

# City of Plainwell



Rick Brooks, Mayor  
Lori Steele, Mayor Pro-Tem  
Brad Keeler, Council Member  
Todd Overhuel, Council Member  
Roger Keeney, Council Member

Department of Administration Services  
211 N. Main Street  
Plainwell, Michigan 49080  
Phone: 269-685-6821  
Fax: 269-685-7282  
Web Page Address: [www.plainwell.org](http://www.plainwell.org)

“The Island City”

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## AGENDA City Council Monday October 9, 2017 7:00 PM

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary – 09/25/2017 Regular Meeting**
6. **General Public Comments**
7. **County Commissioner Report / Presentations**
8. **Agenda Amendments**
9. **Mayor's Report**
10. **Recommendations and Reports:**
  - A. **Special Event Permit 2017-13 – Community Tree Lighting & Parade**  
Council will consider approving the annual permit for the Community Tree Lighting on December 1 and the Holiday Parade on December 2, 2017.
  - B. **Resolution 17-21 – Renewal of Uniform Video Service Local Franchise Agreement**  
Council will consider adopting a resolution to renew the franchise agreement with Charter Communications and allow the City Manager to execute all related documents.
  - C. **DPW – Flat Work on North Anderson Street**  
Council will consider approving a project with Grand Valley Concrete Construction for \$16,150.00 to add 2,452 sq. ft. of 4” sidewalk on North Anderson Street.
  - D. **DPW – Russet Street Pavement Patch**  
Council will consider approving a project with Wyoming Asphalt & Paving Inc. for \$3,775.00 to repair a section of Russet Street.
11. **Communications:** The August 2017 Public Safety Report, the September 2017 Investment and Fund Balance Reports, and the DRAFT 09/12/2017 DDA-BRA-TIFA Minutes.
12. **Accounts Payable - \$95,995.57**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Note: All public comment limited to two minutes, when recognized please rise and give your name and address

The Island City  
Plainwell is an equal opportunity provider and employer

**MINUTES**  
**Plainwell City Council**  
**September 25, 2017**

1. Mayor Brooks called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Scott Fenner of Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Brooks, Mayor Pro-Tem Steele, Councilman Keeler, Councilman Overhuel and Councilman Keeney. Absent: None.
5. Approval of Minutes/Summary:  
**A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes and Summary of the 09/11/2017 regular meeting. On voice vote, all voted in favor. Motion passed.**
6. General Public Comments: None
7. County Commissioner Report / Presentations: None.
8. Agenda Amendments: None.
9. Mayor's Report: None.
10. Recommendations and Reports:
  - A. Community Development Manager Siegel reported to Council about the volunteer efforts to put on the Fall Festival, which includes Pumpkins in the Park, Arts & Eats and a bevy of activities on that Saturday in October. This annual event is well attended.  
**A motion by Steele, seconded by Keeler, to approve Special Event Permit 2017-10 – Fall Festival (Pumpkins in the Park). On a voice vote, all in favor. Motion passed.**
  - B. Superintendent Pond reported the need to replace the organic mulch in the Water Renewal Bio-Filter. The mulch will be coming directly from the Renewed Earth facility near Otsego and spread with specialized conveyers.  
**A motion by Keeler, seconded by Keeney, to approve the project with Superior Ground Cover Inc. to install and spread organic mulch at the Water Renewal Plant for a total project cost of \$5,312.00. On a roll-call vote, all in favor. Motion passed.**
11. Communications:
  - A. **A motion by Steele, seconded by Overhuel, to accept and place on file the August 6, 2017 Planning Commission Minutes. On a voice vote, all in favor. Motion passed.**
12. Accounts Payable:  
**A motion by Keeler, seconded by Keeney, that the bills be allowed and orders drawn in the amount of \$51,238.62 for payment of same. On a roll call vote, all in favor. Motion passed.**
13. Public Comments  
None.
14. Staff Comments

Superintendent Pond reporting new painting at all of the tanks, using summer help.

Superintendent Updike updated Council on the timing of the paving project and that Renewed Earth is taking some of the leaves at the DPW facility for use in its operations.

Community Development Siegel briefed Council on the redevelopment of the city's website, which is slated to go-live on November 10. She also noted that the new Industrial Park Help-Wanted Sign is up and looks great. She noted several upcoming events including the Scarecrow Stroll Contest.

Director Bomar reported on the department's participation on 40 fire and lockdown drills during the school year at all of the Plainwell Community School buildings within the city limits. He also noted several upcoming projects.

Clerk/Treasurer Kelley reported that the auditors are nearing completion of the June 2017 financial statements.

15. Council Comments: None.

16. Adjournment:

**A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:17 PM. On voice vote, all voted in favor. Motion passed.**

Minutes respectfully  
Submitted by,  
Brian Kelley  
Clerk/Treasurer

**SUMMARY**  
**Plainwell City Council**  
**September 25, 2017**

1. Mayor Brooks called the regular meeting to order at 7:00 PM in Council Chambers at City Hall.
2. Invocation given by Scott Fenner at Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Brooks, Steele, Keeler, Overhuel and Keeney. Absent: None.
5. Approved Minutes/Summary of 09/11/2017 regular meeting.
6. Approved Special Event Permit 2017-10 – Fall Festival (Pumpkins in the Parks).
7. Approved organic mulch for the Water Renewal bio-filter from Superior Ground Cover Inc. for \$5,312.00.
8. Accepted and placed on file the August 6, 2017 Planning Commission Minutes.
9. Approved Accounts Payable for \$51,238.62.
10. Adjourned the meeting at 7:17 pm.

Submitted by,  
Brian Kelley  
Clerk/Treasurer

# Allegan County Board of Commissioners



County Services Building  
3283 – 122<sup>nd</sup> Avenue  
Allegan, MI 49010  
269-673-0203 Main Office  
269-686-5331 Main Fax  
<http://www.allegancounty.org>

**Dean Kapenga, Chairman**  
**Tom Jessup, Vice Chairman**

## BOARD OF COMMISSIONERS MEETING – AGENDA

Thursday, September 14, 2017 – 1PM  
Board Room – County Services Building

**DISTRICT 1**  
Dean Kapenga  
616-218-2599  
dkapenga@  
allegancounty.org

9AM

### DISCUSSION ITEMS:

1. Blue Star Trail–Jeanne Van Zoeren, President (*2014 commissioners agreed to fund non-motorized Blue Star Trail upon completed of Phase II, estimated 2022 and cost of about \$26,000; Tabled decision for specific information; passed unanimously*)
2. 2018 Draft Budget (*Reviewed 2018 budget \$30,032,247 1.2% less than 2017*)
3. 2018 Draft Capital (*Discuss 20 projects*)
4. Collective Bargaining Agreements Update (closed session possible) (*Discuss; passed unanimously*)
5. Administrative Update (*Discuss; passed unanimously*)

**DISTRICT 2**  
Jim Storey  
616-848-9767  
jstorey@  
allegancounty.org

**DISTRICT 3**  
Max R. Thiele  
269-673-4514  
mthiele@  
allegancounty.org

1PM

### CALL TO ORDER:

**OPENING PRAYER:** Commissioner Gale Dugan

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**COMMUNICATIONS:** Attached

**APPROVAL OF MINUTES:** Attached

August 24, 2017

**PUBLIC PARTICIPATION:** (*Request commissioners use microphones*)

**ADDITIONAL AGENDA ITEMS:**

**DISTRICT 4**  
Mark DeYoung  
616-681-9413  
mdeyoung@  
allegancounty.org

**DISTRICT 5**  
Tom Jessup  
269-637-3374  
tjessup@  
allegancounty.org

### CONSENT ITEMS:

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (9/1/17 & 9/8/17 & 9/15/17) (*\$257,877.18, \$128,058.67, \$933,083.03; passed unanimously*)

**DISTRICT 6**  
Gale Dugan  
269-694-5276  
gdugan@  
allegancounty.org

### ACTION ITEMS:

1. Facilities Management-create Janitor Position (160-008) to spend 80-90% time in Courthouse and sheriff dept. (*passed unanimously*)
2. September 28, 2017 Hearing for Budget *passed unanimously*

**DISTRICT 7**  
Don Black  
269-792-6446  
dblack@  
allegancounty.org

#### Mission Statement

“The Allegan County Board of Commissioners shall plan, develop, and evaluate the necessary policies and resources to ensure our county continues to progress and prosper”

## **DISCUSSION ITEMS:**

1. Environmental Health Services Update (*Tabled until November 9, 2017 to develop an action plan; passed 6-1 Thiele*)
  2. Public Health—modify Soil Erosion and Sedimentation Control Permit Fee Schedule(159-605) TABLED 8/10/17 (*Modify fee structure from original January 1, 2006; passed unanimously*)
  3. Facilities Management—create Janitor Position (160-008) (*; passed 5-1 Thiele*)
  4. Board of Commissioners—modify 2017/2019 ACAP Collective Bargaining Agreement (*Confirm agreement; passed unanimously*)
  5. Resolution—Authorize Joining Wayland Township/Amicus Brief (*; passed 6-1 Thiele*)
- 

## **APPOINTMENTS:**

### **ELECTIONS:**

1. Economic Development Commission:
  - Utilities Representative—new 1 year term
  - Private Sector Representative—new 1 year term
2. Parks Advisory Board:
  - One Representative—new term
3. Commission on Aging:
  - Member At-Large Representative—term expires 12/31/19

### **PUBLIC PARTICIPATION:**

### **FUTURE AGENDA ITEMS:**

### **REQUEST FOR PER DIEM/MILEAGE:**

### **BOARDS AND COMMISSIONS REPORTS:**

### **ROUND TABLE:**

- District-1-Dean Kapenga-*(Nothing)*
- District-2-Jim Storey-*(Nothing)*
- District-3-Max R. Thiele-*(Nothing)*
- District-4-Mark DeYoung-*(Nothing)*
- District-5-Tom Jessup-*(Nothing)*
- District-6-Jon C. Campbell-*(Nothing)*
- District-7-Don Black-*(Replacement of personal property tax formulation from cities of Plainwell, Allegan, Holland? Selkirk Lake Association. )*

District #7 Commissioner (616) 920-2875 Don Black Synopsis-September 14, 2017

*(Comments in italics are my opinions and interpretation of the Commission meeting and actions)*

## ***Character***

*"You can not dream yourself into a character; you must hammer and forge yourself [into] one."*

*- James A. Froude*

**DJOURNMENT:** Next Meeting - Thursday, September 28, 2017, 1:00PM @ **BOARD ROOM – COUNTY SERVICES BUILDING, COUNTY SERVICES COMPLEX.**

# Allegan County Board of Commissioners



County Services Building  
3283 – 122<sup>nd</sup> Avenue  
Allegan, MI 49010  
269-673-0203 Main Office  
269-686-5331 Main Fax  
<http://www.allegancounty.org>

**Dean Kapenga, Chairman**  
**Tom Jessup, Vice Chairman**

## BOARD OF COMMISSIONERS MEETING – AGENDA

Thursday, September 28, 2017 – 1PM  
Board Room – County Services Building

**\*REVISED #1 – 9/26/17**

**DISTRICT 1**  
Dean Kapenga  
616-218-2599  
dkapenga@  
allegancounty.org

9AM

### DISCUSSION ITEMS:

1. \*2018 Proposed Budget (*Discussed*)
2. Collective Bargaining Agreements Update (closed session possible) (*No changes*)
3. Administrative Update (*Discussed*)

**DISTRICT 2**  
Jim Storey  
616-848-9767  
jstorey@  
allegancounty.org

1PM

### CALL TO ORDER:

**OPENING PRAYER:** Commissioner Jim Storey

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**PUBLIC HEARING:** 2018 Budget

**APPROVAL OF MINUTES:** Attached

September 14, 2017

**PUBLIC PARTICIPATION:** (*Gentleman contracted illness from a wild cat and complained to animal control and was offended by officer. Complained about lacking of handicap parking spaces in various areas in Allegan County.*)

**ADDITIONAL AGENDA ITEMS:**

**APPROVAL OF AGENDA:**

**PRESENTATIONS:**

**PROCLAMATIONS:**

**INFORMATIONAL SESSION:**

Prosecuting Attorney—Roberts Kengis

**ADMINISTRATIVE REPORTS:**

**DISTRICT 3**  
Max R. Thiele  
269-673-4514  
mthiele@  
allegancounty.org

**DISTRICT 4**  
Mark DeYoung  
616-681-9413  
mdeyoung@  
allegancounty.org

**DISTRICT 5**  
Tom Jessup  
269-637-3374  
tjessup@  
allegancounty.org

**DISTRICT 6**  
Gale Dugan  
269-694-5276  
gdugan@  
allegancounty.org

### CONSENT ITEMS:

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (9/22/17 & 9/29/17) (*\$373,255.88, \$308,695.13; passed unanimously*)

### ACTION ITEMS:

1. \*Child Care Fund—approve FY2018 Budget Plan (161-442) (*\$4,620,125-some little changes-electronically reimbursed billings; passed unanimously*)
2. Board of Commissioners—oppose Senate Bill 386 of 2017 (161-002) (*“....386 would undermine the tax collection process state-wide”, Sally Brooks, Allegan County Treasurer ; passed unanimously*)

**DISTRICT 7**  
Don Black  
269-792-6446  
dblack@  
allegancounty.org

#### Mission Statement

“The Allegan County Board of Commissioners shall plan, develop, and evaluate the necessary policies and resources to ensure our county continues to progress and prosper”

3. County of Allegan—2018 General Appropriations Act (*Budget discussion and action on October 12, 2017; passed unanimously*)
4. Selkirk Lake Board appointment (*Appointed Don Black to Lake Board; passed unanimously*)
5. \*Van Buren Grant RE: Palisades Closure (*Allegan County supports Van Buren apply for Economic Development Grant and plant will be operated until 2022; passed unanimously*)

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**DISCUSSION ITEMS:**

1. Law Enforcement Update (*Discussed millage-considered Headlee roll-back; passed unanimously*)
- 

**NOTICE OF APPOINTMENTS & ELECTIONS:**

1. Board of Canvassers (E):
  - Two Republican Party Representative—term expires 10/31/17 (*Ron Zeigler, Carolyn Ladenburger*)
  - Two Democratic Party Representative—term expires 10/31/17 (*Joe Ziolkowski, Dermot Putnam*)

**PUBLIC PARTICIPATION:**

**FUTURE AGENDA ITEMS:**

**REQUEST FOR PER DIEM/MILEAGE:**

**BOARDS AND COMMISSIONS REPORTS:**

**ROUND TABLE:**

- District-1-Dean Kapenga-*(Nothing)*
- District-2-Jim Storey-*(Nothing)*
- District-3-Max R. Thiele-*(Nothing)*
- District-4-Mark DeYoung-*(Nothing)*
- District-5-Tom Jessup-*(Nothing)*
- District-6-Jon C. Campbell-*(Nothing)*
- District-7-Don Black-*(Nora Balgoyen Williams left EDC and Michelle Krcatovich will carry the torch. I have a meeting scheduled with her 10/18/17 to continue meeting as I did with previous Director.)*

District #7 Commissioner (616) 920-2875 Don Black Synopsis-September 28, 2017  
*(Comments in italics are my opinions and interpretation of the Commission meeting and actions)*

***Character***

*“He who lies for you will lie against you.” Benjamin Franklin*

*“He who steals for you will steal from you.” Benjamin Franklin*

**ADJOURNMENT:** Next Meeting - Thursday, October 12, 2017, 7:00PM @ **BOARD ROOM – COUNTY SERVICES BUILDING, COUNTY SERVICES COMPLEX.**





Permit No: **2017-13**

Please complete this application to request a special event permit. Applications are processed in 21-30 days. If the application is approved, a permit will be mailed to the applicant. If the application is not approved, the applicant will be notified by phone. There is a \$5.00, non-refundable, administrative processing fee.

**Applicant Information:**

<b>Sponsoring Organization:</b>	
<b>Contact Name:</b> Chris Haas	<b>Email:</b> Haaschris@live.com
<b>Address:</b> 472 E. Bridge St.	
<b>Daytime Phone:</b> 685-3152	<b>Evening Phone:</b> same

**Event Information:**

**Type of Event:** Community Christmas Tree Lighting Dec. 1st @ 7:00p.m.  
 Plainwell Christmas Parade Dec. 2nd @ 1:00p.m.

**Describe in Detail the Activities Planned:**

Lighting of Community Christmas Tree & traditional walk of downtown.

Annual Plainwell Christmas Parade

**Location in Which Event will be Held:**

Friday, Dec.1st @ 7:00p.m. Tree lighting at end of W. Bridge St. & traditional walk of downtown.

Saturday Dec. 2nd. @1:00p.m. Plainwell Christmas Parade & visit with Santa @ Design Street

	<b>Date</b>	<b>Time</b>	<b>Day of Week</b>
<b>Setup</b>			
<b>Event Starts</b>			
<b>Event Ends</b>			
<b>Dismantle</b>			

**Number of People Expected to Attend the Event:** Both events are dependent on weather for their turnouts. Numbers are hard to guess.

**Event Details:**

Is event sponsored by a nonprofit organization?	YES	<input checked="" type="radio"/> NO
Will participants or spectators be charged an admission fee?	YES	<input checked="" type="radio"/> NO
Will there be alcohol for sale?	YES	<input checked="" type="radio"/> NO
Will there be food for sale?	YES	<input checked="" type="radio"/> NO
Will there be merchandise for sale?	YES	<input checked="" type="radio"/> NO
Will there be a vendor participation fee?	YES	<input checked="" type="radio"/> NO
Do you have insurance?	YES	<input checked="" type="radio"/> NO
Will any items be distributed?	<input checked="" type="radio"/> YES	<input checked="" type="radio"/> NO
Will the event be advertised? If so, how? Shoppers guide/flyers/posters	<input checked="" type="radio"/> YES	<input checked="" type="radio"/> NO
Does the event require on-site security?	YES	<input checked="" type="radio"/> NO
Does the event require on-site medical service?	YES	<input checked="" type="radio"/> NO
Does the event require street closure? If so, indicate route See attached	<input checked="" type="radio"/> YES	<input checked="" type="radio"/> NO
Do you plan to have sound amplification?	YES	<input checked="" type="radio"/> NO
Is electrical power required (for sound amplification, lighting, etc)?	<input checked="" type="radio"/> YES	<input checked="" type="radio"/> NO

If yes, please show items on a site plan and describe how power is to be provided.

- Portable generator
- PGE temporary power service
- Other, please describe Tree lights are placed on tree & powered by city.

**Tents or Structures**

Are you installing or constructing any structures, including buildings, climbing structures, stages, tents, canopies, etc.? YES  NO

If yes, please show structures on a site plan (attach). Also, please describe type, size and number of structures.

Permittees shall be responsible for the procurement of and payment for any electrical energy used during the event.

Permittees are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of a permittee's failure to clean and/or restore the site following the event will be borne by the permittee.

As the applicant, I hereby agree to abide by the terms set forth in this application and the ordinances of the City of Plainwell, I understand the failure to do so may lead to the cancellation of the event, or the denial of future permit applications.

Yes, I agree to the above terms       No, I do not agree to the above

Send this application to:

The City of Plainwell  
141 N. Main Street  
Plainwell, MI 49080

## Event Street Closures

**Tree lighting**—W. Bridge St. from Park St. to Plaza with Tree. Including Alley between Design Street & Campbell's Pharmacy, during the lighting after event will reopen.

**Plainwell Christmas Parade:** Route is as follows: From First St. south on Main St. to Grant. West on Grant to Park St. North on Park St. to W. Bridge. Some of parade entrants will turn west and some will turn east and continue to Design Street.

There is no changes from past years planned at this time. The city will be updated should the need arise or additional events take place.

**RESOLUTION 17-21**  
**RENEWAL OF UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT**

**WHEREAS**, Public Act 480 of 2006 (the "Act") requires video service providers to obtain a franchise from a municipality by means of a Uniform Video Service Local Franchise Agreement ("Uniform Franchise"); and

**WHEREAS**, the Michigan Public Service Commission ("MPSC") on January 30, 2007 issued an Order that provided a Uniform Franchise form; and

**WHEREAS**, the Act provides City of Plainwell (the "Municipality") fifteen (15) business days from the date an application for a Uniform Franchise is filed with the Municipality to respond as to the completeness of the Uniform Franchise; and

**WHEREAS**, the Act provides the Municipality thirty (30) days from the submission date of a complete application for a Uniform Franchise in which to act to approve the Uniform Franchise; and

**WHEREAS**, the Municipality wishes to memorialize that there were two (2) public, educational and governmental access channels in actual use on an incumbent video provider's system in the Municipality on the effective date of the Act, January 1, 2007; and

**WHEREAS**, the Municipality has determined that it must designate an official to whom it delegates the authority to respond to, complete, sign and approve Uniform Franchise applications in order to meet the deadlines under the Act, including establishing the video service provider franchise fees and fees to support public, educational and governmental access facilities and services provided for in Uniform Franchises, and taking all actions related thereto; and

**WHEREAS**, the Municipality desires to provide such official with guidance on such fees; and

**WHEREAS**, the Municipality does not intend that by approving a Uniform Franchise that it shall be waiving rights, nor does it understand that the Act or the MPSC Order so requires.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the City of Plainwell designates and delegates to the City Manager and special counsel full authority to respond to, complete and approve Uniform Franchise applications, and take all actions related thereto; and

**BE IT FURTHER RESOLVED** that the foregoing authority includes the authority to determine within the statutory deadlines whether the Uniform Franchise as submitted is complete, and having the authority to sign it indicating approval of the Municipality; and

**BE IT FURTHER RESOLVED** that a fee of 5% of gross revenues from video service providers is hereby established as the annual video service provider franchise fee, which is also the fee paid to the Municipality by CC Michigan, LLC d/b/a Charter Communications, the incumbent video provider with the largest number of subscribers in the Municipality, under its existing cable franchise with Municipality, with the City Manager having the authority to modify

such fee, if appropriate; and

**BE IT FURTHER RESOLVED** that it is hereby memorialized that there were two (2) public, educational and governmental access channels in actual use on an incumbent video provider's system in the Municipality on the effective date of the Act, January 1, 2007; and

**BE IT FINALLY RESOLVED** that no approvals, deemed approvals under the Act or signature of the City Manager on a Uniform Franchise shall be construed or understood to be a waiver by the Municipality of its police powers; rights it may possess under the Act, Michigan law, the Michigan Constitution, or federal law; or right to challenge or modify a Uniform Franchise if the Act in whole or in part is amended by the legislature or overturned by the courts.

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED October 9, 2017

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Brian Kelley, City Clerk/Treasurer  
City of Plainwell, County of Allegan

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Plainwell, County of Allegan, State of Michigan, at a regular meeting held on October 9, 2017.

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

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

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

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

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

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

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

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

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

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

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

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

Fax: (517) 284-8200

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

# UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Plainwell, a Michigan municipal corporation (the "Franchising Entity"), and CC Michigan, LLC, a Delaware Limited Liability corporation doing business as Charter Communications.

## I. Definitions

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

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



## II. Requirements of the Provider

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

## III. Provider Providing Access

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

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

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

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

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

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

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

## V. Term

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

## VI. Fees

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

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G.** The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A.** The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

## VIII. PEG Fees

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

## IX. Audits

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

## **X. Termination and Modification**

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

## **XI. Transferability**

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

## **XII. Change of Information**

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

## **XIII. Confidentiality**

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

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

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

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

**XV. Notices**

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

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

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

**City of Plainwell:**

211 N. Main Street

Plainwell MI 49080

269-685-6821

Attn: City Manager

Fax No.:

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

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

**XVI. Miscellaneous**


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

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

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

**CC Michigan, LLC, a Delaware Limited Liability corporation doing business as Charter Communications**

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
**City Manager**  
Address \_\_\_\_\_  
**211 N. Main Street**  
City, State, Zip \_\_\_\_\_  
**Plainwell MI 49080**  
Phone \_\_\_\_\_  
**269-685-6821**  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
**Paul D. Abbott**  
Title \_\_\_\_\_  
**Vice President, Local Government Affairs**  
Address \_\_\_\_\_  
**12405 Powerscourt Drive**  
City, State, Zip \_\_\_\_\_  
**St. Louis, MO 63131**  
Phone \_\_\_\_\_  
**774-243-9738**  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

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

Date submitted:
Date completed and approved:



# ATTACHMENT 1

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: August 30, 2017		
Applicant's Name: CC Michigan, LLC, dba Charter Communications		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 38-2558446		

### Company executive officers:

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

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

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

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

The area provided service is in the City of Plainwell, MI. Upon request, Charter Communications shall provide route maps showing the location of the Cable System, to Municipality, access to "as-built" maps, and updated route maps to reflect any changes. Municipality shall give Grantee a minimum of 48 hours notice of the request to view "as-built" maps, unless there exists an emergency situation requiring earlier viewing. Charter Communications' local office and engineering contact information (engineering drawings/"as-built" map address) is listed below.

This information also applies to 24 hour emergencies:

Keith Schierbeek-Director of Field Operations  
1433 Fulton Street  
Grand Haven, MI 49417  
Phone: 616-607-2302  
email: keith.schierbeek@charter.com

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

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


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

Date: N/A

**For All Applications:**

**Verification  
(Provider)**

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

Name and Title (printed): Vice President, Local Government Affairs	
Signature: 	Date: 8/30/2017

**(Franchising Entity)**

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

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
**City Manager**  
Address \_\_\_\_\_  
**211 N. Main Street**  
City, State, Zip \_\_\_\_\_  
**Plainwell MI 49080**  
Phone \_\_\_\_\_  
**269-685-6821**  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Date \_\_\_\_\_

# City of Plainwell



“The Island City”

Rick Brooks, Mayor  
Lori Steele, Mayor Pro-Tem  
Todd Overhuel, Council Member  
Brad Keeler, Council Member  
Roger Keeney, Council Member

Department of Public Works  
126 Fairlane Street  
Plainwell, Michigan 49080  
Phone: 269-685-9363  
Fax: 269-685-7278  
Web: [www.plainwell.org](http://www.plainwell.org)

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Date: October 5, 2017

To: Erik Wilson, City Manager  
City of Plainwell  
211 N. Main Street  
Plainwell, MI 49080

From: Rick Updike, Public Works Superintendent  
City of Plainwell  
126 Fairlane  
Plainwell, MI 49080

Re: Sidewalk work in 200 Block of N. Anderson

The Department of Public Works recently accepted quotes for 2452 square feet of sidewalk work in the 200 Block of N. Anderson. Two contractors; Grand Valley Concrete Construction of Grand Rapids and Proline Concrete Company of Dorr quoted the work. The Department of Public Works normally does concrete work in the City but the amount of concrete necessary and the timing of the work make it necessary to use an outside contractor on this job.

The quotes are as follows;

Grand Valley	\$16,150.00
Proline	\$18,528.00

I recommend Council accept the quote of \$16,150 from Grand Valley Concrete Construction of Grand Rapids.



**GRAND VALLEY**  
CONCRETE

**Grand Valley Concrete Construction**

1491 Parkland Tr  
Grand Rapids, MI 49534  
616-826-7238

# Proposal

Date	Estimate #
10/2/2017	108

Name / Address
Plainwell DPW

<b>Project</b>

Description	Qty	Rate	Total
2452 sqft of 4 inch sidewalk with ada plates		16,150.00	16,150.00
Valid for 30 days			
<b>Total</b>			\$16,150.00

Terms	
-------	--

Accepted By: \_\_\_\_\_



# Proposal

**PROLINE CONCRETE CO.**  
4185 Proline Court – Suite A  
Dorr, Michigan  
(616) 877-5212  
(616) 877-7408 FAX

<b>PROPOSAL SUBMITTED TO</b> City Of Plainwell	<b>PHONE</b> 616-437-4127	<b>DATE</b> 10-2-17
<b>STREET</b> Bannister Street	<b>JOB NAME</b> Ace Hardware	
<b>CITY, STATE, ZIP CODE</b> Plainwell, MI	<b>JOB LOCATION</b> Plainwell, MI	
<b>ARCHITECT</b> Richard Postema	<b>DATE OF PLANS</b> 9-21-17	

We hereby submit specifications and estimates for:

**Bid includes the following for the above mentioned location:**

1. 2,452 SF x 4" sidewalk
2. Supply and Install 4 ADA Plates
3. Miss lance dirt work

**Totals for Sidewalk**

**\$18,528.00**

**\*No testing, staking, joint sealants, PW,**

**CONDITIONS:** Subgrade must be within 1". Price does not include: concrete pumping charges unless indicated winter pour charges, concrete testing, soil testing, permits, and inspections.

**WE PROPOSE** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Eighteen Thousand Five Hundred Twenty Eight and 0/100** dollars (**\$ 18,528.00**)

Payment to be made as follows:

**Billings to be paid within 30 days of invoice date**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature Brad Iverson

Note: The proposal may be  
withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# City of Plainwell



“The Island City”

Rick Brooks, Mayor  
Lori Steele, Mayor Pro-Tem  
Todd Overhuel, Council Member  
Brad Keeler, Council Member  
Roger Keeney, Council Member

Department of Public Works  
126 Fairlane Street  
Plainwell, Michigan 49080  
Phone: 269-685-9363  
Fax: 269-685-7278  
Web: [www.plainwell.org](http://www.plainwell.org)

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Date: October 3, 2017

To: Erik Wilson, City Manager  
City of Plainwell  
211 N. Main Street  
Plainwell, MI 49080

From: Rick Updike, Public Works Superintendent  
City of Plainwell  
126 Fairlane  
Plainwell, MI 49080

Re: Russet Street Small Paving

The Department of Public Works (DPW) recently accepted quotes for patching a 60' x 20' portion of Russet Street. DPW has been working on Russet with the infra-red pavement repair machine at the request of several area residents. In order to complete repair on that street one section should be removed and replaced. That section is too large for DPW to successfully complete as a remove and replace or infra-red repair. Wyoming Asphalt of Plainwell quoted \$3,775 and Lovett Asphalt of Kalamazoo quoted \$4,150 for the work.

Total Act 51 funding to the City was increased beginning in 2016-2017 and the funding to be received in 2017-2018 will more than cover the additional \$3,775 quoted by Wyoming Asphalt. I recommend Council accept the quote of \$3,775 from Wyoming Asphalt for repairing a 60' x 20' patch in Russet Street.

# Proposal



## WYOMING ASPHALT PAVING CO., INC.

POST OFFICE BOX 192 • PLAINWELL, MICHIGAN 49080

470 NORTH 12TH STREET  
PLAINWELL, MICHIGAN 49080  
(269) 685-9872

62820 46TH STREET  
LAWRENCE, MICHIGAN 49064  
1-800-303-1641

FAX: (269) 685-2840



PROPOSAL SUBMITTED TO City of Plainwell		PHONE	DATE 09-26-2017
STREET		JOB NAME Russell Street Patch	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	Rick Updike	JOB PHONE

### WE PROPOSE TO

Patch 61'x24'x3.5":

1. Fine grade for proper water flow.
2. Furnish and place a 2" average compacted thickness of 13A modified bituminous asphalt base material.
3. Apply bond coat for proper adhesion.
4. Furnish and place a 1.5" average compacted thickness of 13A modified bituminous asphalt surface material.

TOTAL BID AMOUNT: \$3,775.00

If patch is only 3"....Total bid amount is \$3,575.00

A 50% deposit is due upon signing of contract, balance upon completion. All materials remain the property of Wyoming Asphalt until balance is paid in full. NO sign-age, flaggers, or prevailing wages included in this bid. City to have area free of traffic while construction is being completed.

We hereby propose to furnish labor and materials complete and in place in accordance with the above specifications for the sum of: AS ABOVE dollars (\$ AS ABOVE).

**THIS PROPOSAL INCLUDES ALL OF THE STANDARD CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT**

**WYOMING ASPHALT PAVING CO., INC.**  
by Cindy Vaughn  
Authorized Signature

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

### ACCEPTANCE OF PROPOSAL & STANDARD CONDITIONS

Please sign and return first copy of this Proposal to **Wyoming Asphalt Paving Company, Inc.**

I (we) have read the above Proposal, **INCLUDING THE STANDARD CONDITIONS ON THE REVERSE SIDE**, and hereby accept the prices, specifications, and standard conditions stated. You are hereby authorized to begin the work as proposed at your earliest convenience.

Date \_\_\_\_\_

\_\_\_\_\_  
If Corporation or Partnership

Signature \_\_\_\_\_  
Owner / Officer

Signature \_\_\_\_\_  
Owner / Officer

## STANDARD CONDITIONS OF THIS PROPOSAL

1. FOR BREACH OF ANY WARRANTY OF THIS PRODUCT THE CONSUMER/CUSTOMER IS LIMITED TO THE FOLLOWING RELIEF: REPAIR OR REPLACEMENT (AT THE SOLE DISCRETION OF WYOMING ASPHALT PAVING) OF THE MATERIAL OR WORKMANSHIP FOUND TO BE DEFECTIVE OR NONCONFORMING. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. The asphalt paving, sealing, stripping, or other work as set forth on the face of this contract is warranted as follows: The asphalt paving, sealing, stripping or other work will comply with the terms and specifications as set forth on the face of this contract.
3. This warranty runs for one year from the date of completion of the project .
4. This warranty is not extendable.
5. In the event of a defect or failure to conform to this warranty, the warrantor shall repair or replace the portion or area found to be defective or nonconforming without charge within a reasonable time. THE WARRANTOR WILL NOT PROVIDE COVERAGE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND WILL NOT PAY FOR ANY OTHER SERVICES. The extent of this warranty is solely limited to replacement or repair of the defective or nonconforming product. In order to obtain performance of any obligation under this warranty, the consumer shall contact Wyoming Asphalt in writing, by mailing description of the following:
  - a. Name and address of consumer;
  - b. Date of completion of project;
  - c. Description of defect.

Mail this information to Wyoming Asphalt Paving Company, Inc., 470 N. 12th Street, P.O. Box 192, Plainwell, MI 49080

6. If a dispute arises regarding warranty, the seller provides an informal dispute resolution procedure by arranging for a meeting with a representative of Wyoming Asphalt Paving Company, Inc., at 470 N. 12th Street, P.O. Box 192, Plainwell, MI 49080, (269) 685-8872. This informal procedure shall be resorted to before consumer pursues any legal remedies in court.
7. We will not be liable for delays caused by labor disturbances, weather conditions, acts of God, accidents, shortages of necessary materials and/or supplies, or any other cause beyond our control. Consumer understands that Wyoming Asphalt Paving Company, Inc. will, as a result of weather conditions, begin no work subsequent to November 15 of any year. Wyoming Asphalt will have the right to comply (at its sole discretion) with the date and temperature restrictions set forth by the applicable rules and regulations of the Michigan Department of Transportation.
8. Unless specifically undertaken by Wyoming Asphalt in writing on this contract, customer shall be fully and solely responsible for all sub-grade (the ground or material upon which the asphalt is placed) material, workmanship and suitability. Wyoming shall have no responsibility or liability for any defects caused by sub-grade. Customer shall be solely responsible for determining sub-grade suitability for this project.
9. Expansion, contraction and cracking of asphalt occurs in Michigan. Customer recognizes that expansion, contraction and cracking is not a defect in material or workmanship.
10. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs and footings, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the site so as to make us aware of their exact location and depth, will be the customer's responsibility, and any extra work involved will become an extra charge over the quoted price.
11. Extra work not included in this proposal will be performed only upon the written order by the customer or his authorized representative.
12. Work contracted under the terms of this proposal is subject to and includes applicable state tax, if a valid sales tax exemption certificate is not provided by the customer.
13. Wyoming Asphalt Paving, Inc. will not proceed with the work as specified in this proposal until satisfied of the customer's ability and intent to pay according to the terms outlined herein.
14. PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES issued per periodic progress estimates for work completed to date. If prompt payment is not received, Wyoming Asphalt Paving Company will suspend work in progress.
15. Nothing herein contained shall be construed as a waiver or modification of Wyoming's lien rights, which lien rights Wyoming Asphalt Paving Company, Inc. will exercise if payment by customer is not promptly made.
16. A SERVICE CHARGE OF 2% PER MONTH, which is an annual percentage rate of 24% per annum, will be made on all account balances not paid within 30 days of invoice date, together with the costs of collection and attorney fees.



**Lovett Driveway Co.**

10020 North 2nd Street • Otsego, Michigan 49078  
Phone: (269) 344-2729 • Fax: (269) 344-2514

PROPOSAL SUBMITTED TO	City of Plainwell	PHONE	685-9363	DATE	9/28/2017
STREET	126 Fairlane Street	JOB NAME			
CITY, STATE AND ZIP CODE	Plainwell, MI 49080	JOB LOCATION	Job at Russet Street		

WE PROPOSE TO:

**Asphalt Road Repair**

1. Remove the Existing Asphalt
2. If any Sub-Standard Soil is Encountered (Buried Concrete, Clay or Bad Soil) Additional Charge Maybe Incurred
3. Fine Grade as Required for Proper Drainage and Compact
4. Install Commercial Base Course Asphalt for an Average Compact Thickness of 2"
5. Install Commercial Surface Course Asphalt for an Average Compact Thickness of 1 1/2"

Price for 11' 6" x 60': \$2,750.00

Price for 22' x 60': #4,150.00

**Due to the Fluctuation of the Petroleum, Asphalt Prices  
May Change With Little or No Advanced Notice**

Apply Herbicide as needed for weed control.

Stabilized Gravel \_\_\_\_\_

Asphalt \_\_\_\_\_

We hereby propose to furnish labor and materials complete and in place in accordance with the above specifications for the sum of:

dollars ( \$ \_\_\_\_\_ )

**THIS PROPOSAL INCLUDES ALL OF THE STANDARD CONDITIONS  
SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT**

by John Lovett Jr Lovett Driveway Co.  
Authorized Signature

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL & STANDARD CONDITIONS**

Please sign and return the first copy of this Proposal to: **Lovett Driveway Co.**

I (we) have read the above proposal, **INCLUDING THE STANDARD CONDITIONS ON THE REVERSE SIDE**, and hereby accept the prices, specifications, and standard conditions stated. You are hereby authorized to begin the work proposed at your earliest convenience.

Date of Acceptance \_\_\_\_\_

\_\_\_\_\_  
If Corporation or Partnership

Signature \_\_\_\_\_

Owner / Officer

Signature \_\_\_\_\_

Owner / Officer

## STANDARD CONDITIONS OF THIS PROPOSAL

- 1) The asphalt paving or other work as set forth on the face of this contract is warranted as follows: The asphalt paving or other work will comply with the terms and specifications as set forth on the face of this contract.
- 2) This warranty runs for one year from date of completion of project and is not extendable.
- 3) Herbicide will be applied as needed.
- 4) In the event of a defect or failure to conform to this warranty, the warrantor shall repair or replace the portion or area found to be defective or nonconforming without charge within a reasonable time. THE WARRANTOR WILL NOT PROVIDE COVERAGE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND WILL NOT PAY FOR ANY OTHER SERVICES. The extent of this warranty is solely limited to replacement or repair of defective or nonconforming product.
- 5) FOR BREACH OF ANY WARRANTY OF THIS PRODUCT THE CONSUMER/CUSTOMER IS LIMITED TO THE FOLLOWING RELIEF: REPAIR OR REPLACEMENT ( AT THE SOLE DISCRETION OF LOVETT DRIVEWAY CO.) OF THE MATERIAL OR WORKMANSHIP FOUND TO BE DEFECTIVE OR NONCONFORMING. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6) If a dispute arises regarding warranty, the seller provides an informal dispute resolution procedure by arranging for a meeting with a representative of Lovett Driveway Co. at 10020 North 2nd Street, Otsego, Michigan 49078, (269) 344-2729. This informal procedure shall be resorted to before consumer pursues any legal remedies in court.
- 7) We will not be liable for delays caused by labor disturbances, weather conditions, acts of God, accidents, shortages of necessary materials and/or supplies, or any other cause beyond our control. Consumer understands that Lovett Driveway Co. will, as a result of weather conditions, begin no work subsequent to November 15 of any year. Lovett Driveway Co. will have the right to comply (at its sole discretion) with the date and temperature restrictions set forth by the applicable rules and regulations of the Michigan Department of Transportation.
- 8) Expansion, contraction and cracking of asphalt occurs in Michigan. Customer recognizes that expansion, contraction and cracking is not a defect in material or workmanship.
- 9) Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs and footings, septic tanks, sprinkler systems and utilities not specifically described on the plans or accurately marked on the site so as to make us aware of their exact location and depth, will be the customer's responsibility, and any extra work involved will become an extra charge over the quoted price.
- 10) Lovett Driveway Co. is not responsible for damage to asphalt caused by stepladders, lawn chairs, bicycle kick stands, gasoline, oil and tire marks. The paving will remain the property of Lovett Driveway Co. until final payment is received at this office. The paving can be redeemed without the permission of the assignee if payments are not paid as agreed upon in this contract.
- 11) Extra work not included in this proposal will be performed only upon the written order by the customer or his/her authorized representative.
- 12) Work contracted under the terms of this proposal is subject to and includes applicable state tax, if a valid sales tax exemption certificate is not provided by the customer.
- 13) Lovett Driveway Co. will not proceed with the work as specified in this proposal until satisfied of the customer's ability and intent to pay according to the terms outlined herein.
- 14) PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES issued per periodic progress estimates for work completed to date. If prompt payment is not received, Lovett Driveway Co. will suspend work in progress.
- 15) Nothing herein shall be construed as a waiver or modification of Lovett Driveway Co. lien rights, which lien rights Lovett Driveway Co. will exercise if payment by customer is not promptly made.
- 16) A SERVICE CHARGE OF 2% PER MONTH, which is an annual percentage rate of 24% per annum, will be made on all account balances not paid within 30 days of invoice date, together with the costs of collection and attorney fees.



# Plainwell Department of Public Safety

## August 2017 Monthly Report



**Submitted By: Director Bill Bomar**

## August 2017 Report Summary

### Community Events:

There were three tours of the Plainwell Department of Public Safety given this month.

### Training:

This month's training consisted of EMS (pediatric), Taser Training, and Active Shooter Training. The Taser training was our annual qualification and review of the Taser Policy and Procedure.

PSO Jim Pell was our Taser instructor. The training consisted of classroom, deployment of cartridges, and testing.

The pediatric training was instructed by Plainwell Ambulance and consisted of pediatric emergencies.

The active shooter training was held at Fennville High School and incorporated Law Enforcement, Medical First Responder and Firefighter response. This was an annual county wide training that changes locations yearly.

### Foot Patrol

The officers performed 8.5 hours of foot patrol and had 235 citizen contacts.

### Traffic Issue:

There were no outstanding traffic issues this month.

### Notable Incidents:

### Miscellaneous:



# PLAINWELL PUBLIC SAFETY

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Police, Fire and Medical First Responder Services

# MONTHLY REPORT

## August 2017

Prepared by Director Bill G. Bomar

A handwritten signature in black ink, appearing to be the initials "B.G.B.", located in the bottom left corner of the page.

# Plainwell Department of Public Safety

## Scheduled Hours By Activity for August 2017

*The categories listed below are based on law enforcement related activities and the hours that scheduled road patrol personnel spend in the 4 major areas.*

### TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

**The Hours officers are scheduled for road patrol or other uniformed functions. These are fixed shifts which generally carry assigned duties.**

*Totals of all the below mentioned areas.*

### HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

**The Hours Scheduled for criminal investigations of complaints that are in violation of a criminal law that an individual could be arrested and jailed for.**

*Examples include: Burglaries, Robberies, Drunk Driving, All Sex Offenses, Alcohol Offenses, Larcenies, Etc.*

### HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

**The Hours Scheduled for Calls for Service or Complaints that require investigation but are not criminal in nature.**

*Examples include: Auto Accidents, Accidental Fires, Traffic Citations, Property Inspections, Etc.*

### HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

**The Hours Scheduled for required duties however are not criminal or non-criminal in nature and are supporting functions.**

*Examples include: Report Writing, Court, Directed Patrol, Foot Patrol, On Duty Training, Transport of Paperwork to the Court, Evidence to the Crime Lab, Etc.*

### TOTAL UNOBLIGATED PATROL HOURS

**The Hours of Scheduled Road Patrol left over that officers are not assigned to an activity or working on a complaint.**

*Examples include: General Preventive Patrol, Building Security Checks, Etc.*

**Note:** This also includes any break time the officers take during their shift.

### TOTAL HOURS OBLIGATED TO DUTIES, COMPLAINTS, INVESTIGATIONS, ETC.

*It is recommended by the International Association of Chiefs of Police (IACP) that no more than 65% to 70% of an officers time on duty, be obligated to complaints, investigations, activities or assigned responsibilities. The rationale behind this is to assure that officers are available for emergencies without unreasonable delay and provide for preventive and traffic patrol duties.*

Total Hours  
846

Percentage of Total Hours  
98 11.62%

221 26.16%

319 37.75%

207 24.47%

639 75.53%

# Plainwell Department of Public Safety

## Complaints/Activities for August 2017

### ARRESTS

CUSTODIAL ARRESTS	8	<i>An individual taken into custody for a criminal offense and jailed for that offense.</i>
ARREST COUNTS	19	<i>Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).</i>

### TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS	12	<i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i>
NON-HAZARDOUS CITATIONS	5	<i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i>
DRUNK DRIVING CITATIONS	2	<i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i>
PARKING CITATIONS	0	<i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i>
VERBAL WARNINGS	25	<i>Traffic enforcement where no citation was issued but warnings were given.</i>
TOTAL TRAFFIC CITATIONS/WARNINGS	44	

### COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS	230	<i>Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.</i>
PATROL INITIATED COMPLAINTS	20	<i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i>
TOTAL COMPLAINTS	250	

### OTHER ACTIVITIES

MOTORISTS ASSISTS	71	<i>Motorist contacts caused by mechanical breakdown or similar problem.</i>
PROPERTY INSPECTIONS	0	<i>Checks of homes or business specifically requested by a home or business owner.</i>
MOTOR VEHICLE ACCIDENTS	9	<i>Total motor vehicle accidents both on public roads or private property.</i>
COMMERCIAL BUILDING SECURITY CHECK	5,546	<i>Nightly security inspections of business' conducted by officers to assure windows and doors are locked.</i>
FOUND UNSECURED	0	<i>The number of business' found unlocked or unsecured.</i>

# Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	August	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	0	5
1200	Robbery	0	1
1300	Aggravated & Non-Aggravated Assault	8	42
<b>PROPERTY CRIMES</b>			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	2	10
2300	Larceny	9	45
2400	Motor Vehicle Theft	0	0
2500	Forgery/Counterfeiting	0	0
2600	Fraudulent Activities	2	15
2700	Embezzlement	0	0
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	2	23
3500	Violation of Controlled Substances Act	2	10
<b>MORALS/DECENCY CRIMES</b>			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	1	1
3800	Family Offenses	0	3
4100	Liquor Violations	2	5
<b>PUBLIC ORDER CRIMES</b>			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	0
5000	Obstructing Justice	3	36
5200	Weapons Offenses	0	5
5300	Public Peace	6	43
5400	Traffic Investigations - Any Criminal Traffic Complaints	5	39
5500	Health and Safety	1	20
5600	Civil Rights	0	0
5700	Invasion of Privacy	2	13
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
<b>GENERAL NON-CRIMINAL</b>			
9100	Juvenile/Minor/School Complaints	0	0
9200	Civil Custody	0	0
9300	Traffic Non-Criminal ( Reports Only - Does not include Citations Issued)	14	90
9400	False Alarm Activation	3	31
9500	Fires (Other than Arson)	3	24
9700	Accidents, All Other	0	9
9800	Inspections, Unfounded FIRS	45	299
9900	General Assistance (All Except Other Police Agencies)	61	485
9911 & 9912	General Assistance (Other Police Agencies)	60	386
<b>FIRS</b>	Medical First Responder	19	195





## August Reports for Plainwell Department of Public Safety

### **PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION**

The Plainwell Department of Public Safety was dispatched to 60 calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as priority 1 assists.

\*\*\*\*\*

### **Fire Suppression/Call Out Incident Report**

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions taken	Apparatus	PSO	POC
08/12/17	0004	0009	Sherwood Avenue	Accident	Medical, extrication	E-11, E-63	2	5
08/12/17	1427	1430	US 131	Accident	Traffic control	E-11	0	2
8/19/17	1004	1015	9 <sup>th</sup> Street	Structure fire	Extinguish, manpower	E-17, E-63	3	2
8/20/17	0653	0700	320 Brigham Street	Fire alarm	Investigate	E-11, E-17	1	4
8/21/17	2100	2115	717 Benhoy Street	Smell of gas	Investigate	E-11	3	8
8/22/17	2136	2136	204 N. Sherwood	Structure fire	Extinguish, investigate	E-11, E-17	4	5
8/23/17	1644	1648	720 Benhoy	Smell of gas	Investigate	E-11, E-17	3	5

\*\*\*\*\*

### **Calls for Service at Plainwell Schools**

Plainwell High School: 2  
684 Starr Road

Gilkey School: 2  
707 S. Woodhams Street

Plainwell Middle School: 0  
720 Brigham Street

Starr Elementary: 1  
601 school Drive

Early Childhood Development: 0  
307 E. Plainwell Street

Renaissance School: 0  
422 Acorn Street

Admin, Maintenance & Bus Garage: 0  
600 School Drive

Plainwell Police Dept.

On behalf of the Rasnake Family,  
we would like to thank you for  
your support of the Rasnake  
Cancer motorcycle Ride!

We appreciate all your help  
getting through Plainwell.

Keep up the great work that  
you all do & Stay Safe!

Thank you!

Lester & Telly Rasnake

Dear Officers,

So little are the moments when you are recognized for your selfless acts of courage, and not once does the negativity disrupt your answer to each call, every night, or in every storm. My son just turned two and the truth is, had it not been for the police officers over 12 years ago that saved my life, I wouldn't have these moments with him. You are all greatly appreciated. Dinner is



on us.

Always grateful!

Clinton Petersen

Western Fisher



## Investment Activity Report



“The Island City”

### City of Plainwell

Investment Portfolio Detail - Unaudited

at: 9/30/2017

**Brian Kelley, City Treasurer**

I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.

Insert Signature:

**Brian Kelley**

Digitally signed by Brian Kelley  
DN: c=US, st=MI, l=City of Plainwell,  
o=Internet Widgits Pty Ltd, cn=Brian  
Kelley, email=bkelley@plainwell.org  
Date: 2017.10.06 10:28:30 -0400

	Investment Type	CUSIP	Principal Purchase	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment	N/A	\$429,010	Michigan Class	Rich Garay - 734.604.1494	03/28/16		1.16%	
2	365-Day CD	N/A	\$252,154	Chemical Bank	Laree Waanders - 269.857.9002	06/30/17	06/30/18	1.30%	273
3	270-Day CD	N/A	\$100,574	Chemical Bank	Laree Waanders - 269.857.9002	08/26/17	05/23/18	1.30%	235
4	365-Day CD	N/A	\$150,000	Flagstar Bank	Lisa Powell - 616.285.2863	07/27/17	07/27/18	1.35%	300
5	150-Day CD	N/A	\$40,243	Chemical Bank	Laree Waanders - 269.857.9002	08/10/17	01/07/18	1.25%	99
6	274-Day CD	N/A	\$15,017	Chemical Bank	Laree Waanders - 269.857.9002	08/10/17	05/11/18	1.30%	223
7	120-Day CD	N/A	\$21,822	Chemical Bank	Laree Waanders - 269.857.9002	08/10/17	12/08/17	1.20%	69
8	90-Day CD	N/A	\$10,010	Chemical Bank	Laree Waanders - 269.857.9002	08/10/17	11/08/17	1.20%	39
9	150-Day CD	N/A	\$10,011	Chemical Bank	Laree Waanders - 269.857.9002	08/10/17	01/07/18	1.25%	99
10	60-Day CD	N/A	\$150,134	Northstar Bank	Julie Smith - 810.329.7104	08/16/17	10/15/17	1.05%	15
11	270-Day CD	N/A	\$100,127	Northstar Bank	Julie Smith - 810.329.7104	08/16/17	05/13/18	1.50%	225
12									
13									
14									
15									

Total Investments: \$1,279,100.74

Average Yield: 1.26%

### Cash Activity for the Month

Cash, beginning of month: \$1,938,886.28

Cash, end of month: \$1,685,219.77

**Erik J. Wilson, City Manager**

I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.

Insert Signature:

**Erik Wilson**

Digitally signed by Erik Wilson  
DN: c=US, st=Michigan, l=Plainwell,  
o=City of Plainwell, ou=CoP, cn=Erik  
Wilson, email=ewilson@plainwell.org  
Date: 2017.10.06 10:31:29 -0400

\*\* Funds 701 and 703 not included - Trust & Agency

CITY OF PLAINWELL

**ESTIMATED CASH BALANCE/FUND BALANCE REPORT**

MONTH ENDED: **9/30/2017**

% OF FISCAL YEAR: **25.21%**

FUND	AUDITED FIGURES AS OF MOST RECENT AUDIT *		CURRENT YEAR PERFORMANCE - UNAUDITED ***		ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	ACTUAL CASH BALANCES - END OF MONTH - RECONCILED ****	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
	CASH BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
General	235,998	284,008	1,240,681	576,035	948,654	678,411	2,179,983	26.42%
Major Streets	162,690	99,825	51,515	71,578	79,761	29,292	306,053	23.39%
Local Streets	55,158	35,346	41,494	43,134	33,706	33,155	259,954	16.59%
Solid Waste	625	103	160,617	37,107	123,613	94,913	173,327	21.41%
Fire Reserve	133,816	133,816	78,691	24,695	187,812	44,824	72,525	34.05%
Airport	48,800	51,282	16,631	38,660	29,253	16,224	82,461	46.88%
Revolving Loan	10,988	60,740	4,473	-	65,213	13,249	10,000	0.00%
Capital Improvement	22,288	25,593	78,608	22,719	81,482	59,255	83,198	27.31%
Brownfield BRA	16,871	15,985	146,021	33,727	128,279	8,221	98,188	34.35%
Tax Increment TIFA	59,565	59,182	29	14,232	44,978	22,900	44,900	31.70%
Downtown DDA	20,311	19,419	31,766	13,896	37,289	28,593	44,887	30.96%
Sewer	694,724	821,024	349,539	398,162	772,401	394,170	1,439,517	27.66%
Water	261,041	298,496	149,765	201,050	247,211	84,456	621,553	32.35%
Equipment	154,203	147,016	67,728	38,736	176,008	161,579	271,699	14.26%
OPEB**	15,413	115,413	10,458	15,086	110,786	15,978	41,095	36.71%
	<b>1,892,491</b>	<b>2,167,248</b>	<b>2,428,015</b>	<b>1,528,818</b>	<b>3,066,446</b>	<b>1,685,220</b>	<b>5,729,340</b>	<b>26.68%</b>

\* - Amounts taken from audited financial statements as of June 30, 2016

\*\* - OPEB listing on this worksheet is included in the General Fund for financial statement purposes

\*\*\* - These amounts are taken directly from the End of Month Financial Statement provided to Council

\*\*\*\* - These amounts do not included funds invested in CDs or in the Investment Pool

Erik J. Wilson, City Manager		Brian Kelley, City Treasurer	
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.		I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	
Insert Signature:	<b>Erik Wilson</b> <small>Digitally signed by Erik Wilson DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org Date: 2017.10.06 10:32:06 -0400</small>	Insert Signature:	<b>Brian Kelley</b> <small>Digitally signed by Brian Kelley DN: c=US, st=MI, l=City of Plainwell, o=Internet Widgits Pty Ltd, cn=Brian Kelley, email=bkelley@plainwell.org Date: 2017.10.06 10:27:38 -0400</small>

Minutes  
Plainwell DDA, BRA and TIFA:  
September 12, 2017

1. Call to Order - Meeting called to order at 7:30 a.m. by Larabel
2. Pledge of Allegiance
3. Roll Call  
Members Present: Jim Turley, Paul Rizzo, Zelda Schippers, Nick Larabel, Erik Wilson, EJ Hart, & Tracee Dunlop  
Excused: Mayor Rick Brooks, Adam Hopkins
4. Approval of Minutes of 08/08/17/2017 minutes
5. General Public: Barb Bechtel
6. Chairman's Report: None
7. BRA Action Items
  - A. **Motion to accept accounts payable for August of \$7,941.87 was made by Hart and seconded by Rizzo. Motion carried.**
  - B. **Remedial Design Comments & Response from Weyerhaeuser**: Larabel reported out on the letter sent to Weyerhaeuser by the City regarding unanswered questions in the proposal, specifically what are we getting when the clean-up is complete. Hart, questioned the slabs and if they will be left on the property and who would pay for the cost if redevelopment requires that the slabs be removed. Larabel stated he was disappointed in Weyerhaeuser's response, that they did not answer the questions in the City letter nor did they provide a plan for future development regarding any restrictions on the property.
8. DDA Action Items
  - A. **Motion to accept accounts payable for the month of August of \$3,211.26 was made by Larabel and seconded by Rizzo. Motion carried.**
9. TIFA Action Items
  - A. **Motion to accept accounts payable for the month of August of \$1,201.39 was made by Hart and seconded by Turley. Motion carried.**
10. Communications:  
7/24/17 Council Minutes and Financial Report/summary as of 08/31/17 was approved and placed on file.
11. Public Comments: None
12. Staff Comments: Siegel commented on Paving of N. Anderson St. to begin on Monday, Sept. 25; the River to River Trail Public Input meeting, Thurs. Sept. 14 at Old Mill Brew Pub from 5-7 p.m. and a planning committee for the Sesquicentennial is being formed.
13. Member Comments: Rizzo inquired about the Hire Now Sign  
Adjournment: **A Motion by Rizzo supported by Turley to adjourn the meeting at 8:20 a.m. was made and passed.**

10/05/2017 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL  
 EXP CHECK RUN DATES 10/10/2017 - 10/10/2017  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Vendor Code	Vendor Name Invoice	Description	Amount
000039	A-1 RENT ALL 15563	PROPANE REFILL 9/26/17	170.80
TOTAL FOR: A-1 RENT ALL			170.80
000138	AMERICAN OFFICE SOLUTIONS IN135463	9/22/17 - 10/21/17 PD COPIER	90.63
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			90.63
004803	ARROW ENERGY INC 82792	AIRPORT FUEL 9/27/17 (1401 GALLONS)	5,071.05
TOTAL FOR: ARROW ENERGY INC			5,071.05
000461	BOB'S HARDWARE 46870	PLAY GROUND EQUIP SLIDE	9.98
TOTAL FOR: BOB'S HARDWARE			9.98
002018	CDW-G KFL2682	PURCHASE TWO COMPUTERS (1) LAPTOP (1) PC POLICE I	2,376.72
TOTAL FOR: CDW-G			2,376.72
002116	CHARTER COMMUNICATIONS (SPECTRUM)		
	2017-10 AIRPORT	10/7/17 - 11/6/17 AIRPORT INTERNET	74.00
	2017-10 CITY HALL	10/5/17 - 11/4/17 CITY HALL INTERNET/PHONE	516.27
	2017-10 WR/DPW	10/1/17 - 10/31/17 WR/DPW INTERNET	109.98
TOTAL FOR: CHARTER COMMUNICATIONS (SPECTRUM)			700.25
000009	CONSUMERS ENERGY 2017-09	8/28/17 - 9/26/17 ELECTRIC BILLS	2,715.96
TOTAL FOR: CONSUMERS ENERGY			2,715.96
002391	CYBERMIND INC NET-474286	10/1/17 - 11/1/17 WEBSITE FEES	49.95
TOTAL FOR: CYBERMIND INC			49.95
000867	DETROIT PUMP & MFG INC 1047838	CHLORINATOR PARTS	62.18
TOTAL FOR: DETROIT PUMP & MFG INC			62.18
004136	DICKINSON WRIGHT PLLC 1195825	AUGUST 2017 LEGAL SERVICES	1,631.00
TOTAL FOR: DICKINSON WRIGHT PLLC			1,631.00
000164	ETNA SUPPLY CO INC S102356916.001	BLANKET PO FOR WATER PARTS	1,040.00
TOTAL FOR: ETNA SUPPLY CO INC			1,040.00
000581	FADER EQUIPMENT INC 123140	CURB CUTS	395.00
TOTAL FOR: FADER EQUIPMENT INC			395.00
001215	FLIER'S 114005	WR TANK	74.00
TOTAL FOR: FLIER'S			74.00
000059	GOIN POSTAL LLC 99409	POLICE MAILING	10.08

TOTAL FOR: GOIN POSTAL LLC			10.08
000140	HACH CO 10649622	WR SUPPLIES	494.75
TOTAL FOR: HACH CO			494.75
000104	HARDINGS MARKET 380 2017-09	CLEANER FOR PELL PARK RESTROOMS	11.97
TOTAL FOR: HARDINGS MARKET 380			11.97
000079	KAECHELE PUBLICATIONS INC 37591	SUMMARIES SEPT 2017	260.68
	37592	DDA ADS SEPT 2017	70.00
TOTAL FOR: KAECHELE PUBLICATIONS INC			330.68
000113	KAR LAB INC 712535	DRINKING WATER SAMPLES	30.00
TOTAL FOR: KAR LAB INC			30.00
001993	KERKSTRA PORTABLE RESTROOMS INC 113201	EXTRA RESTROOM @ SHERWOOD PARK	70.00
	113202	HANDI-CAP RESTROOM @ SHERWOOD PARK	95.00
TOTAL FOR: KERKSTRA PORTABLE RESTROOMS INC			165.00
000356	LOCK MASTER SECURITY LLC 8024	PELL PARK RESTROOM LOCK TIMER REPAIR	50.00
	8029	SURVELILLANCE CAMERA HARDWARE & INSTALLATION	2,810.00
TOTAL FOR: LOCK MASTER SECURITY LLC			2,860.00
000017	MASTERCARD 2017-09 CITY HALL	SEPT 2017 CITY HALL MASTERCARD	530.44
TOTAL FOR: MASTERCARD			530.44
000609	MIDWAY CHEVROLET 52058	PATROL VEHICLE REPAIR	1,705.23
TOTAL FOR: MIDWAY CHEVROLET			1,705.23
001854	MODEL FIRST AID,SAFETY & TRAINING 118453	DPW MISC MEDICAL/SAFETY SUPPLIES	122.01
	118454	WR MEDICAL/SAFETY SUPPLIES	97.88
TOTAL FOR: MODEL FIRST AID,SAFETY & TRAINING			219.89
000004	PLAINWELL AUTO SUPPLY INC 2017-09	SEPT 2017 STATEMENT	640.90
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			640.90
000372	PREMIERE PRINTING CORP. 230878	2017 LEAF PICK UP POSTCARDS	133.36
TOTAL FOR: PREMIERE PRINTING CORP.			133.36
001448	PROFESSIONAL CODE INSPECTIONS 5524	SEPT 2017 PERMITS	6,248.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			6,248.00
004832	QUALITY PRECAST INC 11863	DPW	862.00
TOTAL FOR: QUALITY PRECAST INC			862.00
001748	REPUBLIC WASTE SERVICES 0249-005682078	10/1/17 - 10/31/17 CITY OFFICE GARBAGE	90.07
	0249-0056981582	10/1/17 - 10/31/17 CITY OFFICE RECYCLE	229.16
TOTAL FOR: REPUBLIC WASTE SERVICES			319.23
004168	SBF ENTERPRISES		



	0128673	UTILITY BILL PAPER (MAROON)	16.90
TOTAL FOR: SBF ENTERPRISES			16.90
-----			
000011	SHOPPERS GUIDE INC		
	2017-09	SEPT 2017 HYDRANT FLUSHING	56.72
TOTAL FOR: SHOPPERS GUIDE INC			56.72
-----			
004259	SME		
	79131	ENGINEERING WORK ON 2017 PAVING PROJECT	1,294.25
TOTAL FOR: SME			1,294.25
-----			
000370	STATE SYSTEMS RADIO INC		
	157459	RADIO REPAIR DPW	189.00
TOTAL FOR: STATE SYSTEMS RADIO INC			189.00
-----			
002402	STEENSMA LAWN & POWER EQUIPMENT		
	464659	HDRAULIC OIL	151.82
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			151.82
-----			
000034	VERIZON		
	9793320820	8/24/17 - 9/23/17 PHONE/WIFI	112.14
TOTAL FOR: VERIZON			112.14
-----			
002418	WHITNEY ENTERPRISES INC		
	2017-09	STUMP GRINDING N MAIN/W BRIDGE/SUNSET/UNION	400.00
TOTAL FOR: WHITNEY ENTERPRISES INC			400.00
-----			
000947	WYOMING ASPHALT & PAVING INC.		
	530	ASPHALT 9/16/17	1,527.12
TOTAL FOR: WYOMING ASPHALT & PAVING INC.			1,527.12
-----			
TOTAL - ALL VENDORS			32,697.00

## INVOICE AUTHORIZATION

### Person Compiling Report

I verify that to the best of my knowledge the attached invoice listing is accurate and the procedures in place to compile this invoice listing has been followed.

Insert Signature:

**Cheryl  
Pickett**

Digitally signed by Cheryl Pickett  
DN: c=US, st=Michigan, l=Plainwell,  
o=City of Plainwell, ou=CoP, cn=Cheryl  
Pickett, email=cpickett@plainwell.org  
Date: 2017.10.05 11:28:47 -04'00'

### Brian Kelley, City Clerk/Treasurer

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Brian Kelley**

Digitally signed by Brian Kelley  
DN: c=US, st=MI, l=City of Plainwell,  
o=Internet Widgits Pty Ltd, cn=Brian  
Kelley, email=bkelley@plainwell.org  
Date: 2017.10.06 12:12:20 -04'00'

### Bryan Pond, Water Renewal Plant Supt.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Bryan Pond**

Digitally signed by Bryan  
Pond  
Date: 2017.10.05  
14:40:48 -04'00'

### Bill Bomar, Public Safety Director

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Bill Bomar**

Digitally signed by Bill  
Bomar  
Date: 2017.10.06  
09:46:48 -04'00'

### Rick Updike, Public Works Supt.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Rick Updike**

Digitally signed by Rick  
Updike  
Date: 2017.10.05  
12:38:12 -04'00'

### Erik J. Wilson, City Manager

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Erik Wilson**

Digitally signed by Erik Wilson  
DN: c=US, st=Michigan, l=Plainwell,  
o=City of Plainwell, ou=CoP, cn=Erik  
Wilson, email=ewilson@plainwell.org  
Date: 2017.10.06 10:23:50 -04'00'

Check Date	Bank	Check	Vendor Name	Description	Amount
------------	------	-------	-------------	-------------	--------

Bank APPNC PNC Accounts Payable Checking

Check Type: EFT Transfer

10/05/2017	APPNC	<u>455(E)</u>	UNITED HEALTHCARE INSURANCE COMPANY	OCTOBER 2017 RETIREE HEALTH PREMIUM - WH	183.08
				Total EFT Transfer:	183.08

APPNC TOTALS:

Total of 1 Checks:					183.08
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					183.08

Bank CBGEN Chemical Bank - General AP Account

Check Type: ACH Transaction

09/29/2017	CBGEN	<u>1155(A)</u>	ALLEGAN COUNTY TREASURER	2017 SUMMER TAX COLLECTED W/E 09/23/2017	10,985.59
09/29/2017	CBGEN	<u>1156(A)</u>	RANSOM DISTRICT LIBRARY	2017 SUMMER TAX COLLECTED W/E 09/23/2017	1,718.40
10/06/2017	CBGEN	<u>1159(A)</u>	ALLEGAN COUNTY TREASURER	2017 SUMMER TAX COLLECTED THROUGH 09/30/	725.75
10/06/2017	CBGEN	<u>1160(A)</u>	RANSOM DISTRICT LIBRARY	2017 SUMMER TAX COLLECTED THROUGH 09/30/	473.80
				Total ACH Transaction:	13,903.54

Check Type: EFT Transfer

10/16/2017	CBGEN	<u>1157(E)</u>	CITY OF PLAINWELL	OCTOBER 2017 CITY WATER/SEWER CHARGES	4,859.12
10/03/2017	CBGEN	<u>1158(E)</u>	STATE OF MICHIGAN	AIRPORT FUEL SALES TAX SEPTEMBER 2017	5.18
10/05/2017	CBGEN	<u>1162(E)</u>	UNITED HEALTHCARE INSURANCE COMPANY	OCTOBER 2017 RETIREE HEALTH PREMIUM - TO	170.81
10/11/2017	CBGEN	<u>1163(E)</u>	SILVERSCRIPT INSURANCE COMPANY	OCTOBER 2017 RETIREE SCRIPT PREMIUM - WH	29.70
10/11/2017	CBGEN	<u>1164(E)</u>	SILVERSCRIPT INSURANCE COMPANY	OCTOBER 2017 RETIREE SCRIPT PREMIUM - TO	33.50
10/06/2017	CBGEN	<u>1165(E)</u>	CENTURYLINK	SEPTEMBER 2017 LONG DISTANCE	3.93
				Total EFT Transfer:	5,102.24

Check Type: Paper Check

09/22/2017	CBGEN	<u>11425</u>	AT&T - SBC	8/14/17 - 9/13/17 DPW SECURITY GATE	1,927.71
09/22/2017	CBGEN	<u>11426</u>	C.O.P.S. TRUST INSURANCE	OCTOBER 2017 HEALTH INS	1,710.05
09/22/2017	CBGEN	<u>11427</u>	FUEL MANAGEMENT SYSTEM PACIFIC PRID	PD/FIRE GAS 9/15/17	566.58
09/26/2017	CBGEN	<u>11428</u>	CONSUMERS ENERGY	8/1/17 - 9/18/17 WR PLANT ELECTRIC	6,705.42
09/26/2017	CBGEN	<u>11429</u>	PURCHASE POWER (PITNEY BOWES)	SEPT 2017 POSTAGE ON METER	503.50
09/26/2017	CBGEN	<u>11430</u>	PITNEY BOWES (RENTAL ON METER)	10/1/17 - 12/31/17 POSTAGE METER RENTAL	81.00
09/26/2017	CBGEN	<u>11431</u>	US BANK EQUIPMENT FINANCE (COPIER)	OCT 2017 CITY HALL COPIER	147.00
09/27/2017	CBGEN	<u>11432</u>	GARY HERBERT, TREASURER	CD INTEREST THROUGH SEPTEMBER 19, 2017	134.67
09/28/2017	CBGEN	<u>11433</u>	POSTMASTER	MAILING 10/01/17 UTILITY BILLS	563.08
09/29/2017	CBGEN	<u>11434</u>	CHICAGO TITLE INSURANCE	TITLE WORK FOR REVOLVING LOAN	220.85
09/29/2017	CBGEN	<u>11435</u>	STATE OF MICHIGAN	10 NEW MUNICIPAL PLATES	130.00
09/29/2017	CBGEN	<u>11436</u>	PRIORITY HEALTH	OCTOBER 2017 HEALTH INSURANCE	31,419.85
				Total Paper Check:	44,109.71

CBGEN TOTALS:

Check Date	Bank	Check	Vendor Name	Description	Amount
Total of 22 Checks:					63,115.49
Less 0 Void Checks:					0.00
Total of 22 Disbursements:					63,115.49

**REPORT TOTALS:**

Total of 23 Checks:	63,298.57
Less 0 Void Checks:	0.00
Total of 23 Disbursements:	63,298.57

## Off Cycle Payment Authorization

### Brian Kelley, City Clerk/Treasurer

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Brian Kelley**

Digitally signed by Brian Kelley  
DN: c=US, st=MI, l=City of Plainwell, o=Internet Widgits Pty Ltd, cn=Brian Kelley, email=bkelley@plainwell.org  
Date: 2017.10.05 11:58:06 -04'00'

### Erik J. Wilson, City Manager

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Erik Wilson**

Digitally signed by Erik Wilson  
DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org  
Date: 2017.10.06 10:23:08 -04'00'

To: Julie Stout, Alicia Kershaw, Ryan Lewis, and General Public

From: Don Black, Commissioner District #7

Subject: 2-Meetings, J.C. Wheeler Library 1576 S. Main St. Martin October 23, 2017- 6:00pm, and Ransom Library 180 S. Sherwood Ave. Plainwell November 16, 2017-7:00pm.

Hi to residents of Plainwell, Gun Plain Township, Martin Township, Martin Village and Wayland Township. You are all in District #7.

I have decided not to seek re-election and my term ends 2018. I want to encourage you to consider serving your community, or encourage a friend, understand time commitment, and I will answer questions.

Some questions and or points to consider:

- Why not?
- Serve your community
- Follow your God-given call or using gifts/talents
- Make a difference
- Are you a leader?
- Have you always wanted to be a leader?
- Are you fiscal responsible?
- You may want to, but have never held a public office.
- I will be available on the 2-above dates to encourage you, or your friend.

If time allows I will share a few stories. Once I was asked if I would share my best and my worst experience serving the public, I agreed. The man said, "Tell me the worst experience first".

Sincerely, Don Black

## Reports & Communications:

### A. Special Event Permit 2017-13 – Community Tree Lighting & Parade:

This is a request for the annual Christmas celebrations of the tree lighting evening and the Holiday Parade the next morning.

**Recommended action:** Consider approving the special event permit as presented.

### B. Resolution 17-21 – Renewal of Uniform Video Service Local Franchise Agreement:

Public Act 480 of 2006 (the "Act") requires video service providers to obtain a franchise from a municipality by means of a Uniform Video Service Local Franchise Agreement ("Uniform Franchise"). In 2007, the Council adopted a resolution setting a 5% cable franchise fee and executed documents for the agreement with Charter Communications. This agreement has come up for renewal and the documents need to be signed upon the approval of the local governing board.

**Recommended action:** Consider adopting Resolution 17-21 to renew the franchise agreement with Charter Communication and to allow the City Manager to execute all documents related to the approved action.

### C. DPW –Flat Work on North Anderson Street:

As an addition to the North Anderson Street paving project, and to assist a local business, the city solicited quotes for grading and sidewalk work. The Administration recommends the low-quote for the work to install 2,472 square feet of 4" sidewalk with ADA plate.

**Recommended action:** Consider approving the project with Grand Valley Concrete Construction for \$16,150.00 to add 2,452 square feet of 4" sidewalk on North Anderson Street.

### D. DPW –Russet Street Pavement Patch:

Pursuant to recent citizen comments about Russet Street, the DPW has been using the infrared machine to help patch the road, but the city recommends removing and replacing a 60' x 20' section. Superintendent Updike solicited quotes from two firms and recommends the low bid.

**Recommended action:** Consider approving the project with Wyoming Asphalt & Paving Inc. for \$3,775.00 to remove and replace a 60'x20' section of Russet Street.

## Reminder of Upcoming Meetings

- October 12, 2017 – Allegan County Board of Commissioners – 7pm
- October 10, 2017 – Plainwell DDA/BRA/TIFA Board – 7.30am
- October 18, 2017 – Plainwell Planning Commission – 7pm
- October 23, 2017 – Plainwell City Council – 7pm

## Non-Agenda Items / Materials Transmitted

- Public Meetings with Commissioner Don Black – Ransom District Library – November 16, 2017 7pm