for such conduct. Customer shall not intercept, receive, share or assist in the interception, receipt, or sharing of any Service offered by MFN without the prior written authorization of MFN. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from MFN.
8. **TERMINATION OF SERVICE BY MFN.** MFN will give you ten (10) days' prior written notice of a disconnection of all or part of your Service, except if the disconnection is requested by you; is necessary to prevent theft of service; or is necessary to reduce or prevent signal loss. Once your bill is ten (10) days' past due, MFN may disconnect your Service. Upon termination for any reason, MFN may charge additional fees on any unpaid balance. MFN reserves the right to continue billing for services through the end of the billing cycle and until all Equipment has been returned. You understand and agree that any deposit account may be used to offset any outstanding balance and or the cost of any unreturned or damaged Equipment. Further, you understand and agree that MFN may charge your credit card on file at termination of Service in the amount of any outstanding balance and/or for the cost for any unreturned or damaged Equipment, in accordance with applicable law
9. **CHANGES IN SERVICE/CHARGES.** MFN may change Services and charges, including deleting Services and will give you thirty (30) days' prior written notice of increases to subscription fees or other changes in charges or Services in conformity with applicable law. You acknowledge that the content, programs and/or formats of the Services may be discontinued, modified or changed by MFN at any time without prior notice.
10. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided to you at the address where MFN's installation is performed. Customer may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without MFN' prior written consent.
11. **SERVICE AND REPAIRS.** MFN will make reasonable efforts to maintain the system and respond to service calls in a timely manner. MFN will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is your sole responsibility and you must reimburse MFN for the cost of repair or replacement.
12. **ACCESS ON PREMISES.** By entering into this Agreement, you hereby grant to MFN a license to enter upon your premises to construct, install, maintain, inspect and/or replace outlets, and all other Equipment necessary to provide Services. If you are not the owner of the premises, you warrant that you have authority to grant such a license to MFN or that you have obtained the consent from the owner of the premises for MFN to make the installation and maintenance contemplated by the Work Order. Furthermore, as the owner of the premises at which the Services are provided, you will, upon request, grant to MFN a perpetual easement without charge on and through my premises to construct, install, maintain, inspect and/or replace outlets, transmission lines and all other Equipment necessary to provide Services to yourself and others and from time to time check for signal leakage.
13. **COMPLIANCE WITH AGREEMENT.** MFN reserves the right to suspend performance or terminate Service for the breach of any of these terms and conditions or its policies related to the Services.
14. **PARENTAL CONTROL.** Parental control feature tools are commonly available for public use and are not the responsibility of MFN.
15. **CORRESPONDENCE.** PLEASE SUBMIT ALL WRITTEN CORRESPONDENCE TO: Customer Service Manager, Marshall FiberNet, 900 S. Marshall Ave., Marshall, MI 49068.
16. **PRIOR ACCOUNTS.** Customer warrants that no monies are owing to MFN from previous accounts with MFN. If MFN finds a prior account with Customer with monies owed to MFN, then MFN may apply any funds received to that prior account.
17. **AMENDMENT.** MFN may amend these terms and conditions of the Agreement, on a prospective basis, upon reasonable prior written notifications to you.
18. **NOTIFICATIONS.** You acknowledge receipt of an Acceptable Use Policy (AUP) as required by federal law.

19. **CUSTOMER WARRANTIES.** You represent and warrant that you are at least 18 years of age and are legally authorized to enter into this Agreement. You warrant that you are legally empowered to authorize MFN to enter upon the premises for the purposes set forth in this Agreement, including but not limited to: (a) placing fiber optic transmission lines near or adjacent to the current locations of other utilities on the property; (b) attaching wiring and equipment to a structure; and (c) installing, maintaining, repairing, or disconnecting Service.
20. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** MFN SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. MFN DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. a.) MFN makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder. b.) Limitation of Liability. MFN shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of MFN, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails. c.) Customer Exclusive Remedy. MFN's entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by MFN of any obligation MFN may have under these Terms and Conditions shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall MFN' liability to Customer for any claim arising out of this Agreement exceed the amount paid by Customer during the preceding thirty (30) day period.
21. **CUSTOMER INDEMNIFICATION.** YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS MFN, THE CITY OF MARSHALL, AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE MFN FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY MFN IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) YOUR USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.
22. **SERVICE INTERRUPTIONS.** MFN assumes no liability for interruption of Service or alterations in service due to circumstances beyond MFN's control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. MFN will restore service within seventy-two (72) hours after you report a service interruption or other problem if the cause was not beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather.
23. **INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which Internet access data may be transferred between MFN's facilities and the network interface device at your home, office or apartment building. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer's modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond MFN' control. Actual internet speeds vary due to many factors including the capacity or performance of your computer or modem and its configuration, your wiring and any wireless configuration, your destination and traffic on the Internet internal network or other factors at the internet site with which you are communicating, congestion on the network and the general speed of the public internet. The actual speed may affect your on-line experience including ability to view streaming video and speed of downloads. Except as otherwise provided by law, we reserve the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.
24. **INTERNET USE.** You understand that use of the Marshall FiberNet Internet Service is subject to our Acceptable Use Policy, as may be amended from time to time, which can be found at www.marshallfibernet.com, or may be requested by contacting MFN (900 S. Marshall Ave, Marshall MI 49068). You assume all responsibility and liability for the security of information on your personal devices, including but not limited to your computer, and information you transmit or receive through the Services. We have no responsibility and we disclaim any liability for the security of any information on your personal devices, or the security or accuracy of any information or data transmitted or received through the Services. We have no responsibility and we disclaim any liability for unauthorized access by third persons to your personal devices, files, or data or any loss or destruction of your files or data.

BY EXECUTING BELOW YOU UNDERSTAND AND AGREE WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS WORK ORDER.

SIGN: _____

Technician Sign: _____

PRINT NAME: _____

Technician name _____

DATE: _____

ADDRESS: _____

EMAIL: _____

THIS IS AN IMPORTANT CONTRACT DOCUMENT. PLEASE RETAIN THIS AND ALL ACCOMPANYING DOCUMENTS AND STORE THEM WITH YOUR OTHER IMPORTANT PAPERS