



CITY COUNCIL MEETING

St. Ignace, Michigan
Monday, May 6, 2024 – 7:00 p.m.
City Council Chambers
Zoom Meeting ID: 838 1363 6337

******AGENDA******

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Invocation
- 4) Roll Call
- 5) Public Hearing – 930 N State Street
- 6) Additions to the Agenda
- 7) Public Comment (3-minute limit)
- 8) Consideration of Minutes of April 22, 2024
- 9) Business
 - A. Resolution 24-11 – Sale of 930 N State Street
 - B. Resolution 24-12 – 2024 Straits Brew Bash
 - C. Resolution 24- 13 – Salty Mac Brewing Company, LLC / Change in License
 - D. Police Department – Mutual Law Enforcement Agreement
 - E. Police Department – Conditional Offer of Employment
 - F. Fire Department Request – On-Board Foam System
 - G. Marina Internet
 - H. Financial System Server Request – BS&A
 - I. Request for Appraisal – Fort de Buade, 334 N State Street
- 10) Consideration of Bills
- 11) Public Comment (3-minute limit)
- 12) City Manager’s Report
- 13) Committee Reports
- 14) Council Member Comments
- 15) Adjournment

**City of St. Ignace
Council Proceedings
(Unofficial)**

A Regular Meeting of the St. Ignace City Council was held on Monday, April 22, 2024, in City Hall Council Chambers as a hybrid attendance meeting with Zoom video available. Mayor LaLonde called the meeting to order at 7:00 p.m., and the Pledge of Allegiance followed. Mayor Pro-Tem Gustafson led the invocation.

PRESENT FROM CITY COUNCIL: Councilmember Eyre, Mayor Pro-Tem Gustafson, Mayor LaLonde, Councilmembers Litzner, Shepard and Williford.

ABSENT: Councilmember Pelter. It was moved by Councilmember Williford, seconded by Councilmember Shepard, to approve excusing Councilmember Pelter from the meeting due to a religious holiday. Motion carried unanimously.

STAFF PRESENT: Scott Marshall, City Manager; Charles Palmer, City Attorney; Andrea Insley, City Clerk/Treasurer; Cathy Lamb, Recreation Facility Manager; Russ Winberg, Chief Operator; Chuck McCall, DPW Foreman.

ADDITIONS TO THE AGENDA

City Manager Marshall – Consideration of AFSCME Wage Re-opener.

PUBLIC COMMENT (*3-min limit*)

No public comment was received.

CONSIDERATION OF THE MINUTES OF THE APRIL 8, 2024 COUNCIL MEETING:

It was moved by Councilmember Litzner, seconded by Councilmember Eyre, to approve the minutes of the April 8, 2024 Regular Council meeting as presented. Motion carried unanimously.

BUSINESS

A. PROCLAMATION – DOUG INGALLS

Mayor LaLonde read aloud the following proclamation honoring Doug Ingalls upon his retirement from St. Ignace Area Schools:

WHEREAS, it is with great admiration that we recognize the distinguished career of Doug Ingalls, who served as the esteemed head coach of LaSalle High School's boys' basketball team for 25 years; and

WHEREAS, Doug Ingalls was appointed as the head coach of LaSalle High School's boys' basketball team in September of 1992, displaying unwavering dedication, passion and commitment to the sport and its players; and

WHEREAS, Coach Ingalls' coaching expertise has been highlighted by an outstanding record of achievement, with a remarkable coaching record of 375-182. Under his guidance, the LaSalle High School boys' basketball team achieved unparalleled success, securing ten conference titles, ten district titles, three regional titles, and a trip to the final four, showcasing dedication, hard work, and perseverance; and

WHEREAS, alongside his coaching duties, Doug graciously supported his wife, Dorene Ingalls, in her leadership of the highly successful girls' basketball team, instilling invaluable lessons of teamwork, resilience, and sportsmanship in generations of young athletes; and

WHEREAS, in recognition of his exceptional coaching abilities, Doug Ingalls was honored as the Associated Press Coach of the Year for the 2023-2024 season. Coach Ingalls will be inducted to the Upper Peninsula Sport Hall of Fame in May for recognition to his contributions to the world of athletics.

THEREFORE, BE IT PROCLAIMED, that Doug Ingalls' remarkable career as a coach, mentor, and leader has left an unforgettable mark on the LaSalle High School community and beyond, inspiring generations of athletes to strive for greatness and embody the true spirit of sportsmanship.

B. COMMITTEE APPOINTMENTS – LIBRARY BOARD

Mayor LaLonde requested Council's approval to appoint the following Library Board members: Joe Power for David Koven, term expiring December 2024, and James Carnes for Bonnie Ledy, term expiring December 2027.

It was moved by Councilmember Litzner, seconded by Councilmember Eyre, to approve appointing both Joe Power and James Carnes to the Library Board.

Roll Call Vote:

Yes: Mayor Pro-Tem Gustafson, Mayor LaLonde, Councilmembers Litzner, Shepard, Williford and Eyre.

No: None.

Motion carried unanimously.

C. BID REQUEST FOR MDOT PLOW TRUCKS

City Manager Marshall informed Council that the Finance Committee has reviewed the City's request to bid for up to three MDOT plow trucks that will be available through MI Bid in the next month. The trucks available are two 2006 models and one 2010 model, and will potentially replace the 1992, 1997 and 1999 plow trucks in the current fleet. After inspection, the DPW Foreman, Chuck McCall, stated the MDOT trucks are well maintained and with an estimated value of \$30,000 each. City Manager Marshall requested Council to approve a maximum amount of \$60,000 to work with during the bidding period.

It was moved by Mayor Pro-Tem Gustafson, seconded by Councilmember Williford, to approve a maximum bid amount of \$60,000 to utilize during the bid process for the MDOT trucks.

Roll Call Vote:

Yes: Mayor LaLonde, Councilmembers Litzner, Shepard, Williford, Eyre and Mayor Pro-Tem Gustafson.

No: None.

Motion carried unanimously.

D. FIRE DEPARTMENT WAGE INCREASE REQUEST

City Manager Marshall reviewed with Council the proposed increase of \$2/hour for volunteer firefighters for the call-out pay and monthly meeting pay. It was noted that the last increase was in 2016 and should be considered more frequently.

It was moved by Mayor Pro-Tem Gustafson, seconded by Councilmember Eyre, to approve a \$2/hour wage increase for the Fire Department firefighters for monthly meetings and call-out pay, effective May 1, 2024.

Roll Call Vote:

Yes: Councilmembers Litzner, Shepard, Williford, Eyre, Mayor Pro-Tem Gustafson and Mayor LaLonde.

No: None.

Motion carried unanimously.

E. WATER DEPARTMENT UTILITY TRAILER PURCHASE REQUEST

City Manager Marshall informed Council that the Water Department is requesting to purchase a new utility trailer for hauling mowers to various sites on the water line. Three bids were provided: TC Trailer - \$2,900, Gaylor Trucking - \$3,600, and Petoskey RV - \$3,595. The recommendation from Chief Operator Winberg was to purchase the trailer from Petoskey RV, because it met the needs of the department most efficiently.

It was moved by Councilmember Williford, seconded by Councilmember Shepard, to approve purchasing the trailer from Petoskey RV for \$3,595 from the Water Department's current budget.

Roll Call Vote

Yes: Councilmembers Shepard, Williford, Eyre, Mayor Pro-Tem Gustafson, Mayor LaLonde and Councilmember Litzner.

No: None.

Motion carried unanimously.

F. INTRODUCTION OF RESOLUTION 24-11 SALE OF PROPERTY 930 N STATE STREET

City Manager Marshall reviewed the details of the City-owned property at 930 N State Street with Council and recommended that the City consider selling the property. Per the City Charter (Sect. 7.6a), the process to sell City property must first be introduced by resolution, followed by a Public Hearing with notice one week prior to the scheduled date. After some discussion of the resolution, it was the consensus of Council to postpone the resolution for a property sale until after the Public Hearing.

It was moved by Mayor Pro-Tem Gustafson, seconded by Councilmember Williford, to approve scheduling a Public Hearing to discuss the sale of 930 N State Street on Monday, May 6, 2024.

Roll Call Vote

Yes: Councilmembers Williford, Eyre, Mayor Pro-Tem Gustafson, Mayor LaLonde, Councilmembers Litzner and Shepard.

No: None.

Motion carried unanimously.

G. CITY HALL SECURITY SYSTEM UPGRADE

City Manager Marshall informed Council that three bids have been collected to update the security system in City Hall. One bid from ASC Security Company for \$44,799, another from

Anavon Security Company for \$34,237 and a third from Calvin Burnside Security Company for \$10,850. City Manager Marshall recommended a contract with Calvin Burnside for the City Hall system. It was noted that the City received an approved 50% match grant from MMRMA for up to \$10,000 to help fund this update. City Manager Marshall also stated that the fall 2023 2% Sault Tribe contribution will be utilized to pay for this system, in addition to City funds of \$2,850. It was moved by Councilmember Shepard, seconded by Councilmember Williford, to approve contracting with Calvin Burnside Security Company for \$10,850 for the City Hall security system update.

Roll Call Vote

Yes: Councilmember Eyre, Mayor Pro-Tem Gustafson, Mayor LaLonde, Councilmembers Litzner, Shepard and Williford.

No: None.

Motion carried unanimously.

H. CELL TOWER CONTRACT UPDATE

City Manager Marshall presented a proposed contract renewal for a tower lease with T-Mobile from 2027 to 2047 (four 5-year terms). The fee will increase to \$21,000 annually for the first term, with an additional 15% increase each additional term. The Finance Committee met April 17th to review the proposal and recommends approving the terms.

It was moved by Councilmember Litzner, seconded by Mayor Pro-Tem Gustafson, to approve the renewal contract as presented.

Roll Call Vote

Yes: Mayor Pro-Tem Gustafson, Mayor LaLonde, Councilmembers Litzner, Shepard, Williford and Eyre.

No: None.

Motion carried unanimously.

I. 2024 STREET PAVING BID TABULATION

City Manager Marshall informed Council that the Street Committee met April 18th to review the bids submitted for the 2024 Street Paving project. The recommended bid was received from Payne & Dolan for \$237,840.

It was moved by Councilmember Eyre, seconded by Mayor Pro-Tem Gustafson, to approve the paving bid received from Payne & Dolan for \$237,840.

Roll Call Vote

Yes: Mayor LaLonde, Councilmembers Litzner, Shepard, Williford, Eyre and Mayor Pro-Tem Gustafson.

No: None.

Motion carried unanimously.

J. CODE ENFORCEMENT TRAINING PROPOSAL FROM RAY ANDERSON

City Manager Marshall requested Council's consideration for scheduling Code Enforcement Training with Ray Anderson for \$1,500. The training is not currently budgeted and would derive from the Planning Commission and City Manager budgets.

It was moved by Councilmember Williford, seconded by Mayor Pro-Tem Gustafson, to approve scheduling the training with Ray Anderson for \$1,500 to be paid from the Planning Commission and City Manager budgets.

Roll Call Vote

Yes: Councilmembers Litzner, Shepard, Williford, Eyre, Mayor Pro-Tem Gustafson and Mayor LaLonde.

No: None.

Motion carried unanimously.

K. FINANCIALS

City Manager Marshall reviewed the March 2024 financials with Council.

It was moved by Councilmember Williford, seconded by Councilmember Litzner, to approve the March 2024 monthly financial report.

Roll Call Vote

Yes: Councilmembers Shepard, Williford, Eyre, Mayor Pro-Tem Gustafson, Mayor LaLonde and Councilmember Litzner.

No: None.

Motion carried unanimously.

City Clerk/Treasurer requested Council's consideration for the budget amendments provided for funds 101, 499, 641 and 591.

It was moved by Councilmember Litzner, seconded by Mayor Pro-Tem Gustafson, to approve the budget amendments as presented.

Roll Call Vote

Yes: Councilmembers Williford, Eyre, Mayor Pro-Tem Gustafson, Mayor LaLonde, Councilmembers Litzner and Shepard.

No: None.

Motion carried unanimously.

CONSIDERATION OF THE BILLS

AIRGAS USA LLC	35.45
ALL-PHASE ELECTRIC SUPPLY CO	100.00
BAM TOOLS	82.59
BELONGA EXCAVATING, LLC	6,796.72
BELONGA'S PLUMBING AND HEATING	889.92
ED DRESLINSKI CONSULTING, INC.	845.00
ELLEN'S EQUIPMENT INC.	256.97
ETNA SUPPLY COMPANY	2,920.95
FREIGHTLINER OF GRAND RAPIDS	574.78
HACH COMPANY	2,719.00
HAWKINS	50.00
HD SUPPLY INC/USA BLUEBOOK	112.23
HYDRITE CHEMICAL CO	8,365.56
KIMBALL-MIDWEST	712.39
KSS ENTERPRISES	2,960.39
LAW ENFRMNT RISK MNGMNT GROUP, INC	150.00

MACKINAC PLUMBING AND HEATING CO	1,213.10
MACKINAC SALES	40.28
MILLER CONSULTATIONS & ELECTIONS, INC	29.89
MOTOR PARTS AND EQUIPMENT CORP	849.26
OSCAR W LARSON	500.00
PRO-TECH SECURITY SALES	105.50
R & R FIRE TRUCK REPAIR	3,028.51
ST IGNACE TRUE VALUE	1,315.90
UP STATE CREDIT UNION	753.90
WM CORPORATE SERVICES, INC.	556.00

Grand Total: \$ 35,964.29

Council inquired about the invoice received from Belonga Excavating, LLC and asked City Manager Marshall to research and provide details regarding the work. Mayor LaLonde also questioned items purchased from Ellen's Equipment and All-Phase, noting he encourages the City to purchase locally if the products are available.

It was moved by Councilmember Shepard, seconded by Mayor Pro-Tem Gustafson, to approve paying the bills in the amount of \$35,964.29.

Roll Call Vote

Yes: Councilmember Eyre, Mayor Pro-Tem Gustafson, Mayor LaLonde, Councilmembers Litzner, Shepard and Williford.

No: None.

Motion carried unanimously.

PUBLIC COMMENT (3-minute limit)

No public comment was received.

MANAGEMENT REPORT

City Manager Marshall provided a written report to Council and discussed the following:

- Visitor's Bureau upcoming events.
- New server update required for Clerk's office.
- Update on the water main break on Goudreau Street.
- Police Chief James constructing a proposal for a mutual aid agreement with area agencies.
- Boardwalk-cement section installed in the Favorite parking lot.
- Fort de Buade building update.
- Fire Chief Montie's proposal for a change order for the new fire truck.
- Cemetery lawn mowing bid received from Precision Edge for 2024.
- Request for reimbursement received from property owner regarding boardwalk removal.

COMMITTEE REPORT

No committee reports provided.

COUNCILMEMBER COMMENTS

Councilmember comments were received.

CLOSED SESSION PER MCL 15.268(C), *For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.*

At this time, Mayor LaLonde stated that Council has requested to go into Closed Session, per MCL 15.268(C).

It was moved by Mayor Pro-Tem Gustafson, seconded by Councilmember Eyre, to enter into Closed Session at 8:38 p.m.

Roll Call Vote

Yes: Mayor Pro-Tem Gustafson, Mayor LaLonde, Councilmembers Litzner, Shepard, Williford and Eyre.

No: None.

Motion carried unanimously.

Council returned from Closed Session at 8:48 p.m.

CITY MANAGER MARSHALL - Consideration of AFSCME Wage Re-opener

After some discussion, it was moved by Mayor Pro-Tem Gustafson, seconded by Councilmember Eyre, to approve the AFSCME employees' wage increase of \$1.50/hour, effective January 1, 2024.

Roll Call Vote

Yes: Mayor LaLonde, Councilmembers Litzner, Shepard, Williford, Eyre, Mayor Pro-Tem Gustafson and Mayor LaLonde.

No: None.

Motion carried unanimously.

There being no further business, the meeting adjourned at 8:52 p.m.

William LaLonde, Mayor

Andrea Insley, City Clerk/Treasurer

**CITY OF ST. IGNACE
RESOLUTION 24-11**

RESOLUTION TO SELL REAL ESTATE

The following resolution was offered for adoption by _____,
supported by _____:

WHEREAS the City of St. Ignace acquired Lot 7 and 8, Block 3, of Assessor's Plat No. 2, from the Mackinac County Treasurer by quitclaim deed dated November 8, 2023; and

WHEREAS the City of St. Ignace would benefit financially from the sale of said property located at 930 N State Street, identified by parcel number 052-160-015-00; and

WHEREAS the City of St. Ignace has held a public hearing on Monday, May 6, 2024 to discuss the property located at 930 N State Street; therefore

WHEREAS it has been determined by the City Council and City Manager that competitive sealed bids with a minimum starting bid of \$20,000 are to be solicited by the City, and said advertising has been done two weeks prior to accepting bids; therefore

WHEREAS if no bids are received, the property will be advertised for an additional 2 weeks and the bid process will be reopened;

WHEREAS the City of St. Ignace has authorized City Manager, Scott Marshall, to execute a deed to the highest bidder; therefore

BE IT RESOLVED the St. Ignace City Council approves the sale of said City land as described above, on Monday, May 6, 2024.

Roll Call Vote:

Yes:

No:

Absent:

Resolution declared:

I hereby certify that the above Resolution 24-11 is a true copy of a Resolution presented to the City of St. Ignace City Council for adoption at a Regular meeting held on Monday, May 6, 2024 at 7:00 p.m.

Andrea Insley, City Clerk/Treasurer

**CITY OF ST. IGNACE
RESOLUTION 24-12**

A RESOLUTION TO APPROVE THE 2024 STRAITS BREW BASH

The following Resolution was offered for adoption by _____, supported by _____:

WHEREAS: The St. Ignace Visitor’s Bureau requests permission to sponsor and conduct the Straits Brew Bash; and

WHEREAS: This event requires the usage of the St. Ignace Public Marina; and

WHEREAS: Chapter 22 of the City of St. Ignace Code, “The Peddler’s Ordinance”, requires certain criteria be met for the event to be held; and

WHEREAS: It is understood that there may be fees for certain services if provided by the city; and

WHEREAS: The St. Ignace City Council has determined that the St. Ignace Visitors Bureau does meet the criteria established in the various sections of Chapter 22; now therefore

BE IT RESOLVED: The St. Ignace City Council does approve Special Events status for the 2024 Straits Brew Bash on August 3, 2024; now further

BE IT RESOLVED: The St. Ignace City Council does approve usage of the St. Ignace Public Marina area, Saturday, August 3, 2024. 4:00 p.m. to 10:00 p.m.

Roll Call Vote:

Yes:

No:

Absent:

Resolution declared

I hereby certify that the above Resolution is a true copy of a Resolution presented to the St. Ignace City Council for adoption at a regular meeting held Monday, May 6, 2024, at 7:00 p.m.

bs

Andrea Insley, City Clerk/Treasurer

City of St. Ignace Special Events Application

Complete and return this application to the City Manager's Office at least 21 calendar days prior to the starting date of the event.
A new application must be submitted each year.

Event

Event Name: Strait's Brew Bash

Describe the Event:

This annual event takes place on the marina dock from 4-10 on Saturday, August 3. This year we'd like to include bounce houses on the lawn. There 2-4 food truck in the lot and the chamber manages a beer tent. We put up 20x40 tents. There is live music until 10pm.

Sponsoring Organization Information

Legal Business Name: St. Ignace Visitors Bureau

Address: Le Spring St. City: St. Ignace State/Zip: MI 49781

Mailing Address: Le Spring St. City: St. Ignace State/Zip: MI 49781

Telephone: 906-643-6950 Email: quincy@stignace.com

Contact Name: Quincy Ranville Title: events director

Telephone 906-643-6950 Email: quincy@stignace.com

Contact Person on Day of Event

Name: Quincy Ranville Title: events director

Address: Le Spring St. City St. Ignace State/Zip: MI 49781

Telephone: 906-643-6950 Cell: 906-298-1902 Email: quincy@gmail.com

Type of Event (Check one - See Special Events Policy for additional information)

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> City Operated/Sponsored Event | <input type="checkbox"/> Political or Ballot Issue Event | <input type="checkbox"/> Run Event |
| <input type="checkbox"/> Co-sponsored Event (all parties must provide sponsoring info and sign application) | <input type="checkbox"/> Other (describe) | |
| <input checked="" type="checkbox"/> Non-Profit Event | <input type="checkbox"/> Wedding | <input type="checkbox"/> Block Party |
| <input type="checkbox"/> For Profit Event | <input type="checkbox"/> Video or Film Production | |

Event Information

Event Location(s):

St. Ignace Public Marina

Event Date(s): August 3

Event Hours: 4pm - 10pm

Estimated date/time for set up: Aug. 3 @ 12pm

Estimated date/time for clean up: Aug. 3 @ 10pm

Describe set up and clean up procedures (include specifically who will be taking care of trash):

St. Ignace VB staff will handle setup, cleanup, & trash

Event Information (continued)

Estimated DAILY attendance:

Describe crowd control plans for this event:

none, it's not big enough to require crowd control. Staff park in the grass to free up parking for guests.

Describe the Special Event's impact on adjacent commercial and residential property:

positive tourism impact.

Will sidewalks be used YES NO *If yes, include a detailed map outlining the proposed sidewalk use*

Describe sidewalk use:

N/A

Will street closures be necessary? YES NO

*If yes, include a detailed map indicating road closures, emergency vehicle access, and barricade locations
The City of St. Ignace does not have authority to close County roads.*

Describe street closures:

N/A

* Streets closed: Date/Time:

* Streets re-open: Date/Time:

Event Information (continued)

Will parking lot closures be necessary?

YES

NO

If yes, include a detailed map indicating proposed closures and barricade locations

Describe parking lot closures:

We don't close the marina parking lot but we do close off a handful of spaces for the food trucks.

" Parking lot(s) closed: Date/Time:

N/A

" Parking lot(s) re-open: Date/Time:

N/A

What parking arrangements are proposed to accommodate attendance?

marina parking, street parking

Will music be provided/included during the event?

YES

NO

Describe type of music proposed:

Live

Amplification

Recorded

Loudspeakers

Proposed time music will begin:

4 pm

Proposed time music will end:

10 pm

Proposed location of live band/disc jockey/loudspeakers/equipment:

on the dock

Describe noise control:

none, music ends @ 10 pm.

Event Information (continued)

Will the event require the use of any of the following municipal equipment:

Sponsoring organization should expect to be charged for use, placement, and maintenance of these items

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Trash Receptacles | Quantity: <input type="checkbox"/> |
| <input type="checkbox"/> Barricades | Quantity: <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Traffic Cones | Quantity: <input type="checkbox"/> |
| <input type="checkbox"/> Other (describe): | Quantity: <input type="checkbox"/> |

Sponsoring organization may be required to provide a dumpster

we use some cones to portion off a part of the lot for the food trucks

Will the following be constructed or located in the event area?

No stakes of any kind allowed on asphalt

- | Item | Item |
|---|--|
| <input type="checkbox"/> Booths | <input type="checkbox"/> Tables |
| <input checked="" type="checkbox"/> Tents | <input type="checkbox"/> Rides |
| <input type="checkbox"/> Awnings | <input type="checkbox"/> Portable Toilets (may be required depending on event) |
| <input type="checkbox"/> Canopies | <input type="checkbox"/> Other (describe) |

You must attach a plan of the proposed layout. Include the proposed location of booths, tents, tables, portable toilets, rides, routes, etc.

Will the event have kiddie rides, inflatables (i.e. moonwalk), amusement rides, climbing walls, live animals, hot air balloon, etc.?

YES

NO If yes, additional insurance coverage will be required

If yes, describe in detail the types of attractions proposed:

This is TBD but we are hoping to have bounce houses (which we are purchasing) on the marina lawn.

Event Information (continued)

Will the event have food, beverage or concessions YES NO

(See Section X of the Special Events Policy for health department approvals and temporary food license requirements)

Describe:

food trucks and beer tent provided by chamber of commerce

Do you plan to have alcohol served at this event? YES NO

* A \$50.00 fee applies to special liquor license applications and Liquor Liability Insurance is required.
Include proposed location(s) on event layout and describe measures to be taken to prohibit the sale of alcohol to minors or visibly impaired individuals

Will there be temporary electricity at this event? YES NO

* An electrical permit is required. Include proposed locations on event layout

Generators Use of Light Pole Outlets Temporary Distribution Panel

Do you plan to have special event signs? YES NO

Signs must conform to City's ordinances

Describe signs, proposed locations, etc.

Do you plan to use city entrance signs or banner

YES NO

If yes you must apply for use through the City Entrance Sign Ordinance/Municipal Banner System Policy

Application Check List (failure to provide necessary documentation will delay application review and approval)

I have attached the following items:

- Completed Application
- Event Map (includes detailed event layout for vendors, rides, booths, electrical needs, etc.)
- Detailed Plan showing road closures, sidewalk use, etc. *N/A*
- Certificate of Insurance and Indemnification (due to City Manager's Office within 1 week following notice of event approval)
- Insurance Policy endorsement (due to City Manager's Office within 1 week following notice of event approval)
- Event Signage (description) *N/A*
- Driver's License of applicant

If document is missing, please explain:

Jeremy D. Puller

The applicant and sponsoring organization understands and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for this event, name the City of St. Ignace as an additional insured on all applicable polices, provide a separate copy of the insurance policy Endorsement, and submit the required documents to the City Manager's Office no later than one week following notice of event approval.

Execute an Indemnification Agreement on the sponsoring organizations letterhead and submit it to the City Manager's Office no later than one week following notice of the event approval.

Comply with all City and County ordinances and applicable State laws, City policies and acknowledges that the special events permit does not relieve the applicant or sponsoring organization from meeting any application requirements of law or other public bodies or agencies;

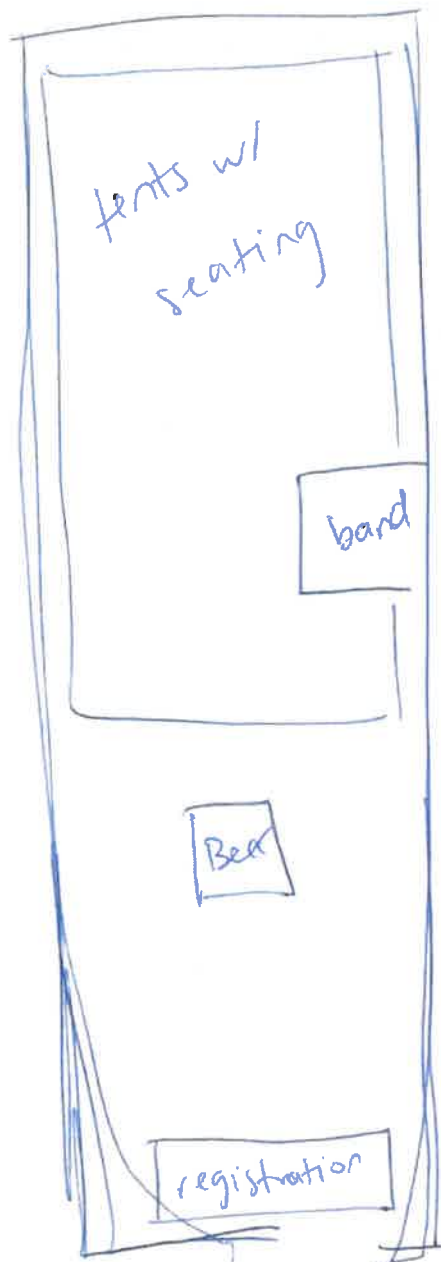
Promptly pay any billing for City services which may be rendered or deemed necessary as part of the event and event approval.

Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's Special Events Policy. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval may be necessary. The applicant agrees the sponsoring organization will operate the event in conformance with the written approval.

Applicant understands that he/she (or the sponsoring organization) is responsible for contacting the Michigan Liquor Control Commission and/or the County Health Department to secure any and all permits required for this event.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Applicant Signature	Date <input type="text"/>
Co-Applicant Signature	Date <input type="text"/>
Complete this application and return it, along with all required documentation, to the City Manager's Office at least 21 calendar days prior to the starting date of the event. Please note that a new application must be submitted each year.	<p style="text-align: center;">Receipt Date</p> <input type="text"/>



band

Bar

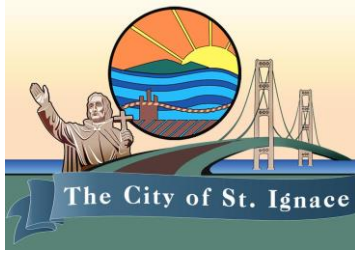
registration

marina building

Food Trucks

parking lot

state st.



396 N State Street
St. Ignace, MI. 49781
cityofstignace.com

City of St. Ignace, MI

Staff Report

Agenda Date: May 6, 2024

Presenter: Ryan Sigmon

Department: DDA

Scott Marshall, City Manager: _____

This form and any background material must be approved by the City Manager then delivered to the City Manager's Office by 4:00 PM the Thursday prior to the Council Meeting.

AGENDA ITEM TITLE:

Salty Mac Brewing Company Liquor License

BACKGROUND:

At the March 4th, 2024 City Council Meeting, it was recommended that Salty Mac Brewing Company, LLC be approved for a MCL 436.1521A(1)(b) and New Brewpub License.

Owner Jonathan Muson met with the Liquor Commission on Thursday, April 25th on site to review the final steps before the report was sent to the Liquor Commission. During that meeting, they uncovered that Salty Mac Brewing Company was given incorrect information from the licensing support in Lansing as they gave them instructions on their application based off our parameters being set in the business model. Originally, they were notified that their arrangement with a local eatery being on site and having a revenue sharing agreement would satisfy the 25% food requirement of total gross sales for a brewpub. This is the portion that has been ruled incorrect from the commission standpoint.

Salty Mac Brewing Company now needs to pivot away from the class C license and brewpub license to a microbrew, small wine maker license and mixed spirit manufacturer to produce their own beer, cider and seltzers. This would enable them to proceed just under a slightly different path as they were not originally going to be producing their own ciders and seltzer, but now will be. Salty Mac's system, which is arriving on May 10th, allows them to produce all three. So, they would not have any additional system requirements.

As the DDA Director, I fully support Salty Mac Brewing Company obtaining a microbrew, small wine maker license and mixed spirit manufacturer. Given the timeline for this, this agenda item was not reviewed at a DDA Board Meeting in advance but was sent to the entire DDA Board via email on May 1.

FISCAL EFFECT:

None

SUPPORTING DOCUMENTATION:

None

RECOMMENDATION:

To approve Salty Mac Brewing Company, LLC in obtaining a microbrew, small wine maker license and mixed spirit manufacturer.

**CITY OF ST. IGNACE
RESOLUTION 24-13**

**A RESOLUTION OF SUPPORT FOR SALTY MAC BREWING COMPANY, LLC
LICENCE CHANGE**

The following Resolution was offered for adoption by _____, and supported by _____:

WHEREAS: the City of St. Ignace, Downtown Development Authority (DDA) was established pursuant to Act 197 of the Public Acts of Michigan of 1975, and with City of St. Ignace Ordinance Number 465 effective November 28, 1981; and

WHEREAS: the City of St. Ignace established the St. Ignace Downtown Development Authority District as its "Redevelopment Project Area" as required in Public Act 501 of the Public Acts of 2006, Section 521A(1) of the Michigan Liquor Control Code of 1998, being MCL 436.1521A(1)(b) by resolution of the St. Ignace City Council at its regularly scheduled City Council meeting of May 6, 2024; and

WHEREAS: the St. Ignace Downtown Development Authority has recommended by resolution adopted at their regularly scheduled DDA meeting of November 10, 2023, that the Michigan Liquor Control Commission issue an On-Premises Tasting Room Permit under the provisions of the Michigan Liquor Control Code, being MCL 436.1536, to Salty Mac Brewing Company, LLC which is located within the St. Ignace DDA District Redevelopment Project Area at 180 North State Street and that said issuance would prevent further deterioration and promote economic growth within the DDA District;

BE IT RESOLVED: that the City Council of the City of St. Ignace concurs with the findings of the Downtown Development Authority and recommends that the Michigan Liquor Control Commission issue a Class C liquor license under the provisions of Section 521A(1)(b) of the Michigan Liquor Control Code of 1998, being MCL 436.1521 to Salty Mac Brewing Company, LLC at 180 North Street, St. Ignace, Michigan.

Roll Call Vote:

Yes:

No:

Absent:

Resolution declared

I hereby certify that the above Resolution is a true copy of a Resolution presented to the St. Ignace City Council for adoption at a regular meeting held Monday, May 6, 2024, at 7:00 p.m.

Andrea Insley, City Clerk/Treasurer



Local Government Approval For On-Premises Tasting Room Permit
(Authorized by MCL 436.1536)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (name of township, city, village)
called to order by _____ on _____ at _____
the following resolution was offered: (date) (time)
Moved by _____ and supported by _____
that the application from _____
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW ON-PREMISES TASTING ROOM PERMIT**

to be located at: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____
Nays: _____
Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (name of township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax to: 517-763-0059



City of St. Ignace, MI

396 N State Street
St. Ignace, MI. 49781
cityofstignace.com

Department Head Report

This report and any background material must be delivered to the City Manager's Office by 4:00 PM the Thursday prior to the second Council Meeting of the month.

Department:

City Police

Please provide a summary of your department's recent goals/objectives/operations, and note any issues that you would like to make the Council aware of.

1. Review and approval of a law enforcement mutual aid agreement to be signed by St. Ignace, Mackinac Island, Mackinaw City, and Mackinac County Sheriff. This agreement will make it easier to share law enforcement resources during emergencies or for large planned events that require more police resources than each individual party can provide on their own.

Mutual Law Enforcement Assistance Agreement

The Mackinac County Sheriff's Office, St. Ignace Police Department, Mackinaw City Police Department, and Mackinac Island Police Department, recognize the need to coordinate their law enforcement activities to complement their present resources and agree as follows:

1. Whereas, intergovernmental agreements to provide joint or assisting functions or services, including the sharing of costs of such services or functions, by political subdivisions are authorized by the Michigan Constitution of 1963, Art. VII, § 28; M.C.L. § 123.811 et seq.
2. The parties hereto are geographically located in the proximity to each other in the Straits of Mackinac, Michigan, and the Village of Mackinaw City, in northern Cheboygan and Emmet Counties, Michigan.
3. It is to the mutual advantage and benefit to the parties hereto that each of the parties agrees to render supplemental police protection for special events or a local emergency of a magnitude that has developed or appears to develop beyond the control of a single party and therefore requires the resources of one or all of the parties hereto.
4. In the event a local emergency or a special event which cannot be met with the facilities of one of the parties, the other governmental agencies agree, upon request, to furnish aid in coping with such a local emergency or special event to the agency requesting such aid upon actual or standby basis. The extent of aid to be furnished under this agreement shall be determined solely by the governmental agency or department thereof furnishing such aid, and it is understood that the aid so furnished may be recalled at the sole discretion of the furnishing agency.
5. Details as to the methods of requesting mutual aid and the names of the persons authorized to send and receive such requests, together with the lists of equipment and personnel which will be subject to the call, will be covered by correspondence between the governmental agencies and the departments thereto from time to time.
6. In the event enforcement action is necessary by an assisting agency, (St. Ignace Police, Mackinaw City Police, Mackinac Island Police, and/or Mackinac County Sheriff's Deputies) outside of their respective jurisdictions, those officers involved will provide copies of incident reports and other relevant documentation to the agency accountable for jurisdiction as soon as practical. This is to ensure proper documentation and reporting to the appropriate prosecutor's office and court.
7. Nothing in this agreement shall be construed to waive the immunity enjoyed by any of the parties hereto or any of the respective officers or employees. Each of the parties shall be responsible for all liability of whatever nature arising from the acts of its own officers and employees, notwithstanding this agreement, to the extent provided by law. Under no circumstances shall any agency be held liable for the acts of employees of another agency performed under the color of this agreement.

8. Each of the parties shall be responsible for all compensation of officers who are its regular employees notwithstanding their function as officers of the other party under this agreement.

9. This agreement continues in effect until amended or terminated. It may be amended by mutual agreement, expressed in writing by the Mackinac County Sheriff's Office, St. Ignace City Council, Village of Mackinaw City Council, or the Mackinac Island Council at any time. It may be terminated by a member entity as herein before stated by giving thirty (30) days written notice to the other entities.

10. This agreement shall be effective for a term of four (4) years (Initial Term). Upon expiration of the initial term, this agreement shall automatically renew for another term of four (4) years ("Additional Term) and there shall continue to be subsequent Additional Terms unless any agency gives written notice of its desire to terminate this agreement thirty (30) days prior to the expiration of the Initial Term or Additional Term.

This agreement has been executed and duly witnessed by:

<p>_____ Doug Topolski, Chief of Police – Mackinac Island</p>	<p>_____ Date</p>	<p>_____ Margaret Doud, Mayor – Mackinac Island</p>	<p>_____ Date</p>
<p>_____ Kevin James, Chief of Police – St. Ignace</p>	<p>_____ Date</p>	<p>_____ William Lalonde, Mayor – St. Ignace</p>	<p>_____ Date</p>
<p>_____ Todd Woods, Chief of Police – Mackinaw City</p>	<p>_____ Date</p>	<p>_____ Scott Newman, Mayor – Mackinaw City</p>	<p>_____ Date</p>
<p>_____ Edward Wilk, Sheriff – Mackinac County</p>	<p>_____ Date</p>		



396 N State Street
St. Ignace, MI. 49781
cityofstignace.com

City of St. Ignace, MI

Department Head Report

This report and any background material must be delivered to the City Manager's Office by 4:00 PM the Thursday prior to the second Council Meeting of the month.

Department: Police

Agenda Item: Police Recruit

Please provide a summary of your department's recent goals/objectives/operations, and note any issues that you would like to make the Council aware of.

- 1) Our new police recruit Branden Fee started employment on 4-29-24 and is receiving pay and health insurance while he will be attending the police academy.

The 16-week police academy starts May 6th, 2024 at Northern Michigan University in Marquette. Mr. Fee will be paid an hourly rate of \$20/hr. while working a standard 40-hour work week while attending the academy.

The costs associated with the 16-week academy will include;

\$16,334 in employee pay and health insurance for 16 weeks
\$6,440 academy tuition and equipment
\$632 for uniforms
<u>\$2,320 housing costs</u>
Total costs= \$25,726

I have applied for a state grant that will reimburse the city up to \$24,000 towards all of the associated academy costs including his pay and insurance benefits.

- 2) Conditional offer of employment for new police recruit



St. Ignace Police Department
St. Ignace, Michigan

Kevin P. James
Chief of Police

Candidate

Date: _____

Candidate Address

Conditional Offer of Employment

Candidate,

I am pleased to offer you a conditional offer of employment with the City of Saint Ignace Police Department as a Civilian Employee subject to the following terms and conditions:

1. Complete all required phases of the hiring process to the City of St. Ignace's satisfaction, to include but not limited to; a physical examination to include drug screen and a psychological examination.
2. Fulfill expectations established of a background investigation.
3. Successfully pass the MCOLES Reading and Writing exam as well as the Physical Fitness Test, both of which are required to be accepted into a MCOLES approved police academy.

Once these terms and conditions are met, the City of Saint Ignace will sponsor you through the [Academy of our choice] commencing on [Academy start date]. While maintaining this Civilian Employee position in the [Academy of our choice] you will be paid \$20.00 per hour for all hours worked for the Saint Ignace Police Department. The City of Saint Ignace will pay your tuition for the Police Academy and housing costs during the Police Academy. Your medical insurance benefits as a full-time employee shall start on your date of hire or you may choose the opt out option as per the current Police Labor Agreement.

Your Civilian Employee status will cease once you have successfully completed the [Academy of our choice] on [Academy graduation date]. Upon successful completion of the Police Academy, you will be hired as a full-time Police Officer for the City of Saint Ignace Police Department and will then be eligible for all other employment and retirement benefits as per the current police labor agreement.

The City of Saint Ignace requires in consideration of the sponsorship you will provide not less than four (4) years of service to Saint Ignace Police Department. If you voluntarily leave employment prior

to the four (4) years of service to the City of Saint Ignace, you may be required to reimburse the City of Saint Ignace for the Academy Tuition and boarding costs based on the following schedule:

If you voluntarily leave employment, or are terminated with cause, with the City of Saint Ignace not more than (1) year after [academy graduation date] one hundred (100%) percent of the expenses.

If you voluntarily leave employment, or are terminated with cause, with the City of Saint Ignace more than one (1) year but less than two (2) years after [academy graduation date] seventy-five (75%) percent of the expenses.

If you voluntarily leave employment, or are terminated with case, with the City of Saint Ignace more than two (2) years but less than three (3) years after [academy graduation date] fifty (50%) percent of the expenses.

If you voluntarily leave employment, or are terminated with cause, with the City of Saint Ignace more than three (3) years but less than four (4) years after [academy graduation date] twenty-five (25%) percent of the expenses.

The other terms and conditions of employment are outlined in the labor agreement between the City of Saint Ignace and the Police Officers Labor Council with the following modifications:

1. Salary: Upon successful completion of the police academy, your salary will begin at Patrol Officer Year 1 (\$22.70/hr.) Thereafter you will increase a step on every fulltime sworn law enforcement officer employment anniversary date.
2. A 12-month period of probation will commence on the date you successfully graduate from the police academy.
3. You will receive a \$5,000 hiring bonus paid to you in 2 equal installments. You will receive the first half of the bonus (\$2,500) after successful completion of the police academy. You will receive the second half of the bonus (\$2,500) after successful completion of your 12-month probationary period.

If these conditions are met, your employment with the City of Saint Ignace will begin no later than [date of hire] based on the agreement between the City of Saint Ignace Police Department and yourself.

If this agreement is acceptable, please sign and date this letter and return one copy to me.

Sincerely,

Kevin James, Chief of Police

Date

[Candidate]

Date



City of St. Ignace, MI

396 N State Street
St. Ignace, MI. 49781
cityofstignace.com

Department Head Report

This report and any background material must be delivered to the City Manager's Office by 4:00 PM the Thursday prior to the second Council Meeting of the month.

Department: St. Ignace Fire Department

Please provide a summary of your department's recent goals/objectives/operations, and note any issues that you would like to make the Council aware of.

On-board Foam System:

The on-board foam system is needed on the new truck mainly for use at structure fires but also for any other types of fires the new truck will respond to. The capability to have a on board foam system allows firefighters to have foam at the flip of a switch while they are stretching hose lines to a fire building. This system will allow the new truck to have 3 designated connected hose lines that will have the ability to flow foam at a moment's notice. Without the on-board system, connected hose lines will have to be broken down and an adapter put in to siphon from 5-gallon jugs of foam that we would additionally have to carry on board the truck. Not only does this take time to set up but requires extra firefighters to do when there are other necessary tasks that need to be completed with a limited amount of personnel on scene.



CHANGE ORDER

City of St. Ignace Fire
 Customer: Department
 HS #: 7807
 Number of Units: 1

Pre Construction Date: 2/20/2024
 Change Order Date: 4/12/2024
 Latest Revision Date: 4/12/2024
 Sales Person: Harry Sutphen
 Project Manager: Anthony Gonzalez

* Revision 04/12/2024 *

ACTION	SUPPLIER	DESCRIPTION	UNIT PRICE	QTY	PRICE EXTENDED	LINE ITEM
Delete	Sutphen	ENGINE BLOCK HEATER, KIM HOT START W/20A AUTO EJECT	\$1,133.57	1	(\$1,133.57)	1
Delete	Sutphen	SHIFTER PAD GEARING, 6 GEARS OPEN	\$0.00	1	\$0.00	2
Add	Sutphen	SHIFTER PAD GEARING, 6 GEARS OPEN, MODE BUTTON FOR PTO	\$0.00	1	\$0.00	3
Delete	Sutphen	TOP SPEED, 60 MPH	\$0.00	1	\$0.00	4
Add	Sutphen	TOP SPEED, 68 MPH	\$0.00	1	\$0.00	5
Delete	Sutphen	REAR SUSPENSION, REYCO 31,000 LBS. LEAF	\$0.00	1	\$0.00	6
Add	Sutphen	REAR SUSPENSION, REYCO 27,000 LBS. LEAF	\$0.00	1	\$0.00	7
Delete	Sutphen	REAR TIRES, MICHELIN 315/80R22.5 LRL XDY MUD & SNOW 31,000 GVWR	\$1,112.75	1	(\$1,112.75)	8
Add	Sutphen	REAR TIRES, MICHELIN 12R22/5 LRH XDN2 MUD & SNOW 2400-2700 GVWR	\$723.14	1	\$723.14	9
Delete	Sutphen	NO CUT-OUT IN STORAGE WELL COVER	\$0.00	1	\$0.00	10
Add	Sutphen	CUT-OUT IN STORAGE WELL COVER	\$119.88	1	\$119.88	11

Delete	Sutphen	SPECIAL ITEM, AIRHORNS OF TEXAS	\$563.00	1	(\$563.00)	12
Add	Sutphen	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR	\$411.51	1	\$411.51	13
Add	Sutphen	SPECIAL ITEM, MANUAL SHUTOFF VALVE FOR AIRHORNS	\$547.18	1	\$547.18	14
Delete	Sutphen	REFLECTIVE MATL, INTERIOR CAB DOORS, CHEVONS, REFLEXITE	\$399.12	1	(\$399.12)	15
Add	Sutphen	REFLECTIVE MATL, INTERIOR CAB DOORS, 13.5" STOP SIGNS	\$246.80	1	\$246.80	16
Delete	Sutphen	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED	\$0.00	1	\$0.00	17
Add	Sutphen	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED	\$0.00	1	\$0.00	18
Add	Sutphen	SPECIAL ITEM, 2ND DISCHARGE 2.5" FRONT/LEFT OF MAIN HOSEBED	\$2,616.14	1	\$2,616.14	19
Add	Sutphen	FOAM TANK 20 GALLON BUILT INTO BOOSTER TANK	\$985.00	1	\$985.00	20
Add	Sutphen	FOAM SYSTEM, HALE SMARTFOAM 2.1A (PRG)	\$9,131.34	1	\$9,131.34	21
Add	Sutphen	QUARTER TURN VALVE, MANUAL FOAM FLUSH	\$1,194.39	1	\$1,194.39	22
*MODERATE CHANGES WILL CAUSE A DELAY IN THE DELIVERY OF YOUR APPARATUS			CHANGE ORDER TOTAL (PER UNIT):		\$12,766.94	
			TOTAL CHANGE ORDER AMOUNT:		\$12,766.94	

ACCEPTED - The above prices of this Change Order are satisfactory and are hereby accepted.

Customer Signature: _____

Date of Acceptance: _____

Change order must be signed to approve the changes.



St. Ignace Fire & Rescue

618 Chambers St.
St. Ignace, Michigan 49781

Phone: (906) 643-8754 Fax: (906) 643-9393
e-mail: sifdchief@cityofstignace.com

The on-board foam system is needed on the new truck mainly for use at structure fires but also for any other types of fires the new truck will respond to. The capability to have a on board foam system allows firefighters to have foam at the flip of a switch while they are stretching hose lines to a fire building. This system will allow the new truck to have 3 designated preconnected hose lines that will have the ability to flow foam at a moment's notice. Without the on-board system, preconnected hose lines will have to be broken down and an adapter put in to siphon from 5-gallon jugs of foam that we would additionally have to carry on board the truck. Not only does this take time to set up but requires extra firefighters to do when there are other necessary tasks that need to be completed with a limited amount of personnel on scene.

I have already started working on the funding for the addition of the on-board foam system by seeking grants to help pay for it. With the final delivery date of the truck not till late 2025 or early 2026, it still leaves the department time to secure additional funding to pay for the needed addition of an on-board foam system.

It is important that we decide and sign off on the change order to submit it back to Sutphen in a timely manner, as delay holding on to it to decide on funding will increase delays for the truck production.

I have confidence that by the delivery time of the truck the necessary funding for the foam system will be secured and will not affect the final price of the truck.

Sincerely,

A handwritten signature in black ink that reads "Nick Montie".

Nick Montie
Fire Chief
City of St. Ignace Fire Department
618 Chambers St.
St. Ignace MI 49781
Cell: 906-298-0298
Office: 906-643-8754
Email: sifdchief@cityofstignace.com



City of St. Ignace, MI

396 N State Street
St. Ignace, MI. 49781
cityofstignace.com

Staff Report

Agenda Date: 5/6/24

Presenter: Marina Director/Joe Stearns

Department: Marina

Scott Marshall, City Manager: _____

This form and any background material must be approved by the City Manager then delivered to the City Manager's Office by 4:00 PM the Thursday prior to the Council Meeting.

AGENDA ITEM TITLE: Fiber Optic Internet Upgrade with a Wi-Fi array throughout the marina

BACKGROUND:

The St. Ignace Marina is currently using broadband and Wi-Fi technology which is twenty years old. The marina was never designed with infrastructure to support today's usage requirements for mobile data access, heavy content streaming, and "work anywhere," mantra.

The current technology runs off phone lines. To become current to today's business and user case requirements, we are looking to run fiber to the marina office, and ultimately beyond the office, and to the boating public via WIFI signal.

To run a new fiber optic line to the marina office, we will need to access the current line via the defunct railway right of way, tunnel under state street, under the marina parking lot, directly to the marina office building.

Line of Demarcation

For the sake of this exercise, we will call the marina office the line of demarcation. This means that the line from ISP (Internet Service Provider) will run to the office, and beyond this line of demarcation, a System Integrator (SI) will do the build out of infrastructure from the marina to the boater. This second phase could take the form of cable to towers placed on the docks, to wireless routers, or directional beaming of signals from the office building to associate towers placed in the marina.

Investment raised through grants

Over the course of the last year, we have managed to receive infrastructure commitments in the form of grants and financial support. To date we have received the following commitments:

- Mackinac Country ARPA funds: \$20K.
- Sault Tribe of Chippewa Indians \$5K Received in Fall of 23, residing in marina fund for now.

The goal is to use these grants to offset the cost of infrastructure investment either as direct investment in infrastructure builds out, or to be used to defray the cost of monthly usage for a period. These construction funds paid by the City to a provider are called Non-Recurring Engineering fees or NRE for the purposes of this document.

FISCAL EFFECT: Through our bid process, we have identified a two-company solution which will provide us 1 Gig of internet. By applying the Grant funding up front to defray construction cost buy our chosen vendor, we have been able to negotiate a sizable monthly reduction in ongoing commercial grade internet service. The net impact after cutting our existing AT&T broadband service is a little over \$300/month.

SUPPORTING DOCUMENTATION: All supporting documents included in this summary [Marina Internet Project](#)

RECOMMENDATION: I am recommending approval of Michigan Broadband proposal and contract for Fiber service from the Railway right of way to the marina office. I am recommending approval of EchoSmart Home Pros Wi-Fi array installation from the office through the marina and across the Wi-Fi routers strategically placed throughout the marina.

City of St Ignace

Marina

Fiber Optic Internet and Wifi Upgrade

Bid Tabulation: Electrical Work

Phase 1 - Fiber Optic Internet Service to the Marina Office: Construciton and monthly fees

Business

Total Bid

Michigan Broadband

Construction Fee

Monthly Fee

\$5,000

1 Gig 60 months

\$419/month

Peninsula Fiber

Construction Fee

Monthly Fee

\$17,857

500 Mbps \$300

750 Mbps \$415

1 Gig: \$538

\$775 **one time service install** for any of these options.

Spectrum (represented by agent)

Construction Fee

Monthly Fee

\$0.0

1 Gbps \$1,299/mon

Phase 2 - Wifi Array Buildout across the marina docks
Fiber Optic Internet Service to the Marina Office

Business

Total Bid

Echo Smart Home Pros

Construction Fee

\$20,600

Empiric Solutions

Construction Fee

\$60,000

Relevant Networks

Construction Fee

\$33,000

Michigan Broadband

Construction Fee

No City NRE

Wifi Network
36 mon \$1,895/month
60 mon
\$1139/month

With \$10K NRE

Wifi Network
36 mon
\$1,475
60 mon
\$779/month

SERVICE LEVEL AGREEMENT

- 1. Overview.** This Service Level Agreement (“SLA”) is attached to, and a part of, the Master Service Agreement, dated as of _____, (the “MSA”), by and between Upper Peninsula Telephone Company, a Michigan corporation, on behalf of itself and its affiliates, doing business as **MICHIGAN BROADBAND SERVICES** (“MBBS”), and CUSTOMER on behalf of itself and its affiliates, doing business as CUSTOMER

(“Customer”), and describes target network performance and service level metrics (“Service Level”). MBBS makes the following network performance and service level commitments. Capitalized terms used but not defined herein have the respective meanings set forth in the MSA.

MBBS’s service provides Ethernet circuit with a total Bandwidth Profile, which indicates its maximum data throughput. Customer may request a change to the Bandwidth Profile at any time provided it does not exceed the physical line rate of the port on which the circuit is provisioned (e.g., Customer cannot have a 150 Mbps Bandwidth Profile on a circuit delivered via 10/100BaseT connection). Bandwidth is inclusive of allowances for overhead within the Ethernet network.

2. Definitions.

- Bandwidth shall mean the rate, in bits per second, which MBBS has committed to provide in connection with the specific Service provided pursuant to the MSA and this SLA.
- Emergency Maintenance shall mean maintenance, which, if not performed promptly by MBBS, could result in a serious degradation or loss of service to MBBS’s customers.
- Ethernet Private LAN Service (EPL) is a dedicated data service that interconnect MBBS two locations within the MBBS network. Connections at the Customer locations are made using a native Ethernet interface with a set Bandwidth. The EPL service configuration provides the Customer with a logical point-to-point connection between two Customer locations, using physical connection and/or dedicated connections through the MBBS network. EPL Service may be configured with “Route Protection” with “Data Channel Protection” options. EPL service is only available when both ends of the circuit are at any MBBS On-Net location and/or an OffNet location established by MBBS utilizing special access circuits.
- Ethernet Virtual Private Line Service (EVPL) is a switched data service that interconnect MBBS two or more locations within MBBS’s network, including connectivity to MBBS’s upstream internet provider. Connections

at the Customer locations are made using a native Ethernet interface with a set Bandwidth. EVPL service includes the connections from the Customer's location to the MBBS network. The EVPL service configuration provides the Customer with a logical point-to-multi-point connection or an "any point to any point" connection between the Customer locations, using physical connection and/or dedicated connections through the MBBS network. EVPL service is offered by MBBS at any MBBS On-Net location and/or an Off-Net location established by MBBS utilizing special access circuits. Due to the nature of various special access circuits there are SLA and service differences when at least one portion of the circuit is established with a special access circuit. EVPL Service can be optionally configured with "Route Protection" and "Data Channel Protection" options when both endpoints of the EVPL circuit is On-Net to MBBS. There are additional Non-Recurring Charges ("NRC") and Monthly Recurring Charges ("MRC") for such options.

EVPL Service supports a "point-to-point" circuit configuration for a single circuit and an "aggregated port" circuit configuration for multiple circuits physically terminating on a common physical port. There are additional NRC & MRC charges for an aggregated port configuration.

EVPL Service has two different service options: Best Effort and Standard.

Best Effort EVPL Service provides an Availability SLA. No SLAs are offered on Bandwidth, Latency, Jitter and Packet Loss. Best Effort Service is available On-Net only.

Standard EVPL Service is offered with SLAs that cover Bandwidth, Packet Loss, Latency, and Jitter.

- f. Layer 2 VPN Managed Service may be provided pursuant to a separate Addendum to the MSA.
- g. Mean Time to Repair (MTTR) shall mean the average time it takes to fix a problem and close out the associated Trouble Ticket during a calendar month. Trouble Tickets kept open at the Customer's request after MBBS has advised Customer in writing that the subject Service issue has been repaired and that Service has been restored to specifications, shall not be included in this calculation. The MBBS MTTR objective is a six (6) hours per occurrence.
- l. Network Availability relates to the amount of time that the MBBS network is available to the Customer. The Network Availability is measured from the ingress to MBBS's network to the egress of MBBS's network.

- m. Planned Service Outage shall mean outages in Services due to planned maintenance, software upgrades, hardware exchanges, alteration, implementation, provisioning, standard physical plant maintenance, and troubleshooting.
- o. Service Outage shall mean a complete disruption of a Service or a degradation of Service, other than an Excused Outage, below the minimum Performance Standards applicable to this Agreement.
 - i. If the Customer reports a Service, a facility, or a circuit to be inoperative, but declines to release it to MBBS for testing and repair, it will be considered impaired but shall not be deemed a Service Outage.
 - ii. Unless specifically stated otherwise, Service Outages are not aggregated for purposes of determining the credit allowance.
- p. Service Outage Time shall mean the period beginning when the Customer reports a Service Outage to MBBS (Trouble Ticket initiation) or when MBBS determines there is a Service Outage through their own monitoring and ending when MBBS closes the Trouble Ticket with the Customer such that the affected Service is restored or MBBS determines that the service problem is Customer's responsibility. If a Trouble Ticket is not initiated or the Customer does not release the circuit to MBBS for testing, MBBS will not be obligated to issue credits for the portion the Service Outage that MBBS did not have access for testing. Any delay times attributed to Customer associated with MBBS's ability to access the affected Customer Premises will be subtracted from the total Service Outage Time.
- q. Trouble Ticket shall mean the method to be used by the Customer when reporting to MBBS a perceived Service Outage.
 - i. MBBS shall maintain twenty-four (24) hours a day, seven (7) days a week a point of contact for Customer to report system troubles and open a Trouble Ticket.
- r. Unprotected Service is service that utilizes a circuit that does not have a protected path available in the event of a loss of signal.

3. **Maintenance.** MBBS may from time to time suspend Service for a Planned Service Outage. MBBS will give Customer a minimum of two (2) business days advance notification (via phone and/or email) of such Planned Service Outage and MBBS shall use commercially reasonable efforts to ensure that such Planned Service Outage does not unreasonably interrupt service to Customer and shall, when practical, be performed at a mutually agreed upon time (normally between

the hours of 12:00AM to 5:00 AM local time) (“Maintenance Window”). MBBS should provide email notifications for any Planned Service Outages or maintenance of a Service to Customer at

_____ In the event of a need for Emergency Maintenance as much notice as practicable will be given. Each party shall provide the other party (and revise as necessary) a list of contact MBBS for Service problems, maintenance, and escalation purposes.

4. **Responsibility of Customer.** When the Customer experiences a Service Outage, per Section 6 of the Master Service Agreement, the Customer must notify MBBS Customer Service at 855-642-4227 or deliver a written request and open a Trouble Ticket. If MBBS becomes aware of a Service degradation, MBBS will contact Customer to determine whether a Trouble Ticket should be initiated. Once the Trouble Ticket has been opened, the appropriate MBBS personnel will initiate diagnostic testing and isolation activities to determine the source and severity of the degradation in Service. If there is a Service Outage, MBBS and Customer will cooperate to restore Service.

5. **Performance Standards.** The following Performance Standards are offered in conjunction with MBBS’s services for SDSL, Ethernet, Sonet, Optical Ethernet, TDM [T1 and above], and IDSL end user circuits:

Service Element	Description	Measurement Timeframe	Credit Per affected Service
Network Availability	Gigabit Ethernet 99.90% Off-Net Provider's Standard* *if there are off-net providers’ facilities in any described circuit, then the Network Availability will be the lesser of MBBS Service available Performance Standards or those of the Off-Net provider.	One Calendar Month	If Network Availability guarantee is not met within a calendar month, the customer will be entitled to receive a service credit pursuant to Sections 8 and 9, below.

Layer 2 Packet Delivery	Less than 0.01% Greater than 99.99%	One Calendar Month	If Packet Delivery is not met in a calendar month, the Customer shall be entitled to receive a service credit of 1/30th of the MRC for that month for each
			full one percent (1%) of average packet delivery loss above the (.01%) average maximum guarantee, pursuant to Section 8 below.
Mean Time to Repair (MTTR)	6 Hours	One Calendar Month	If MBBS fails to meet the MTTR for a calendar month Customer will be entitled to receive a credit of 1/30th of the MRC for that month for each full hour over the MTTR Service Guarantee, pursuant to Section 8 below.
Latency	Monthly average latency of less than 30 ms per 1,000 V&H miles	One Calendar Month	If latency standard is not met in a calendar month Customer will be entitled to receive a credit of 1/30th of the MRC for that month for each full 1ms above the 30 ms average maximum standard, pursuant to Section 8 below.

Jitter	Monthly average network jitter less than 5 ms	One Calendar Month	If the jitter standard is not met in a calendar month Customer will be entitled to receive a credit equal to the prorated one-day amount of the MRC for Service for the month during which the standard is not met, pursuant to Section 8 below.
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6. Response and Repair Times.

In the event of a Service Outage, MBBS will acknowledge Customer’s Notification of Service Outage within thirty (30) minutes after receiving such notification and confirm that a Trouble Ticket has been opened. After receiving notification of the Service Outage from the Customer, MICHBBS shall use its commercially reasonable efforts begin to work to restore the Service on the failed system.

7. Customer Remedy for Chronic Service Outage. If three (3) or more Service Outages in excess of forty (40) minutes occur in a contiguous thirty (30) day period with respect to the same circuit and the cause of the Service Outage is determined to be in MBBS’s fiber optic network or MBBS’s facilities, such Service will be deemed a Chronic Trouble Service. Customer may, with thirty (30) day notice, disconnect the affected Circuit, without incurring Termination Charges.

8. Credit Allowance. To receive a credit allowance for a Performance Standard or Service Outage, either the Customer or MBBS must have opened a Trouble Ticket for the Service issue, and then Customer must submit a written request for a credit allowance, Any credit allowance shall be deducted from the charges payable by the Customer and shall be expressly indicated on the next regular bill to the Customer (or refunded in cash if there is no other invoice to offset against). The Customer may not deduct or set-off a credit allowance, if any, from an invoice, but must, in all cases, wait for the invoice to reflect the credit allowance before the Customer can realize it. Service Outages shall be measured as provided in Section 2.p. above.

- a. Credit allowances do not apply to (i) Excused Outages; (ii) Service Outages during any period in which MBBS is not given access to the Customer Premises; (iii) Emergency Maintenance performed during Maintenance Window after notice given pursuant to Section 3 above.

- b. Service Outages for which credit allowances do not apply are excluded from the calculation. Network availability is calculated as follows:

Monthly Network Availability Time (%) equals

(1 minus (Total minutes of unavailability in month / Total number of minutes in month)) x 100

9. Service Outage Credit

Service Outage Duration/Month	Credit per Circuit
Less than 30 Minutes	None
Between 30 to 120 Minutes	2% of MBBS monthly recurring charge for the circuit
Service Outage Duration/Month	Credit per Circuit
Each 2-hour period above 2 Hours	An additional 2% of the MBBS monthly recurring charge for the circuit, capped at 75% of the MBBS monthly recurring charge for any single Service Outage and cumulatively 100% of the MBBS monthly recurring charge for all Service Outages to that same circuit in any month.

- 10. Service Credit Limits.** The provisions of the Agreement and this SLA state customer’s sole and exclusive remedy for any Service Outage or deficiency whatsoever regarding the Service. Customer’s total Credit allowance in any one (1) month will not exceed 100% of the relevant MRC for the affected Service for that month. If Customer fails to notify MBBS in the manner set forth in this SLA with respect to a Service Outage, Customer waives its right to a Service Outage Credit for that Service Outage for the month. Customer must be in good standing with MBBS and current in all its obligation to be eligible for Service credits.

<p>Michigan Broadband Services ("MBBS")</p> <p>By Name Title</p>	<p>Customer("Customer")</p> <p>By Name Title</p>
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MASTER SERVICE AGREEMENT

This Master Service Agreement (this "Agreement") is entered into this ____ day of _____, 20____ ("Effective Date") by and between **Upper Peninsula Telephone Company**, a Michigan corporation doing business as Michigan Broadband Services ("MBBS") with its principal office located at 397 US 41 N Carney MI 49812, on behalf of itself and ("Customer"). Customer desires to purchase, and MBBS desires to supply, communications services under the following terms and conditions.

ARTICLE 1. DEFINITIONS

1.1 "Affiliate" shall mean an entity that now or in the future, directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" shall mean the ownership of (i) greater than fifty percent (50%) of the voting power to elect the directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.

1.2 "Connection Notice" shall mean a written notice via electronic mail from MBBS that the Service ordered has been installed by MBBS pursuant to the Customer Order and has been tested by MBBS and is functioning properly as of the date of the Connection Notice.

1.3 "Customer Commit Date" shall mean the date that Service will be available to Customer, as set forth in the accepted Customer Order.

1.4 "Customer Order" shall mean a request for Service submitted by Customer in the form designated by MBBS.

1.5 "Customer Premises" shall mean the location or locations occupied by Customer or its end users to which Service is delivered.

1.6 "Excused Outage" shall mean any outage, unavailability, delay or other degradation of Service related to, associated with or caused by, (i) a Force Majeure Event, as defined in Section 7.1 (ii) a Planned Service Outage as set forth in the Service Level Agreement; (iii) Customer actions or inactions; (iv) Customer provided power or equipment; (v) Customer's end users; or (vi) any third party with whom MBBS does not have a contractual relationship related to the Service.

1.7 "Facilities" shall mean any property owned, licensed, or leased by MBBS or any of its Affiliates and used to deliver Service, including terminal and other equipment, conduit, fiber optic cable, optronics, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, private rooms and the like.

1.8 "Gateway" shall mean data center space owned or leased by MBBS or any of its Affiliates for the purpose of, among other things, locating and collocating communications equipment.

1.9 "Local Loop" shall mean the connection between Customer Premises and a MBBS Gateway or other Facility.

1.10 "Megabit per second" or "Mbps" shall mean a unit of data rate equal to 1 million bits per second.

1.11 "Off-Net" shall mean Service that originates from or terminates to any location that is not on the MBBS network.

1.12 "On-Net" shall mean Service that originates from and terminates to a location that is on the MBBS network.

1.13 "Service" shall mean any MBBS service described in a Service Level Agreement and identified on a particular line item of a Customer Order.

1.14 "Service Commencement Date" shall mean the first to occur of (i) the date set forth in any Connection Notice, unless Customer notifies MBBS that the Service is not functioning properly as provided in Section 3.1 (or, if two or more Services are designated as "bundled" or as having a "sibling relationship" in any Customer Order, the date set forth in the Connection Notice for all such Services); and (ii) the date Customer begins using the Service.

1.15 "Service Levels" shall mean the specific remedies MBBS provides regarding installation and performance of Service as set forth in the particular Service Level Agreement respecting the applicable Service.

1.16 "Service Level Agreement" shall mean a schedule attached hereto, or any other service schedule or addendum that is signed between the parties from time to time and expressly incorporated into or by its terms governed by this Agreement, setting forth terms and conditions specific to a particular Service, Facilities or other tools made available by MBBS.

1.17 "Service Term" shall mean the duration of time (measured starting on the Service Commencement Date) for which Service is ordered, as specified in the Customer Order. The Service Term shall continue on a month-to-month basis after expiration of the stated Service Term, until terminated by either MBBS or Customer upon thirty (30) days' written notice to the other.

ARTICLE 2. DELIVERY OF SERVICE

2.1 **Submission of Customer Order(s)**. To order any Service, Customer may submit a Customer Order requesting Service. Unless otherwise agreed, Customer is not obligated to submit Customer Orders. The Customer Order and its backup detail must include a description of the Service, the non-recurring charges and monthly recurring charges for Service, the requested Service Commencement Date, and the applicable Service Term.

2.2 **Acceptance by MBBS**. Upon receipt of a **Customer Order**, if MBBS determines (in its sole discretion) to accept the Customer Order, MBBS will notify Customer in person, by email, or in writing of its acceptance of the Customer Order and/or Service Order. MBBS will become obligated to deliver ordered Service only if MBBS has accepted the Customer Order and/or Service Order.

2.3 **Credit Approval** and **Deposits**. Customer will provide MBBS with credit information as requested, and delivery of Service is subject to credit approval. MBBS may require Customer to make a deposit or deliver another form of security as a condition to MBBS's acceptance of any Customer Order, or as a condition to MBBS's continuation of Service. The deposit will be held by MBBS as security for payment of Customer's charges. When Service to Customer is terminated, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded. Any deposit paid by Customer pursuant to this Section 2.3 will be held by MBBS in accordance with the applicable law governing such deposit.

2.4 **Customer Premises**. Customer shall allow MBBS access to the Customer Premises to the extent reasonably determined by MBBS for the installation, inspection and scheduled or emergency maintenance of Facilities relating to the Service. MBBS shall notify Customer at least two (2) business days in advance of any Planned Service Outage that will require access to the Customer Premises or that may result in a material interruption of Service. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises. In the event Customer fails to do so, Customer shall reimburse MBBS for the actual and reasonable cost of repairing or replacing any Facilities damaged or destroyed as a result of Customer's failure. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer Premises.

2.5 **MBBS Facilities**. Except as otherwise agreed, title to all Facilities shall remain with MBBS. MBBS will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, without the prior written consent of MBBS. The Facilities shall not be used for any purpose other than that for which MBBS provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the Facilities. In no event will MBBS be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused by or related to improper use or maintenance of the Facilities by Customer or any third party gaining access to the Facilities by Customer in violation of this Agreement, and Customer shall reimburse MBBS for any damages incurred as a result thereof. Customer agrees (which agreement shall survive the expiration, termination, or cancellation of any Customer Order) to allow MBBS to remove the Facilities from the Customer Premises:

- (A) after termination, expiration or cancellation of the Service Term of any Service in connection with which the Facilities were used; or
- (B) for repair, replacement or otherwise as MBBS may determine is necessary or desirable, but MBBS will use reasonable efforts to minimize disruptions to the Service caused thereby.

2.6 **Customer-Provided Equipment**. MBBS may install certain Customer-provided communications equipment upon installation of Service, but MBBS shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. MBBS undertakes no obligations and accepts no liability for the configuration, management, performance, or any other issue relating to Customer's routers or other Customer-provided equipment used for access to or the exchange of traffic in connection with the Service.

ARTICLE 3. BILLING AND PAYMENT

3.1 Commencement of Billing. Upon installation and testing of the Service ordered in any Customer Order, MBBS will deliver to Customer a Connection Notice. Upon receipt of the Connection Notice, Customer shall have a period of seventy-two (72) hours to confirm that the Service has been installed and is properly functioning. Unless Customer delivers written notice to MBBS within such seventy-two (72) hour period that the Service is not installed in accordance with the Customer Order and is not functioning properly, billing shall commence on the applicable Service Commencement Date, regardless of whether Customer has procured services from other carriers needed to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Service. In the event that Customer notifies MBBS within the time period stated above that the Service is not installed and functioning properly, then MBBS shall correct any deficiencies in the Service and deliver a new Connection Notice to Customer, after which the process stated herein shall be repeated.

3.2 Charges. The Customer Order will set forth the applicable non-recurring charges and recurring charges for the Service. Unless otherwise expressly specified in the Customer Order, any non-recurring charges shall be invoiced by MBBS to Customer upon the Service Commencement Date. However, in the event such Service requires MBBS to install additional infrastructure, cabling, electronics or other materials in the provision of the Service, such Customer Order may include (as specified therein) non-recurring charges that are payable by Customer in advance of the Service Commencement Date, as mutually agreed between the parties. In the event Customer fails to pay such non-recurring charges within the time period specified in the Customer Order, MBBS may suspend installation of the Service (without any liability, including but not limited to liability for Service Level credits) until receipt of such non-recurring charges, and thereafter, MBBS may issue a new Customer Commit Date. If Customer requests and MBBS approves (in its sole discretion) any changes to the Customer Order or Service after acceptance by MBBS, including, without limitation, the Customer requested date for delivery of Service or Service Commencement Date, additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order may apply.

3.3 Payment of Invoices. Monthly recurring and all one-time charges shall be invoiced thirty (30) days in advance of service (the 1st of month for current month) and all usage charges shall be invoiced in arrears (the 1st of month for preceding month). Customer agrees to make all undisputed payments for Services within fortyfive (45) days of the invoice date (the "Due Date"). For any undisputed amounts not paid within forty-five (45) days of the invoice date, MBBS may assess interest on the overdue account charges at the lesser of one and one half percent (1.5%) per month or the maximum interest rate allowed by governing law.

3.4 Taxes and Fees. All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on MBBS's net income, Customer will be responsible for and agrees to pay all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service (collectively "Applicable Taxes"). If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting MBBS with a valid exemption certificate (in a form reasonably acceptable to MBBS). MBBS will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by MBBS to Customer only for the period following MBBS's receipt of such exemption certificate.

3.5 Regulatory and Legal Changes. In the event of any change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service, MBBS and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost and, in the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after MBBS's delivery of written notice requesting renegotiation, then (a) MBBS may pass such increased costs through to Customer, and (b) if MBBS elects to pass such increased costs through to Customer, Customer may terminate the affected Service without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.

3.6 Disputed Invoices. If Customer reasonably disputes any portion of a MBBS invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim (in a form reasonably requested by MBBS) for the disputed amount. All claims must be submitted to MBBS in writing within sixty (60) days from the date of the invoice for those Services. Customer waives the right to dispute any charges not disputed within such sixty (60) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in Section 3.3.

3.7 Termination Charges.

- (A) Customer may cancel a Customer Order prior to the acceptance of an Order by MBBS without liability or charges by providing written notice of such cancellation to MBBS;
- (B) Customer may cancel a Service following MBBS's acceptance of the applicable Customer Order and prior to the Customer Commit Date upon prior written notice to MBBS. In the event that Customer does so, or in the event that the delivery of such Service is terminated by MBBS as the result of an uncured default by Customer pursuant to Section 4.2 of this Agreement, Customer shall pay MBBS a cancellation charge equal to the sum of:
- (i) any third-party cancellation/termination charges related to the installation and/or cancellation of Service;
 - (ii) the greater of (1) the non-recurring charges (including any non-recurring charges that were waived by MBBS at the time of the Customer Order) for the cancelled Service; or (2) charges incurred by MBBS related to the installation of the cancelled services up to the date of cancellation; and
 - (iii) one (1) month's monthly recurring charges for the cancelled Service.

Customer's right to cancel any particular Service under this Section 3.7(A) shall automatically expire and shall no longer apply upon MBBS's delivery to Customer of a Connection Notice for such Service.

- (C) In addition to Customer's right of cancellation under Section 3.7(A) and (B) above, Customer may terminate Service prior to the end of the Service Term upon thirty (30) days' prior written notice to MBBS. In the event that, after either the original Customer Commit Date (if Customer requests and MBBS agrees to a delay in delivery of a particular Service) or Customer's receipt of the Connection Notice for a particular Service (whichever occurs first) and prior to the end of the Service Term, Customer terminates Service or in the event that the delivery of Service is terminated by MBBS as the result of an uncured default by Customer pursuant to Section 4.2 of this Agreement, Customer shall pay MBBS a termination charge equal to the sum of:
- (i) all unpaid amounts for Service provided through the date of termination;
 - (ii) any third-party cancellation/termination charges related to the installation and/or termination of Service;
 - (iii) the non-recurring charges (including any non-recurring charges that were waived by MBBS at the time of the Customer Order) for the cancelled Service, if not already paid; and
 - (iv) the percentage of the monthly recurring charges for the terminated Service calculated from the effective date of termination as follows: (a) 100% of the remaining monthly recurring charges that would have been incurred for the Service for months 1-12 of the Service Term, plus (b) 50% of the remaining monthly recurring charges that would have been incurred for the Service for months 13 through the end of the Service Term.
- (D) The parties acknowledge that the cancellation or termination charges set forth in this Section 3.7 are a genuine estimate of the actual damages that MBBS will suffer and are not a penalty.

3.8 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer incurred related to Service, even if incurred as the result of fraudulent or unauthorized use of Service; except Customer shall not be responsible for fraudulent or unauthorized use by MBBS or its employees.

ARTICLE 4. TERM AND TERMINATION

4.1 Term.

- (A) This Agreement shall become effective on the Effective Date and shall continue for a period of five (5) years thereafter ("Initial Term"), unless earlier terminated as provided herein. At the end of the Initial Term, the Agreement shall bill at month-to-month rates unless renewed by both parties.
- (B) Except as otherwise set forth herein, MBBS shall deliver the Service for the entire duration of the Service Term, and Customer shall pay all charges for delivery thereof through the end of the Service Term. To the extent that the Service Term for any Service extends beyond the Initial Term or any Renewal Term, then this Agreement shall remain in full force and effect for such Service until the expiration or termination of such Service Term.

- 4.2 **Default By Customer.** If (i) Customer makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution, or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against Customer is filed and not dismissed within sixty (60) days; (iii) Customer fails to make any payment required hereunder when due, and such failure continues for a period of three (3) business days after written notice from MBBS, (iv) Customer fails to observe and perform any material term of this Agreement (other than payment terms) and such failure continues for a period of thirty (30) days after written notice from MBBS; or (v) Customer's use of Service materially exceeds Customer's credit limit, unless within one (1) business day's written notice thereof by MBBS, Customer provides adequate security for payment for Service; (vi) fraud or other misrepresentation in any submission or information to MBBS by Customer; or (vii) violation of the Acceptable Use policy as set forth in Section 7.5; then MBBS may: (A) terminate this Agreement and any Customer Order, in whole or in part, in which event MBBS shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies MBBS may have under this Agreement, at law or in equity.
- 4.3 **Default By MBBS.** If (i) MBBS makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution, or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against MBBS is filed and not dismissed within sixty (60) days; or (iii) MBBS fails to observe and perform any material term of this Agreement (other than as provided in Article 6) and such failure continues for a period of thirty (30) days after written notice from Customer; then Customer may: (A) terminate this Agreement and/or any Customer Order, in whole or in part, in which event Customer shall have no further liabilities, duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies Customer may have under this Agreement, at law or in equity.

4.4 **Other Rights of Termination.**

- (A) In lieu of any Service Level credits for installation delays, if MBBS's installation of Service is delayed for more than thirty (30) business days beyond the Customer Commit Date for reasons other than an Excused Outage, Customer may terminate and discontinue the affected Service upon written notice to MBBS and without payment of any applicable termination charge; provided such written notice is delivered prior to MBBS delivering to Customer the Connection Notice for the affected Service. This Section 4.4(A) shall not apply to any Service where MBBS (or a third-party contractor engaged by MBBS) is constructing Facilities in or to the Customer Premises necessary for delivery of such Service.
- (B) Customer may terminate and discontinue any Service prior to the end of the Service Term without payment of any applicable termination charge if: (i) such Service suffers a Chronic Service Outage as defined in the Service Level Agreement.

4.5 **Certain Rights in Connection with Service Termination.**

- (A) **Rights and Obligations.** Upon termination of this Agreement, all rights to the Services granted to Customer or its authorized user under this Agreement will immediately cease and terminate and Customer shall not be responsible for any charges for periods following the termination except to the extent provided for under Section 3.7 and Section 4.1(b). Termination of this Agreement does not release Customer from the obligation to pay and all accrued charges under this Agreement, unless otherwise expressly provided in this Agreement.
- (B) **Withdraw of Services.** Notwithstanding anything else herein or in the Agreement to the contrary, MBBS reserves the right, in its sole discretion to discontinue the provision of any existing Services at any time during the Initial Term of the Agreement or any Renewal Term upon thirty (30) days prior written notice to Customer. In the event MBBS discontinues such Services within the initial Service Term pursuant to this provision, MBBS shall refund Customer a ratable portion of the non-recurring charges paid for such Service.

ARTICLE 5. LIABILITIES AND INDEMNIFICATION

5.1 **No Special Damages.** Notwithstanding any other provision hereof (other than Section 5.3), neither party shall be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages (including, without limitation, damages for lost profits, lost revenues, or the cost of purchasing replacement services) arising out of the performance or failure to perform under this Agreement or any Customer Order. Nothing in this Agreement shall be construed as limiting the liability of either party for personal injury or death resulting from the negligence of a party or its employees.

5.2 **Disclaimer of Warranties; Limitation of Liability.** MBBS MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ANY APPLICABLE SERVICE LEVELS. MBBS'S LIABILITY UNDER THIS AGREEMENT OR ANY SCHEDULE OR ORDER ATTACHED HERETO, OR ASSOCIATED HERewith, SHALL BE LIMITED TO THE SERVICE LEVEL CREDITS DESCRIBED IN ANY ATTACHED SERVICE LEVEL AGREEMENT.

5.3 **Indemnification** Each party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct.

ARTICLE 6. SERVICE LEVELS

6.1 **Service Interruptions and Delivery.** To report issues related to Service performance including degradation or interruption of Service, Customer shall contact MBBS Network Operation Center by calling toll free 1-855-642-4227 in the U.S or such other numbers for MBBS Customer Service, twenty-four (24) hours per day, seven (7) days per week. In order for MBBS to investigate any reported issues, Customer agrees to provide MBBS with supporting information as reasonably requested by MBBS, which may include (as applicable), without limitation, circuit ID, circuit end point(s), IP address(es), originating phone number and terminating phone number. In the event of a failure to deliver Service in accordance with the Service Levels, Customer's sole remedies are contained in (a) the Service Levels Agreement applicable (if any) to the affected Service, and (b) Section 6.3 below.

6.2 **Maintenance.** MBBS may from time to time suspend Service for routine maintenance or rearrangement ("Planned Service Outage") as set forth in the Service Level Agreement. MBBS will give Customer advance notice of such Planned Service Outages as set forth in the Service Level Agreement.

6.3 **Service Level Credits.** In the event MBBS does not achieve a particular Service Level in a particular month as set forth in any applicable Service Level Agreement, MBBS will issue a credit to Customer as set forth in the applicable Service Level Agreement upon Customer's request. To request a credit, Customer must contact MBBS Customer Service or deliver a written request pursuant to Section 7.4 within thirty (30) days of the end of the month for which a credit is requested. MBBS Customer Service may be contacted by calling toll free in the U.S. 1-855-642-4227 or such other numbers for MBBS Customer Service as provided. Service Outage Credits shall be governed in accordance with the attached Service Level Agreement.

ARTICLE 7. GENERAL TERMS

7.1 **Force Majeure.** Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("Force Majeure Event"). In the event MBBS is unable to deliver Service as a result of a Force Majeure Event, Customer shall not be obligated to pay MBBS for the affected Service for so long as MBBS is unable to deliver the affected Service.

7.2 **Assignment and Resale.** Customer may not assign its rights and obligations under this Agreement or any Customer Order without the express prior written consent of MBBS, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all charges due under each Customer Order. Customer may resell the Service to third party "end users"; provided that Customer agrees to indemnify, defend and hold MBBS harmless from claims made against MBBS by such end users.

7.3 Affiliates.

- (A) Service may be provided to Customer pursuant to this Agreement by an Affiliate of MBBS, including, without limitation, an Affiliate authorized to provide Service in a country other than the country within which this Agreement has been executed. If a Customer Order requires the delivery of Service in a jurisdiction where, in order for such Customer Order to be enforceable against the parties, additional terms must be added, then the parties shall incorporate such terms into the Customer Order (preserving, to the fullest extent possible, the terms of this Agreement). Notwithstanding any provision of Service to Customer pursuant to this Agreement by an Affiliate of MBBS, MBBS shall remain responsible to Customer for the delivery and performance of the Service in accordance with the terms and conditions of this Agreement.

- (B) The parties acknowledge and agree that Customer's Affiliates may purchase Service under this Agreement; provided, however, any such Customer Affiliate purchasing Service hereunder agrees that such Service is provided pursuant to and governed by the terms and conditions of this Agreement. Customer shall be jointly and severally liable for all claims and liabilities arising under this Agreement related to Service ordered by any Customer Affiliate, and any event of default under this Agreement by any Customer Affiliate shall also be deemed an event of default by Customer. Any reference to Customer in this Agreement with respect to Service ordered by a Customer Affiliate shall also be deemed a reference to the applicable Customer Affiliate.
- (C) Notwithstanding anything in this Agreement to the contrary, either party may provide a copy of this Agreement to its Affiliate or such other party's Affiliate for purposes of this Section 7.3, without notice to, or consent of, the other party.

7.4 Notices. Notices hereunder shall be in writing and sufficient and received if delivered in person, or when sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service (or other applicable postal delivery service), addressed as follows:

IF TO MBBS:

For billing inquiries/disputes, requests for Service Level credits and/or requests for disconnection of Service (for other than default):

MICHIGAN BROADBAND SERVICES
P.O. BOX 86
397 US 41 N
Carney, Michigan 49812
Attn : Phil Truran
Email : customercare@michbbs.com

IF TO CUSTOMER:

Attn:_____ Facsimile:_____ Email:

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. All such notices shall be deemed to have been given on (i) the date delivered if delivered personally, (ii) the business day after dispatch if sent by overnight courier, (iii) the third business day after posting if sent by U.S. Postal Service (or other applicable postal delivery service), or (iv) the date of transmission if delivered by facsimile or electronic mail (or the business day after transmission if transmitted on a weekend or legal holiday). Notwithstanding the foregoing, any notices delivered by MBBS to Customer in the normal course of provisioning of Service hereunder shall be deemed properly given if delivered via any of the methods described above or via electronic mail to the address listed on any Customer Order.

7.5 Use of Services.

(A) Prohibited Uses.

(i) Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof without express written consent from MBBS, which may be withheld in MBBS's sole discretion.

(ii) Use of Services in Violation of Law. In general, MBBS prohibits use of the Services for any activity that violates federal, state, local, or international law.

(iii) Use of Services in Violation of Acceptable Use Policy. Customer's use of Service shall at all times comply with MBBS's then-current Acceptable Use Policy and Privacy Policy, as amended by MBBS and communicated in writing to Customer from time to time and which are also available through MBBS's web site at www.MBBScommunications.com. MBBS will notify Customer of complaints received by MBBS regarding each incident of alleged violation of MBBS's Acceptable Use Policy by

Customer or third parties that have gained access to the Service through Customer. Customer agrees that it will promptly investigate all such complaints and take all necessary actions to remedy any actual violations of MBBS's Acceptable Use Policy. MBBS may identify to the complainant that Customer, or a third party that gained access to the Service through Customer, is investigating the complaint and may provide the complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications.

7.6 Data Protection. During the performance of this Agreement, it may be necessary for MBBS to transfer, process and store billing and utilization data and other data necessary for MBBS's operation of its network and for the performance of its obligations under this Agreement. The transfer, processing and storing of such data may be to or from the United States. Customer hereby consents that MBBS may (i) transfer, store and process such data in the United States; and (ii) use such data for its own internal purposes and as allowed by law. This data will not be disclosed to third parties.

7.7 Contents of Communications. MBBS shall have no liability or responsibility for the content of any communications transmitted via the Service, and Customer shall defend, indemnify and hold MBBS harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. MBBS provides only access to the Internet; MBBS does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against MBBS relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

7.8 Confidentiality. As used in this Agreement, ("Confidential Information") means information not generally known to the public, whether of a technical, business or other nature that is disclosed by one party to the other as a result of the parties' communications and discussions, and that should reasonably have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party. The parties agree that a disclosing party's proprietary or Confidential Information in either written, verbal, electronic or other form will not be disclosed by the other party either directly or indirectly, by any means, to any third person(s) without the express written permission of the disclosing party except as required to fulfill its obligations hereunder or unless otherwise required by governing authority or law, in which case the receiving party shall use reasonable efforts to notify the disclosing party of the require disclosure. Notwithstanding the foregoing, this Agreement and Confidential Information related hereto may be disclosed by each party to its affiliates, the party's or its affiliates' respective employees, current and prospective lenders and investors, counsel, accountants, ratings agencies or advisors who have a need to know such information and who are bound to obligations of confidentiality that are at least as restrictive as those contained herein or has a lawful obligation to keep such information confidential. Each Party shall use the same efforts (but in no case less than reasonable efforts) to protect the Information it receives hereunder as it accords to its own Information. The above requirements shall not apply to Information which is already in the possession of the receiving Party through no breach of an obligation of confidentiality to the disclosing Party or any third party, is already publicly available through no breach of this Agreement or has been previously independently developed by the receiving Party. Each Party acknowledges that its breach or threatened breach of this Section may cause the disclosing Party irreparable harm, which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the receiving Party agrees that equitable relief, including temporary or permanent injunctions, is an available remedy in addition to any legal remedies to which the disclosing Party may be entitled.

7.9 Disclosure of Customer Information. Neither party may place content on a public website or release a media notice, press release, or any other sales, promotion, or collateral material ("Press Release") for external use that uses the other party's name, service mark, or trademark without specific, per issuance prior written approval from the other party.

7.10 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan, U.S.A., without regard to its choice of law rules.

7.11 Entire Agreement. This Agreement, including any Service Level Agreement(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service, which are of no further force or effect. This Agreement is not exclusive to either Party.

7.12 Amendment. This Agreement, and any Service Level Agreement or Customer Order, may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party. Without limiting the generality of the foregoing, any handwritten changes to a Customer Order shall be void unless acknowledged and approved in writing by a duly authorized representative of each party.

7.13 **Policy Changes.** MBBS will provide the Customer with ten (10) days written prior notice of any and all changes in policy and technical issues that might affect Customer's compliance with this Agreement.

7.14 **Order of Precedence.** In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) the Service Level Agreement, (2) this Agreement, and (3) the Customer Order.

7.15 **Survival.** The provisions of this Article 7 and Articles 3, 5 and 6 and any other provisions of this Agreement that by their nature are meant to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

7.16 **Relationship of the Parties.** The relationship between Customer and MBBS shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, without limitation, for federal income tax purposes.

7.17 **No Waiver.** No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

7.18 **Severability.** If any provision of this Agreement shall be declared invalid or unenforceable under applicable law, said provision shall be ineffective only to the extent of such declaration and shall not affect the remaining provisions of this Agreement. In the event that a material and fundamental provision of this Agreement is declared invalid or unenforceable under applicable law, the parties shall negotiate in good faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective benefits and burdens imposed on each party under this Agreement as originally executed.

7.19 **Joint Product.** The parties acknowledge that this Agreement is the joint work product of the parties. Accordingly, in the event of ambiguities in this Agreement, no inferences shall be drawn against either party on the basis of authorship of this Agreement.

7.20 **Third Party Beneficiaries.** This Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each party hereto and their respective successors and assigns hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.21 **Attorney's Fees.** In the event a party takes action to enforce any of the terms of this Agreement, the prevailing party shall be awarded its costs, litigation expenses and reasonable attorney's fees.

7.22 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above. The individuals executing this Agreement on behalf of each party hereby represent and warrant to the other party that such individual is authorized to so execute this Agreement.

UPPER PENINSULA TELEPHONE COMPANY ("MBBS")	Customer ("Customer")
By	By
Name	Name
Title	Title



ECO Smart
HOME PROS
Residential • Commercial • Industrial

Helping people live and work happier,
safer, and more sustainably with
technology.

Proposal for Services

OVERVIEW

Eco Smart Home Pros is pleased to submit this proposal for upgrading the training room for the St. Ignace Marina.

OUR APPROACH

We partner with suppliers and manufacturers who have a reliable and proven track record, and we can provide a unique solution as we are not limited to a specific vendor. We offer products from many categories including: security, lighting controls, HVAC controls, automation, televisions and displays, audio solutions, and more.

We have created this proposal with budget, ease-of-use, productivity, and efficiency in mind. We believe that our proposal will meet your current needs and be scalable and expandable to meet future demands. We are confident that the proposed approach will provide a reliable and high-quality solution.

Our Solution

Our solution will consist of the following components:

- ✔ Ubiquiti Dream Machine Pro (UDM)
- ✔ Ubiquiti Access Points
- ✔ Transient Power Design Surge Protector
- ✔ Fiber Optic Couplers
- ✔ Wall Mounted Fiber Distribution Box
- ✔ UPS Power Backup
- ✔ 24 Port Patch Panel and Keystone Inserts
- ✔ Network Switches
- ✔ PoE Injectors (where needed)
- ✔ Wall Mounted Patch Panel Rack
- ✔ Cabling and Materials
- ✔ Installation and Setup

THE SOLUTION

Beginning in Building A, a Ubiquiti Dream Machine Pro (UDM) will be installed. Along with the UDM, there will be a wall mounted fiber distribution box as well as a Wi-Fi Access Point (AP) to cover the office. We will then run fiber directly to Building C via conduit, where a network switch will be installed along with another AP. This switch will have multiple cables running from it, including a cable running back to Building B, where an AP will be installed in the pavilion. A fiber cable (direct burial and armored so will not be affected by water and provide protection against the shifting docks) will run from Building C to Location F where another network switch and AP will be installed. Building C will also have a direct burial Cat6 cable running to Location D and E, with a cable extender providing the extra power needed to reach that location. Finally, Building F will have a direct burial Cat6 going to Location G, where the final AP for the project will be installed. Power outlets will need to be available for the equipment being installed into Locations A, C, and F.

PRICING

The following table details the pricing (tax included) for delivery of the products and services outlined in this proposal. This pricing is valid until May 24, 2024.

Recommended Solution	Total Value
St. Ignace Marina Networking Hardware and Installation	\$20,199.91
Total	\$20,199.91

Upon approval, we do charge 70% of the proposal upfront, with the remaining balance due upon project completion. We accept cash, check, ACH, and credit cards.

CONCLUSION

We look forward to working with you and supporting your efforts to create a connected and innovative business. We are confident that we can meet all your expectations and deliver an effective technology solution.

If you have any questions on this proposal, feel free to contact us at your convenience.

William Valentia

Tech Consultant/Field Technician

william@ecosmarthomepros.com

Donley Computer Services, LLC

(DBA, Eco Smart Home Pros)

STANDARD TERMS AND CONDITIONS

The following terms and conditions apply to all current and future work performed by Donley Computer Services, LLC (DCS), for or at the request of the Client unless specifically exempted in writing by an authorized officer of DCS. To the extent the Client proposes terms and conditions different from or in addition to those set forth below DCS shall not be deemed to have agreed to such terms and conditions unless it specifically does so in writing, signed by an authorized officer of DCS.

1. **LIMITED WARRANTY.** DCS represents to the Client that services provided by DCS will be completed in accordance with industry standard practices. In no case, however, shall DCS be liable for consequential or incidental damages of any kind. Client acknowledges that DCS has made no other express or implied warranties other than those contained herein and all services are warranted only for a period of one (1) year from the date of completion. DCS hereby assigns any-and- all warranties of merchantability and fitness for a particular purpose that may be given by the manufacturer(s) of goods used or installed by DCS for Client, to the extent they are available and may be assigned to Client. Customer acknowledges that home automation systems are not home security systems, emergency reporting systems or medical alert devices. DCS does not warrant its products or services for any such use as a security, emergency or medical alert reporting system.

2. **PAYMENT.** Payment for the services rendered is the obligation of the Client ordering the services irrespective of for whose benefit the services are performed. Payment shall be due and made upon receipt of DCS's invoice. DCS shall have the right to charge interest on all amounts not paid by the due date at the rate of 1.5% interest per month compounded monthly, from the due date of payment or the highest legal rate of interest, whichever is less. In addition, DCS shall be entitled to collect from the Client all costs and expenses incurred by DCS in connection with the collection of any amount due from the Client including, but not limited to its actual attorney fees.

Down Payment: 50% of Total = \$10,282.76

3. **PREMISES.** The Client represents and warrants to DCS that the premises upon which services are to be performed are suitable for the services to be performed by DCS.

4. **INSURANCE.** DCS agrees to maintain comprehensive general liability insurance insuring Client and Contractor against liability for injury to persons (including death) and injury or destruction of property arising out of the Work. The policy shall be issued on an occurrence basis with limits, as to each risk, of Five Hundred Thousand Dollars (\$500,000.00)

5. **TERMINATION.**

Termination by Client: Client may terminate this Agreement with or without cause after:

- a) payment of a Termination Fee equal to the amount of the monthly Managed Services fee agreed to in this Agreement \$0
- b) payment of all past and currently due amounts together with late fees and costs unless Client has valid reason to withhold payment on incomplete tasks, work orders or faulty equipment and provided DCS was notified in a service ticket within 10 days of the original occurrence of any incomplete tasks, work orders and/or faulty equipment which it itemized with sufficient detail to identify the problem. That amount may be withheld until the incomplete tasks, work orders or equipment issues are resolved. DCS shall be given a reasonable opportunity to correct any problems. Any such election shall be made in writing by Notice of Termination and is to be accompanied by the Termination Fee and all other amounts due.

6. **TIME OF PERFORMANCE.** If DCS is delayed at any time in the progress of services to be rendered due to any act or omission of Client, or any architect, employee or contractor employed by Client, or by changes ordered with respect to the project, or by labor disputes, fire, unusual delays in transportation, product availability, adverse weather conditions, unavoidable casualties, or any other causes beyond DCS reasonable control, the time for DCS performance shall be extended for such reasonable time as may be necessary.

Project Installation Completion Date: June 26, 2024

7. **NOT A CONSTRUCTION CONTRACT.** DCS is not a licensed residential contractor and does not generally need to be. Should electrical, mechanical, or other services of a licensed contractor be required for DCS to complete the project, DCS will advise client and recommend a licensed and insured contractor or Client may engage their own licensed contractor and pay under separate agreement, of which DCS will not be a party.
8. **GOVERNING LAW.** All agreements between DCS and the Client shall be deemed to be made in, and governed by the laws of, the State of Michigan unless otherwise agreed to in writing by DCS and the Client.
9. **STATUTE OF REPOSE.** Client agrees that any claim(s), including those for breach of contract or warranty related to DCS's work under this Agreement shall be filed in the appropriate court within six (6) years of the date said work is complete regardless of the date of discovery by Client or shall forever be barred if not filed within the time-period required herein.
10. **SPECIAL ORDER PRODUCTS.** The Client acknowledges and agrees that home automation equipment purchased for Client by DCS under this Agreement are all special-order items and may not be returned. Client shall pay for all products in full even in the event of cancellation or rejection of use of the equipment or product by Client.
11. **INDEMNIFICATION.** Client agrees to use all products as installed and required per any instructions and agrees that any failure to do so voids all express or implied warranties by DCS and/or any manufacturer and agrees to indemnify and hold DCS and/or any manufacturer harmless for Client's failure to properly use installed products.
12. **JURISDICTION & VENUE.** The Client irrevocably submits to the jurisdiction and venue of any court of competent jurisdiction in Michigan for any-and-all actions arising out of the relationship between DCS and the Client, including but not limited to any-and-all actions brought to enforce these Standard Terms and Conditions or for the collection of sums owed to DCS by the Client. The parties also agree that a final judgement in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgement or in any other manner provided by law. The Client hereby acknowledges receipt of a copy of these Standard Terms and Conditions and agrees to be bound hereby. If the Client fails to execute and return a copy of these Standard Terms and Conditions, the Client shall be deemed to assent to these Standard Terms and Conditions upon acceptance of services rendered by or on behalf of DCS. The individual signing this form on behalf of the Client represents and warrants that s/he has the authority to bind the Client and agrees to indemnify and hold DCS harmless from any breach of this representation and warranty.
13. **COMPLETE AGREEMENT.** The Client and DCS agree that the Quote on the front page of this form and these Standard Terms and Conditions comprise the entire Agreement between the parties, unless otherwise agreed in writing.

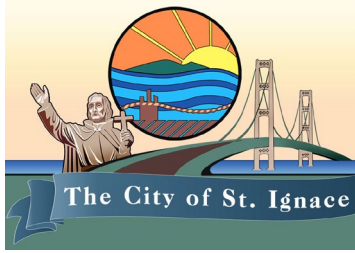
Accepted by: _____

Date: _____

Print Name: _____

If Applicable:

Company: _____



396 N State Street
St. Ignace, MI. 49781
cityofstignace.com

City of St. Ignace, MI

Staff Report

Agenda Date: 5/1/24

Presenter: City Clerk/Treasurer Insley

Department: Clerk

Scott Marshall, City Manager: _____

This form and any background material must be approved by the City Manager then delivered to the City Manager's Office by 4:00 PM the Thursday prior to the Council Meeting.

AGENDA ITEM TITLE: Server replacement/ upgrade.

BACKGROUND: The City was notified April 18th that BS&A Software will soon no longer support SQL Server versions prior to 2017. The City has a 2012 version currently. The server supports the City's network capabilities and is very important to all operating systems.

FISCAL EFFECT: The City currently contracts with National Office products for all IT needs. They were able to provide quotes for three different units suitable for the City's needs. Quote #1 Nobilis T1270 INTEL XEON for \$6,950 is the most economical and recommended.

SUPPORTING DOCUMENTATION: Also attached is the quote for installation and implementation with estimated hours and cost.

RECOMMENDATION: I would recommend this purchase so the City may stay current with all needs surrounding the network operating systems. It has proven to be a time-consuming and costly choice to only 'bandaid' the IT problems we've experienced in the past. MMRMA RAP grants are being researched to aid in the cost. The budget will likely not sustain covering the expense, so I would recommend approval for the use of fund balance if needed. The City's central office equipment pool is an internal fund supported by transfers from all of the City departments.

Server proposal for: City of St Ignace

QUOTE #1:

Nobilis T1270



MOTHERBOARD	Intel ASUS P12R C252
OPERATING SYSTEM	WINDOWS SERVER STANDARD 2022
PROCESSOR	INTEL XEON E-2336 2.9Ghz 6/12
MEMORY	MICRON 64GB DDR4-3200 ECC
HARD DRIVES	1 Micron 5400 PRO 480GB - 4 MICRON 5400 PRO 960GB SATA 2.5 (Raid)
OPTICAL DRIVE	8X Slim DBDRW
GRAPHICS CARD	INTEGRATED GRAPHICS
SOUND CARD	INTEGRATED AUDIO
CASE / POWER SUPPLY	315W POWER SUPPLY
WARRANTY	NOBILIS EXTENDED SYSTEM WARRANTY (3 YEAR ON SITE)
CLIENT LICENSE	WIN SVR STD 2022
SOFTWARE`	20 USERS CAL
MONITOR	NONE
SPEAKERS	NONE
LAN CARD	1GB BROADCOM BCM5719-4P QUAD PORT RJ45 NIC

System shown may not represent the system in the quote

System Price \$6950.00

Prices and availability subject to change without notice. Any network setup, software installs, configuration, and data transfer will be billed at normal rate of \$125.00 per hour.

Sincerely,

Dan



All Your Business Needs In One Company!

405 Ashmun Street
Sault Ste. Marie, MI 49783
(906) 632-3095
Fax (906) 632 6836
1-800-562-1042

514 North Main Street
Cheboygan, MI 49721
(231) 627-3193
Fax (231) 627-7075
1-800-580-9723

Server proposal for: City of St Ignace

QUOTE #2:

Nobilis T3270



MOTHERBOARD	Intel ASUS P12R C252
OPERATING SYSTEM	WINDOWS SERVER STANDARD 2022
PROCESSOR	INTEL XEON E-2336 2.9Ghz 6/12
MEMORY	MICRON 64GB DDR4-3200 ECC
HARD DRIVES	1 Micron 5400 PRO 480GB - 4 MICRON 5400 PRO 960GB SATA 2.5 (Raid)
OPTICAL DRIVE	8X Slim DBDRW
GRAPHICS CARD	INTEGRATED GRAPHICS
SOUND CARD	INTEGRATED AUDIO
CASE / POWER SUPPLY	315W POWER SUPPLY
WARRANTY	NOBILIS EXTENDED SYSTEM WARRANTY (3 YEAR ON SITE)
CLIENT LICENSE	WIN SVR STD 2022
SOFTWARE`	20 USERS CAL
MONITOR	NONE
SPEAKERS	NONE
LAN CARD	1GB BROADCOM BCM5719-4P QUAD PORT RJ45 NIC

System shown may not represent the system in the quote

System Price
\$7299.00

Prices and availability subject to change without notice. Any network setup, software installs, configuration, and data transfer will be billed at normal rate of \$125.00 per hour.

Sincerely,

Dan



All Your Business Needs In One Company!

405 Ashmun Street
Sault Ste. Marie, MI 49783
(906) 632-3095
Fax (906) 632 6836
1-800-562-1042

514 North Main Street
Cheboygan, MI 49721
(231) 627-3193
Fax (231) 627-7075
1-800-580-9723

Server proposal for: City of St Ignace

QUOTE #3:

Nobilis T3470



MOTHERBOARD	Super Micro X12SPL-LN4F
OPERATING SYSTEM	WINDOWS SERVER STANDARD 2022
PROCESSOR	INTEL Gold XEON E-5315Y 3.2Ghz 8/16
MEMORY	MICRON 64GB DDR4-3200 ECC
HARD DRIVES	1 Micron 5400 PRO 480GB - 4 MICRON 5400 PRO 1.9TB SATA 2.5 (Raid)
OPTICAL DRIVE	8X Slim DBDRW
GRAPHICS CARD	INTEGRATED GRAPHICS
SOUND CARD	INTEGRATED AUDIO
CASE / POWER SUPPLY	315W POWER SUPPLY
WARRANTY	NOBILIS EXTENDED SYSTEM WARRANTY (3 YEAR ON SITE)
CLIENT LICENSE	WIN SVR STD 2022
SOFTWARE`	25 USERS CAL
MONITOR	NONE
SPEAKERS	NONE
LAN CARD	1GB BROADCOM BCM5719-4P QUAD PORT RJ45 NIC

System shown may not represent the system in the quote

System Price
\$9425.00

Prices and availability subject to change without notice. Any network setup, software installs, configuration, and data transfer will be billed at normal rate of \$125.00 per hour.

Sincerely,

Dan



All Your Business Needs In One Company!

405 Ashmun Street
Sault Ste. Marie, MI 49783
(906) 632-3095
Fax (906) 632 6836
1-800-562-1042

May 2, 2024

Attn Andrea: Server Quote

We are recommending an Equus custom built server. Same brand as your previous one. We have been using Equus servers for 25+ years now. They have excellent quality and are a great value. Unfortunately, ever since Covid, the computer server pricing has sky rocketed across the board.

Windows Server 2022 – \$6950.00

Server Labor -

In house server setup - 4 x 125.00 = \$500.00

In shop server setup - 8 x 125.00 = \$1000.00 (Updates and configuration)

Data transfer and Software setup - \$125.00 per hour (Guessing 2-4 hours) \$500

Computer stations changeover - \$80.00 x 12 = \$960 (Need to remove and rejoin all computers to the domain and re-set them up)

Total server replacement approximately \$9910.00.

Any questions let me know.

Thanks!

Dan Mclay



City of St. Ignace, MI

396 N State Street
St. Ignace, MI. 49781
cityofstignace.com

City Manager Agenda Item Report

Agenda Date: 5-6-24

Presenter:

Department:

City Manager: Scott Marshall

This form and any background material must be approved by the City Manager then delivered to the City Manager's Office by 4:00 PM the Thursday prior to the Council Meeting.

AGENDA ITEM TITLE:

Fort De Buade Update Request for Appraisal

BACKGROUND:

On February 7th, 2024, the building inspector discovered shifted trusses or trusses with a slight lean. The building could be fine for another 100 years or it could be a safety risk tomorrow. The building inspector advised the city that the building is a safety concern and it should not be open to the public. The committee met again on April 9th. At this time, the committee asked if MHS could make other arrangements due to safety concerns. The city will have to invest money into the building to brace and strengthen the trusses and beautify the building or explore selling the building. City Manager Marshall is asking council approval to have the property appraised to determine the value of the property with the building and without the building.

Limited number of appraisers that handle commercial property. Sent requests out to 4 commercial appraisers. Land Vest Appraisals was the only company that responded. Local resident works for Land Vest and would be performing the appraisal. Appraisal cost is \$1,500-\$2,000. The report will be completed to Uniform Standards of Professional Appraisal Practice to provide an opinion of fair market value. Land Vest would complete the appraisal no later than the end of May, but most likely within the next couple weeks.

FISCAL EFFECT:

\$1,500-\$2,000

SUPPORTING DOCUMENTATION:

RECOMMENDATION:

City Manager Marshall recommends getting a commercial appraisal and exploring selling the building.

Invoices for Approval Monday, May 6, 2024

Amazon Business	April 2024 Statement	\$785.64
Arnold's Refrigeration	LBE Ice Machine/Rink Shut Down for Season	\$385.00
Arrow Signs	LBE Plaque Decals/Stakes	\$96.95
BAM Tools	DPW Safety Glasses	\$8.49
BC Pizza	LBE Fab Friday/Catering	\$228.50
Belonga Plumbing & Heating	LBE Parts/WTR Repair	\$169.39
BS& A Software	2024 Annual Financial Software Support Fee	\$4,774.00
Carrot-Top Industries Inc.	Cemetery Veteran Flags	\$377.02
Ellen's Equipment	DPW Bobcat Parts	\$315.69
Hawkins, Inc.	Water Plant Supplies	\$2,503.12
Hydrite	WWTR Plant Ferric Bulk Order	\$13,548.27
Idexx	Water Lab Supplies	\$1,224.42
Kiesler Police Supply	SIPD Uniforms	\$256.27
KSS	CHALL/LBE/ETR Plant Supplies	\$1,108.03
Mackinac Plumbing & Heating	LBE Parts	\$511.30
Mark & Sons Plumbing & Heating	LBE Fields Service/Seasonal Open	\$499.65
Meyer Ace Hardware	April 2024 Statement	\$1,101.40
MGFOA	City Manager Year End Webinar	\$100.00
MI State University	Planning Comm Training- J. Drazo	\$250.00
Microbiologics	Water Plant Supplies	\$411.22
MMRMA	Casualty Liability Insurance Deductibles	\$16,782.92
National Office Products	April 2024 Statement	\$1,234.78
NC Labs	Water Lab Supplies	\$854.91
OMS Compliance Services, Inc.	SIPD-Premployment Drug Testing	\$91.25
Paragon Laboratories	Water Sampling	\$248.40
R&R Fire Truck Repair	SIFD Rescue #1 Maintenance/Repairs	\$1,914.37
R.S. Scott Associates Inc	Local/Major Street Paving Bids	\$1,232.00
Spartan Distributors	Golf Course Starter Assembly	\$236.96
Spartan Distributors	Lawn Mower Repair Payment 1 of 3	\$12,694.52
Spartan Nash	April 2024 Statement	\$136.07
The St. Ignace News	April 2024 Statement	\$1,050.00
USGA	Golf Course 2024 Membership	\$150.00
Varsity Catering Co. - Wild Blueberry	LBE Donuts Home Show	\$179.88

\$65,460.42

CITY COUNCIL MEETING

City Council Chambers

Monday May 6th, 2024

****** MANAGER'S REPORT******

Public Hearing 930 North State Street

On November 6th, 2023, City Council approved parcel at 930 North State to be deeded back to the City of St. Ignace. Mackinac County notified the City of St. Ignace that said parcel was not sold at tax foreclosure auction. City Assessor determined the value of the property to be \$22,000. The appraisal determined the value to be \$16,000. Estimated market value is \$35,000. Property auctioned typically sells at a much lower price. Notice of public hearing has been posted for over (1) week. Recommendation of City Manager to put the property out for bids for 2 weeks with a minimum bid amount of \$20,000. If at that time the property does not receive a suitable bid, then the City Manager would like to advertise and extend the bid for another 2 weeks.

Resolution 24-12: 2024 Straits Brew Bash

August 3rd, 2024. 4-10pm. Annual Event, location marina with live music. Organizer is the St. Ignace Visitor Bureau. Estimated 1500-2500 people. Police presence and DPW are not needed for this event. Alcohol will be served, 3 food trucks. Organizers will be working with the marina director. Visitor Bureau will handle set-up, clean-up, and trash. No street closures are needed.

Resolution 24-13: Salty Mac Brewing/Change in License

On November 20th, 2023, City Council approved by resolution the recommendation of the Downtown Development Authority to support Salty Mac Brewing Company in their application to obtain a Class C liquor license. Owner of Salty Mac Brewing Company met with the Liquor Commission and determined that instead of a Class C license they would need a microbrew license to produce their own beer, cider and seltzers. DDA Director Sigmon is asking council for a resolution of support for Salty Mac Brewing Company in their efforts to obtain a microbrew license.

Police Department- Mutual Law Enforcement Agreement

Chief James created a law enforcement mutual aid agreement for St. Ignace City Police, Mackinac County Sheriff Department, Mackinac Island Police and Mackinaw City Police Department. The agreement will enable neighboring law enforcement agencies to work together during emergencies or large events to provide additional resources in times of need.

Police Department- Conditional Offer of Employment

Continuing on the path as discussed at various finance meetings, budget work sessions and

council meeting: Chief James has a cadet attending training Monday May 6th, 2024 at the Northern Michigan University Police Academy for 16 weeks. After consulting with other municipalities and our city attorney, Chief James compiled a Conditional Offer of Employment outlining the expectations as written in the agreement. Currently we are at critical staffing levels with only one officer heading into a busy summer season. There is a severe shortage of officers across the country and a lack of interest to enter the law enforcement field. Bonuses, paying for training, wage increases and enhancing the work environment are strategies every agency is using from the state police to local law enforcement. Preventing and protecting citizens from potential harms is part of the service expected from residents.

Fire Department Request- Change Order on New Fire Truck to Add "Foam System"

Fire Chief Montie would like to add an onboard foam system to the new fire truck. The foam system is mainly used for structure fires but can be used for various types of fires. The onboard foam system allows firefighters to have immediate access to foam. The added cost is \$11,311. Chief Montie is already working on additional funding and grants. The new truck is expected to arrive between late 2025 and early 2026. The cost is shared between City of St. Ignace, Moran Township and St. Ignace Township.

Marina Internet

Over the offseason, Marina Director Stearns has been researching internet options to get high speed internet to the boaters. Lack of quality internet has been the number one complaint from marina customers. Currently the marina is using broadband internet and using WIFI technology to get the internet out to the boaters. The current internet cannot handle the large data requirements or multiple users. Upgrading the marina internet is a 2-phase project. First phase is to get internet across the street and to the marina office. The second phase is to get internet from the office to the dock. Stearns has various quotes for each phase. Mackinac County has designated \$20,000 to this project. Stearns has received \$5,000 from Sault Tribe as well. Stearns is not only looking for the most affordable installation price but also the lowest monthly fee. The lowest installation fee might not be the lowest investment over time. Other factors to consider are term of the agreement, type of installation to the dock and internet speeds. Other lakeside businesses are hoping to capitalize on having the internet on east side of the business loop in that area of the downtown.

Financial System Server Request: BS & A

The City of St. Ignace uses BS & A Software for its accounting system. The current version is from 2012. The city received notification that all BS & A Software versions prior to 2017 will no longer receive update support. The City of St. Ignace has a contract with National Office Products for all information technology. National Office Products provided 3 quotes. National Office Products and Treasurer Insley are recommending quote # 1 as referenced

in the council packet; Nobilis T1270 INTEL XEON for \$6950 for a total cost with installation and set-up \$9910.00. There are 50% match grants available from MMRMA. There is \$1,000 budgeted in the capital outlay. Treasure Insley is asking the remaining balance to come out of the fund balance.

Fort De Buade Update and Request for Appraisal

The Fort De Buade Committee met January 26th, 2024 to discuss potentially extending the lease with Mackinac Historical Society while they are waiting to get into their new building. During the discussion some concerns were raised with the condition of the building. The committee asked to have the building inspector inspect the condition of the building. On February 7th, 2024, the building inspector discovered shifted trusses or trusses with a slight lean. The building could be fine for another 100 years or it could be a safety risk tomorrow. The building inspector advised the city that the building is a safety concern and it should not be open to the public. The committee met again on April 9th. At this time, the committee asked if MHS could make other arrangements due to safety concerns. The city will have to invest money into the building to brace and strengthen the trusses and beautify the building or explore selling the building. City Manager Marshall is asking council approval to have the property appraised to determine the value of the property with the building and without the building.