

City of Potterville - Council Agenda

Thursday, October 15, 2020 – 7:00 p.m. – Potterville City Hall, 319 N. Nelson Street

A. Call to Order:

B. Pledge of Allegiance:

C. Roll Call:

D. Approval of Agenda

E. Approval of Minutes a) Meeting minutes from September 17, 2020.

F. Approval of Bills a) General Bills: \$209,362.47

G. Bank Reconciliations: a) September 2020

H. City Manager's Report: Manager's report in the October 2020 packet.

I. Public Comment on agenda items:

J. Commission/Committee Reports: Reports in the October 2020 packet.

K. Department Reports: Administration- Department reports in the October 2020 packet.

L. New Business:

- a) Renewal of Video Franchise Agreement (including WOW's evidence of asset transfer from Broadstripe LLC)
- b) City Property and Downtown Development Property Quit Claim Deeds
- c) City Appointment(s) and Removal(s) from Zoning Board of Appeals and Planning Commission

M. Public Comment on non-agenda items:

N. Communication from the Mayor and Council:

O. Next Meeting: Thursday, November 19, 2020 at 7:00 p.m.

P. Excuse absent member(s):

Q. Motion to Adjourn:

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

Council Meeting was called to order by Mayor Kring on Thursday, September 17, 2020 at 7:00 p.m. and the Pledge of Allegiance was recited.

Roll Call: Present: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Smalley, Member Pulda and Member Twichell

Absent: None

Approval of Agenda: Motion made by Member Twichell to approve the Agenda. Supported by Member Pulda. Roll Call Vote. Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Smalley and Member Twichell. Nays: None. Motion carried (7-0).

Approval of Minutes: Motion to approve Meeting minutes from August 20, 2020 made by Member Twichell. Supported by Deputy Mayor Lenneman. Supported by Deputy Mayor Lenneman. Roll Call Vote. Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Smalley and Member Twichell. Nays: None. Motion carried (7-0).

Approval of Bills: Motion to approve payment of General Bills in amount of \$72,258.36 made by Member Smalley. Supported by Member Potter. Roll Call Vote. Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Smalley and Member Twichell. Nays: None. Motion carried (7-0).

Bank Reconciliations: Motion by Deputy Mayor Lenneman to approve August 2020 Accounts for General, Tax and Payroll. Supported by Member Smalley. Roll Call Vote. Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Smalley and Member Twichell. Nays: None. Motion carried (7-0).

City Manager's Report: Manager's report in packet.

Public Comment on agenda items: None

Commission/Committee Reports: None.

Department Reports: Administration- Department reports in the September 2020 packet.

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New Business:

Resolution No. 20-0811-08 to allow designated position (Manager) to sign MERS Documents with the need to provide approved minutes. Motion made by Mayor Kring. Supported by Deputy Mayor Lenneman. Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Smalley and Member Twichell. Nays: None. Motion carried (7-0).

Update the City's existing MERS Defined Benefit Agreement – employee contribution rate to increase to 4.42%. Motion by Member Pulda. Supported by Member Twichell. Roll Call Vote. Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Smalley and Member Twichell. Nays: None. Motion carried (7-0).

Approve Cummins Inc., contract for sewer generator maintenance agreement: Motion by Deputy Mayor Lenneman. Supported by Member Smalley. Roll Call Vote. Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Smalley and Member Twichell. Nays: None. Motion carried (7-0).

Public Comment on non-agenda items: None

Communication from the Mayor and Council: Member Nichols shared TIFA approved up to \$2000 for City's welcome sign at Vermontville corner. Also investigating on speed reduction on Lansing Rd. Member Twichell inquired about Member Smalley and Member Potter's last months vote on excusing absence and asked for explanation. Mayor Kring shared Planning Commission planning for holiday seasons with new decoration on Vermontville corridor like Main Street.

Next Meeting: Thursday, October 16, 2020 at 7:00 p.m.

Motion to Adjourn: Motion made by Member Smalley and Supported by Member Twichell. Roll Call Vote. Ayes: Mayor Kring, Deputy Mayor Lenneman, Member Nichols, Member Potter, Member Pulda, Member Smalley and Member Twichell. Nays: None. Motion carried (7-0).

Meeting adjourned at: 7:25 p.m.

Respectfully Submitted by:

Becky Dolman

Interim City Clerk

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CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE

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BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: 0000011155 COLE'S TREE SERVICE LLC		
BANK CODE: GEN		
453	PINES REMOVED FROM CITY PARK DUE TO HAZ	1,400.00
TOTAL BANK CODE: GEN		1,400.00
TOTAL VENDOR 0000011155 COLE'S TREE SERVICE LLC		1,400.00
VENDOR CODE: 0000011203 M & K JETTING & TELEVISIONING, INC		
BANK CODE: GEN		
201069	CLEANED CATCH BASINS	2,340.00
201103	HYDRO EXCAVATING - CLEANED CATCH BASINS	1,980.00
TOTAL BANK CODE: GEN		4,320.00
TOTAL VENDOR 0000011203 M & K JETTING & TELEVISIONING		4,320.00
VENDOR CODE: 0000011208 LAUREL GRIFFIN		
BANK CODE: GEN		
887493	BALES OF STRAW AND STALKS OF CORN	145.00
887497	CORN STALKS	40.00
TOTAL BANK CODE: GEN		185.00
TOTAL VENDOR 0000011208 LAUREL GRIFFIN		185.00
VENDOR CODE: 0000011210 MUNICODE		
BANK CODE: GEN		
00348632	LEGAL MANUSCRIPT	2,980.00
TOTAL BANK CODE: GEN		2,980.00
TOTAL VENDOR 0000011210 MUNICODE		2,980.00
VENDOR CODE: 0000011211 TIM S. HUNT		
BANK CODE: GEN		
100820	ADDITIONAL DETAIL PAINTING ON BB COURT	100.00
092520	PAINT BASKETBALL COURT	550.00
TOTAL BANK CODE: GEN		650.00
TOTAL VENDOR 0000011211 TIM S. HUNT		650.00
VENDOR CODE: 00210 ACE HARDWARE-GRAND LEDGE		
BANK CODE: GEN		
A786310/A786957	SEPT 2020 STATEMENT	186.83
TOTAL BANK CODE: GEN		186.83
TOTAL VENDOR 00210 ACE HARDWARE-GRAND LEDGE		186.83
VENDOR CODE: 00790 BADER & SONS		
BANK CODE: GEN		
SEPT 2020	SEPT 2020 STATEMENT	959.74
TOTAL BANK CODE: GEN		959.74
TOTAL VENDOR 00790 BADER & SONS		959.74
VENDOR CODE: 01040 BENTON TOWNSHIP		
BANK CODE: GEN		
20/21	URBAN 425 AGREEMENT 20/21	9,960.66
TOTAL BANK CODE: GEN		9,960.66
TOTAL VENDOR 01040 BENTON TOWNSHIP		9,960.66
VENDOR CODE: 02060 CITY OF POTTERVILLE		
BANK CODE: GEN		
SEPT 2020	WTR/SWR MONTH OF SEPT 2020	468.78
TOTAL BANK CODE: GEN		468.78
TOTAL VENDOR 02060 CITY OF POTTERVILLE		468.78

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BANK CODE: GEN

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: 02260 CONSUMERS ENERGY		
BANK CODE: GEN		
SEPT 2020	GAS AND ELECTRIC MONTH OF SEPT 2020	8,183.47
TOTAL BANK CODE: GEN		8,183.47
TOTAL VENDOR 02260 CONSUMERS ENERGY		8,183.47
VENDOR CODE: 02610 DELTA DENTAL		
BANK CODE: GEN		
RIS0003062520	DENTAL INSURANCE MONTH OF OCT 2020	880.74
TOTAL BANK CODE: GEN		880.74
TOTAL VENDOR 02610 DELTA DENTAL		880.74
VENDOR CODE: 02680 DEWITT FENCE COMPANY		
BANK CODE: GEN		
22427	INSTALL FENCE AROUND WW TREATMENT FACIL	99,800.00
TOTAL BANK CODE: GEN		99,800.00
TOTAL VENDOR 02680 DEWITT FENCE COMPANY		99,800.00
VENDOR CODE: 02760 DIXON ENGINEERING, INC		
BANK CODE: GEN		
20-6727	PROJECT ADMIN- WATER TOWER	300.00
TOTAL BANK CODE: GEN		300.00
TOTAL VENDOR 02760 DIXON ENGINEERING, INC		300.00
VENDOR CODE: 03160 ELHORN ENGINEERING		
BANK CODE: GEN		
284812	CHLORINE	695.38
TOTAL BANK CODE: GEN		695.38
TOTAL VENDOR 03160 ELHORN ENGINEERING		695.38
VENDOR CODE: 03445 FOSTER SWIFT COLLINS & SMITH		
BANK CODE: GEN		
793676	ATTORNEY SERVICES MONTH OF AUG 2020	574.00
TOTAL BANK CODE: GEN		574.00
TOTAL VENDOR 03445 FOSTER SWIFT COLLINS & SMITH		574.00
VENDOR CODE: 03720 GORDON'S FOOD SERVICE		
BANK CODE: GEN		
809218242	CONCESSION SUPPLIES	180.96
809218461	CONCESSION SUPPLIES	288.66
TOTAL BANK CODE: GEN		469.62
TOTAL VENDOR 03720 GORDON'S FOOD SERVICE		469.62
VENDOR CODE: 03870 GRANGER CONTAINER SERVICE, INC		
BANK CODE: GEN		
21743472	TRASH SERVICE PICK UP OCT 2020	237.32
TOTAL BANK CODE: GEN		237.32
TOTAL VENDOR 03870 GRANGER CONTAINER SERVICE, INC		237.32
VENDOR CODE: 06130 MICHIGAN MUNICIPAL LEAGUE		
BANK CODE: GEN		
RENEWAL 20-21	MML MEMBERSHIP RENEWAL 12/1/20-11/30/21	1,521.00
TOTAL BANK CODE: GEN		1,521.00
TOTAL VENDOR 06130 MICHIGAN MUNICIPAL LEAGUE		1,521.00
VENDOR CODE: 06240 MICHIGAN RURAL WATER		

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BANK CODE: GEN

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: 06240 MICHIGAN RURAL WATER		
BANK CODE: GEN		
OIC09-20	OPERATOR SERVICES 9/24/20	225.00
TOTAL BANK CODE: GEN		225.00
TOTAL VENDOR 06240 MICHIGAN RURAL WATER		225.00
VENDOR CODE: 07160 PETTY CASH		
BANK CODE: GEN		
10/15/20	REIMBURSEMENT OF PETTY CASH	99.55
TOTAL BANK CODE: GEN		99.55
TOTAL VENDOR 07160 PETTY CASH		99.55
VENDOR CODE: 07190 PHP		
BANK CODE: GEN		
202593215	HEALTH INSURANCE MONTH OF OCT 2020	6,349.15
TOTAL BANK CODE: GEN		6,349.15
TOTAL VENDOR 07190 PHP		6,349.15
VENDOR CODE: 07390 PRINTING SYSTEMS		
BANK CODE: GEN		
216380	PAYROLL CHECKS	109.79
TOTAL BANK CODE: GEN		109.79
TOTAL VENDOR 07390 PRINTING SYSTEMS		109.79
VENDOR CODE: 07490 QUILL CO		
BANK CODE: GEN		
11047641	TONER	258.97
TOTAL BANK CODE: GEN		258.97
TOTAL VENDOR 07490 QUILL CO		258.97
VENDOR CODE: 08780 TERI'S EXCAVATING, INC		
BANK CODE: GEN		
15894	POWER AUGER FOR 7 HOLES	475.00
TOTAL BANK CODE: GEN		475.00
TOTAL VENDOR 08780 TERI'S EXCAVATING, INC		475.00
VENDOR CODE: 08790 COUNTY JOURNAL THE		
BANK CODE: GEN		
SEPT 2020	SEPT 2020 STATEMENT	671.28
TOTAL BANK CODE: GEN		671.28
TOTAL VENDOR 08790 COUNTY JOURNAL THE		671.28
VENDOR CODE: 09060 UNITED STATES POST OFFICE		
BANK CODE: GEN		
OCT 2020	WATER/SEWER BILLING OCT 2020	215.94
TOTAL BANK CODE: GEN		215.94
TOTAL VENDOR 09060 UNITED STATES POST OFFICE		215.94
VENDOR CODE: 09210 VERIZON WIRELESS		
BANK CODE: GEN		
9863939970	CELL PHONES MONTH OF SEPT 2020	495.82
TOTAL BANK CODE: GEN		495.82
TOTAL VENDOR 09210 VERIZON WIRELESS		495.82
VENDOR CODE: 09703 MICHIGAN DEPT OF ENVIRONMENTAL		
BANK CODE: GEN		

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BANK CODE: GEN

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: 09703 MICHIGAN DEPT OF ENVIRONMENTAL		
BANK CODE: GEN		
761-10528281	WATER SAMPLE TESTING 9/10/20	48.00
TOTAL BANK CODE: GEN		48.00
TOTAL VENDOR 09703 MICHIGAN DEPT OF ENVIRONMENTAL		48.00
VENDOR CODE: 09717 RON L BRYANT		
BANK CODE: GEN		
PARKS	CLEAN CITY PARKS/LAKE ALLIANCE 9-20-11/	680.00
TOTAL BANK CODE: GEN		680.00
TOTAL VENDOR 09717 RON L BRYANT		680.00
VENDOR CODE: 09748 MMTA		
BANK CODE: GEN		
2749	MEMBERSHIP RENEWAL TREASURER ASSOC- 12/	75.00
TOTAL BANK CODE: GEN		75.00
TOTAL VENDOR 09748 MMTA		75.00
VENDOR CODE: 09799 MENARDS-LANSING WEST		
BANK CODE: GEN		
7589	CONCRETE MIX- WELLHOUSE	138.60
7986	TREATED WOOD	69.92
8300	11" WHITE CABLE TIE	39.99
7533	CONCRETE MIX/FOOTING PAD	117.96
TOTAL BANK CODE: GEN		366.47
TOTAL VENDOR 09799 MENARDS-LANSING WEST		366.47
VENDOR CODE: 10273 WOW!BUSINESS		
BANK CODE: GEN		
010029399 OCT20	INTERNET/PHONE SERVICES MONTH OF OCT 20	612.02
TOTAL BANK CODE: GEN		612.02
TOTAL VENDOR 10273 WOW!BUSINESS		612.02
VENDOR CODE: 10275 SIGNATURE FORD		
BANK CODE: GEN		
9977W	2020 FORD POLICE INTERCEPTOR UTILITY AW	41,210.00
TOTAL BANK CODE: GEN		41,210.00
TOTAL VENDOR 10275 SIGNATURE FORD		41,210.00
VENDOR CODE: 10339 WEX BANK		
BANK CODE: GEN		
67788037	GAS MONTH OF SEPT 2020	312.55
TOTAL BANK CODE: GEN		312.55
TOTAL VENDOR 10339 WEX BANK		312.55
VENDOR CODE: 10490 VISION SERVICE PLAN		
BANK CODE: GEN		
30055508 OCT 20	VISION INSURANCE MONTH OF OCT 2020	184.26
TOTAL BANK CODE: GEN		184.26
TOTAL VENDOR 10490 VISION SERVICE PLAN		184.26
VENDOR CODE: 10518 COMPASS MINERALS		
BANK CODE: GEN		
688767	SALT	3,517.67
TOTAL BANK CODE: GEN		3,517.67
TOTAL VENDOR 10518 COMPASS MINERALS		3,517.67

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BANK CODE: GEN

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: 10540 WILLIAMS & WORKS		
BANK CODE: GEN		
90925	PROFESSIONAL SERVICES THROUGH 8/22/20	3,870.28
90942	GUARDRAIL AND SIDEWALK WORK THROUGH AUG	3,301.11
TOTAL BANK CODE: GEN		7,171.39
TOTAL VENDOR 10540 WILLIAMS & WORKS		7,171.39
VENDOR CODE: 10685 LYNDEN OIL COMPANY		
BANK CODE: GEN		
1696432	DIESEL OIL	663.50
TOTAL BANK CODE: GEN		663.50
TOTAL VENDOR 10685 LYNDEN OIL COMPANY		663.50
VENDOR CODE: 10705 DUROTECH AUTOMOTIVE		
BANK CODE: GEN		
40049	INSTALLED TIRES -2015 DODGE CHARGER	88.00
40519	OIL FILTER AND OIL 2017 DODGE	56.85
TOTAL BANK CODE: GEN		144.85
TOTAL VENDOR 10705 DUROTECH AUTOMOTIVE		144.85
VENDOR CODE: 10710 LANSING SANITARY SUPPLY, INC		
BANK CODE: GEN		
1095072	TRASH BAGS	34.11
TOTAL BANK CODE: GEN		34.11
TOTAL VENDOR 10710 LANSING SANITARY SUPPLY, INC		34.11
VENDOR CODE: 10731 PRESTON COMMUNITY SERVICES LLC		
BANK CODE: GEN		
10122020	ASSESSING SERVICES MONTH OF SEPT 2020	1,333.33
TOTAL BANK CODE: GEN		1,333.33
TOTAL VENDOR 10731 PRESTON COMMUNITY SERVICES LLC		1,333.33
VENDOR CODE: 10883 HAVILAND PRODUCTS COMPANY		
BANK CODE: GEN		
371915	ALUMINUM SULFATE	5,591.50
TOTAL BANK CODE: GEN		5,591.50
TOTAL VENDOR 10883 HAVILAND PRODUCTS COMPANY		5,591.50
VENDOR CODE: 10899 APPLIED IMAGING		
BANK CODE: GEN		
1613589	COPIER SERVICE AGREEMENT MONTH OF SEPT	44.54
TOTAL BANK CODE: GEN		44.54
TOTAL VENDOR 10899 APPLIED IMAGING		44.54
VENDOR CODE: 10943 ALTOGAS, INC		
BANK CODE: GEN		
349856	PROPANE	12.37
TOTAL BANK CODE: GEN		12.37
TOTAL VENDOR 10943 ALTOGAS, INC		12.37
VENDOR CODE: 10995 CARDMEMBER SERVICE		
BANK CODE: GEN		
SEPT 20 STATEMENT	SEPT 20 STATEMENT	2,257.16
TOTAL BANK CODE: GEN		2,257.16
TOTAL VENDOR 10995 CARDMEMBER SERVICE		2,257.16

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BANK CODE: GEN

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: 10999 GRIFFIN, DEBRA		
BANK CODE: GEN		
VACUUM	REIMBUSEMENT FOR VACUUM PARTS PURCHASED	29.54
TOTAL BANK CODE: GEN		29.54
TOTAL VENDOR 10999 GRIFFIN, DEBRA		29.54
VENDOR CODE: 11101 VREDEVELD HAEFNER LLC		
BANK CODE: GEN		
4930	PROFESSIONAL SERVICES FOR AUDIT COMPLET	1,500.00
TOTAL BANK CODE: GEN		1,500.00
TOTAL VENDOR 11101 VREDEVELD HAEFNER LLC		1,500.00
VENDOR CODE: 11103 SHARE CORPORATION		
BANK CODE: GEN		
146597	WASP & HORNET KILLER	172.62
TOTAL BANK CODE: GEN		172.62
TOTAL VENDOR 11103 SHARE CORPORATION		172.62
VENDOR CODE: 11122 CMP DISTRIBUTORS		
BANK CODE: GEN		
64928	HOLSTERS	149.80
64962	3 FLASHLIGHTS- POLICE	453.75
TOTAL BANK CODE: GEN		603.55
TOTAL VENDOR 11122 CMP DISTRIBUTORS		603.55
VENDOR CODE: MISC BERNIE MORGAN		
BANK CODE: GEN		
PUMPKINS	PUMPKINS FOR FALL DISPLAY	125.00
TOTAL BANK CODE: GEN		125.00
TOTAL VENDOR MISC BERNIE MORGAN		125.00
GRAND TOTAL:		209,362.47

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REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

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PERIOD ENDING 09/30/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORM (ABNORM)	ACTIVITY FOR MONTH 09/30/20 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	2020-21 ORIGINAL BUDGET
Fund 101 - GENERAL FUND							
Revenues							
Dept 000							
101-000-403.000	PROPERTY TAX	557,000.00	547,811.36	438,205.04	9,188.64	98.35	557,000.00
101-000-403.100	DELINQUENT PROP TAX	676.85	10.66	0.00	666.19	1.57	676.85
101-000-403.200	SOLID WASTE TAX	65,355.95	68,947.53	55,152.37	(3,591.58)	105.50	65,355.95
101-000-406.000	CITY PENALTY	4,000.00	40.11	40.11	3,959.89	1.00	4,000.00
101-000-423.000	TRAILER COURT TAX	2,751.00	444.00	221.00	2,307.00	16.14	2,751.00
101-000-452.000	LIQUOR LICENSE	1,683.55	1,889.25	0.00	(205.70)	112.22	1,683.55
101-000-453.000	TELECOM RIGHT OF WAY MAINTENA	7,000.00	0.00	0.00	7,000.00	0.00	7,000.00
101-000-476.000	RECYCLING	723.18	450.00	0.00	273.18	62.23	723.18
101-000-477.000	PERMITS	4,000.00	1,700.00	520.00	2,300.00	42.50	4,000.00
101-000-528.000	OTHER FEDERAL GRANTS	0.00	10,055.00	0.00	(10,055.00)	100.00	0.00
101-000-543.010	PUBLIC ACT 302 LAW ENF.	518.35	0.00	0.00	518.35	0.00	518.35
101-000-573.000	LOCAL COMMUNITY STABILIZATION	150,000.00	0.00	0.00	150,000.00	0.00	150,000.00
101-000-575.000	EVIP DISTRIBUTION (A, C, E)	38,000.00	0.00	0.00	38,000.00	0.00	38,000.00
101-000-576.000	ST SHARED REV - SALES TAX	228,000.00	4,784.00	0.00	223,216.00	2.10	228,000.00
101-000-579.000	GRANT REVENUE	11,500.00	859.50	0.00	10,640.50	7.47	11,500.00
101-000-600.000	CHARGES FOR SERVICES - PD	200.00	60.00	30.00	140.00	30.00	200.00
101-000-618.000	ADMINISTRATION FEE	28,000.00	19,314.13	13,130.07	8,685.87	68.98	28,000.00
101-000-655.000	FINES & FORFEITURES	4,300.00	273.90	95.70	4,026.10	6.37	4,300.00
101-000-665.000	INTEREST	31,400.00	897.49	339.39	30,502.51	2.86	31,400.00
101-000-671.000	FIXED ASSETS - PD	0.00	37,089.00	0.00	(37,089.00)	100.00	0.00
101-000-673.000	SALE OF FIXED ASSETS	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00
101-000-680.002	SPECIAL EVENTS - FIRE/HOLIDAY	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00
101-000-680.004	SPECIAL EVENTS-GIZZARDFEST	4,000.00	130.00	0.00	3,870.00	3.25	4,000.00
101-000-682.000	REIMBURSEMENT	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00
Total Dept 000		1,148,608.88	694,755.93	507,733.68	453,852.95	60.49	1,148,608.88
TOTAL REVENUES		1,148,608.88	694,755.93	507,733.68	453,852.95	60.49	1,148,608.88
Expenditures							
Dept 000							
101-000-698.106	TRANSFER OUT	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00
Total Dept 000		2,500.00	0.00	0.00	2,500.00	0.00	2,500.00
Dept 101 - CITY COUNCIL							
101-101-703.000	SALARIES	4,200.00	420.00	420.00	3,780.00	10.00	4,200.00
101-101-706.000	RR-CROSSING MAINTENANCE FEE	2,260.00	0.00	0.00	2,260.00	0.00	2,260.00
101-101-719.000	FRINGE BENEFITS	642.60	32.13	32.13	610.47	5.00	642.60
101-101-731.000	PUBLICATION	700.00	0.00	0.00	700.00	0.00	700.00
101-101-740.000	SUPPLIES	100.00	0.00	0.00	100.00	0.00	100.00
101-101-775.000	REPAIRS & MAINT	50.00	0.00	0.00	50.00	0.00	50.00
101-101-913.000	INSURANCE-LIAB & WORKMAN COMP	16,805.00	11,986.51	4,103.73	4,818.49	71.33	16,805.00
101-101-960.000	CONFERENCE AND WORKSHOPS	200.00	0.00	0.00	200.00	0.00	200.00
Total Dept 101 - CITY COUNCIL		24,957.60	12,438.64	4,555.86	12,518.96	49.84	24,957.60
Dept 171 - MAYOR							
101-171-703.000	SALARIES	1,200.00	180.00	180.00	1,020.00	15.00	1,200.00
101-171-719.000	FRINGE BENEFITS	91.00	13.77	13.77	77.23	15.13	91.00

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Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 171 - MAYOR		1,291.00	193.77	193.77	1,097.23	15.01	1,291.00
Dept 172 - CITY MANAGER							
101-172-703.000	SALARIES	72,575.93	16,748.28	5,582.76	55,827.65	23.08	72,575.93
101-172-719.000	FRINGE BENEFITS	19,251.40	3,318.87	1,085.96	15,932.53	17.24	19,251.40
101-172-740.000	SUPPLIES	200.00	0.00	0.00	200.00	0.00	200.00
101-172-781.000	COMPUTER SOFTWARE	5.10	0.00	0.00	5.10	0.00	5.10
101-172-809.000	TRAINING	630.00	0.00	0.00	630.00	0.00	630.00
101-172-958.000	DUES AND SUBSCRIPTIONS	200.00	0.00	0.00	200.00	0.00	200.00
101-172-980.100	COMPUTER EQUIPMENT	0.00	197.91	0.00	(197.91)	100.00	0.00
Total Dept 172 - CITY MANAGER		92,862.43	20,265.06	6,668.72	72,597.37	21.82	92,862.43
Dept 209 - ASSESSOR							
101-209-703.000	SALARIES	1,147.51	242.30	80.76	905.21	21.12	1,147.51
101-209-719.000	FRINGE BENEFITS	779.52	129.45	39.57	650.07	16.61	779.52
101-209-731.000	PUBLICATION	200.00	0.00	0.00	200.00	0.00	200.00
101-209-740.000	SUPPLIES	200.00	0.00	0.00	200.00	0.00	200.00
101-209-741.000	POSTAGE	500.00	0.00	0.00	500.00	0.00	500.00
101-209-781.000	COMPUTER SOFTWARE	1,400.00	235.00	0.00	1,165.00	16.79	1,400.00
101-209-810.050	RE INSPECTION - 20%	3,150.00	726.82	242.28	2,423.18	23.07	3,150.00
101-209-813.000	BOARD OF REVIEW	1,400.00	150.00	0.00	1,250.00	10.71	1,400.00
101-209-818.000	CONTRACT LABOR	15,999.96	2,666.66	1,333.33	13,333.30	16.67	15,999.96
Total Dept 209 - ASSESSOR		24,776.99	4,150.23	1,695.94	20,626.76	16.75	24,776.99
Dept 210 - ATTORNEY							
101-210-801.000	ATTORNEY	23,500.00	1,824.50	0.00	21,675.50	7.76	23,500.00
Total Dept 210 - ATTORNEY		23,500.00	1,824.50	0.00	21,675.50	7.76	23,500.00
Dept 215 - CLERK							
101-215-703.000	SALARIES	46,081.70	5,641.26	1,489.50	40,440.44	12.24	46,081.70
101-215-719.000	FRINGE BENEFITS	25,110.42	4,451.06	1,281.78	20,659.36	17.73	25,110.42
101-215-731.000	PUBLICATION	300.00	0.00	0.00	300.00	0.00	300.00
101-215-740.000	SUPPLIES	450.00	9.41	9.41	440.59	2.09	450.00
101-215-741.000	POSTAGE	200.00	0.00	0.00	200.00	0.00	200.00
101-215-781.000	COMPUTER SOFTWARE	500.00	0.00	0.00	500.00	0.00	500.00
101-215-809.000	TRAINING	300.00	0.00	0.00	300.00	0.00	300.00
101-215-818.000	CONTRACT LABOR	0.00	75.00	0.00	(75.00)	100.00	0.00
101-215-822.000	ELECTIONS	5,000.00	4,140.78	995.82	859.22	82.82	5,000.00
101-215-958.000	DUES AND SUBSCRIPTIONS	200.00	0.00	0.00	200.00	0.00	200.00
101-215-960.000	CONFERENCE AND WORKSHOPS	200.00	0.00	0.00	200.00	0.00	200.00
101-215-980.100	COMPUTER EQUIPMENT	550.00	197.91	0.00	352.09	35.98	550.00
Total Dept 215 - CLERK		78,892.12	14,515.42	3,776.51	64,376.70	18.40	78,892.12
Dept 224 - AUDIT							
101-224-807.000	AUDIT	18,000.00	11,000.00	11,000.00	7,000.00	61.11	18,000.00
Total Dept 224 - AUDIT		18,000.00	11,000.00	11,000.00	7,000.00	61.11	18,000.00

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Fund 101 - GENERAL FUND							
Expenditures							
Dept 253 - TREASURERS OFFICE							
101-253-703.000	SALARIES	62,410.85	14,402.52	4,800.84	48,008.33	23.08	62,410.85
101-253-719.000	FRINGE BENEFITS	21,025.00	4,051.69	1,321.72	16,973.31	19.27	21,025.00
101-253-731.000	PUBLICATION	100.00	0.00	0.00	100.00	0.00	100.00
101-253-740.000	SUPPLIES	300.00	0.00	0.00	300.00	0.00	300.00
101-253-741.000	POSTAGE	1,100.00	0.00	0.00	1,100.00	0.00	1,100.00
101-253-781.000	COMPUTER SOFTWARE	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00
101-253-814.000	BANK SERVICE CHARGES	1,600.00	334.05	112.95	1,265.95	20.88	1,600.00
101-253-960.000	CONFERENCE AND WORKSHOPS	225.04	0.00	0.00	225.04	0.00	225.04
101-253-980.100	COMPUTER EQUIPMENT	0.00	197.92	0.00	(197.92)	100.00	0.00
Total Dept 253 - TREASURERS OFFICE		87,760.89	18,986.18	6,235.51	68,774.71	21.63	87,760.89
Dept 265 - CITY HALL							
101-265-731.000	PUBLICATION	1,400.00	0.00	0.00	1,400.00	0.00	1,400.00
101-265-740.000	SUPPLIES	3,000.00	312.15	75.60	2,687.85	10.41	3,000.00
101-265-740.400	COMMUNITY HOLIDAY EVENT	400.00	0.00	0.00	400.00	0.00	400.00
101-265-740.500	COMMUNITY SPEC EVENTS	900.00	0.00	0.00	900.00	0.00	900.00
101-265-741.000	POSTAGE	500.00	238.90	(0.55)	261.10	47.78	500.00
101-265-775.000	REPAIRS & MAINT	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00
101-265-781.000	COMPUTER SOFTWARE	3,700.00	1,583.50	0.00	2,116.50	42.80	3,700.00
101-265-802.000	SERVICE	2,000.00	755.18	36.41	1,244.82	37.76	2,000.00
101-265-818.000	CONTRACT LABOR	500.00	0.00	0.00	500.00	0.00	500.00
101-265-853.000	TELEPHONE EXPENSE	3,000.00	271.85	271.85	2,728.15	9.06	3,000.00
101-265-920.000	UTILITIES	15,286.51	2,547.74	841.49	12,738.77	16.67	15,286.51
101-265-958.000	DUES AND SUBSCRIPTIONS	324.00	0.00	0.00	324.00	0.00	324.00
101-265-970.000	CAPITAL OUTLAY	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00
Total Dept 265 - CITY HALL		35,010.51	5,709.32	1,224.80	29,301.19	16.31	35,010.51
Dept 301 - POLICE							
101-301-703.000	SALARIES	119,365.94	26,532.08	9,068.83	92,833.86	22.23	119,365.94
101-301-703.002	OVERTIME SALARIES	4,600.00	706.86	487.58	3,893.14	15.37	4,600.00
101-301-719.000	FRINGE BENEFITS	34,072.33	7,061.35	2,351.62	27,010.98	20.72	34,072.33
101-301-725.000	UNIFORM EXPENSES	2,400.00	111.70	111.70	2,288.30	4.65	2,400.00
101-301-740.000	SUPPLIES	7,000.00	242.09	220.90	6,757.91	3.46	7,000.00
101-301-775.000	REPAIRS & MAINT	5,692.48	0.00	0.00	5,692.48	0.00	5,692.48
101-301-781.000	COMPUTER SOFTWARE	500.00	0.00	0.00	500.00	0.00	500.00
101-301-801.000	ATTORNEY	2,400.00	891.00	0.00	1,509.00	37.13	2,400.00
101-301-802.000	SERVICE	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00
101-301-809.000	TRAINING	800.00	0.00	0.00	800.00	0.00	800.00
101-301-851.000	RADIO REPAIRS	300.00	0.00	0.00	300.00	0.00	300.00
101-301-853.000	TELEPHONE EXPENSE	1,000.00	267.68	110.16	732.32	26.77	1,000.00
101-301-862.000	GAS	6,000.00	583.28	219.03	5,416.72	9.72	6,000.00
101-301-959.000	MISC	250.00	0.00	0.00	250.00	0.00	250.00
101-301-970.000	CAPITAL OUTLAY	0.00	43,731.23	42,651.89	(43,731.23)	100.00	0.00
101-301-972.000	CAPITAL OUTLAY - POLICE	39,167.00	0.00	0.00	39,167.00	0.00	39,167.00
101-301-980.100	COMPUTER EQUIPMENT	0.00	1,907.25	1,907.25	(1,907.25)	100.00	0.00
Total Dept 301 - POLICE		224,547.75	82,034.52	57,128.96	142,513.23	36.53	224,547.75
Dept 302 - POLICE STATE TRAINING							
101-302-810.000	EXPENSE	500.00	0.00	0.00	500.00	0.00	500.00

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Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 302 - POLICE STATE TRAINING							
		500.00	0.00	0.00	500.00	0.00	500.00
Dept 337 - EMS							
101-337-810.000	CHANGE ACCOUNT TO "SERVICE"	122,400.00	61,200.00	0.00	61,200.00	50.00	122,400.00
Total Dept 337 - EMS							
		122,400.00	61,200.00	0.00	61,200.00	50.00	122,400.00
Dept 400 - PLANNING COMMISSION							
101-400-703.000	SALARIES	2,400.00	145.00	145.00	2,255.00	6.04	2,400.00
101-400-719.000	FRINGE BENEFITS	131.00	18.36	18.36	112.64	14.02	131.00
101-400-731.000	PUBLICATION	415.00	156.91	156.91	258.09	37.81	415.00
101-400-803.000	ENGINEERS FEES	13,000.00	3,861.00	3,861.00	9,139.00	29.70	13,000.00
Total Dept 400 - PLANNING COMMISSION							
		15,946.00	4,181.27	4,181.27	11,764.73	26.22	15,946.00
Dept 410 - ZONING							
101-410-703.000	SALARIES	36,982.40	8,534.40	2,844.80	28,448.00	23.08	36,982.40
101-410-719.000	FRINGE BENEFITS	3,360.00	652.88	217.62	2,707.12	19.43	3,360.00
101-410-731.000	PUBLICATION	500.00	0.00	0.00	500.00	0.00	500.00
101-410-740.000	SUPPLIES	960.00	13.47	0.00	946.53	1.40	960.00
101-410-853.000	TELEPHONE EXPENSE	750.00	133.85	55.09	616.15	17.85	750.00
101-410-960.000	CONFERENCE AND WORKSHOPS	275.00	0.00	0.00	275.00	0.00	275.00
Total Dept 410 - ZONING							
		42,827.40	9,334.60	3,117.51	33,492.80	21.80	42,827.40
Dept 441 - DPW							
101-441-731.000	PUBLICATION	329.00	0.00	0.00	329.00	0.00	329.00
101-441-740.000	SUPPLIES	700.00	0.00	0.00	700.00	0.00	700.00
101-441-775.000	REPAIRS & MAINT	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00
101-441-802.000	SERVICE	800.00	0.00	0.00	800.00	0.00	800.00
101-441-810.020	RECYCLING EXPENSE	15,000.00	1,871.54	580.00	13,128.46	12.48	15,000.00
Total Dept 441 - DPW							
		18,829.00	1,871.54	580.00	16,957.46	9.94	18,829.00
Dept 445 - DRAIN AT LARGE							
101-445-810.000	EXPENSE	1,100.00	0.00	0.00	1,100.00	0.00	1,100.00
Total Dept 445 - DRAIN AT LARGE							
		1,100.00	0.00	0.00	1,100.00	0.00	1,100.00
Dept 448 - STREET LIGHTS							
101-448-920.000	UTILITIES	36,000.00	4,043.21	2,374.82	31,956.79	11.23	36,000.00
Total Dept 448 - STREET LIGHTS							
		36,000.00	4,043.21	2,374.82	31,956.79	11.23	36,000.00
Dept 906 - DEBT SERVICE							
101-906-738.000	TOWNSHIP/MILL	13,000.00	0.00	0.00	13,000.00	0.00	13,000.00
101-906-991.000	DEBT SERVICE - PRINCIPAL	25,322.50	22,233.50	0.00	3,089.00	87.80	25,322.50
101-906-995.000	BOND INTEREST	30,498.27	12,107.29	0.00	18,390.98	39.70	30,498.27

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Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 906 - DEBT SERVICE		68,820.77	34,340.79	0.00	34,479.98	49.90	68,820.77
Dept 965 - CONTRIBUTIONS TO OTHER FUNDS							
101-965-965.202	CONTRIB TO MAJOR STREET FUND	4,900.00	0.00	0.00	4,900.00	0.00	4,900.00
101-965-965.203	CONTRIB TO LOCAL STREET FUND	16,934.50	0.00	0.00	16,934.50	0.00	16,934.50
101-965-965.208	CONTRIB TO PARK FUND	108,000.00	0.00	0.00	108,000.00	0.00	108,000.00
101-965-965.641	CONTRIB TO EQP REPAIR & REPL	40,577.29	0.00	0.00	40,577.29	0.00	40,577.29
Total Dept 965 - CONTRIBUTIONS TO OTHER FUNDS		170,411.79	0.00	0.00	170,411.79	0.00	170,411.79
TOTAL EXPENDITURES		1,090,934.25	286,089.05	102,733.67	804,845.20	26.22	1,090,934.25
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		1,148,608.88	694,755.93	507,733.68	453,852.95	60.49	1,148,608.88
TOTAL EXPENDITURES		1,090,934.25	286,089.05	102,733.67	804,845.20	26.22	1,090,934.25
NET OF REVENUES & EXPENDITURES		57,674.63	408,666.88	405,000.01	(350,992.25)	708.57	57,674.63

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Fund 202 - MAJOR STREET FUND							
Revenues							
Dept 000							
202-000-408.200	SPEC ASSESSMENT ROAD - SUNSET	63.23	2,496.52	1,509.38	(2,433.29)	3,948.32	63.23
202-000-553.000	ACT 51	174,061.97	37,620.45	37,620.45	136,441.52	21.61	174,061.97
202-000-553.300	COUNTY ROAD MILL 2014	40,000.00	37.41	0.00	39,962.59	0.09	40,000.00
202-000-699.101	GF CONTRIBUTION	4,900.00	0.00	0.00	4,900.00	0.00	4,900.00
Total Dept 000		219,025.20	40,154.38	39,129.83	178,870.82	18.33	219,025.20
TOTAL REVENUES		219,025.20	40,154.38	39,129.83	178,870.82	18.33	219,025.20
Expenditures							
Dept 463 - ROUTINE MAINT							
202-463-698.106	TRANSFER OUT	104,646.18	0.00	0.00	104,646.18	0.00	104,646.18
202-463-699.203	TRANSFER TO LOCAL STREETS	74,068.42	0.00	0.00	74,068.42	0.00	74,068.42
Total Dept 463 - ROUTINE MAINT		178,714.60	0.00	0.00	178,714.60	0.00	178,714.60
Dept 474 - TRAFFIC SIGNS							
202-474-782.000	STREET MATERIALS & SUPPLIES	500.00	0.00	0.00	500.00	0.00	500.00
Total Dept 474 - TRAFFIC SIGNS		500.00	0.00	0.00	500.00	0.00	500.00
Dept 480 - CONSTRUCTION							
202-480-803.000	ENGINEERS FEES	3,907.56	1,600.00	1,600.00	2,307.56	40.95	3,907.56
202-480-818.000	CONTRACT LABOR	19,000.00	30,411.26	0.00	(11,411.26)	160.06	19,000.00
Total Dept 480 - CONSTRUCTION		22,907.56	32,011.26	1,600.00	(9,103.70)	139.74	22,907.56
Dept 906 - DEBT SERVICE							
202-906-995.000	BOND INTEREST	7,047.04	0.00	0.00	7,047.04	0.00	7,047.04
202-906-996.000	BOND PRINCIPAL	9,856.00	0.00	0.00	9,856.00	0.00	9,856.00
Total Dept 906 - DEBT SERVICE		16,903.04	0.00	0.00	16,903.04	0.00	16,903.04
TOTAL EXPENDITURES		219,025.20	32,011.26	1,600.00	187,013.94	14.62	219,025.20
Fund 202 - MAJOR STREET FUND:							
TOTAL REVENUES		219,025.20	40,154.38	39,129.83	178,870.82	18.33	219,025.20
TOTAL EXPENDITURES		219,025.20	32,011.26	1,600.00	187,013.94	14.62	219,025.20
NET OF REVENUES & EXPENDITURES		0.00	8,143.12	37,529.83	(8,143.12)	100.00	0.00

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Fund 203 - LOCAL STREET FUND							
Revenues							
Dept 000							
203-000-408.200	SPEC ASSESSMENT ROAD - SUNSET	38,838.00	15,263.48	9,210.62	23,574.52	39.30	38,838.00
203-000-553.000	ACT 51	62,285.00	15,251.37	15,251.37	47,033.63	24.49	62,285.00
203-000-553.300	COUNTY ROAD MILL 2014	31,306.00	29.70	0.00	31,276.30	0.09	31,306.00
203-000-699.000	CONTRIBUTIONS FROM OTHER FUND	74,068.42	0.00	0.00	74,068.42	0.00	74,068.42
203-000-699.101	GF CONTRIBUTION	47,034.50	0.00	0.00	47,034.50	0.00	47,034.50
Total Dept 000		253,531.92	30,544.55	24,461.99	222,987.37	12.05	253,531.92
TOTAL REVENUES		253,531.92	30,544.55	24,461.99	222,987.37	12.05	253,531.92
Expenditures							
Dept 463 - ROUTINE MAINT							
203-463-698.106	TRANSFER OUT	87,842.30	0.00	0.00	87,842.30	0.00	87,842.30
Total Dept 463 - ROUTINE MAINT		87,842.30	0.00	0.00	87,842.30	0.00	87,842.30
Dept 480 - CONSTRUCTION							
203-480-803.000	ENGINEERS FEES	10,000.00	1,323.48	1,323.48	8,676.52	13.23	10,000.00
203-480-818.000	CONTRACT LABOR	27,653.60	36,290.83	15,056.00	(8,637.23)	131.23	27,653.60
Total Dept 480 - CONSTRUCTION		37,653.60	37,614.31	16,379.48	39.29	99.90	37,653.60
Dept 906 - DEBT SERVICE							
203-906-995.000	BOND INTEREST	155,206.67	16,753.96	0.00	138,452.71	10.79	155,206.67
203-906-996.000	BOND PRINCIPAL	144,821.50	30,766.50	0.00	114,055.00	21.24	144,821.50
Total Dept 906 - DEBT SERVICE		300,028.17	47,520.46	0.00	252,507.71	15.84	300,028.17
TOTAL EXPENDITURES		425,524.07	85,134.77	16,379.48	340,389.30	20.01	425,524.07
Fund 203 - LOCAL STREET FUND:							
TOTAL REVENUES		253,531.92	30,544.55	24,461.99	222,987.37	12.05	253,531.92
TOTAL EXPENDITURES		425,524.07	85,134.77	16,379.48	340,389.30	20.01	425,524.07
NET OF REVENUES & EXPENDITURES		(171,992.15)	(54,590.22)	8,082.51	(117,401.93)	31.74	(171,992.15)

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORM (ABNORM)	ACTIVITY FOR MONTH 09/30/20 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	2020-21 ORIGINAL BUDGET
Fund 208 - PARK FUND							
Revenues							
Dept 000							
208-000-450.000	3% CABLE T.V.	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00
208-000-451.030	CONCESSIONS	5,000.00	7,361.45	1,282.50	(2,361.45)	147.23	5,000.00
208-000-451.070	FIELD RENTAL	3,093.00	13,414.00	4,193.00	(10,321.00)	433.69	3,093.00
208-000-451.072	BASEBALL FIELD RENTAL	0.00	280.00	40.00	(280.00)	100.00	0.00
208-000-451.084	FLAG FOOTBALL	905.00	0.00	0.00	905.00	0.00	905.00
208-000-451.095	LAWN MOWER RACING	1,800.00	0.00	0.00	1,800.00	0.00	1,800.00
208-000-667.000	PAVILION RENT	1,100.00	440.00	65.00	660.00	40.00	1,100.00
208-000-667.020	TIFA PAVILION - COMMUNITY CEN	2,200.00	150.00	0.00	2,050.00	6.82	2,200.00
208-000-680.001	SPECIAL EVENTS	500.00	0.00	0.00	500.00	0.00	500.00
208-000-682.000	REIMBURSEMENT	6,990.47	1,492.10	1,492.10	5,498.37	21.34	6,990.47
208-000-699.101	GF CONTRIBUTION	108,000.00	0.00	0.00	108,000.00	0.00	108,000.00
Total Dept 000		136,088.47	23,137.55	7,072.60	112,950.92	17.00	136,088.47
TOTAL REVENUES		136,088.47	23,137.55	7,072.60	112,950.92	17.00	136,088.47
Expenditures							
Dept 690 - PARK ADMIN							
208-690-740.000	SUPPLIES	61.14	1,050.00	1,050.00	(988.86)	1,717.37	61.14
208-690-803.000	ENGINEERS FEES	9,000.00	1,860.00	1,860.00	7,140.00	20.67	9,000.00
208-690-818.000	CONTRACT LABOR	18,000.00	0.00	0.00	18,000.00	0.00	18,000.00
Total Dept 690 - PARK ADMIN		27,061.14	2,910.00	2,910.00	24,151.14	10.75	27,061.14
Dept 691 - BALL ADMIN							
208-691-703.000	SALARIES	39,540.80	9,124.80	3,041.60	30,416.00	23.08	39,540.80
208-691-719.000	FRINGE BENEFITS	16,100.00	3,573.72	1,163.01	12,526.28	22.20	16,100.00
208-691-725.000	UNIFORM EXPENSES	250.00	0.00	0.00	250.00	0.00	250.00
208-691-731.000	PUBLICATION	200.00	0.00	0.00	200.00	0.00	200.00
208-691-740.000	SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00
208-691-809.000	TRAINING	550.00	0.00	0.00	550.00	0.00	550.00
208-691-853.000	TELEPHONE EXPENSE	800.00	133.85	55.09	666.15	16.73	800.00
208-691-913.000	INSURANCE-LIAB & WORKMAN COMP	6,346.81	0.00	0.00	6,346.81	0.00	6,346.81
Total Dept 691 - BALL ADMIN		64,787.61	12,832.37	4,259.70	51,955.24	19.81	64,787.61
Dept 770 - LAKE ALLIANCE MAINTENANCE							
208-770-740.000	SUPPLIES	800.00	471.04	81.77	328.96	58.88	800.00
208-770-775.000	REPAIRS & MAINT	3,500.00	2,975.12	230.05	524.88	85.00	3,500.00
208-770-802.000	SERVICE	600.00	3,475.00	150.00	(2,875.00)	579.17	600.00
208-770-920.000	UTILITIES	6,897.72	308.23	103.92	6,589.49	4.47	6,897.72
Total Dept 770 - LAKE ALLIANCE MAINTENANCE		11,797.72	7,229.39	565.74	4,568.33	61.28	11,797.72
Dept 771 - CITY PARK							
208-771-740.000	SUPPLIES	500.00	552.96	552.96	(52.96)	110.59	500.00
208-771-775.000	REPAIRS & MAINT	500.00	0.00	0.00	500.00	0.00	500.00
208-771-818.000	CONTRACT LABOR	3,100.00	520.00	150.00	2,580.00	16.77	3,100.00
208-771-920.000	UTILITIES	2,000.00	228.83	79.78	1,771.17	11.44	2,000.00
208-771-970.000	CAPITAL OUTLAY	200.00	0.00	0.00	200.00	0.00	200.00

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Fund 208 - PARK FUND							
Expenditures							
Total Dept 771 - CITY PARK		6,300.00	1,301.79	782.74	4,998.21	20.66	6,300.00
Dept 772 - SUNSET HILLS PARK							
208-772-775.000	REPAIRS & MAINT	250.00	0.00	0.00	250.00	0.00	250.00
Total Dept 772 - SUNSET HILLS PARK		250.00	0.00	0.00	250.00	0.00	250.00
Dept 774 - BASEBALL							
208-774-740.000	SUPPLIES	800.00	245.33	245.33	554.67	30.67	800.00
208-774-775.000	REPAIRS & MAINT	800.00	750.00	0.00	50.00	93.75	800.00
208-774-920.000	UTILITIES	500.00	69.43	28.86	430.57	13.89	500.00
Total Dept 774 - BASEBALL		2,100.00	1,064.76	274.19	1,035.24	50.70	2,100.00
Dept 777 - BALLFIELD							
208-777-740.000	SUPPLIES	1,500.00	4,641.11	410.64	(3,141.11)	309.41	1,500.00
208-777-744.000	YOUTH FEES (UNIFORMS,ETC.)	1,100.00	0.00	0.00	1,100.00	0.00	1,100.00
208-777-745.000	YOUTH UMPIRE FEES	160.00	0.00	0.00	160.00	0.00	160.00
208-777-802.000	SERVICE	0.00	381.46	381.46	(381.46)	100.00	0.00
208-777-808.000	ADVERTISING	1,800.00	0.00	0.00	1,800.00	0.00	1,800.00
208-777-920.000	UTILITIES	4,000.00	893.15	515.98	3,106.85	22.33	4,000.00
208-777-970.000	CAPITAL OUTLAY	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00
Total Dept 777 - BALLFIELD		10,060.00	5,915.72	1,308.08	4,144.28	58.80	10,060.00
Dept 778 - CONCESSIONS							
208-778-703.000	SALARIES	4,000.00	1,384.79	77.20	2,615.21	34.62	4,000.00
208-778-719.000	FRINGE BENEFITS	612.00	169.65	9.46	442.35	27.72	612.00
208-778-740.000	SUPPLIES	6,500.00	2,717.64	528.98	3,782.36	41.81	6,500.00
208-778-746.000	CONCESSION - FOOD LICENSE	820.00	0.00	0.00	820.00	0.00	820.00
208-778-931.000	DPW MAINT & REPAIR	500.00	0.00	0.00	500.00	0.00	500.00
Total Dept 778 - CONCESSIONS		12,432.00	4,272.08	615.64	8,159.92	34.36	12,432.00
Dept 779 - SPECIAL EVENTS							
208-779-740.000	SUPPLIES	1,300.00	0.00	0.00	1,300.00	0.00	1,300.00
Total Dept 779 - SPECIAL EVENTS		1,300.00	0.00	0.00	1,300.00	0.00	1,300.00
TOTAL EXPENDITURES		136,088.47	35,526.11	10,716.09	100,562.36	26.11	136,088.47
Fund 208 - PARK FUND:							
TOTAL REVENUES		136,088.47	23,137.55	7,072.60	112,950.92	17.00	136,088.47
TOTAL EXPENDITURES		136,088.47	35,526.11	10,716.09	100,562.36	26.11	136,088.47
NET OF REVENUES & EXPENDITURES		0.00	(12,388.56)	(3,643.49)	12,388.56	100.00	0.00

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Fund 401 - CAPITAL PROJECT FUND- DOWNTOWN							
Revenues							
Dept 000							
401-000-699.106	TRANSFER IN	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00
Total Dept 000		2,500.00	0.00	0.00	2,500.00	0.00	2,500.00
TOTAL REVENUES		2,500.00	0.00	0.00	2,500.00	0.00	2,500.00
Expenditures							
Dept 729 - DOWNTOWN							
401-729-740.600	LANDSCAPING SUPPLIES	2,000.00	2,650.81	1,304.89	(650.81)	132.54	2,000.00
401-729-818.000	CONTRACT LABOR	19,000.00	17,753.00	1,607.00	1,247.00	93.44	19,000.00
401-729-967.000	SIDEWALK AND LIGHTING IMPROVE	500.00	0.00	0.00	500.00	0.00	500.00
Total Dept 729 - DOWNTOWN		21,500.00	20,403.81	2,911.89	1,096.19	94.90	21,500.00
TOTAL EXPENDITURES		21,500.00	20,403.81	2,911.89	1,096.19	94.90	21,500.00
Fund 401 - CAPITAL PROJECT FUND- DOWNTOWN:							
TOTAL REVENUES		2,500.00	0.00	0.00	2,500.00	0.00	2,500.00
TOTAL EXPENDITURES		21,500.00	20,403.81	2,911.89	1,096.19	94.90	21,500.00
NET OF REVENUES & EXPENDITURES		(19,000.00)	(20,403.81)	(2,911.89)	1,403.81	107.39	(19,000.00)

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Fund 590 - SEWER FUND							
Revenues							
Dept 000							
590-000-642.000	BILLS	142,885.24	44,300.43	10,654.52	98,584.81	31.00	142,885.24
590-000-642.001	FIXED COSTS	400,737.05	102,820.89	20,772.23	297,916.16	25.66	400,737.05
590-000-655.000	FINES & FORFEITURES	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00
590-000-672.000	HOOK UP FEES	2,500.00	2,500.00	0.00	0.00	100.00	2,500.00
590-000-698.300	BOND RESERVE - RD PROJECT 201	17,800.00	0.00	0.00	17,800.00	0.00	17,800.00
590-000-698.310	BOND RESERVE 1-B	10,900.00	0.00	0.00	10,900.00	0.00	10,900.00
590-000-698.320	BOND RESERVE - 2A	9,050.00	0.00	0.00	9,050.00	0.00	9,050.00
590-000-698.400	RRI - RD PROJECT 2014	14,733.00	0.00	0.00	14,733.00	0.00	14,733.00
Total Dept 000		613,605.29	149,621.32	31,426.75	463,983.97	24.38	613,605.29
TOTAL REVENUES		613,605.29	149,621.32	31,426.75	463,983.97	24.38	613,605.29
Expenditures							
Dept 527 - ADMINISTRATIVE							
590-527-703.000	SALARIES	20,292.48	4,760.13	1,788.60	15,532.35	23.46	20,292.48
590-527-719.000	FRINGE BENEFITS	5,650.00	1,454.66	500.33	4,195.34	25.75	5,650.00
590-527-740.000	SUPPLIES	1,400.00	357.07	175.90	1,042.93	25.51	1,400.00
590-527-741.000	POSTAGE	2,100.00	599.05	107.97	1,500.95	28.53	2,100.00
590-527-775.000	REPAIRS & MAINT	300.00	0.00	0.00	300.00	0.00	300.00
590-527-781.000	COMPUTER SOFTWARE	600.00	0.00	0.00	600.00	0.00	600.00
590-527-803.000	ENGINEERS FEES	16,000.00	0.00	0.00	16,000.00	0.00	16,000.00
590-527-807.000	AUDIT	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00
590-527-809.000	TRAINING	2,100.00	0.00	0.00	2,100.00	0.00	2,100.00
Total Dept 527 - ADMINISTRATIVE		56,442.48	7,170.91	2,572.80	49,271.57	12.70	56,442.48
Dept 556 - DPW							
590-556-740.000	SUPPLIES	10,000.00	15.00	0.00	9,985.00	0.15	10,000.00
590-556-743.000	METERS	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00
590-556-775.000	REPAIRS & MAINT	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00
590-556-802.000	SERVICE	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00
590-556-803.000	ENGINEERS FEES	20,000.00	2,506.88	2,506.88	17,493.12	12.53	20,000.00
590-556-818.000	CONTRACT LABOR	250.00	0.00	0.00	250.00	0.00	250.00
590-556-931.000	DPW MAINT & REPAIR	500.00	0.00	0.00	500.00	0.00	500.00
590-556-943.000	EQUIPMENT RENTAL	20.00	0.00	0.00	20.00	0.00	20.00
590-556-970.000	CAPITAL OUTLAY	254,545.50	8,145.00	0.00	246,400.50	3.20	254,545.50
590-556-999.000	OPERATING TRANSFER -OUT	85,982.28	0.00	0.00	85,982.28	0.00	85,982.28
Total Dept 556 - DPW		378,297.78	10,666.88	2,506.88	367,630.90	2.82	378,297.78
Dept 906 - DEBT SERVICE							
590-906-991.000	DEBT SERVICE - PRINCIPAL	156,000.00	40,000.00	0.00	116,000.00	25.64	156,000.00
590-906-995.000	BOND INTEREST	220,552.00	34,471.25	0.00	186,080.75	15.63	220,552.00
590-906-998.100	BOND RESERVE - PH 1	17,800.00	0.00	0.00	17,800.00	0.00	17,800.00
590-906-998.110	BOND RESERVE 1-B	10,900.00	0.00	0.00	10,900.00	0.00	10,900.00
590-906-998.120	BOND RESERVE 2A	9,050.00	0.00	0.00	9,050.00	0.00	9,050.00
590-906-999.100	RRI RESERVE - PH 1	14,733.00	0.00	0.00	14,733.00	0.00	14,733.00
Total Dept 906 - DEBT SERVICE		429,035.00	74,471.25	0.00	354,563.75	17.36	429,035.00

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		AMENDED BUDGET	09/30/2020 NORM (ABNORM)	MONTH 09/30/20 INCR (DECR)	BALANCE NORM (ABNORM)		ORIGINAL BUDGET
Fund 590 - SEWER FUND							
Expenditures							
TOTAL EXPENDITURES		863,775.26	92,309.04	5,079.68	771,466.22	10.69	863,775.26
Fund 590 - SEWER FUND:							
TOTAL REVENUES		613,605.29	149,621.32	31,426.75	463,983.97	24.38	613,605.29
TOTAL EXPENDITURES		863,775.26	92,309.04	5,079.68	771,466.22	10.69	863,775.26
NET OF REVENUES & EXPENDITURES		(250,169.97)	57,312.28	26,347.07	(307,482.25)	22.91	(250,169.97)

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Fund 591 - WATER FUND							
Revenues							
Dept 000							
591-000-608.000	PENALTIES	320.00	65.00	0.00	255.00	20.31	320.00
591-000-642.000	BILLS	183,981.36	58,293.42	13,993.16	125,687.94	31.68	183,981.36
591-000-642.001	FIXED COSTS	336,684.00	84,390.70	18,087.62	252,293.30	25.07	336,684.00
591-000-655.000	FINES & FORFEITURES	11,606.18	0.00	0.00	11,606.18	0.00	11,606.18
591-000-672.000	HOOK UP FEES	0.00	2,000.00	0.00	(2,000.00)	100.00	0.00
591-000-698.000	MISC INCOME	0.00	235.00	0.00	(235.00)	100.00	0.00
591-000-698.300	BOND RESERVE - RD PROJECT 201	10,200.00	0.00	0.00	10,200.00	0.00	10,200.00
591-000-698.320	BOND RESERVE - 2A	10,810.00	0.00	0.00	10,810.00	0.00	10,810.00
591-000-698.400	RRI - RD PROJECT 2014	32,933.00	0.00	0.00	32,933.00	0.00	32,933.00
Total Dept 000		586,534.54	144,984.12	32,080.78	441,550.42	24.72	586,534.54
TOTAL REVENUES		586,534.54	144,984.12	32,080.78	441,550.42	24.72	586,534.54
Expenditures							
Dept 527 - ADMINISTRATIVE							
591-527-731.000	PUBLICATION	500.00	0.00	0.00	500.00	0.00	500.00
591-527-740.000	SUPPLIES	1,300.00	357.05	175.89	942.95	27.47	1,300.00
591-527-741.000	POSTAGE	2,400.00	599.04	107.97	1,800.96	24.96	2,400.00
591-527-781.000	COMPUTER SOFTWARE	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00
591-527-803.000	ENGINEERS FEES	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00
591-527-807.000	AUDIT	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00
591-527-809.000	TRAINING	500.00	0.00	0.00	500.00	0.00	500.00
591-527-931.000	DPW MAINT & REPAIR	4,037.81	0.00	0.00	4,037.81	0.00	4,037.81
Total Dept 527 - ADMINISTRATIVE		33,237.81	956.09	283.86	32,281.72	2.88	33,237.81
Dept 556 - DPW							
591-556-740.000	SUPPLIES	6,000.00	728.95	0.00	5,271.05	12.15	6,000.00
591-556-743.000	METERS	22,786.41	0.00	0.00	22,786.41	0.00	22,786.41
591-556-775.000	REPAIRS & MAINT	24,000.00	270.00	270.00	23,730.00	1.13	24,000.00
591-556-802.000	SERVICE	6,700.00	559.00	559.00	6,141.00	8.34	6,700.00
591-556-803.000	ENGINEERS FEES	13,000.00	0.00	0.00	13,000.00	0.00	13,000.00
591-556-920.000	UTILITIES	7,421.54	0.00	0.00	7,421.54	0.00	7,421.54
591-556-970.000	CAPITAL OUTLAY	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00
591-556-999.000	OPERATING TRANSFER -OUT	180,000.00	0.00	0.00	180,000.00	0.00	180,000.00
Total Dept 556 - DPW		309,907.95	1,557.95	829.00	308,350.00	0.50	309,907.95
Dept 906 - DEBT SERVICE							
591-906-995.000	BOND INTEREST	120,523.00	21,298.75	0.00	99,224.25	17.67	120,523.00
591-906-996.000	BOND PRINCIPAL	90,000.00	25,000.00	0.00	65,000.00	27.78	90,000.00
591-906-998.100	BOND RESERVE - PH 1	10,200.00	0.00	0.00	10,200.00	0.00	10,200.00
591-906-998.120	BOND RESERVE 2A	10,810.00	0.00	0.00	10,810.00	0.00	10,810.00
591-906-999.100	RRI RESERVE - PH 1	32,933.00	0.00	0.00	32,933.00	0.00	32,933.00
Total Dept 906 - DEBT SERVICE		264,466.00	46,298.75	0.00	218,167.25	17.51	264,466.00
TOTAL EXPENDITURES		607,611.76	48,812.79	1,112.86	558,798.97	8.03	607,611.76

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REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE
PERIOD ENDING 09/30/2020

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	2020-21
		AMENDED BUDGET	09/30/2020 NORM (ABNORM)	MONTH 09/30/20 INCR (DECR)	BALANCE NORM (ABNORM)		ORIGINAL BUDGET
Fund 591 - WATER FUND							
Fund 591 - WATER FUND:							
TOTAL REVENUES		586,534.54	144,984.12	32,080.78	441,550.42	24.72	586,534.54
TOTAL EXPENDITURES		607,611.76	48,812.79	1,112.86	558,798.97	8.03	607,611.76
NET OF REVENUES & EXPENDITURES		(21,077.22)	96,171.33	30,967.92	(117,248.55)	456.28	(21,077.22)

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REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

Page: 15/15

PERIOD ENDING 09/30/2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORM (ABNORM)	ACTIVITY FOR MONTH 09/30/20 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	2020-21 ORIGINAL BUDGET
Fund 641 - EQUIPMENT REPAIR & REPLACEMENT							
Revenues							
Dept 000							
641-000-674.010	OPERATING TRANSFER-IN	499,048.05	0.00	0.00	499,048.05	0.00	499,048.05
Total Dept 000		499,048.05	0.00	0.00	499,048.05	0.00	499,048.05
TOTAL REVENUES		499,048.05	0.00	0.00	499,048.05	0.00	499,048.05
Expenditures							
Dept 932 - EQUIPMENT REPAIR ACTIVITY							
641-932-703.000	SALARIES	220,918.43	55,771.57	18,187.65	165,146.86	25.25	220,918.43
641-932-703.002	OVERTIME SALARIES	10,538.88	2,055.36	685.12	8,483.52	19.50	10,538.88
641-932-719.000	FRINGE BENEFITS	101,000.00	22,105.71	7,059.48	78,894.29	21.89	101,000.00
641-932-725.000	UNIFORM EXPENSES	2,500.00	383.31	170.36	2,116.69	15.33	2,500.00
641-932-740.000	SUPPLIES	10,000.00	5,594.25	2,456.14	4,405.75	55.94	10,000.00
641-932-775.000	REPAIRS & MAINT	12,070.00	2,927.77	330.58	9,142.23	24.26	12,070.00
641-932-781.000	COMPUTER SOFTWARE	4,600.00	1,583.50	0.00	3,016.50	34.42	4,600.00
641-932-802.000	SERVICE	4,000.00	4,136.08	1,500.00	(136.08)	103.40	4,000.00
641-932-809.000	TRAINING	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00
641-932-853.000	TELEPHONE EXPENSE	3,000.00	535.40	220.34	2,464.60	17.85	3,000.00
641-932-862.000	GAS	11,600.00	2,839.71	1,669.07	8,760.29	24.48	11,600.00
641-932-913.000	INSURANCE-LIAB & WORKMAN COMP	28,820.74	0.00	0.00	28,820.74	0.00	28,820.74
641-932-920.000	UTILITIES	84,000.00	10,836.45	5,356.47	73,163.55	12.90	84,000.00
641-932-958.000	DUES AND SUBSCRIPTIONS	0.00	735.00	0.00	(735.00)	100.00	0.00
641-932-970.000	CAPITAL OUTLAY	5,000.00	6,171.75	0.00	(1,171.75)	123.44	5,000.00
Total Dept 932 - EQUIPMENT REPAIR ACTIVITY		499,048.05	115,675.86	37,635.21	383,372.19	23.18	499,048.05
TOTAL EXPENDITURES		499,048.05	115,675.86	37,635.21	383,372.19	23.18	499,048.05
Fund 641 - EQUIPMENT REPAIR & REPLACEMENT:							
TOTAL REVENUES		499,048.05	0.00	0.00	499,048.05	0.00	499,048.05
TOTAL EXPENDITURES		499,048.05	115,675.86	37,635.21	383,372.19	23.18	499,048.05
NET OF REVENUES & EXPENDITURES		0.00	(115,675.86)	(37,635.21)	115,675.86	100.00	0.00
TOTAL REVENUES - ALL FUNDS							
TOTAL REVENUES - ALL FUNDS		3,458,942.35	1,083,197.85	641,905.63	2,375,744.50	31.32	3,458,942.35
TOTAL EXPENDITURES - ALL FUNDS		3,863,507.06	715,962.69	178,168.88	3,147,544.37	18.53	3,863,507.06
NET OF REVENUES & EXPENDITURES		(404,564.71)	367,235.16	463,736.75	(771,799.87)	90.77	(404,564.71)

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BANK RECONCILIATION FOR CITY OF POTTERVILLE
 Bank GEN (GENERAL POOLED ACCOUNT)
 FROM 09/01/2020 TO 09/30/2020
 Reconciliation Record ID: 59

Page 1/1

Beginning GL Balance:	2,219,988.93
Add: Cash Receipts	605,345.77
Less: Cash Disbursements	(123,605.23)
Less: Payroll Disbursements	(60,868.18)
Add: Journal Entries/Other	67,438.91
Ending GL Balance:	2,708,300.20

GL Number	Description	Ending Balance
101-000-001.000	CASH	844,592.64
202-000-001.000	CASH	202,687.88
203-000-001.000	CASH	160,477.52
208-000-001.000	CASH	8,438.68
370-000-001.000	CASH	
401-000-001.000	CASH	660.89
590-000-001.000	CASH	428,747.20
590-000-010.000	CASH IN BANK - BOND RESERVE	177,550.00
590-000-011.000	CASH IN BANK-REPLACEMENT FUND	88,398.25
591-000-001.000	CASH	549,543.13
591-000-010.000	CASH IN BANK - BOND RESERVE	100,330.00
591-000-011.000	CASH IN BANK-REPLACEMENT FUND	197,597.75
598-000-001.000	CASH	9,011.35
641-000-001.000	CASH	(59,735.09)
704-000-001.000	CASH	
708-000-001.000	CASH	
865-000-001.000	CASH	

Ending GL Balance: 2,708,300.20

Ending Bank Balance: 2,748,193.52

Add: Miscellaneous Transactions 1,008.58

Add: Deposits in Transit

09/30/2020 Deposit ID: 355 1,908.17

PAYROLL VOID CHECKS 30.35

COUNCIL/PLANNING PAYROLL 3RD QUARTER (809.26)

1,129.26

Less: 4 AP Outstanding Checks 42,031.16

Less: 0 PR Outstanding Checks

Adjusted Bank Balance 2,708,300.20

Unreconciled Difference: 0.00

REVIEWED BY: 

DATE: 10-8-20

10/01/2020 03:59 PM
 User: JWest
 DB: Potterville

BANK RECONCILIATION FOR CITY OF POTTERVILLE
 Bank TAX (TAX ACCOUNT)
 FROM 09/01/2020 TO 09/30/2020
 Reconciliation Record ID: 60

Page 1/1

GL Number	Description	Beginning Balance
703-000-001.000	CASH	267,842.16
Beginning GL Balance:		267,842.16
Add: Cash Receipts		1,078,084.36
Add: Tax Receipts		43,021.52
Less: Cash Disbursements		(1,375,827.16)
Add: Journal Entries/Other		247.45
Ending GL Balance:		13,368.33
GL Number	Description	Ending Balance
703-000-001.000	CASH	13,368.33
Ending GL Balance:		13,368.33
Ending Bank Balance:		26,049.95
Add: Miscellaneous Transactions		1,295.60
Add: Deposits in Transit		
	09/30/2020 Deposit ID: 356	532.81
	09/30/2020 Deposit ID: 357	99.69
		632.50
Less: 3 AP Outstanding Checks		14,609.72
Less: 0 PR Outstanding Checks		
Adjusted Bank Balance		13,368.33
Unreconciled Difference:		0.00

REVIEWED BY: 

DATE: 10-8-20


10/08/2020 09:17 AM
User: JWest
DB: Potterville

BANK RECONCILIATION FOR CITY OF POTTERVILLE
Bank PR (PAYROLL ACCOUNT)
FROM 09/01/2020 TO 09/30/2020
Reconciliation Record ID: 62

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GL Number	Description	Beginning Balance
750-000-001.000	CASH	10,698.99
Beginning GL Balance;		10,698.99
Less: Payroll Disbursements		(3,626.17)
Ending GL Balance:		7,072.82

GL Number	Description	Ending Balance
750-000-001.000	CASH	7,072.82
Ending GL Balance:		7,072.82
Ending Bank Balance:		7,042.15
Add: Deposits in Transit		
VOIDED CHECKS DISCREPANCY WHEN CHECKS RECUT		(30.35)
COUNCIL/PLANNING TRANSFER OCCURRED 10/2/20		809.26
DIRECT DEPOSIT COUNCIL/PLANNING TRANSFER OCCURRED 10/2/20		(360.53)
		418.38
Less: 0 AP Outstanding Checks		
Less: 7 PR Outstanding Checks		387.71
Adjusted Bank Balance		7,072.82
Unreconciled Difference:		0.00

REVIEWED BY: 

DATE: 10-8-20

City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641
Fax: (517) 645-7810 ♦ www.pottervillemi.org

October 8, 2020

To: City Council
From: Aaron Sheridan, City Manager
Subject: Manager's Report

Please see my report items for this month and let me know if you have questions or comments. Thank you.

1. According to MDOT Joseph G Bonsall, Property Analyst MDOT – Development Services Division – the Michigan Department of Transportation is entering into an Engineering Review stage regarding the City's possible land purchase of MDOT property for the purposes of wellhead development. This process is both thorough and time consuming. According to Mr. Bonsall, the City should be aware that MDOT Engineering Review involves various specialized areas throughout MDOT's Lansing, Regional, and Transportation Service Center offices, along with the Michigan Department of Natural Resources, who examine the request to ensure there are no conflicts with any current or future transportation needs, nor any relevant environmental conditions or impacts. This process is estimated to take a minimum of 6 months. Workload, staff availability, and varying priorities of the reviewers can all affect the timeline. MDOT staff strive to complete the process as quickly as possible. Mr. Bonsall has stated he will inform the City the results of the Engineering Review when it is complete. I intend to request of MDOT an expedited review provided the City's project is not expansion – but replacement of a discontinued well and intended to reestablish safe confirm capacity level for city residents.
2. For your review and consideration, the renewal of the City's Uniform Video Services Franchise Agreement with Wow, Inc. has been reviewed by legal counsel, WoW, Inc. Operations Manager Bryant Murry and I. This full and complete renewal agreement is prepared for approval and would provide for 10 years of General Fund revenues equal a 5% gross revenue of any service providers (or others like their sub-contractors) gross revenue within the jurisdiction of the City. My estimate is roughly +/- \$10,000 to be received by the City as entitled by law. These types of Agreements for video franchises are fairly standard throughout Michigan local governments and provide for customer service protections such as dispute procedures and penalties upon the Provider for non-performance. The Uniform Video Services Local Franchise Act, Act 480 of 2006, as amended, MCL 484.3301 et seq. provides that such an agreement is necessary when a video service provider seeks authorization to serve customers in a Local Unit of Government such as the City. Except as otherwise provided by the Act, a person (Wow, Inc.) 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. In the law.
3. As you have heard, the Michigan Federal Supreme Court has ruled that Governor Whitmer's Executive Orders pertaining to Covid-19 (including those regarding the "Open Meetings Act") made under the Emergency Powers of Governor, Public Act 302 of 1945 are unconstitutional. I paraphrase the City attorney – since the Supreme Court issued an opinion

City of Potterville

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concluding that Gov. Whitmer lacked authority for EOs after April 30th, many municipalities have expressed concern as to whether they may lawfully continue to hold public meetings electronically via teleconference etc... This concern was exacerbated by the Emergency Order issued by Michigan Department of Health and Human Services (MDHHS) Director Robert Gordon, October 5, 2020 which continues to impose capacity limits on indoor and outdoor gatherings, but does not expressly permit public meetings to be held electronically. That said – it is the opinion of the City’s legal counsel that public bodies may continue to hold public meeting electronically if public body uses two-way communication so that the public can participate and if the public meeting notice explains how to access to the meeting electronically because of three major reasons in summary:

1. The Open Meetings Act does not require physical presence.
2. For many public bodies (including the City), in person meeting still cannot be lawfully or safely held. IE a lack of large area facilities like City Halls to maintain social distancing with an audience.
3. Meetings are presumed valid. A “OMA” civil lawsuit must be filed within 60 days after the approved minutes are made available to the public – and 30 days for decisions involving bids, contracts, assessments, bonds, and certain other decisions. If a decision is challenged, the public body may ratify the decision at a subsequent meeting under MCL 15.270(5).

A complete Legal opinion on this issue has been provided to City council and TIFA Board Members and is the basis of my recommendation for your Council and City public bodies to continue to hold their public meetings via teleconference *and* maintain status quo operations. This is my best attempt to attempt to follow what I believe is the law at this time and is in accordance with “Orders” or “Guidelines” from Director Robert Gordon, of the MDHHS (and the City attorney).

TREASURER'S REPORT
October 15, 2020

Utility bills—as of 10/08/20 (bills due on 15th) \$109,528.98 is outstanding with \$44,231.50 over 30 days past due. Bills are due on October 15th and will not be penalized if paid after the 15th. The delinquent water/sewer amount has increased by approximately \$15,000 since August.

Water usage month of Sept (Oct billing): 3,892,148 gallons
Sewer usage month of Sept (Oct billing): 3,886,457 gallons
Ready to service charge-water: \$28,106.04
Ready to service charge-sewer: \$33,239.82
Total water and sewer billed out from 8/22/20-9/22/20 is \$88,186.47

Payroll month of Sept 2020: \$57,623.03 (this includes all payroll taxes+ MERS+ council/planning quarterly payment).

All bank reconciliations (tax, payroll, general pooled) are completed through the month of September, 2020.

Summer tax bills were due Sept 14, 2020. Current collection rate as of 10/8/20: 93.4%

The auditors are working on the completion of audit.

The City has a Michigan Municipal payroll audit scheduled for 10/21/20. MML handles the cities workman comp issues.

Invoice Cloud continues to be a hit for those residents paying their water and sewer bills. I have attached a report showing the total number of transactions in the last 10 days. There are almost 50 people that have requested paperless water/sewer invoices, therefore reducing the amount of money spent on printing, paper and postage. The City has also experienced a dramatic reduction in the amount of time spent entering credit cards and then reconciling those credit cards. We have noted a small issue with the call-in interactive voice response system and after discussing with both invoice cloud and the City Manager, future requests to pay over the phone will be handled in the Treasurer's office.

I am attending a webinar on October 15th at 2:00 P.M. to discuss the uniform chart of account changes.

Respectfully submitted: Jodi West

10/8/2020

Invoice Cloud - City of Pottersville MI

Q

What are you looking for?

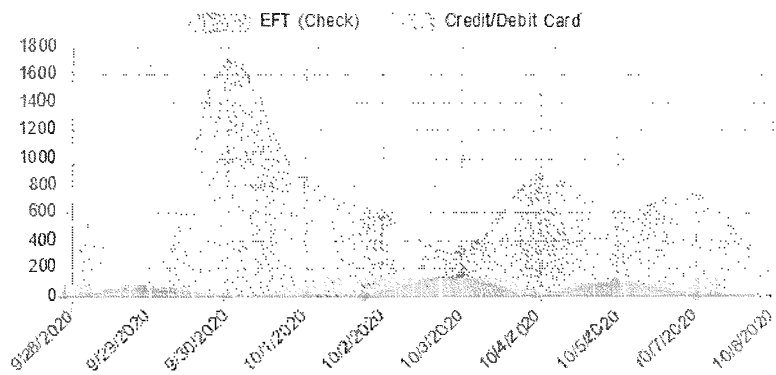
Welcome JODI WEST

Save Layout | Add / Remove Charts

Last 10 Days Transaction Volume

Total Volume
\$6,757.53

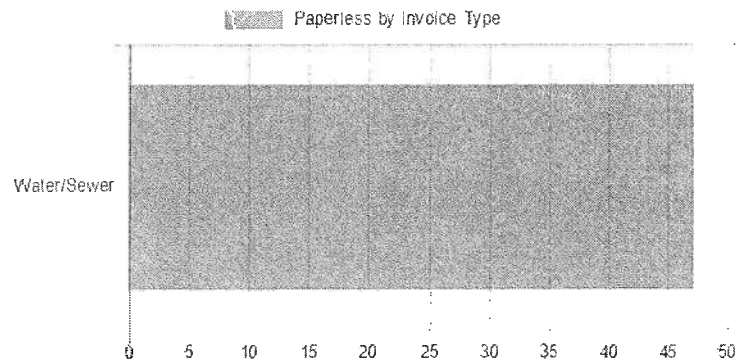
Total Transactions
51



Paperless Summary

Total Paperless Customers
47

Paperless Percentage
2.43%



Parks & Recreation Department October 2020

Parks:

- The Natural Shoreline demonstration that is taking place out at Lake Alliance Park, is supposed to start work mid-October with planting. I will be working with the Executive Director of the Barry Conservation District on a sign for the area. The plan was to have a podium style sign or a large sign on a post, pending on the budget/funding. With this, it will display the benefits of the shoreline vegetation which will provide educational purposes along with additional information.
- Last month we received our preliminary score for our grant application for the Michigan DNR Recreation Passport Grant. Our grant is to bring Sunset Hills Park up to accessibility for all, connecting the non-motorized trail through the park, add parking, and access around the park. There was additional information that was needed that can increase our score. With the help of our grant coordinator and City Manager we were able to walk through our preliminary score and what supplemental information we can add to increase our score. There is an unresolved conversion according to the MDNR which we have been in the process of resolving. This is regards to previous grants the City applied for years ago for City Park and when the library was built. Again, this is in-progress of resolving so in future grants this will not be an issue. The Supplemental information has been submitted prior to the beginning of October. Final scores will be released in November. In December, grant applications are submitted to the DNR Director for final recommendation in which who will be approved and awarded the grant.
- This month we received another grant opportunity. The CN Railway runs through the City of Pottersville, which makes us eligible to apply for a grant up to \$25,000 through a program of CN Railway "EcoConnections From the Ground Up" which is administered by America in Bloom. America in Bloom was found in 2001 by a group of horticulture industry who developed the organization to connect people to the benefits of plants, trees and flowers- and now has evolved into community vitality, heritage preservation, environmental efforts and overall impression. They promote nationwide beautification through education and community involvement by encouraging the use of flowers, plants, trees and other environmental and lifestyle enhancements. This will provide the opportunity for the City to continue its beautification goal. It is a 50/50 matching grant, meaning the grant will fund no more than 50% of project costs, leaving the other 50% up to the municipality which can come from other sources such as service clubs, donations, in-kind services. Benefits this would do to a community would improve economic vitality, boost civic pride, encourage active enjoyment of the landscape and improve quality of life and contribute to the ecosystem like air and water quality improvements, stormwater benefits, screening and energy conservation. Deadline for this grant is not until December. We are applying for the grant for the CN Railway that travels behind Lake Alliance Park, the non-motorized trail that leads to Vermontville Highway.
- Lake Alliance will be getting a new sign that will be consistent with the other new City Signs that have been done in the past year by Terrell Associates. It will be a two-sided sign and will be a vocal point when travelers commute on Lansing Road.

- The Thornapple River has been getting work done as well. The River is being cleared out of all the fall trees/debris and cleaned.

Recreation:

- Basketball court has been receiving its coat of paint and stripping. It's been a process, but we're hoping to complete the project this month with weather pending.
- This is our last month of operation at the ball fields. It's been a hit or miss with everything that has been going on, with teams and the pandemic.
- The Men's baseball league is completing their season this month. It has been an absolute pleasure having them utilize our fields and overall a great group of men to work with and will be working with them again.
- The City is now officially ready for Fall. If you have notice, cornstalks, haybales and pumpkins have been placed throughout downtown Pottersville, at the new City Signs and at entrances to the Parks. Thank you to Mayor Kring and Staff that helped decorate the City.
- Dump Your Junk Event will be taking place at the same location as last year at Lake Alliance Park back by the compost site.
- Parks Committee Report: Discussion was held on the Fall décor, Halloween and Christmas. We will post a flyer as in the past of Trick or Treating hours which is 6:00-8:00 p.m. with additional information of safety tips and reminders. Christmas Event is Saturday, December 5th with the parade, refreshments, tree lighting and Santa. (Our letter to Santa has been received and he is looking forward to coming back to Pottersville). Modifications are in process for the event and we are looking forward to the holiday season. This year decorations are getting upgraded and more items/facilities are going to be included.
- I am furthering my education and continuing my studies for the CPRP Exam which will be taken in November.
- I will be attending the Michigan Natural Resources Trust Fund Meeting this month which the board hold discussion and guidance on evaluating grant applications, making project recommendations and administering projects.

Respectfully Submitted by,

Tiffani Schaner, Parks & Recreation Director

City of Potterville

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from the Office of City Clerk

October 2020

This last month has certainly been all about the election. Ballots arrived on time and I was able to process our MOVE ballots (overseas and military). So far, the City of Potterville has mailed 486 Absent Voter ballots and 134 ballots have already been returned. Up to this point, we have three and a half more times absent voter ballots than the previous General Election in 2016. The Bureau of Elections predicts we could have up to 50% of our voters vote by absent voter. We also have had an influx of new registered voters. The City of Potterville registered voters have increased to 2151, a 3% increase just in the last month.

Eaton County tested our modem for the tabulator for problems and it has been returned, ready for election day. The preliminary Accuracy and Logic Test for the tabulators were completed and the Public Accuracy and Logic Test will be Tuesday, October 20, 2020 at 10:00 am. We have scheduled another Election Commission Meeting to be Tuesday, October 13th at 10:30 am to complete the scheduling of the election inspectors.

I applied for a grant to assist in election expenses. The City of Potterville was awarded a \$5000.00 grant from Center for Tech and Civic Life. The Eaton County Clerk strongly suggested the City purchase another tabulator. So, \$2750 will be applied towards the purchase of a second tabulator to be used for Absent Voter Counting Board Precinct and as a backup equipment if needed. The remainder of the cost, \$2750 for the tabulator, will be paid by State of Michigan, Bureau of Elections. The rest of the grant funds will be used for other expenses for the election such as signs and hazard pay for the workers.

If I can be of any assistance to you please feel free to contact me. I am in the office on Tuesdays and Thursdays, 8:30-5:00 and Monday and Fridays as needed.

Becky Dolman

Interim City Clerk

Council report for October 2020

The DPW has finished are fall water main flushing program we started to do this at night it seems to go a bit smoother with less hassle I think this will become the new norm for spring and fall flushing.

We start fall chipping the week of the 12th thru the 16th of October. We also start leaf pick up the week of October 19th thru the end of November. The fall waste water discharge has started and will go thru December.

Dump your junk event is happening the 10th of October and will be manned and ran by DPW at Lake Alliance in compost area from 8 am to 1 pm or dumpsters are full. We also put up a new security gate at well number 3

On Sunset drive to help with security of this well. The basketball court is coming along very nicely is all stained hoop is in place and lines painted will be sealed later this week and then we can finish dirt work around court

And plant grass. Wednesday the 7th we received our winter salt delivery of 100 tons with 50 tons on back up for late season delivery. The project on Lockview meadows has completed and looks very nice they have

Chipped and sealed the complete subdivision. We are also in the process of fall maintenance on all the vehicles and equipment to ready them for winter snow removal.



Benton Township Fire Department

4713 Hartel Road

Pottersville, MI 48876

Business 517-645-7061 * Fax 517-645-7074

Proudly Serving Benton Township & the City of Pottersville

Monthly Report September 2020

Operational Information:

- COVID-19 is still with us
- A-111 was serviced
- E-215 had engine oil leak repaired at D & K Truck
- New EMS Backpacks were stocked & placed in-service
- Ordered New 4G Modems for the LifePak 15 Cardiac Monitors
- Fire Prevention Week – Looking for alternate ways to deliver Fire Prevention Week

Training:

- Dr. Haraldsson – Sparrow – Eaton Emergency Department
- Review of 2020 Emergency Response Guidebooks
- Community Drive Bye
- The Lockout LLC Demonstration & Training with Chief Barry from Pottersville Police Dept.

Meetings & Special Events:

- TCEMCA Board Meeting
- FIRSTNET Presentation

Calls For Service (CFS):

- **Fire** – 12 City of Pottersville, 6 Benton Township, 2 Mutual Aid
- **EMS** – 14 City of Pottersville, 25 Benton Township, 56 Mutual Aid

DH CAPITAL ADVISES BROADSTRIPE ON THE SALE OF ITS CABLE SYSTEMS TO WAVE BROADBAND AND WOW! INTERNET, CABLE AND PHONE

NEW YORK, NY and BOULDER, CO – January 17, 2012 – DH Capital, LLC, an investment banking firm serving the communications and Internet infrastructure sectors, announced today that Broadstripe has completed the sale of its cable systems to Wave Broadband and WOW!. Broadstripe, which filed for Chapter 11 bankruptcy protection in January 2009, operated systems in Maryland, Michigan, Oregon, and Washington.

Broadstripe's Chief Restructuring Officer Reece Fulgham of El Molino Advisors (an affiliate of Conway MacKenzie, Inc.) commented, "This transaction represents the successful culmination of a restructuring process that resulted in the best outcome for the company's stakeholders, employees, and customers. DH Capital's assistance from start to finish in this transaction has been invaluable."

Steve Weed, CEO of Wave Broadband, said, "With this acquisition, Wave continues a tradition of expansion in strategic West Coast markets. Wave's successful growth stems from our sincere commitment to providing superior products and exceptional service to our customers."

Steven Cochran, President and Chief Financial Officer of WOW!, commented, "We are excited to welcome Broadstripe employees and customers into the WOW! family. This acquisition is a terrific investment that will further the growth of our business. We're eager to begin the process of transitioning and integrating the system to WOW!'s operating

NEWS

News & Press

Industry Events

NEWS AND PRESS

**EdgeMicro
Receives \$5M
to Fuel Data
Center
Expansion**
May 12, 2020 -
10:44 am

**DH Capital
Serves as Sole
Financial
Advisor to UOL
Diveo in Sale of
Data Center
Portfolio to
Digital Colony**
May 6, 2020 -
9:52 am

**DH Capital
Announces
Closing Of
\$320m
Preferred
Equity Raise
For TierPoint**
April 15, 2020 -
10:32 am

**StackPath Edge
Computing
Platform
Receives
Investment**

9/18/2020

Dh Capital Advises Broadstripe On The Sale Of Its Cable Systems To Wave Broadband And Wow! Internet, Cable And Phone – DH Capital

philosophy – to deliver an employee and customer experience that lives up to our name.”

Joseph Duggan, Chairman and Co-Founder at DH Capital, LLC, stated, “I have worked with the ownership and management of Broadstripe for several years and, while sad to leave the cable business, they are glad the communities will benefit from the transition to Wave Broadband and WOW!. Their management teams have a tremendous reputation in the cable sector and we expect they will meet with great success.”

DH Capital served as exclusive financial advisor to Broadstripe.

About DH Capital, LLC

DH Capital is a private investment banking partnership serving companies in the communications and Internet infrastructure sectors.

Headquartered in New York City with offices in Boulder, Colorado, the firm’s principals have extensive experience and proven abilities in capital formation, finance, research, business development, and operations. DH Capital provides a full range of advisory services to companies and financial institutions, including mergers and acquisitions, private capital placements, financial restructuring, and operational consulting. DH Capital has completed M&A transactions and private capital placements totaling more than \$4 billion in value.

For additional information about DH Capital, please contact us at 212-774-3720 or visit our Web site at www.dhcapital.com [<https://dhcapital.com>].

About Wave Broadband

Wave Broadband is a cable, internet and phone services company currently serving over 300,000 customers in Washington, Oregon and California. Owned and operated by local industry leaders, Wave supports its customers with decades of cable know-how. Its mission is to provide 100% of its cable systems with the latest technologies and upgrades including high speed internet, digital cable, home phone service, international programming, DVR, HDTV, and Free TV On Demand services.

About WOW!

WOW! is a competitive provider of residential and commercial High-Speed Internet, cable television and telephone services. WOW! Cable features Basic Cable, Digital Cable, and advanced services such as HDTV, VOD, and DVRs. WOW! Internet provides customers with a choice of High-Speed connections from 2 Mbps all the way to 50Mbps. WOW! Phone offers the convenience of unlimited local and local toll calling, as well as packages that include unlimited nationwide long distance in the United States. Customers can bundle any two or all three services

from Juniper
Networks &
Cox
Communication
March 17, 2020 -
5:01 pm



Leading Sector-
Focused
Advisory
Boutiques
Form a
Strategic
Partnership
October 21,
2019 - 11:33 am



Compass
Datacenters
Acquires Root
Data Center,
Expanding
Focus on
Hyperscale
Market
July 23, 2019 -
11:14 am



Compass
Datacenters
Announces \$3
Billion
Expansion Plan
July 19, 2019 -
10:11 am



DH Capital Co-
Advised
Sungard
Availability
Services on
Chapter 11
Restructuring
May 2, 2019 -
11:00 pm



DH Capital
Advises Agilis
Systems on
Significant
Growth
Investment
From Spectrum
Equity
March 12, 2019 -
12:03 am

together at a great value, while benefiting from the convenience of dealing with just one company for all their entertainment and telecommunications needs.



DH Capital Advises Venture Technologies on Planned Sale to ConvergeOne
January 15, 2019
- 9:19 am



Great Hill Partners to exit Ascenty
September 24, 2018 - 10:06 pm



LightEdge Announces Acquisition Of Compliant Cloud Provider OnRamp
July 17, 2018 - 11:21 am



DH Capital Advises Stratalux On Sale To Reliam
April 30, 2018 - 8:52 pm



Madison Dearborn Partners Acquires Leading Database Infrastructure and Cloud Managed Services Provider RDX
April 18, 2018 - 6:18 am



DH Capital Advises Quest Software on Growth Equity Investment from WILsquare Capital

April 10, 2018 -
10:13 pm



**Equinix
Completes
Acquisition of
Infomart Dallas**

April 3, 2018 -
10:07 pm



**Infomart Data
Centers
Announces
Sale of Three
Data Centers
and
Management
Company to IPI
Partners**

March 21, 2018 -
10:01 pm



**INAP
Completes
Acquisition of
SingleHop**

February 28,
2018 - 9:57 pm



**Online Tech
announces
acquisition by
Schurz
Communication
Inc.**

January 23, 2018
- 9:44 pm



**TSS Acquires
Zerolag**

January 23, 2018
- 9:40 pm

[HOME](#)

Wave, WOW! to Buy Broadstripe

Wave Broadband and WOW! Internet, Cable, and Phone have entered into an agreement to purchase substantially all of the assets of Broadstripe, a provider of residential and commercial bundled communications services. Broadstripe, which filed for Chapter 11 bankru...

Aug 24th, 2011



[Wave Broadband](#) and [WOW! Internet, Cable, and Phone](#) have entered into an agreement to purchase substantially all of the assets of Broadstripe, a provider of residential and commercial bundled communications services. Broadstripe, which filed for Chapter 11 bankruptcy protection in January 2009, operates in Maryland, Michigan, Oregon, and Washington.

Wave will acquire the Washington and Oregon properties, which reach more than 103,000 homes. Wave currently operates in California, Oregon, and Washington, and serves more than 300,000 customers. WOW! will add 92,000 households from Broadstripe's Michigan systems to the 1.5 million households it already serves in Illinois, Indiana, Michigan, and Ohio. Broadstripe's Maryland system operating in Anne Arundel County will be acquired by a newly formed entity, Anne Arundel Broadband.

The sale must be approved by the Bankruptcy Court, and upon approval, the transition is expected to take up to four months before the sale can be officially completed.

VOICE YOUR OPINION!

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[BTR Staff](#)

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- In the Home

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[BTR Staff](#)

Sep 17th, 2020
- DOCSIS

Cogeco again tells Altice USA, Rogers to take a hike

[Stephen Hardy](#)

Sep 17th, 2020
- DOCSIS

Cogeco invests to connect more Canadians

[BTR Staff](#)

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Expanded cable MSO, industry support ramps for virtual SCTE•ISBE Cable-Tec Expo

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MORE IN HOME



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Network traffic growth outpacing your ability to add new fiber?

More fiber is costly, complex, and sometimes not even available. Ciena’s latest article reveals three new technology advancements to efficiently scale your optical network and double fiber capacity—the easy way. [Learn more.](#)

Sep 15th, 2020

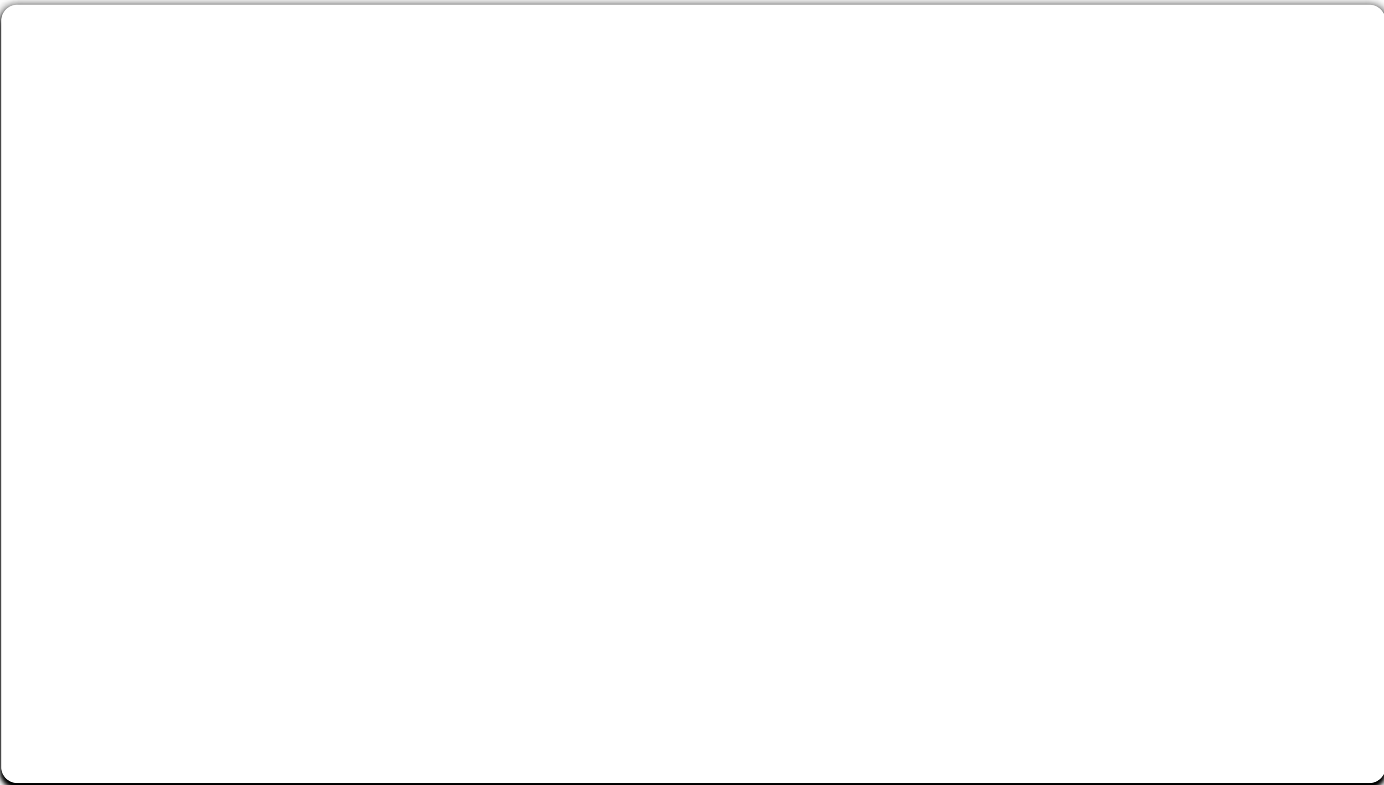


SVOD smart TV app launches for ISPs in Brazil

Accedo and Watch Brasil launch SVOD Smart TV App for ISPs in Brazil.

[BTR Staff](#)

Sep 15th, 2020



DOCSIS

CableLabs shares DOCSIS simulation model

In an effort to bolster the global networking research community, CableLabs announced that it has published its DOCSIS simulation model on the ns-3 “App Store.”

[BTR Staff](#)

Sep 14th, 2020



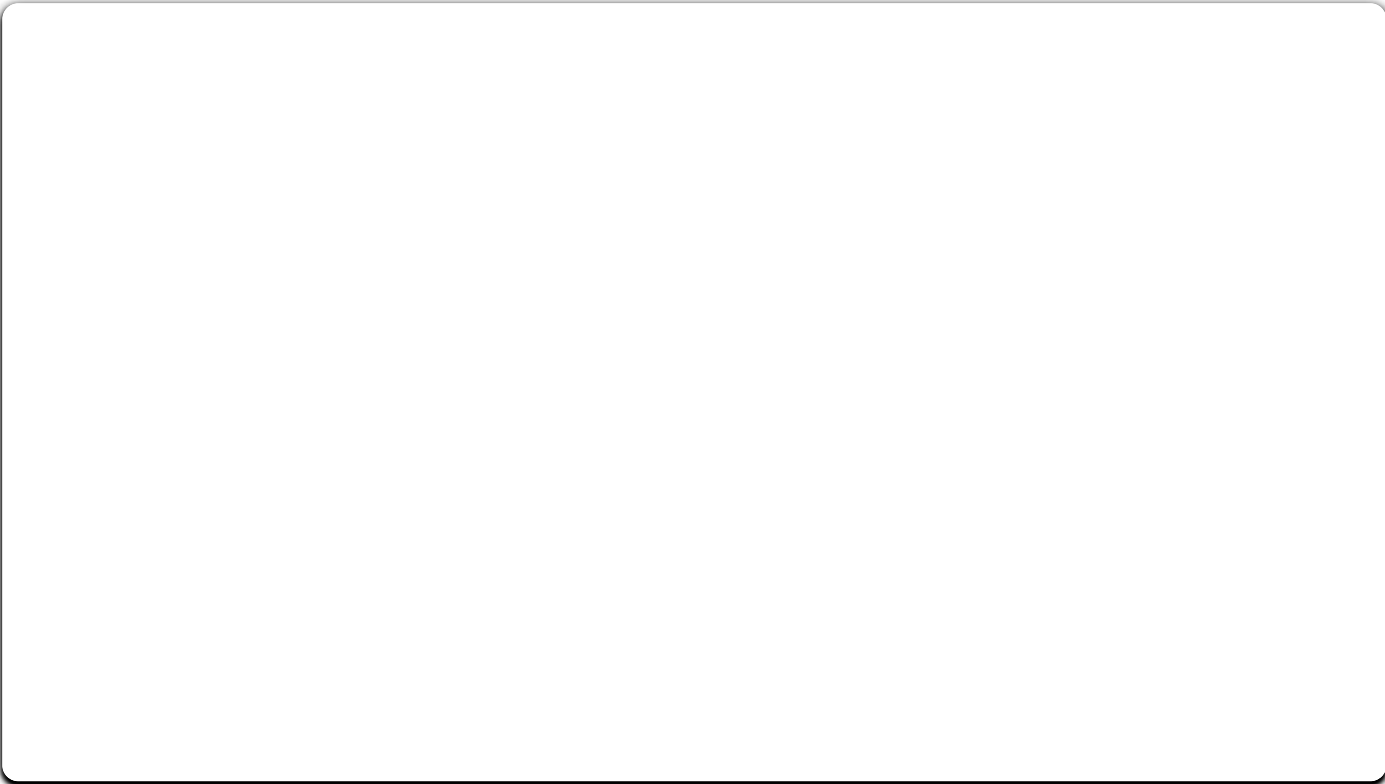


Fiber

BTR Virtual Event: Day 2 Preview

Presented by experts from Infinera, Ribbon and HellermannTyton, the BTR Virtual Event's Day 2 Sessions will probe the industry's evolution toward smaller, more modular communications systems.

[BTR Staff](#) Sep 14th, 2020



Business Services

Verizon, China Unicom join Broadband Forum board of directors

As work on 5G and Connected Home services accelerates, Mike Talbert, of Verizon, and Ding Hai, of China Unicom, were named as new board member's during the Forum's Q3 meeting, which took place virtually.

[BTR Staff](#) Sep 11th, 2020



DOCSIS

U.S. cable industry announces 'K-12 Bridge to Broadband' initiative

In partnership with national non-profit EducationSuperHighway, NCTA members will launch programs that enable school districts to identify students without broadband and purchase service for low-income families.

BTR Staff

Sep 11th, 2020



Wireless

Casa Systems unveils high-power 5G mmWave CPE

Casa's new AurusAI CPE combines a stylish, compact design with intelligent, steerable antennas and Gigabit speeds for wireless consumer broadband.

BTR Staff

Sep 10th, 2020



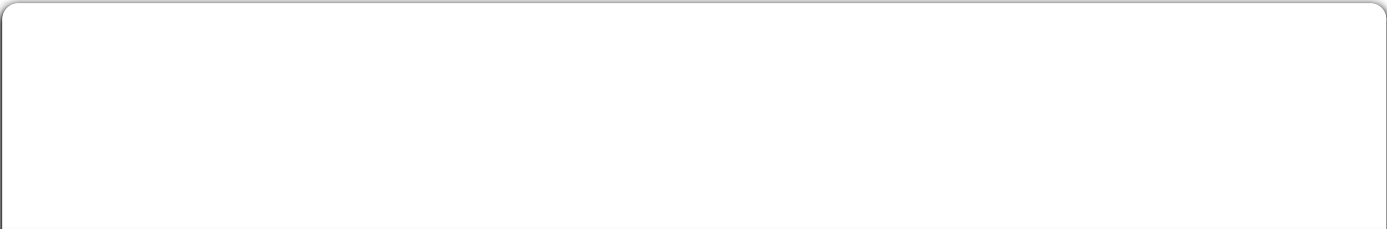
DOCSIS

BTR Virtual Event: Day 1 Preview

Presented by experts from Calix, TVC, Corning, Vela and CommScope, this co-located special session is geared specifically for cable operators, independent telcos, and other ISPs.

Matt Vincent

Sep 10th, 2020





Video

NAB moves 2021 NAB Show to October

The National Association of Broadcasters (NAB) has announced that it will move its 2021 NAB Show annual conference and exhibition from April 11-14, to October 9-13, 2021 in Las Vegas.

[Stephen Hardy](#)

Sep 10th, 2020



DOCSIS

EarthLink sues Charter for allegedly lying to steal customers

EarthLink alleges that Charter has told EarthLink customers such falsehoods as EarthLink is out of business, that Charter has “taken over” EarthLink, and that EarthLink services aren’t available in the customer’s area.

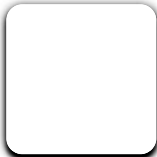
In the Home

WOW! offering Business Home Office service during COVID-19

WOW! says the new option will work for all home-based businesses and teleworkers, offering fast and reliable internet service with competitive speed tiers.

[BTR Staff](#)

Sep 9th, 2020



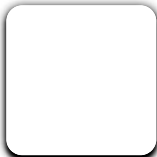
Wireless

Adtran expands reach of 60-GHz mmWave mesh fixed wireless access system

New CPE enables gigabit service delivery for residential, enterprise and backhaul use cases over a converged wireless mesh network.

[BTR Staff](#)

Sep 9th, 2020



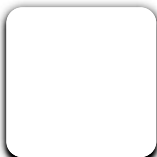
Fiber

RCN, Grande & Wave reach 1 million customers milestone

RCN, Grande and Wave, one of North America's top business and residential providers of high-speed internet, digital TV and phone services, has reached the milestone of serving one million customers.

[BTR Staff](#)

Sep 8th, 2020



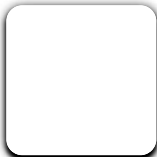
Wireless

FCC chair proposes more mid-band spectrum for 5G

The FCC says its latest 5G FAST Plan initiative would open up Another 100 Megahertz for 5G deployment.

[BTR Staff](#)

Sep 8th, 2020



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WIDEOFINANT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

J Smith Lanier & Co. Atlanta
11330 Lakefield Drive
Suite 100
Johns Creek, GA 30097-1508

CONTACT

NAME: Jessica Lamar

PHONE (AC, No, Ext): 770 476 1770

FAX (A/C, No): 77 04 76 36 5

E-MAIL ADDRESS: jlamar@jsmithlanier.com

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Travelers Property Casualty Co.

25674

INSURER B: Columbia Casualty Company

31127

INSURER C: Travelers Indemnity Co. of America

25666

INSURED

WideOpenWest Finance, LLC

7887 East Bellevue, Ste 1000

Englewood, CO 80111

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		HC 2J6604 C83489319	11/15/2019	11/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMPO PA (CG) \$2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER					
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		HKBAP158D505119	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> COINSURE TENTS \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CJ P9N5595571913	11/15/2019	11/15/2020	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N/A		UB01 L19396 F1913K	11/15/2019	11/15/2020	PER STATUTE EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
B	Cyber		652169536	11/15/2019	11/15/2020	10,000,000
B	E&O		652169536	11/15/2019	11/15/2020	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Pottersville
319 N. Nelson
Pottersville, MI 48876

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRULS

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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) 241-2400

Questions should be directed to the Service Quality Division, Michigan Public Service Commission at (517) 241-6100.

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 Pottersville, a Michigan municipal corporation (the "Franchising Entity"), and Millennium Digital Media Systems, LLC, a State of Delaware corporation doing business as WOW! Internet Cable Phone.

I. Definitions

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

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

II. Requirements of the Provider

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

III. Provider Providing Access

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

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

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph 11(E) of this Agreement.

IV. Responsibility of the Franchising Entity

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

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

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

V. Term

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

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5.0 % (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)

City of Potterville

City of Potterville

319 N. Nelson St.

Potterville, MI 48876

Attn: Aaron Sheridan

Fax No.: 517-645-7810

If to the Provider:
(must provide street address)

WideOpenWest Mid Michigan LLC

380 Wright Industrial Parkway

Potterville, MI 48876

Attn: Bryant Murray


Fax No.: 517-543-8057

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 Pottersville, a Michigan Municipal Corporation

By

Aaron Sheridan

Print Name

City Manager

Title

319 N. Nelson St.

Address

Pottersville, MI 48876

City, State, Zip

517-645-7642

Phone

517-645-7810

Fax

manager@pottersvillemi.org

Email

 WideOpen West Mid Michigan LLC, a Delaware corporation doing business as WOW!

Internet Cable Phone

Bryant Murray

Print Name

Operations Manager

Title

380 Wright Industrial Parkway

Address

Pottersville, MI 48876

City, State, Zip

517-319-3150

Phone

517-543-8057

Fax

bryant.murray@wowinc.com

Email

Date submitted:

9-15-20

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date comp

pp

leted and a roved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

(Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: September 14, 2020

Applicant's Name: WideOpenWest Mid Michigan, LLC d/b/a WOW! Internet Cable Phone

Address1: 380 Wright Industrial Parkway

Address2: PO Box 360

Phone: 517-319-3150

City: Pottersville

State: MI

Zip: 48876

Federal ID No. (FEIN): 04-3561701

Company executive officers:

Name(s): Teresa Elder

Title(s): President & CEO

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

Name: Bryant Murray

Title: Operations Manager

Address: 380 Wright Industrial Parkway

Phone: 517-319-3150

Fax: 517-543-8057

Email: bryant.murray@wowinc.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.)

At this time, prints are not available. If you require the prints, please let us know and we will email them to you.

[**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: September 14,
2020

For All Applications:

**Verification
(Provider)**

I, Bryant Murray, 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. Date: 9-15-20

Name and Title (printed): Bryant Murray, Operations Manager
(Franchising Entity)

City of Pottersville, a Michigan municipal corporation

By

Aaron Sheridan

Print Name

City Manager

Title

419 N. Nelson St.

Address

Pottersville, MI 48876

City, State, Zip

517-645-7642

Phone

517-645-7810

Fax

manager@pottersvillemi.org

Email

Date

ATTACHMENT 1

ATTACHMENT 2

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

(Form must be typed)

Affected Franchise Agreement(s):

Date:	Type of Change (Check one): <input type="checkbox"/> Amended <input type="checkbox"/> Termination <input type="checkbox"/> Transfer		
Current information on record:			
Applicant's Name:			
Address 1:			
Address 2:		Phone:	
City:	State:	Zip:	
Federal ID. No. (FEIN):			

For Amended Agreement(s):

A. Change in Legal Name or assume business name, etc. (Approval from Secretary of State must be attached.)
 Agreement that is being Amended:

1. Existing Name:	
2. New Name:	

1. New Principal/business office address:

B. Change in Principal Business Address or Name of Person Authorized to Receive Notice:	
Address 1:	
Address 2:	
City, State, Zip:	

Email:

Phone:

Fax:

2. New Name and Title of person authorized to receive notice:

Name:	Title:
Address 1:	
Address 2:	
City, State, Zip:	

Email:

Phone:

Fax:

C. Increase/Decrease in the Territory:

1. Reason for the change:

2. Description of change:

3. List the new unit(s) and unincorporated area(s) to be served under this change:

D. Additional changes (please attach any additional changes that have been made, which have not been previously recorded in this Attachment):

For Termination:

Effective date of Termination:

Agreement associated with the Termination:

Identify the number of customers covered by the Agreement being terminated:

Identify the method used to notify the Franchising Entity of the termination of service (Attach a copy of the notification):

For Transfer of Agreement(s):

(A transfer will require the new franchise holder or new controlling parent company to complete the information for the "New Agreement Holder")

Name of Current Franchise Holder:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

E-mail:

Phone:

Fax:

Federal ID No. (FEIN):

ATTACHMENT

Name of New Franchise Holder or controlling parent company as applicable:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

E mail:

Phone:

Fax:

Federal I.D. No. FEIN):

Email:

Company executive officers:

Name(s):

Title(s):

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

Describe the video service area footprint as set forth in Section 2(3)(e) 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.)

[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]]

Explain the transaction that defines the transferee as a successor in interest (Attachments are acceptable):

Effective date of Transfer:

(Per 2006 Public Act 480: A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer)

Agreement associated with the Transfer:

For All Applications:

**Verification
(Provider)**

I, [insert NAME], of lawful age, and being first duly sworn, now state: 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):

Signature:

Date:

(Franchising Entity)

City of [insert NAME of City/Village/Township], a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

ATTACHMENT 2

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) 241-2400

Questions should be directed to the Service Quality Division, Michigan Public Service Commission at (517) 241-6100.

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 Pottersville, a Michigan municipal corporation (the "Franchising Entity"), and Millennium Digital Media Systems, LLC, a State of Delaware corporation doing business as WOW! Internet Cable Phone.

I. Definitions

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

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

II. Requirements of the Provider

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

III. Provider Providing Access

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

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

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

IV. Responsibility of the Franchising Entity

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

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

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

V. Term

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

VI. Fees

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

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

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

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

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

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

VIII. PEG Fees

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

IX. Audits

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

X. Termination and Modification

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

XI. Transferability

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

XII. Change of Information

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

XIII. Confidentiality

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

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

XIV. Complaints/Customer Service

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

XV. Notices

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

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

If to the Provider:
(must provide street address)

City of Pottersville

WideOpenWest Mid Michigan LLC

City of Pottersville

380 Wright Industrial Parkway

319 N. Nelson St.

Pottersville, MI 48876

Pottersville, MI 48876

Attn: Aaron Sheridan

Attn: Bryant Murray


Fax No.: 517-645-7810

Fax No.: 517-543-8057

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

XVI. Miscellaneous

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

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

of Pottersville, a Michigan Municipal
poration

By

Aaron Sheridan

Print Name

City Manager

Title

319 N. Nelson St.

Address

Pottersville, MI 48876

City, State, Zip

517-645-7642

Phone

517-645-7810

Fax

manager@pottersvillemi.org

Email

WideOpen West Mid Michigan LLC, a
Delaware corporation doing business as WOW!

Internet Cable Phone

Bryant Murray

s Manager

Print Name

Operation

Title

380 Wright Industrial Parkway

Address

Pottersville, MI 48876

City, State, Zip

517-319-3150

Phone

517-543-8057

Fax

bryant.murray@wowinc.com

Email

Date submitted:

9-15-20

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

(Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: September 14, 2020		
Applicants Name: WideOpenWes MidMichigan LLC d/b/a W OW ! Internet Cable Phone		
Address 1: 380 Wright Industrial Parkway		
Address 2: PO Box 360		Phone: 517-319-3150
City: Pottersville	State: MI	Zip: 48876
Federal ID. No. (FEIN): 04-356170 1		

Company executive officers:

Name(s): Teresa Elder
Title(s): President & CEO

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

Name: Bryant Murray		
Title: Operations Manager		
Address: 380 Wright Industrial Parkway		
Phone: 517-319-3150	Fax: 517-319-057	Email: bryantmurray@wowinc.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.)

At this time, prints are not available. If you require the prints, please let us know and we will email them to you.

[**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: September 14,
2020

For All Applications:

**Verification
(Provider)**

I, Bryant Murray, 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. Date: 9-15-20

Name and Title (printed): Bryant Murray, Operations Manager

Signature:

(Franchising Entity)

City of Potterville, a Michigan municipal corporation

By:

Aaron Sheridan

Print Name

City Manager

Title

419 N. Nelson St.

Address

Potterville, MI 48876

City, State, Zip

517-645-7642

Phone

517-645-7810

Fax

manager@pottervillemi.org

Email

Date

ATTACHMENT 1

=====

ATTACHMENT 2

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

(Form must be typed)

Affected Franchise Agreement(s):

Date: _____ Type of Change (Check one): ☐ Amended ☐ Termination ☐ Transfer

A. Current information on record: _____

Applicant's Name: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Phone: _____
 Zip: _____
 Federal I.D. No. (FEIN): _____

For Amended Agreement(s):

Agreement that is being Amended: _____

Types of Amendments: _____

A. Change in Legal Name or assume business name, etc. (Approval from Secretary of State must be attached.)

1. Existing Name: _____
 2. New Name: _____

B. Change in Principal Business Address or Name of Person Authorized to Receive Notice:

1. New Principal/business office address:

Address 1: _____

Address 2: _____

City, State, Zip: _____

Email: _____

Phone: _____ Fax: _____

2. New Name and Title of person authorized to receive notice:

Name: _____ Title: _____

Address 1: _____

Address 2: _____

City, State, Zip: _____

Email: _____

Phone: _____ Fax: _____

C. Increase/Decrease in the Territory:

1. Reason for the change:

2. Description of change:

3. List the new unit(s) and unincorporated area(s) to be served under this change:

D. Additional changes (please attach any additional changes that have been made, which have not been previously recorded in this Attachment):

For Termination:

Effective date of Termination:

Agreement associated with the Termination:

Identify the number of customers covered by the Agreement being terminated:

Identify the method used to notify the Franchising Entity of the termination of service (Attach a copy of the notification):

For Transfer of Agreement(s):

(A transfer will require the new franchise holder or new controlling parent company to complete the information for the "New Agreement Holder")

Name of Current Franchise Holder:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

Email:

Phone:

Fax:

Federal I.D. No. (FEIN):

ATTACHMENT

Name of New Franchise Holder or controlling parent company as applicable:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

Email:

Phone:

Fax:

Federal I.D. No. (FEIN):

Email:

Company executive officers:

Name(s):

Title(s):

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

Describe the video service area footprint as set forth in Section 2(3)(e) 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.)

[**Option A**, for Providers that Options Band 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]]

Explain the transaction that defines the transferee as a successor in interest (Attachments are acceptable):

Effective date of Transfer:

(Per 2006 Public Act 480: A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer)

Agreement associated with the Transfer:

For All Applications:

**Verification
(Provider)**

I, [insert NAME], of lawful age, and being first duly sworn, now state: 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):

Signature:

Date:

(Franchising Entity)

City of [insert NAME of City/Village/Township], a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

ATTACHMENT 2



City of Potterville

319 N. Nelson St. • PO Box 488 • Potterville, MI 48876 • Phone: (517) 645-7641
Fax: (517) 645-7810 • www.pottervillemi.org

October 7, 2020

To: City of Potterville Council Members

From: Brandy Hatt, Zoning Administrator

Re: October 2020 Report to Council

The correction of the DDA Pavilion property is near complete. This has been a long process of title search, obtaining ownership of a property, having the property surveyed, correction of documents, and last but not least, recording of the deeds and Certified Boundary Survey. Attached to this report is a memo from Mr. Michael Homier which explains the attached deeds and Certified Boundary Survey of the property. I respectfully request City Council give approval for Mr. Aaron Sheridan to sign the attached deeds on behalf of the City of Potterville and former DDA. Once signed, I will notarize the documents and have them recorded. The DDA Pavilion will then be located on one parcel of land under the ownership of the City of Potterville.

This past year has been one of correction and moving forward, not only for the city, but also for our residents. I have worked diligently with other city departments and other governmental units to ensure we are on the right path. In addition to making corrections to city owned properties, I have also worked with local property owners to correct errors made on their properties as well.

Knowing the correct boundaries of our properties and ensuring there are no encroachments limits liability to the City of Potterville. In addition, ensuring the City is meeting the same rules and regulations extended to our residents by way of the Zoning Ordinance, Code of Ordinances and State of Michigan Codes is important, we lead by example.

Below is a list of the projects I am currently working on for the City of Potterville. Please keep in mind, these projects do not include the day to day commutations or projects with property owners located in the City of Potterville.

- Four Zoning Referrals were issued during the month of September.
- Pet Pantry: As reported in August, we have a local high school senior who has requested to construct, install, and maintain a pet pantry similar to food pantry that is located in the corner of our City Hall parking lot. The pet pantry will be used for donation of food and other pet items. The construction of the pet pantry is near complete. Mr. Don Stanley and I will work to ensure it is installed properly.
- Recodification of City of Potterville Code of Ordinances: Municode has finished the legal review of our Code of Ordinances. We received the manuscript for review our review on September 29th. The manuscript is a draft of our Code of Ordinances with Municode's legal opinion, corrected public acts and suggested changes. I have begun the required review of the manuscript.
- City of Potterville Sign (corner of Lansing Road and Hartel): The property was surveyed. While the sign is mostly on the property as legally described, the landscape area is encroaching on the MDOT's property. I have had verbal conversations with MDOT and Eaton County Road Commission to determine if they will allow us to put our sign on their property. Councilman Kring and I walked and measured the property to determine where the sign might go; I will draft a site plan to be submitted to MDOT and Eaton County Road Commission for preliminary approval prior to working with TIFA to have the professional plan drawn.
- Planning Commission: The Planning Commission held a meeting on Tuesday, September 15th to hear a Special Use Permit Application for a Group Daycare (up to 12 children); this application was approved.

Please feel free to contact me directly with any questions or concerns. I can be reached by calling (517) 281-5659 or e-mail Zoning@pottervillemi.org.

"City of Helping Hands"

MEMO

FOSTER SWIFT
FOSTER SWIFT COLLINS & SMITH PC || ATTORNEYS

ATTORNEY-CLIENT PRIVILEGE

TO: City of Potterville
FROM: Michael D. Homier
DATE: September 11, 2020
RE: Downtown Development Authority Property

The Potterville Downtown Development Authority (“DDA”) holds title to four parcels of real property in the City located at 200 West Main, no address on West Main, 208 West Main, and 210 West Main. Because the DDA has been dissolved, and to avoid future title problems, the City needs to have those parcels of real property transferred to the City so that the City will hold title to those properties. The City is on the title to 204 West Main. In addition, the City wishes to combine those five parcels into one parcel with one legal description.

Attached to this Memorandum is a deed from the DDA to the City for the four parcels that are still titled in the name of the DDA. To confirm the title to 204 West Main in the City, we have also attached a quit claim deed from the City to the City. The third deed attached to this Memorandum is a deed to the five parcels from the City to the City so that there is just one legal description of the five parcels. Upon approval of the City Council, the City Manager, as the Executive Director of the dissolved DDA, may sign the quit claims deeds on behalf of the DDA and the City.

MDH:JGR
Attachments

27468:00001:4998767-2

QUIT CLAIM DEED

THEGRANTOR City of Potterville Downtown Development Authority,
a dissolved Michigan authority,

WHOSE ADDRESS IS 319 N. Nelson Potterville, MI 48876,

QUIT CLAIMS TO City of Potterville, a Michigan municipal corporation,

WHOSE ADDRESS IS 319 N. Nelson, Potterville, MI 48876,

the following described premises located in the City of Potterville, County of Eaton, State of Michigan:

PARCEL 1:

200 W. Main, Warranty Deed @ liber 2283, page 1044
Parcel #700-000-619-030-00

Commencing at the southeast corner of lot #2, block 19; thence north 80.5 feet; thence N88°56'W 44.5 feet; thence south 9.5 feet; thence east 67 feet; thence south 12 feet; thence west .5 feet; thence south 60 feet; thence east 44.5 feet to point of beginning; except the west 5 feet 7 inches of the south 30 feet; and also except the second story building; being a part of lot #2, block 19, Amended Plat of City of Potterville.

PARCEL 3:

No address, Quit Claim Deed @ liber 2430, page 985
Parcel #700-000-619-051-00

Commencing at the southeast corner of lot #2, block 19, north 60 feet, west 44 feet to the point of beginning; west 38.5 feet, north 12 feet, east 38.5 feet, south 12 feet to beginning, part of lot #2, block 19, Amended Plat, City of Potterville.

PARCEL 4:

208 W. Main, Quit Claim Deed @ liber 2430, page 985
Parcel #700-000-619-026-00

The west 22 feet of the east 66 feet of the south 60 feet of lot #2, block 19, Amended Plat, City of Potterville.

PARCEL 5:

210 W. Main, Quit Claim Deed@ liber 2430, page 985
Parcel #700-000-619-024-00
The west 16.5 feet of the east 82.5 feet of the south 60 feet of lot #2,
Amended Plat, City of Potterville.

together with all improvements, appurtenances, tenements and hereditaments thereto
for the sum of: \$1.00.

The premises may be located within the vicinity of farmland or a farm operation. Generally
accepted agricultural and management practices which may generate noise, dust, odors, and
other associated conditions may be used and are protected by the Michigan right to farm act.

The Grantor grants to the Grantee the right to make all divisions under section 108 of the
land division act, Act No. 288 of the Public Acts of 1967.

This transfer is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a)
because the value of the consideration is less than \$100.00.

Dated this _____ day of _____, 2020.

CITY OF POTTERVILLE DOWNTOWN
DEVELOPMENT AUTHORITY

By: _____
Aaron Sheridan
Its: Executive Director

STATE OF MICHIGAN)
) ss.
 COUNTY OF EATON)

On this _____ day of _____, 2020, before me, a Notary Public, in and for said County, personally appeared the above-named Aaron Sheridan, the Executive Director, and made oath that he has read the foregoing Quit Claim Deed by him signed, and acknowledges the same to be his free act and deed.

_____, Notary Public
 _____ County, State of Michigan
 My Commission Expires: _____

PREPARED BY/RETURN TO:
 Michael D. Homier (P60318)
 FOSTER SWIFT COLLINS & SMITH PC
 1700 E. Beltline Avenue NE, Suite 200
 Grand Rapids, MI 49525
 (616) 726-2200

4994432-1

QUIT CLAIM DEED

THEGRANTOR City of Potterville, a Michigan municipal corporation,
WHOSE ADDRESS IS 319 N. Nelson Potterville, MI 48876,
QUIT CLAIMS TO City of Potterville, a Michigan municipal corporation,
WHOSE ADDRESS IS 319 N. Nelson, Potterville, MI 48876,

the following described premises located in the City of Potterville, County of Eaton, State of Michigan:

PARCEL 2:
204 W. Main, Quit Claim Deed at liber 2860, page 255.
Parcel #700-000-619-027-01.
Commencing 45 feet west of the southeast corner of lot #2, north 30 feet; east 5 feet 7 inches, south 30 feet, west 5 feet 7 inches to beginning, also the second story of building on the east 45 feet of the south 60 feet of lot #2. Amended Plat, block 19, City of Potterville.

together with all improvements, appurtenances, tenements and hereditaments thereto for the sum of: \$1.00.

The premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

The Grantor grants to the Grantee the right to make all divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This transfer is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a) because the value of the consideration is less than \$100.00.

Dated this _____ day of _____, 2020.

CITY OF POTTERVILLE

By: _____
 Aaron Sheridan
 Its: Manager

By: _____
 Stephanie Wilson
 Its: Clerk

STATE OF MICHIGAN)
) ss.
 COUNTY OF EATON)

On this _____ day of _____, 2020, before me, a Notary Public, in and for said County, personally appeared the above-named Aaron Sheridan and Stephanie Wilson, the Manager and Clerk, respectively, of the City of Potterville, and made oath that they have read the foregoing Quit Claim Deed by them sign, and acknowledge the same to be their free act and deed.

_____, Notary Public
 _____ County, State of Michigan
 My Commission Expires: _____

PREPARED BY/RETURN TO:
 Michael D. Homier (P60318)
 FOSTER SWIFT COLLINS & SMITH PC
 1700 E. Beltline Avenue NE, Suite 200
 Grand Rapids, MI 49525
 (616) 726-2200

4993982-1

QUIT CLAIM DEED

THEGRANTOR City of Potterville, a Michigan municipal corporation,
 WHOSE ADDRESS IS 319 N. Nelson Potterville, MI 48876,
 QUIT CLAIMS TO City of Potterville, a Michigan municipal corporation,
 WHOSE ADDRESS IS 319 N. Nelson, Potterville, MI 48876,

the following described premises located in the City of Potterville, County of Eaton, State of Michigan:

Beginning at the southeast corner of lot #2, block 19, Amended Plat to the City of Potterville, section 23, T3N, R4W, Benton Township, Eaton County, Michigan; thence N00°00'00"W 80.50 feet, on the east line of said lot #2; thence N88°56'00"W 44.50 feet; thence S01°04'00"W 9.50 feet; thence S89°46'36"W 37.83 feet; thence S00°00'00"E 72.00 feet, to the south line of said lot #2; thence N89°46'36"E 82.50 feet, to the point of beginning.

together with all improvements, appurtenances, tenements and hereditaments thereto for the sum of: \$1.00.

The premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

The Grantor grants to the Grantee the right to make all divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This transfer is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a) because the value of the consideration is less than \$100.00.

Dated this _____ day of _____, 2020.

CITY OF POTTERVILLE

By: _____
 Aaron Sheridan
 Its: Manager

By: _____
 Stephanie Wilson
 Its: Clerk

STATE OF MICHIGAN)
) ss.
 COUNTY OF EATON)

On this _____ day of _____, 2020, before me, a Notary Public, in and for said County, personally appeared the above-named Aaron Sheridan and Stephanie Wilson, the Manager and Clerk, respectively, of the City of Potterville, and made oath that they have read the foregoing Quit Claim Deed by them signed, and acknowledge the same to be their free act and deed.

 _____, Notary Public
 _____ County, State of Michigan
 My Commission Expires: _____

PREPARED BY/RETURN TO:
 Michael D. Homier (P60318)
 FOSTER SWIFT COLLINS & SMITH PC
 1700 E. Beltline Avenue NE, Suite 200
 Grand Rapids, MI 49525
 (616) 726-2200

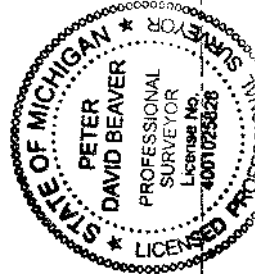
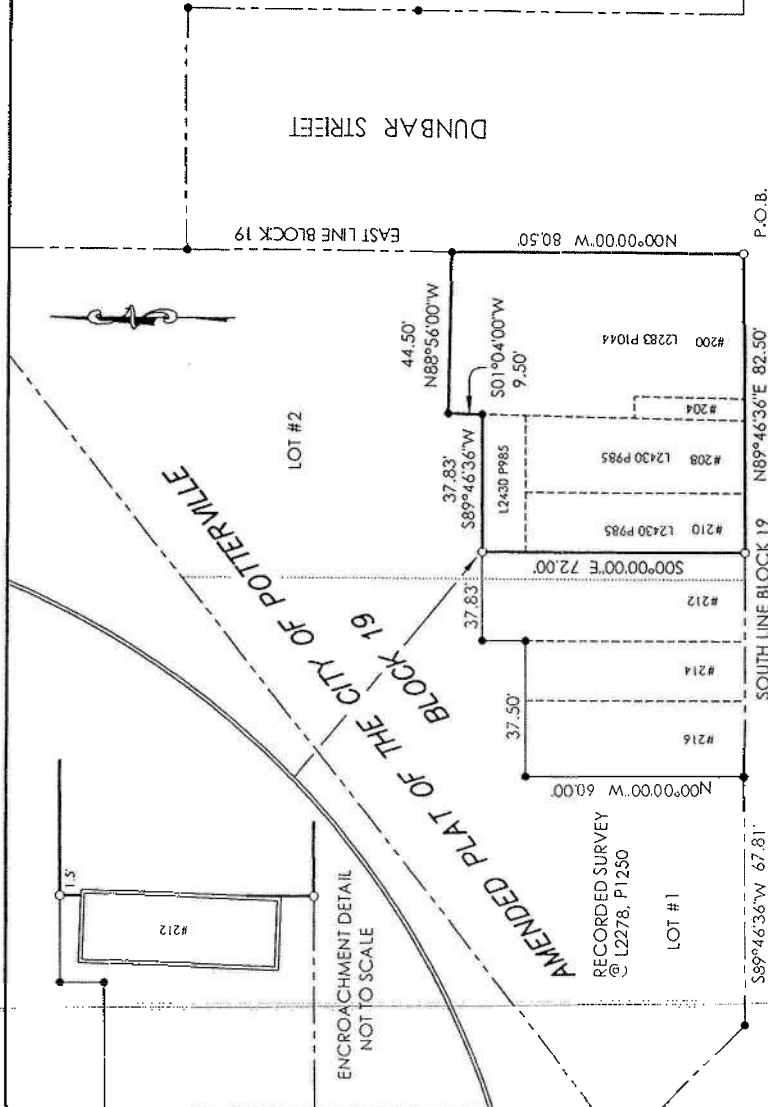
CERTIFICATE OF SURVEY

FOR: THE CITY OF POTTERVILLE
319 N. NELSON STREET
POTTERVILLE, MICHIGAN 48876

I hereby certify to the above named party that I have surveyed the above described parcel; that I have fully complied with the requirements of section 3, P.A. 132 of 1970 and that the ratio of error of closure of this survey is no greater than 1/5000; that the relative position of each corner set is within limits accepted by the practice of professional surveying.

Peter D. Beaver
PETER D. BEAVER PS425828

ALL BEARINGS AND DISTANCES ARE DERIVED FROM SATELLITE OBSERVATIONS
REFERENCED TO: THE MICHIGAN SPATIAL REFERENCE NETWORK
AND ROTATED TO MATCH THE ADJACENT SURVEY BY FRED WHITE
ENGINEERING COMPANY, JOB #104803, DATED 3-24-2010



MAIN STREET

SOUTHERN MICHIGAN LAND SURVEYING

924 BROKEN RIDGE DRIVE LANSING, MICHIGAN 517-323-9471

DATE: 8-21-2020 SCALE: 1"=40' DRAWN BY: P.B. FIELD: 8J/TR

IRON SET ☐ IRON FOUND ☒ MON SET ☐ MON FOUND ☐ FENCE ☐ X ☒

PART OF LOT #2, BLOCK 19
PLAT OF THE VILLAGE OF POTTERVILLE

DRAWING NO.
20-047

SHEET 1 OF 2

CERTIFICATE OF SURVEY

FOR: THE CITY OF POTTERVILLE
319 N. NELSON STREET
POTTERVILLE, MICHIGAN 48876

I hereby certify to the above named party that I have surveyed the above described parcel; that I have fully complied with the requirements of section 3, P.A. 132 of 1970 and that the ratio of error of closure of this survey is no greater than 1/5000; that the relative position of each corner set is within limits acceptable by the practice of professional surveying.

Peter D. Beaver
PETER D. BEAVER PS#25828



ALL BEARINGS AND DISTANCES ARE DERIVED FROM SATELLITE OBSERVATIONS REFERENCED TO THE MICHIGAN SPATIAL REFERENCE NETWORK AND ROTATED TO MATCH THE ADJACENT SURVEY BY FRED WHITE ENGINEERING COMPANY, JOB #104803, DATED 3-24-2010

PARENT PARCEL DESCRIPTIONS (5)
1. 200 W. Main, warranty deed @ liber 2283, page 1044
Parcel #700-000-619-030-00
Commencing at the southeast corner of lot #2, block 19; thence north 80.5 feet; thence N88°56'W 44.5 feet; thence south 9.5 feet; thence east 67 feet; thence south 12 feet; thence west 1.5 feet; thence south 60 feet; thence east 44.5 feet to point of beginning; except the west 5 feet 7 inches of the south 30 feet; and also except the second story building; being a part of lot #2, block 19, Amended Plat of City of Potterville.
**NOTE: THIS DESCRIPTION HAS NOT CLOSURE **
2. 204 W. Main, quit claim deed @ liber 2860, page 255
parcel #700-000-619-027-01
Commencing 45 feet west of the southeast corner of lot #2, north 30 feet; east 5 feet 7 inches, south 30 feet; west 5 feet 7 inches to beginning, also the second story of building on the east 45 feet of the south 60 feet of lot #2, Amended Plat, block 19, City of Potterville.
3. No address, quit claim deed @ liber 2430, page 985
parcel #700-000-619-051-00
Commencing at the southeast corner of lot #2, block 19, north 60 feet, west 44 feet to the point of beginning; west 38.5 feet, north 12 feet, east 38.5 feet, south 12 feet to beginning, part of lot #2, block 19, Amended Plat, City of Potterville.
4. 208 W. Main, quit claim deed @ liber 2430, page 985
Parcel #700-000-619-026-00
The west 22 feet of the east 66 feet of the south 60 feet of lot #2, block 19, Amended Plat, City of Potterville.
5. 210 W. Main, quit claim deed @ liber 2430, page 985
Parcel #700-000-619-024-00
The west 16.5 feet of the east 82.5 feet of the south 60 feet of lot #2, Amended Plat, City of Potterville.

The above described parcels are combined into one parcel being described and surveyed as:
Beginning at the southeast corner of lot #2, block 19, Amended Plat to the City of Potterville, section 23, T3N, R4W, Benton Township, Eaton County, Michigan; thence N00°00'00"W 80.50 feet, on the east line of said lot #2; thence N88°56'00"W 44.50 feet; thence S01°04'00"W 9.50 feet; thence S89°46'36"W 37.83 feet; thence S00°00'00"E 72.00 feet, to the south line of said lot #2; thence N89°46'36"E 82.50 feet, to the point of beginning.

SOUTHERN MICHIGAN LAND SURVEYING			
924 BROKEN RIDGE DRIVE		LANSING, MICHIGAN 517-323-9471	
DATE: 8-21-2020	SCALE: 1"=40'	DRAWN BY: P.B.	FIELD: 8J/TP
IRON SET <input type="checkbox"/>	IRON FOUND <input checked="" type="checkbox"/>	MON SET <input type="checkbox"/>	MON FOUND <input type="checkbox"/>
FENCE <input type="checkbox"/> X <input type="checkbox"/> X <input type="checkbox"/>			
PART OF LOT #2, BLOCK 19 PLAT OF THE VILLAGE OF POTTERVILLE			
DRAWING NO. 20-047 SHEET 2 OF 2			