

**CITY COUNCIL MEETING**  
St. Ignace, Michigan  
Tuesday, January 22, 2019 – 7:00 p.m.  
(Due to Martin Luther King Day)  
City Council Chambers

**\*\*\*\*A G E N D A\*\*\*\***

- I. Call to Order
- II. Pledge of allegiance
- III. Invocation
- IV. Roll call
- V. Consideration of minutes of the January 8, 2019 Special Council meeting and Council meeting
- VI. Public Comment
- VII. Additions to the Agenda (Council and Staff Only)
- VIII. Business:

- 1.) **LIBRARY REPORT**
- 2.) **2018 WATER QUALITY REPORT**
- 3.) **EUP REGIONAL PLANNING & DEVELOPMENT COMMISSION APPOINTMENT**
- 4.) **TRAINING REQUEST**
- 5.) **2018 WASTEWATER IMPROVEMENT PROJECT (16-0072) RECOMMENDATION**
- 6.) **TELECOMMUNICATION CONTRACTS**
- 7.) **LEAVE OF ABSENCE AND TEMPORARY REPLACEMENT REQUEST**
- 8.) **FINANCIALS**

- IX. Public Comment
- IX. Consideration of Bills

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

A Special Meeting of the St. Ignace City Council was held on Tuesday, January 8, 2019, in the Council Chambers at City Hall.

The meeting was called to order at 5:00 p.m. by Mayor Litzner, with the Pledge of Allegiance. Councilmember Clapperton gave the invocation.

**Present:** Councilmembers Clapperton, Fullerton, Mayor Litzner, Mayor Pro-Tem Paquin, Councilmembers Pelter, St. Louis and Tremble.

**Absent:** None.

**Staff Present:** Mike Stelmaszek, City Manager; Kyle Mulka, City Assessor; Charles Palmer, City Attorney; Andrea Insley, City Clerk/Treasurer.

**1. CLOSED SESSION SECTION 8(e), MCL 15.286(e):**

It was moved by Councilmember Fullerton, seconded by Councilmember Clapperton, to go into closed session with City Attorney Palmer regarding pending litigation. Motion carried unanimously.

It was moved by Councilmember Fullerton, seconded by Councilmember Pelter, to come out of closed session. Motion carried unanimously.

**Public comment:** None.

There being no further business, the meeting adjourned at 6:06 p.m.

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**Connie Litzner, Mayor**

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**Andrea Insley, City Clerk/Treasurer**

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

A Regular Meeting of the St. Ignace City Council was held on Tuesday, January 8, 2018, in the Council Chambers at City Hall.

The meeting was called to order at 6:08 p.m. by Mayor Litzner, with the Pledge of Allegiance. Councilmember Clapperton gave the invocation.

**Present:** Councilmembers Clapperton, Fullerton, Mayor Litzner, Mayor Pro-Tem Paquin, Councilmembers Pelter, St. Louis and Tremble.

**Absent:** None.

**Staff Present:** Mike Stelmaszek, City Manager; Mark Wilk, Police Chief; Andrea Insley, City Clerk/Treasurer.

**Consideration of minutes from December 17, 2018 Council meeting:**

It was moved by Councilmember Tremble, seconded by Councilmember Pelter, to approve the minutes of December 17, 2018. Motion carried unanimously.

**Limited Public Comment:** None.

**Additions to the Agenda:**

City Manager Stelmaszek – Request for reimbursement.

Mayor Litzner – Settlement conference representation.

Councilmember Pelter – Request for building permit information.

-Request for phone service bids and information.

Councilmember Clapperton – Resident request.

**1. BERNSTEIN & ASSOCIATES PROPOSAL FOR NAGPRA SERVICES 2019:**

City Manager Stelmaszek informed Council that Bernstein & Associates have submitted a proposal of services to assist the City of St. Ignace with Federal compliance in facilitating the NAGPRA process without grant funds. After some discussion, it was moved by Councilmember Fullerton, seconded by Councilmember St. Louis, to accept the proposal as presented. Motion carried unanimously.

**2. RESOLUTION AMENDED COUNCIL MEETING DATES 2019:**

**RESOLUTION**

The following Amended Resolution was offered for adoption by Councilmember Tremble, supported by Councilmember Clapperton.

**WHEREAS**, per the City of St. Ignace Charter, the City Council shall provide by resolution for the time and place of its regular meetings; and

**WHEREAS**, in accordance with the City of St. Ignace Charter following are the dates, times and places of the regular meetings:

January 7, 2019, @ 7:00 p.m. @ City Hall Council Chambers

(Meeting rescheduled January 8, 2019, @ 6:00 p.m. due to weather)

January 22, 2019, TUESDAY @ 7:00 p.m. @ City Hall Council Chambers

February 4, 2019 @ 7:00 p.m. @ City Hall Council Chambers

February 18, 2019 @ 7:00 p.m. @ City Hall Council Chambers

March 4, 2019 @ 7:00 p.m. @ City Hall Council Chambers

March 18, 2019, @ 7:00 p.m., @ City Hall Council Chambers

April 1, 2019 @ 7:00 p.m. @ City Hall Council Chambers

April 15, 2019 @ 7:00 p.m. @ City Hall Council Chambers

May 6, 2019 @ 7:00 p.m. @ City Hall Council Chambers

May 20, 2019 @ 7:00 p.m. @ City Hall Council Chambers

June 3, 2019 @ 7:00 p.m. @ City Hall Council Chambers

June 17, 2019 @ 7:00 p.m. @ City Hall Council Chambers

July 1, 2019 @ 7:00 p.m. @ City Hall Council Chambers

July 15, 2019 @ 7:00 p.m. @ City Hall Council Chambers

August 5, 2019 @ 7:00 p.m. @ City Hall Council Chambers

August 19, 2019 @ 7:00 p.m. @ City Hall Council Chambers

September 3, 2019, TUESDAY @ 7:00 p.m. @ City Hall Council Chambers

September 16, 2019 @ 7:00 p.m. @ City Hall Council Chambers

October 7, 2019 @ 7:00 p.m. @ City Hall Council Chambers

October 21, 2019 @ 7:00 p.m. @ City Hall Council Chambers

November 4, 2019 @ 7:00 p.m. @ City Hall Council Chambers

November 18, 2019 @ 7:00 p.m. @ City Hall Council Chambers

December 2, 2019 @ 7:00 p.m. @ City Hall Council Chambers

December 16, 2019 @ 7:00 p.m. @ City Hall Council Chambers

**NOW THEREFORE BE IT RESOLVED**, that the St. Ignace City Council approves the herein stated regular meeting dates, times and places.

Roll Call Vote:

Yes: Councilmember Fullerton, Mayor Litzner, Mayor Pro-Tem Paquin, Councilmembers Pelter, St. Louis, Tremble and Clapperton.

No: None.

Absent: None.

Resolution declared Adopted.

### **3. RESOLUTION LABATT BLUE U.P. POND HOCKEY CHAMPIONSHIP:**

#### **RESOLUTION**

The following Resolution was offered for adoption by Councilmember Fullerton, supported by Councilmember Tremble:

**WHEREAS**, the St. Ignace Events Committee, in association with Labatt Blue, Kewadin Casinos, and many other businesses and entities in the community, requests permission to conduct the Labatt Blue U.P. Pond Hockey Championship, and

**WHEREAS**, this event does not require the usage of any public-owned property, except Kiwanis Beach and Moran Bay on Lake Huron and Little Bear East and,

**WHEREAS**, Ordinance No. 413 of the City of St. Ignace, "The Peddler's Ordinance", requires certain criteria be met in order for the event to be held.

**NOW THEREFORE BE IT RESOLVED**, that the St. Ignace City Council has determined that the St. Ignace Events Committee meets the criteria established in the various sections of the Ordinance No. 413, and has provided a copy of the required insurance and,

**FURTHER BE IT RESOLVED**, that the City Council approves Special Events status for the Labatt Blue U.P. Pond Hockey Championship on February 14-17, 2019.

Roll Call Vote:

Yes: Mayor Litzner, Mayor Pro-Tem Paquin, Councilmembers Pelter, St. Louis, Tremble, Clapperton and Fullerton.

No: None.

Absent: None.

Resolution declared Adopted.

#### 4. RESOLUTION U.P. ICE GOLF SCRAMBLE:

This item not considered because it will not be held within City limits.

#### **Additions to the Agenda:**

##### **City Manager Stelmaszek – Reimbursement Request:**

City Manager Stelmaszek requested Council to approve the site work performed by City DPW be reimbursed by the Fire Construction Fund. It was moved by Mayor Pro-Tem Paquin, seconded by Councilmember Pelter, to approve a reimbursement of \$1505 from the Fire Construction Fund to the General Fund for the DPW labor and equipment expenses. Motion carried unanimously.

##### **Mayor Litzner – Settlement Conference Representation:**

Mayor Litzner informed Council that City Manager Stelmaszek, Councilmember Fullerton and she plan to attend the settlement conference in Marquette on Thursday, January 10th. Mayor Litzner requested Council approval for the three of them to represent the City of St. Ignace in any necessary settlement agreement. It was moved by Mayor Pro-Tem Paquin, seconded by Councilmember Clapperton, to give the three authorization to represent the City of St. Ignace in the settlement agreement, then to report back to Council for consideration of any such settlement. Motion carried unanimously.

##### **Councilmember Pelter – Request Building Permit Information:**

Councilmember Pelter requested that any building permits approved by the City be included in the Council packet information.

##### **Councilmember Pelter – Request Phone Service Bids and Information:**

Councilmember Pelter requested all phone service information considered for the upcoming contract, as well as the status of the current service, be presented in the next Council packet for review.

##### **Councilmember Clapperton – Resident request:**

Councilmember Clapperton requested information about where residents could drop off their used Christmas trees.

**Public Comment:** None.

##### **Consideration of Bills:**

It was moved by Councilmember Tremble, seconded by Mayor Pro-Tem Paquin, to approve payment of the bills in the amount of \$29,428.75. Motion carried unanimously.

##### **The following bills were presented to Council for payment:**

A & I MIDWEST PRINTING CO	180.00
ACE HARDWARE	256.57
AIRGAS USA LLC	28.15
ALFRED FELEPPA	330.75
ATLAS	1,200.00
BELONGA EXCAVATING, LLC	40.00
BELONGA'S PLUMBING AND HEATING	245.93
CHARLES J. PALMER, P.C.	640.00

ENTERPRISE VENDING, INC	32.00
ETNA SUPPLY COMPANY	93.00
HYDRITE CHEMICAL CO	2,037.44
JOHNSON CONTROLS INC.	18,787.04
KSS ENTERPRISES	496.14
MACKINAC SALES	22.18
MARK WILK	465.00
MICHAEL RICHARD LAMB	90.00
NORTHERN MICHIGAN REVIEW, INC	515.10
NORTHERN MICHIGAN UNIVERSITY	400.00
NYE UNIFORM COMPANY	619.86
OK INDUSTRIAL SUPPLY	11.27
OTIS ELEVATOR CO	1,320.60
PARAGON LABS	282.50
SAULT PRINTING COMPANY	85.79
ST IGNACE TRUE VALUE	374.42
STRAITS BUILDING CENTER	130.61
TED FESTERLING LLC	321.00
WESLEY H MAURER JR	423.40

Grand Total: \$29,428.75

There being no further business, the meeting adjourned at 7:00 p.m.

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**Connie Litzner, Mayor**

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**Andrea Insley, City Clerk/Treasurer**

**CITY COUNCIL MEETING**  
City Council Chambers  
Tuesday, January 22nd, 2019  
**\*\*\*MANAGERS REPORT\*\*\***

**LIBRARY REPORT**

You were given a summery in your packet Alycia McKowen is here to go over the summery and give her report.

**2018 WATER QUALITY REPORT**

This is an annual report required by the DEQ. A copy is in your packet with a summary prepared by Brian Peterson. He is here tonight if you have any questions about the report and related information.

**E.U.P. REGIONAL PLANNING & DEVELOPMENT COMM. APPOINTMENT**

This is in response to the letter in your packet.

**TRAINING REQUEST**

Our Deputy Clerk is requesting to attend the second phase of Michigan Association of Municipal Clerks (MAMC) certification training in Mount Pleasant in March. It is needed and has been budgeted for.

**WASTE WATER PROJECT (16-0072) BID AWARD RECOMMENDATION**

The tabulation sheet and letter of recommendation from C2ae were in your packet. I recommend the lowest bid with no additional contingency from our RR & I fund.



## **TELECOMMUNICATION CONTRACTS**

The cost savings in signing with Net Express/PFN over AT&T for the next year is about \$800. The chances of abating our current billing situation decreases significantly if we sign now with Net Express/PFN.

Because of the circumstance, It is my recommendation to sign with AT&T for another year. During this time I can apply with AT&T to abate the excessive bills before implementing your prior decision. In reviewing the alternates, our city attorney supports this approach provided it is understood that AT&T may not budge on their current position. Jeff Melloh from Next Express is here tonight to explain how the migration of services would be implemented either way. You have received all the contracts for both alternatives in your packet.

## **LEAVE OF ABSENCE AND TEMPORARY REPLACEMENT REQUEST**

Josh Soblasky has submitted a letter requesting an unpaid leave of absence until April First to attend to a medical family matter. This request falls under the provisions of the Family Medical Leave Act and I have granted his request. I am requesting permission to hire a temporary employee to fulfill Josh's responsibilities until his return.

## Other Matters

Nine of the 10 interview candidates have been scheduled. There is a spreadsheet in the packet. Attempts have been made to contact Rachel Sadowski with no success. If we do not hear back from her, we will start at 6:00pm on Thursday, January 24<sup>th</sup>. I will let you know when we meet that Wednesday.

The Girl scouts started selling cookies in town last Friday. Unless you tell me otherwise, this will be the last time you will receive this update.

Enbridge donated \$6,000 for labor to complete the Deck Project at the marina. Josh has also gone over with Bill where he is at with the precut materials, and the DPW has been keeping this section clear of snow so that when the weather is right, they can complete the project.

Georges Garage has completed their efforts to abate the risk of their building collapsing onto the sidewalk. Our city building inspector has verified it to be safe and the barricades have been removed.

We received the attached letter from the State Tax Commission stating their intent to consider orders to certify our 2017 and 2018 assessment rolls at their February 12<sup>th</sup> meeting. After this meeting, I will have our assessor brief you on the outcome of the meeting and what we will need to do next.



**ST. IGNACE PUBLIC LIBRARY**  
ANNUAL REPORT  
FISCAL YEAR 2018

**SIPL BOARD OF TRUSTEES 2018**

KIM NOWACK  
RUTH LACHAPELLE  
ELAINE MACDONALD  
ELISKA GROGAN

MARTHA SJOGREN  
MARY MAURER  
LONI BROWN

**DIRECTOR'S NOTE**

This Annual Report is a story of a year in the life of the St. Ignace Public Library, and the wonderful community provides the narrative. From checking out an item to coming in for a program, these numbers are reflective of you- our neighbor, our community and our friends. It is my hope that reading through this report will show that a small community library can do amazing things.

**SERVICES**

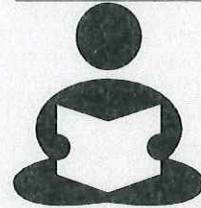
THE LIBRARY WAS OPEN TO THE PUBLIC  
300 DAYS IN 2018

**DOOR COUNT**

**19,063**  
TOTAL  
VISITORS



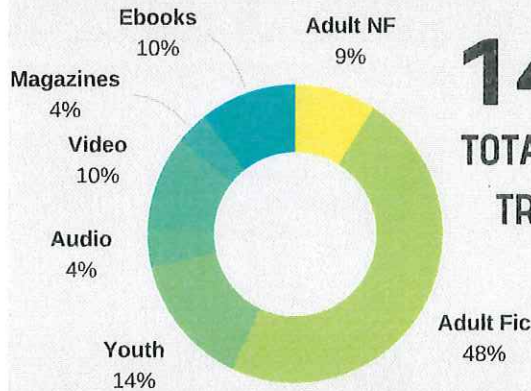
**PROGRAM ATTENDANCE**



**1,691**  
TOTAL

DURING 2018  
SIPL HOSTED  
**159 PROGRAMS**

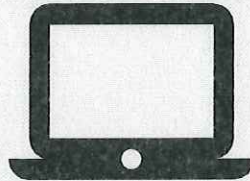
**CIRCULATION**



**14,872**  
TOTAL CIRCULATION  
TRANSACTIONS

**COMPUTER/ONLINE**

**5,404**  
HOURS OF  
COMPUTER USAGE



**5,557**  
TOTAL COMPUTER  
LOGINS

OVER 12,000 VISITS TO [STIGNACELIBRARY.ORG](http://STIGNACELIBRARY.ORG)

**HIGHLIGHTS**



WE WENT FINE FREE &  
MOVIE RENTAL FREE



CIRCULATION WAS THE  
HIGHEST IN 3 YEARS

## 2018 Water Quality Report City of St. Ignace

The first two pages are to inform the Michigan DEQ of the ways the City has made the report available to the public. Page 3 the dates and means of delivery. Lastly the report itself which contains information on drinking water. A summary of the results of testing done by the City and by the outside laboratory the City uses to perform tests unable to be performed at the plant itself. Information on source water, Public participation, and where to obtain copies are also included.

Brian Peterson

Operator in Charge



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
 OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE  
**CONSUMER CONFIDENCE REPORT FOR COMMUNITY WATER SUPPLY  
 CERTIFICATE OF DISTRIBUTION**

Issued under authority of 1976 PA 399 and Administrative Rules, as amended.  
 Failure to submit certification is a violation of the Act and may subject the water supply to enforcement penalties.

Supply Name: City of St Ignace Water Treatment Plant County: Mackinac WSSN: 6290  
 Population:  500 or fewer people  501 - 9,999 people  10,000 or more people

Community water supplies must confirm that the Consumer Confidence Report (CCR) and any enclosed Public Notices (PN) or notices of CCR availability, have been distributed to customers by July 1 as required under administrative rules R 325.10415 and R 325.10404(4)(c). Supplies must also certify that the information contained in the CCR is correct and consistent with the compliance monitoring data previously submitted to the Michigan Department of Environmental Quality (DEQ). **Return the certification to the appropriate DEQ district office by October 1.** For addresses, visit [www.michigan.gov/deq](http://www.michigan.gov/deq), click on Locations.

**Method of delivery to DEQ**  
 Mail  Email  Hand Delivery  Other \_\_\_\_\_ Date delivered: 1/17/19

**Method of delivery to Local Health Department**  
 Mail  Email  Hand Delivery  Other \_\_\_\_\_ Date delivered: 1/7/2019

**Method or combination of methods to directly deliver CCR to each bill paying customer. Check all that apply.**  
 Mail or hand deliver a paper copy of CCR. Date(s) mailed or hand delivered: 1/7/19 - 1/11/19  
 Mail or hand deliver notification that the CCR is available at a direct URL. Date(s) delivered to customers: Jan water bills 1/31/19  
 Email notification that CCR is available at direct URL. Date(s) emailed: \_\_\_\_\_  
 Email notification that CCR is attached to the email. Date(s) emailed: \_\_\_\_\_  
 Email notification that CCR is embedded in the email. Date(s) emailed: \_\_\_\_\_

If using notification of CCR availability:  
 1. Mail a paper CCR to customers who request it and to customers known to be incapable of receiving electronically.  
 2. Include a copy of the notification to the DEQ district office with this certification form.  
 3. Explain the nature of the notification, prominently display the direct URL, include statement how to request a paper copy.

Example of Notification of CCR Availability Subject Line: 2012 Drinking Water Quality Report Available.  
 Message: Your annual report on the source and quality of your drinking water is available on the Web at [www.anytown.gov/waterqualityreport](http://www.anytown.gov/waterqualityreport). To have a copy mailed to you, contact Anytown at 555-111-1111 or [water@anytown.gov](mailto:water@anytown.gov).

**Option for supplies serving fewer than 10,000 persons:** Publish entire report in newspaper, and notify customers via newspaper(s) in which CCR published, mail, email or hand delivery that individual copies will not be mailed, and include statement how to request a paper copy.  
 Date(s) of publication: January 17, 2019

**Option for supplies serving 500 or fewer persons:** Notify customers via mail, email, hand delivery or, with DEQ approval, posting in public places, that a copy of the report is available from the water supply on request.  
 Date(s) of notification: \_\_\_\_\_

**Post on Internet (required for supplies serving ≥100,000, optional for others)**  
 Internet address: City of St Ignace . com Date accessible: 1/11/19

**"Good Faith" efforts to reach non-bill-paying consumers (in addition to the method(s) above). Check all that apply.**  
 Mail the report to all postal patrons. Zip codes and dates mailed: \_\_\_\_\_  
 Mail to each service connection physical address. Date(s) mailed: \_\_\_\_\_  
 Advertise the availability of the report in the newspapers, on TV, and on the radio.  
 Publish the report in a local newspaper.  
 Post the report in public places such as cafeterias in public buildings, libraries, churches, and schools.  
 Deliver multiple copies for distribution by single-bill customers, e.g., apartments or private employers.  
 Deliver the report to community organizations.  
 Other: \_\_\_\_\_

Send to the DEQ a copy of the news articles, a list of channels broadcast and dates, and a list of locations/organizations reports delivered to and dates.

**A Tier 3 Public Notice is Distributed with this CCR**  
 This CCR is being used to deliver a Tier 3 Public Notice for one or more violations. To use this Tier 3 delivery option, the CCR must be directly delivered to each bill paying customer or, with DEQ approval, continuously posted, and must be issued within 12 months of learning of the violation. A copy of this form must be delivered to the DEQ within 10 days of delivering the CCR to customers to meet the public notification requirements.

Name/Title: Brian Peterson Operator in Charge

Signature: 

Date:

1/17/2019

See reverse side for U.S. EPA Expectations for Electronic Delivery of CCR

### U.S. EPA Expectations for Electronic Delivery of CCR

Instead of mailing the entire CCR to all bill paying customers, water supplies may directly deliver the CCR electronically.

U.S. EPA expects water supplies to deliver the CCR to all bill-paying customers using ANY combination of the following direct delivery methods:

- Mail a paper copy of the CCR.
- Mail a notification of CCR availability.  
*Supplies could include a statement on the water bill or bill insert or in a separate mailing such as a postcard or a community newsletter.*
- Email a notification of CCR availability.  
*Supplies could include a statement in the text of the email that transmits the water bill or in a separate email message.*

The notification of CCR availability:

- Explains the nature of the message.
- Prominently displays an easy-to-type URL that goes directly to the entire CCR. **The CCR must be on the Internet when the notification of CCR availability is sent out.** A supply that does not have a web site may attach or insert the CCR in the email.
- States how the customer can request a paper copy.

Here's an example that includes all 3 of the above elements ...

**Subject:** Water Quality Report Available

**Message:** The water quality report describing the source and quality of your drinking water is available at [www.anytown.gov/utilities/WaterQualityReport](http://www.anytown.gov/utilities/WaterQualityReport). To receive a paper copy in the mail, contact us at [Utilities@anytown.gov/utilities](mailto:Utilities@anytown.gov/utilities) or 555-123-4567.

Delivery methods NOT considered "direct" are the following, though water supplies are encouraged to use any public outreach venue to promote CCR readership:

- A URL that requires a customer to search or look for the CCR – *a customer may not reach the CCR. A long, hard-to-type URL may also prevent a customer from reaching the CCR.*
- Social media – *membership Internet outlets like Twitter or Facebook require a customer to join the website to read the CCR.*
- Automated phone calls - *the entire content of the CCR cannot be provided in a phone call.*

Final Thoughts:

- Customers known to be unable to receive the CCR electronically, must be sent a paper copy.
- Supplies must continue to make a good faith effort to reach non-bill-paying customers.



St. Ignace, Michigan 49781

396 N. State Street  
(906) 643-9671

City of St. Ignace, com - Appears on website  
mailed Jan. 31st - January water bills.

CCR Notifications

Year 2018

	Date	Mailed	HAND Delivered
St. Ignace City Council	<u>1/11/19</u>	<u>          </u>	<u>          </u>
St. Ignace Public Library	<u>1/7/19</u>	<u>          </u>	<u>          </u>
St. Ignace City Hall	<u>1/7/19</u>	<u>          </u>	<u>          </u>
United States Post Office	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Little Bear East Conf. Center	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Chamber of Commerce	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Mackinac County Com. Action	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Mackinac County Sheriff	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Mackinac Straits Hospital	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Housing Buildings (Apartments)			
Bridge View	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Charter Cove	<u>1/11/19</u>	<u>          </u>	<u>          </u>
South Airport	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Mackinac Manor	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Coast Guard Building	<u>1/11/18</u>	<u>          </u>	<u>          </u>
Michigan State Park	<u>1/11/19</u>	<u>Faxed</u>	<u>          </u>
Moran Township Board	<u>          </u>	<u>          </u>	<u>          </u>
St. Ignace Township Board	<u>          </u>	<u>          </u>	<u>          </u>
Area Churches			
Zion Lutheran	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Loyola Catholic	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Glen Memorial Baptist	<u>1/11/19</u>	<u>          </u>	<u>          </u>
United Methodist	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Family Fare Supermarket	<u>1/11/19</u>	<u>          </u>	<u>          </u>
Mackinac Fish	<u>1/11/19</u>	<u>          </u>	<u>          </u>
LMAS DHO	<u>1/7/19</u>	<u>E-mailed</u>	<u>          </u>
Sault Tribe Detention Center	<u>1/11/19</u>	<u>          </u>	<u>          </u>
MASSEY'S Fish Market	<u>1/11/19</u>	<u>          </u>	<u>          </u>
St Ignace Area Schools	<u>1/11/19</u>	<u>0930 E-mailed</u>	<u>          </u>
Evergreen Living Center	<u>1/11/19</u>	<u>          </u>	<u>          </u>

*billing clerk to mail*

City of St. Ignace is an Equal Opportunity Employer and Provider  
TDD (800) 649-3777

# CITY OF ST.IGNACE

## 2018

### WATER QUALITY REPORT

#### IS MY WATER SAFE

Last year, as in years past, your tap water meets all U.S.P.A. Environmental Protection Agency (EPA) and state drinking water health standards. The City of St. Ignace vigilantly safeguards its water supplies and we are proud to report that our system has never violated a Max. Cont. level or any other water quality standard.

#### WHERE DOES MY WATER COME FROM?

The City of St. Ignace supplies water from Lake Huron. The water is pumped to the water plant. A chemical called alum is added to the water to help clump together particles that make the water supply water cloudy or turbid. The water then passes through filters to remove these clumps. Fluoride is added to the water daily to prevent tooth decay and cavities. Soda Ash is added to control corrosion. Corrosive water can cause lead and copper to leach out of pipes. Chlorine is added to the treatment process to kill harmful bacteria.

#### WHY ARE THERE CONTAMINANTS IN MY DRINKING WATER?

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. The sources of drinking water (both tap and bottled) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground it dissolves naturally occurring minerals and, in some cases radioactive materials, and can pick up substances resulting from the presence of animals or from human activity.

1. Microbial Contaminants, such as viruses and bacteria, which may come from sewer treatment plants, septic systems, farming operations, swimmers and wildlife.
2. Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban storm water runoff, industrial or domestic wastewater discharge, oil and gas products, or farming.
3. Pesticides and Herbicides, which may come from a variety of sources such as agriculture, storm water runoff, and residential users.
4. Organic Chemical Contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and storm water runoff, and septic systems.
5. Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities. In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.
6. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. St. Ignace Water Department is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for ½ to 2 min. before using water for drinking or cooking. If you are concerned about lead in your water, you may have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water hotline or at <http://www.epa.gov/safewater/lead>

#### DO I NEED TO TAKE SPECIAL PRECAUTIONS?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of



infection by Cryptosporidium and other microbial contaminants and Health effects are available from the Safe Drinking Water Hotline (1-800-426-4791)

## 2018 WATER QUALITY DATA TABLE

The table below lists all of the drinking water contaminants that we detected during the calendar year of this report. The presence of contaminants in the water does not necessarily indicate that the water poses a health risk unless otherwise noted, the data presented in this table is from testing done in the calendar year of the report. The EPA or the State requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of the data though representative of the water quality, may be more than one year old.

### TERMS AND ABBREVIATIONS USED.

**MCLG:** Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLG's allow for a margin of safety.

**MCL:** Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water.

MCL's are set as close to the MCLG as feasible using the best available treatment technology.

**MRDL:** Maximum Residual Disinfectant Level. The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfection is necessary for control of microbial contaminants.

**-MRDLG:** Maximum Residual Disinfection Level Goal. The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**-Treatment Technique TT:** A required process intended to reduce the level of a contaminant in drinking water

**-AL:** Action Level: the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**-Level 1 Assessment:** A study of the water supply to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

**- Level 2 Assessment:** A very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

### UNIT DESCRIPTIONS

ppm – parts per million  
unit

ND – not detected

NTU – Nephelometric turbidity

ppb – parts per billion

NA – not applicable

pCi/l – pico curies per/ liter

	MRDL or MCL	MRDLG or MCLG	Your water	RANGE low high	sample date	violations	typical source
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#### -Disinfectants & Disinfection By-Products

Total Trihalomethanes	NA	80	36	22	41	2018	no	by-product of chlorination
Total Haloacetic Acid	NA	60	14	11	20	2018	no	by-product of chlorination
Chlorine (ppm)	4	4	0.72	0.47	0.90	2018	no	water additive used to control microbes

#### -Radiological (pCi/l)

Gross Alpha	15	0	0.40			2016	no	Erosion of natural deposits
Combined Radium	5	0	0.64			2016	no	Erosion of natural deposits

**-Inorganic Contaminates (ppm)**

	MRDL or MCL	MRDLG or MCLG	Your water	RANGE low high	sample	violations	Typical source
Fluoride	4	4	0.69	0.26 1.18	2018	no	add to promote strong teeth
Sodium	NA	NA	5.8	5.8 5.8	2018	no	naturally present / erosion

**-Microbiological Contaminants**

	MRDL or MCL	MRDLG or MCLG	Your water	sample date	violation	typical source of contamination
-Total Coliform	TT	N/A	0	2018	no	naturally present
-E. coli in the distribution system	0	0	0	2018	no	Human and animal fecal waste

**-Inorganic Contaminants**

*Lead & Copper Monitoring (ppb)	AL	MCLG	Your water	# of sites, out of 10, over AL	sample	violation	typical source of contamination
Lead (ppb)	15	0	1	0	2017	no	corrosion of
Copper (ppb)	1300	1300	140	0	2017	no	household plumbing

The City of St. Ignace will update this report annually and will keep you informed of any problems throughout the year, as they happen. The State performed an assessment of our source water to determine the susceptibility or the relative potential of contamination. The susceptibility rating is on a seven-tiered scale from "very-low" to "very-high" based on geological sensitivity, well construction, water chemistry, and contamination sources. The susceptibility of our source is highly susceptible. The "Source Water Assessment Report" for the City of St. Ignace was completed in October of 2003 and is on file at the Water Treatment Plant or City Hall. We invite public participation in decisions that affect drinking water quality. City of St. Ignace council meetings are held on the first and third Mondays of every month at 7pm if you have input and would like to attend. This report will not be sent to you. Copies of this report are available at the Water Treatment Plant or at City Hall.

**FOR MORE INFORMATION – CONTACT – Brian Peterson (Operator in Charge)**  
**ST.IGNACE WATER DEPARTMENT**  
**999 CHURCH ST.**  
**PHONE – (906) 643-9670**



TO: Connie Litzner, Mayor  
City of St. Ignace

FROM: Jeff Hagan, CEO  
EUP Regional Planning & Development Commission

DATE: November 28, 2018

RE: City of St. Ignace Councilperson Member Representative

The Eastern U.P. Regional Planning & Development Commission would like to extend this invitation to appoint a representative of the City of St. Ignace Council to the Commission's Governing Board for a term expiring on January 31, 2021.

The Commission is one of 14 State Designated Planning and Development Regions in Michigan and provides technical and professional services to units of government, non-profits and private sector entities across the EUP. The Commission is also the Federally Designated Economic Development District through the EDA and administers the State of Michigan Regional Prosperity Initiative. The Governing Board meets quarterly throughout the calendar year, typical meetings run approximately two (2) hours.

Attached you will find a copy of the portion of the Eastern U.P. Regional Planning & Development Commission By-Laws outlining the Board composition for this appointment.

Please provide our office of your Councilperson appointment, including contact information, by **January 4, 2019** by email at [kwilcox@eup-planning.org](mailto:kwilcox@eup-planning.org).

Thank you for your interest.



C. Basic Membership - The membership of the Executive Board of the Eastern Upper Peninsula Regional Planning and Development Commission shall consist of a minimum of 17 members, apportioned in the following manner, with the approval of the respective County Boards of Commissioners or the Executive Director:

Chippewa County

- 2 - elected County Board of Commissioners
- 1 - elected Township Official
- 1 - elected City of Sault Ste. Marie Commissioners
- 2 - appointed from Chippewa County area private sector

Luce County

- 2 - elected County Board of Commissioners
- 1 - elected Township Official or elected Village of Newberry Councilperson
- 1 - appointed from Luce County area private sector

Mackinac County

- 2 - elected County Board of Commissioners
- 1 - elected Township Official
- 1 - elected City of St. Ignace Councilperson**
- 1 - appointed from Mackinac County area private sector

Minority Representation – One (1) member representing the minority groups in three counties, to be selected by the Executive Director of the Eastern U.P. Regional Planning & Development Commission.

Additional Membership – One member representing Lake Superior State University as selected by the University President to represent the higher education and related activities of the region. Michigan State University Extension Directors for Chippewa, Luce and Mackinac Counties. One representative of workforce development or chambers of commerce within the Region.

Alternative Representation - Each delegate shall have an alternate, appointed from the same member unit, who shall attend meetings and have voting privileges when attending in place of the regular delegate.

D. Term of Office - Terms of appointed representatives to the Regional Commission shall be for a period of two years. All delegates shall be appointed for a two-year term. On first appointment, to ensure terms are staggered, 50 percent of delegates from each county shall be appointed to one-year terms and 50 percent to two-year terms. All delegates shall serve their appointed terms until their successor has been duly appointed and qualified.

# MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS

INSTITUTE March 10-15, 2019

Comfort Inn and Suites Conference Center Mt. Pleasant, Michigan

## INSTITUTE REGISTRATION DEADLINE IS FEBRUARY 22, 2019

(Please print or type. You may enter information into this PDF form if accessed on the website.)

YEAR 1

YEAR 2

YEAR 3

Class size is limited to 40 Year One participants with priority given to Clerks and Deputy Clerks. (See packet for details.)

The sessions are non-sequential and one may begin the three-year cycle at any time. Please check the appropriate year of participation in the three-year cycle.

Participation is mandatory for all sessions. Please do not register unless prepared to attend all sessions.

First Name Sherry Last Name Cece  
(Print your name as you wish it to appear on your certificate. Include CMC/MMC/CMMC information if you want it included.)

Preferred Name Sherry Cece Title Assistant Clerk  
(For your name tag) (If you are not a Clerk or a Deputy Clerk, the endorsement of your organization's Clerk is required.)

Organization City of St. Ignace Address 396 N. State Street

City St. Ignace State MI Postal Code 49781

Email dclerk@lighthouse.net Phone (906) 643-8545  
(Confirmation information will be sent via email so please print or type clearly.)

Please list the previous years that you have attended MAMC Institutes: 2018

Please indicate any special needs such as a disability, hearing, visual, diet, etc: \_\_\_\_\_

### INSTITUTE REGISTRATION FEE - \$600.00 Member or \$650.00 Non Member\*

- MAMC accepts credit card payments and online registration. [www.michiganclerks.org/Events.aspx](http://www.michiganclerks.org/Events.aspx)
- Fee includes lunch on Monday, Tuesday, and Thursday and dinner on Sunday and Thursday.
- The registration deadline is February 22, 2019.
- Faxing or emailing registration forms before the deadline does not avoid the late fee.

- Lodging is separate. A block of rooms are reserved at the Comfort Inn Hotel & Suites Conference Center at a special rate of \$79.00 per night. ~~-\$89.00 per night~~
- CLICK HERE for a direct link or call 989-772-4000 for reservations & indicate that you are with MAMC.
- A late fee of \$50.00 will be charged for payments postmarked after February 22, 2019.

\*MAMC MEMBERSHIP FORMS ARE AVAILABLE ON THE WEBSITE. [www.michiganclerks.org/about/membership.aspx](http://www.michiganclerks.org/about/membership.aspx)

#### MAIL THIS FORM TO:

MAMC

120 North Washington Square  
Suite 110A

Lansing, MI 48933

Please include a check payable to MAMC with mail-in registrations. Return by February 22, 2019 to avoid the \$100.00 late fee (per SR 17). Sorry, no exceptions.

TAX ID 38-3554848

#### QUESTIONS?

Contact

MARY BENDER, Institute Coordinator  
231-797-5536  
mbender102@aol.com

#### Scholarship Information

Scholarships are available for those who qualify. For more information, visit [www.michiganclerks.org/programs/scholarship.htm](http://www.michiganclerks.org/programs/scholarship.htm)

#### MAMC

#### CANCELLATION POLICY

Cancellation requests must be made in writing and email to: [info@michiganclerks.org](mailto:info@michiganclerks.org) or faxed to MAMC at 517-371-1170

The cancellation fee is now \$100.00 (per SR 17), and request must be submitted 14 days prior to the event. Cancellation requests must be made in writing and emailed to [info@michiganclerks.org](mailto:info@michiganclerks.org) or faxed to GCSI at 517-371-1170. Cancellation requests received after 14 business days before the conference date or no shows will be charged the full registration fee and are not entitled to any refund.

#### REMINDER

Attendance is required at all sessions in order to receive credit towards IIMC and MAMC certification.

Please do not register unless prepared to attend all sessions.

BE SURE TO KEEP A COPY OF THIS FORM FOR YOUR RECORDS.

[www.michiganclerks.org](http://www.michiganclerks.org)



1211 Ludington St.  
Escanaba, MI 49829  
O: 906.233.9360  
www.c2ae.com

January 16, 2019

Mr. Michael Stelmaszek  
City Manager  
City of St. Ignace  
396 North State Street  
St. Ignace, MI 49781

**Re: South State Street Sewer Project, Contract 16-0072, Bid award Recommendation**

Dear Mr. Stelmaszek,

On 12-20-18, the City of St. Ignace received bids for construction of the City's South State Street Area sanitary sewer construction project. A total of 5 bids were received and are summarized below with a more detailed Bid Tabulation attached:

Elmer's Crane & Dozer, Hillman, MI	\$1,038,504
Redline Excavating, Holland, MI	\$1,164,127
Associated Construction, Marquette, MI	\$1,181,631
Tri-County Excavating, Harbor Springs, MI	\$1,315,799
M&M Excavating, Gaylord, MI	\$1,339,000

We have reviewed the bids including the Bid Forms and USDA required bid documents and we are familiar with Elmer's through a past project. We believe Elmer's is fully capable of completing the South State Street project to the City's satisfaction.

The 2016-17 budget for this work was \$975,000 construction plus \$90,000 contingency. Award to the low bidder, Elmer's, would require reduction of the project contingency to \$26,000. This is much less than desired on a project of this size but would avoid the need for supplemental project borrowing by the City.

It should be noted that the City had paid C2AE a little under \$22,000 for engineering services that will be reimbursed at loan closing. We would recommend that this amount be set aside as additional contingency.

Based on the above, we recommend that the City of St. Ignace award Contract 16-0027 to Elmer's Crane and Dozer of Hillman, MI for their bid unit prices currently estimated to total \$1,03,504 and contingent on the City's ability to finalize project financing.

Sincerely,  
C2AE

Charles J. Lawson, P.E.  
Project Manager

Enclosure



**BID TABULATION**

Wastewater System Improvements  
 City of St. Ignace  
 Mackinac County, Michigan

Item	Description	Unit	Quant.	Team Elmers		Redline Excavating		Associated Construction		Tri-County Excavating Group		M&M Excavating	
				Cost	Total	Cost	Total	Cost	Total	Cost	Total	Cost	Total
101	Allowance for Underground Gas Main Relocation	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
102	Allowance for Underground Telephone Line Relocation	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
103	Allowance for Underground Electric Line Crossings Relocation	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
104	Allowance for Utility Pole Relocation	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
105	Allowance for Disposal of Contaminated Soils	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
106	Bypass Pumping During Sewer Construction or Lining	LS	1	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
107	Allowance for Contaminated Groundwater	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
108	Allowance for Tree & Shrub Replacement	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
109	General Requirements, Bonds, Insurances and Mobilization (limited to maximum of 5% of total base bid)	LS	1	\$51,000.00	\$51,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$65,000.00	\$65,000.00
110	Preconstruction Audiovisual Coverage	LS	1	\$2,000.00	\$2,000.00	\$5,800.00	\$5,800.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00
111	Public Relations Program	LS	1	\$1,000.00	\$1,000.00	\$15,500.00	\$15,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00
112	Environmental Mitigation, Erosion and Dust Control	LS	1	\$11,990.00	\$11,990.00	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00
113	Engineer's Temporary Field Office	LS	1	\$2,500.00	\$2,500.00	\$25,050.00	\$25,050.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
114	Traffic Control	LS	1	\$75,000.00	\$75,000.00	\$1,350.00	\$1,350.00	\$24,695.00	\$24,695.00	\$280,000.00	\$280,000.00	\$339,113.75	\$339,113.75
115	Project Sign	LS	1	\$2,500.00	\$2,500.00	\$1,350.00	\$1,350.00	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00
116	Additional Cost for Work in Hydrocarbon Impacted Areas	LF	100	\$13.00	\$1,300.00	\$0.18	\$18.00	\$100.00	\$10,000.00	\$50.00	\$5,000.00	\$35.00	\$3,500.00
117	12" to 34" Tree or Stump Removal	EA	6	\$540.00	\$3,240.00	\$1,500.00	\$9,000.00	\$500.00	\$3,000.00	\$200.00	\$1,200.00	\$750.00	\$4,500.00
118	Remove, Salvage or Replace Sign	EA	4	\$150.00	\$600.00	\$500.00	\$2,000.00	\$400.00	\$1,600.00	\$200.00	\$800.00	\$300.00	\$1,200.00
119	Remove, Salvage or Replace Mailbox	EA	4	\$90.00	\$360.00	\$250.00	\$1,000.00	\$400.00	\$1,600.00	\$200.00	\$800.00	\$125.00	\$500.00
120	Rock or Boulder Excavation	CY	120	\$100.00	\$12,000.00	\$25.00	\$3,000.00	\$50.00	\$6,000.00	\$110.00	\$13,200.00	\$100.00	\$12,000.00
121	Rock Excavation, Blasting Not Permitted	CY	40	\$100.00	\$4,000.00	\$25.00	\$1,000.00	\$200.00	\$8,000.00	\$110.00	\$4,400.00	\$200.00	\$8,000.00
122	Utility Location Investigation	EA	60	\$290.00	\$17,400.00	\$350.00	\$21,000.00	\$800.00	\$48,000.00	\$400.00	\$24,000.00	\$100.00	\$6,000.00
123	12" Trench Undercut and Stone Refill	LF	1550	\$30.00	\$46,500.00	\$0.55	\$852.50	\$27.00	\$41,850.00	\$10.00	\$15,500.00	\$15.00	\$23,250.00
124	Gravel Fill	LF	350	\$26.00	\$9,100.00	\$100.00	\$35,000.00	\$58.00	\$20,300.00	\$12.00	\$4,200.00	\$75.00	\$26,250.00
125	1" Gravel Shoulder Replacement, 12" Depth	LF	1,915	\$4.70	\$9,000.50	\$9.85	\$18,862.75	\$5.32	\$10,187.80	\$14.00	\$26,810.00	\$1.95	\$3,734.25
126	Excess Cut	CY	100	\$15.00	\$1,500.00	\$8.00	\$800.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$10.00	\$1,000.00
127	4" concrete Sidewalk Replacement	SF	5,540	\$6.60	\$36,564.00	\$6.10	\$33,794.00	\$6.95	\$38,503.00	\$7.15	\$39,611.00	\$6.00	\$33,240.00
128	6" concrete Sidewalk Replacement or Pedestrian Ramp	SF	1,150	\$8.50	\$9,775.00	\$6.35	\$7,302.50	\$9.50	\$10,925.00	\$9.30	\$10,695.00	\$8.00	\$9,200.00
129	ADA Truncated Dome Pedestrian Ramp Castings	SF	40	\$80.00	\$3,200.00	\$52.00	\$2,080.00	\$50.00	\$2,000.00	\$84.00	\$3,360.00	\$80.00	\$3,200.00
130	Adjust Existing Manhole or Catch Basin Casting Prior to Final Paving	EA	10	\$420.00	\$4,200.00	\$550.00	\$5,500.00	\$350.00	\$3,500.00	\$300.00	\$3,000.00	\$225.00	\$2,250.00
131	Adjust Existing Valve Box Prior to Final Paving	EA	10	\$200.00	\$2,000.00	\$450.00	\$4,500.00	\$250.00	\$2,500.00	\$100.00	\$1,000.00	\$115.00	\$1,150.00
132	6" Gravel Road Surface (Trench Only)	LF	1,745	\$12.00	\$20,940.00	\$25.00	\$43,625.00	\$13.27	\$23,156.15	\$9.00	\$15,705.00	\$15.00	\$26,250.00
133	12" Gravel Base in Type 'A' & 'B' Pavement Areas	LF	3,375	\$17.00	\$57,375.00	\$17.00	\$57,375.00	\$20.93	\$70,801.25	\$26.00	\$87,750.00	\$25.00	\$84,375.00
134	3" Type 'A' Pavement Replacement	LF	3,125	\$21.00	\$65,625.00	\$24.20	\$76,625.00	\$23.25	\$72,562.50	\$29.00	\$90,625.00	\$32.00	\$100,000.00
135	3" Type 'B' Pavement Replacement	LF	250	\$35.00	\$8,750.00	\$34.20	\$8,550.00	\$23.25	\$5,812.50	\$45.00	\$11,250.00	\$70.00	\$17,500.00
136	8" Type 'C' Pavement Replacement	SF	65	\$175.00	\$11,375.00	\$100.00	\$6,500.00	\$90.00	\$5,850.00	\$250.00	\$16,250.00	\$63.00	\$4,095.00
137	6" Concrete Driveway Replacement, Includes 4" Sand Base	SF	43	\$190.00	\$8,170.00	\$70.50	\$3,031.50	\$76.00	\$3,268.00	\$90.00	\$3,870.00	\$20.00	\$860.00

Item	SY	388	Team Ethers	Redline Excavating	Associated Construction	Tr-County Excavating Group	M&W Excavating	
138 3" Asphalt Driveway Replacement, Includes 6" Gravel Base	SY	141	\$45.00	\$17,460.00	\$59.50	\$23,086.00	\$35.00	\$13,580.00
139 6" Gravel Driveway Replacement	SY	141	\$15.00	\$2,256.00	\$25.00	\$3,525.00	\$12.00	\$1,692.00
140 6" Water Main	LF	40	\$80.00	\$3,200.00	\$95.00	\$3,800.00	\$78.00	\$3,000.00
141 Hydrant Assembly with 6" Gate Valve	EA	2	\$4,500.00	\$9,000.00	\$5,760.00	\$11,520.00	\$5,000.00	\$10,000.00
142 Remove Existing Hydrant and Return to Owner	EA	2	\$865.00	\$1,730.00	\$500.00	\$1,000.00	\$500.00	\$1,800.00
143 Connect to Existing 6" Water Main	EA	2	\$3,500.00	\$7,000.00	\$850.00	\$1,700.00	\$750.00	\$1,800.00
144 Additional Fittings, 6"	EA	1	\$550.00	\$550.00	\$1,000.00	\$1,000.00	\$500.00	\$700.00
145 8" Sanitary Sewer	LF	3,770	\$91.00	\$343,070.00	\$105.00	\$395,850.00	\$78.00	\$245,050.00
146 4" 6" Sewer Lateral	LF	1,385	\$21.00	\$29,085.00	\$67.00	\$92,795.00	\$50.00	\$69,250.00
147 8" x 6" Wye Branch	EA	52	\$304.00	\$15,808.00	\$250.00	\$13,000.00	\$200.00	\$15,600.00
148 Connect to Existing 4" to 6" Lateral	EA	52	\$125.00	\$6,500.00	\$150.00	\$7,800.00	\$90.00	\$5,720.00
149 Cap and Mark New Lateral	EA	1	\$150.00	\$150.00	\$500.00	\$500.00	\$50.00	\$65.00
150 4" Insulation	LF	20	\$12.00	\$240.00	\$8.75	\$175.00	\$10.00	\$200.00
151 18" Storm Sewer Replacement	LF	20	\$68.00	\$1,360.00	\$120.00	\$2,400.00	\$100.00	\$3,500.00
152 15" Storm Sewer Replacement	LF	40	\$55.00	\$2,200.00	\$80.00	\$3,200.00	\$90.00	\$6,600.00
153 12" Storm Sewer Replacement	LF	40	\$50.00	\$2,000.00	\$80.00	\$3,200.00	\$80.00	\$6,600.00
154 8" to 15" Existing Sewer Bulkhead	EA	10	\$70.00	\$700.00	\$250.00	\$1,500.00	\$150.00	\$2,500.00
155 4" to 6" Existing Sewer Bulkhead	EA	6	\$14.00	\$84.00	\$175.00	\$1,050.00	\$100.00	\$1,050.00
156 Abandon Existing 8" to 15" Sewer	EA	635	\$14.00	\$8,890.00	\$25.00	\$15,875.00	\$7.00	\$4,445.00
157 8" to 10" Connection to Existing Sewer	EA	11	\$280.00	\$3,080.00	\$300.00	\$3,300.00	\$600.00	\$6,600.00
158 12" to 15" Connection to Existing Sewer	EA	6	\$280.00	\$1,680.00	\$300.00	\$1,800.00	\$900.00	\$5,400.00
159 6" to 10" Connection to Existing Manhole or Structure	EA	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
160 48" Precast Concrete Manhole, 10' Depth or less	EA	18	\$4,200.00	\$75,600.00	\$3,000.00	\$54,000.00	\$3,500.00	\$72,000.00
161 Additional 48" Manhole Depth Over 10'	VF	13	\$275.00	\$3,575.00	\$350.00	\$4,550.00	\$400.00	\$5,850.00
162 Remove Existing 48" Manhole	EA	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
163 Abandon Existing 48" Manhole	EA	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$400.00	\$400.00
164 Culvert Replacement, 15"	LF	20	\$35.00	\$700.00	\$80.00	\$1,600.00	\$65.00	\$1,300.00
<b>TOTAL BID</b>				<b>\$1,038,593.50</b>		<b>\$1,181,630.95</b>		<b>\$1,339,000.00</b>

I certify that this is a true and correct tabulation of the bids received by City of St. Ignace, Mackinac County, Michigan on Thursday, December 20, 2018.

*Chuck Lawson*  
 PROJECT MANAGER  
 Chuck Lawson, PE  
 Date

(Total was correct even with line error)

Math error(s) on submitted bid form  
 Line left blank on submitted bid form



## Mike Stelmaszek

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**From:** Jeff Melloh <jeff@gonetexpress.com>  
**Sent:** Monday, January 14, 2019 6:22 AM  
**To:** Mike Stelmaszek  
**Cc:** Meaghan Fitzzyk; uplawyer@hotmail.com; Andrea Insley; Sherry; Mark Wilk  
**Subject:** Re: FW: FW: City of St Ignace

Good Morning Mike,

This is confirming that Net Express Telecom will honor the terms of our agreement presented to the City of St. Ignace when the migration starts later in the year. As far as the AT&T portion of the request, I'm not sure we can get anyone to commit to that at this point.

Thank You,

Jeff

On Fri, Jan 11, 2019 at 3:31 PM Mike Stelmaszek <[citymgr@lighthouse.net](mailto:citymgr@lighthouse.net)> wrote:

Jeff;

I have spoken to our City Attorney on this matter. There are two things that he would like to see as soon as possible.

- 1) Your written confirmation that you will honor the provisions in your bid when we switch from ATT to you.
- 2) An added provision in both the new Centrex and Completelink contract that they are retroactive to the end of the old contract. This will give us standing if they do not waive the excessive fees.

Can you send me that confirmation and have Meaghan pursue the retroactive provisions and then send them also. Because of the time sensitivity of this issue please include our City Attorney ([uplawyer@hotmail.com](mailto:uplawyer@hotmail.com)) in your submission of the requested documents.

*Michael Stelmaszek*

City Manager



**AT&T ILEC CENTREX SERVICE**  
**Confirmation of Service Order**  
 Pursuant to Standard Service Publication Rates and Terms

<b>Customer</b>	<b>AT&amp;T</b>
CITY OF ST. IGNACE 396 N STATE ST ST. IGNACE, MI 49781	AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input checked="" type="checkbox"/> <b>Primary Contact AT&amp;T</b>
Name: Sherry Cece Title: Accounts Payable Street Address: 396 N. State St City: St. Ignace State/Province: MI Zip Code: 49781 Country: USA Telephone: 906-643-8545 Fax: Email: dclerk@lighthouse.net Customer Account Number or Master Account Number: 9066438545	Name: LINDA WIDLOE Street Address: 262 N OTTAWA FLR2 City: JOLIET State/Province: IL Zip Code: 60432 Country: USA Telephone: 7792306100 Fax: Email: lw4871@att.com Sales/Branch Manager: Don Wollweber SCVP Name: Sales Strata: LED Sales Region: EAST <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase Service according to the prices, terms and conditions set forth in this Service Agreement, as well as the AT&T Business Service Agreement ("BSA") [http://www.corp.att.com/agreement/docs/serviceagreement\\_2009.pdf](http://www.corp.att.com/agreement/docs/serviceagreement_2009.pdf), which is incorporated herein by this reference.

The order of priority of the documents is: the applicable Service Publication(s), this Service Agreement, and then the BSA.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By:	By:
Printed or Typed Name: Mike Stelmaszek	Printed or Typed Name:
Title: City Manager	Title:
Date:	Date:

**AT&T ILEC CENTREX SERVICE**  
**Confirmation of Service Order**  
**Pursuant to Standard Service Publication Rates and Terms**

**1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)**

<b>Service</b>	Centrex Service
<b>Service Provider</b>	The Michigan Bell Telephone Company d/b/a AT&T Michigan
<b>Service Publications</b>	AT&T Michigan Guidebook: <a href="http://www.att.com/gen/public-affairs?pid=9700">http://www.att.com/gen/public-affairs?pid=9700</a>

**2. SERVICE TERM, EFFECTIVE DATES AND LINE COMMITMENT**

<b>Minimum Payment Period (Service Term)</b>	the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability
<b>Start Date of Minimum Payment Period</b>	Effective Date of this Confirmation of Service Order
<b>Effective Date of Rates</b>	Start Date of the Minimum Payment Period
<b>Rate Stabilization per Service Component</b>	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
<b>Rates Following end of Minimum Payment Period</b>	applicable Service Publication rates then in effect
<b>Line Commitment* and Line Commitment Start Date</b>	following Start Date of Minimum Payment Period
*Does not apply for 12 and 24 month Service Term	

**3. MINIMUM PAYMENT PERIOD**

<b>Service Components</b>	<b>Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*</b>	<b>Minimum Payment Period</b>
All Service components	80% of the Line Commitment x the Monthly Recurring Rate* x the number of remaining months in the Service Agreement Term x 50%	12 months
*The early termination charge will be equal to the stated percentage of the Monthly Recurring Rates for the terminated Service multiplied by the number of months remaining in the Minimum Payment Period at the date of termination. **"Monthly Recurring Rate" is the sum of network access monthly price and contracted monthly Centrex Line charge.		

**4. UNDER UTILIZATION CHARGE**

<b>Under Utilization Charge</b>	If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay: Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed).
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**5. LOCATION OF SERVICE**

Service Location (if different than Customer address): 396 N STATE ST ST. IGNACE MI 49781

**AT&T ILEC CENTREX SERVICE**  
**Confirmation of Service Order**  
**Pursuant to Standard Service Publication Rates and Terms**

**6. RATES**

<b>Rates:</b>	Applicable Service Publication rates on Effective Date for selected Term
<b>Rate Stabilization:</b>	The Monthly Recurring Rate, and the Optional System Feature/Optional Line Feature rates as shown for 36 and 60 month Term Payment Plans in the Service Publication, may vary during the Service Agreement Term, but will not exceed applicable rates on the Effective Date.

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	906 643 8545
Program Code:	
Order Type:	<input type="checkbox"/> New Install <input checked="" type="checkbox"/> Conversion from Month-to-Month <input type="checkbox"/> Renewal <input type="checkbox"/> Recast

**End of Document**



**COMPLETELINK® 2.0**  
**AT&T ILEC Confirmation of Service Order**  
 Provided Pursuant to Standard Service Publication Rates and Terms

<b>Customer</b>	<b>AT&amp;T</b>
CITY OF ST. IGNACE 396 N. STATE ST ST. IGNACE, MI 49781	The applicable AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Sherry Cece Title: Accounts Payable Street Address: 396 N. State St City: St. Ignace State/Province: MI Zip Code: 49781 Country: USA Telephone: 9066438545 Fax: Email: dclerk@lighthouse.net	Name: LINDA WIDLOE Street Address: 262 N OTTAWA FLR2 City: JOLIET State/Province: IL Zip Code: 60432 Country: USA Telephone: 7792306100 Fax: 7793463037 Email: lw4871@att.com Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to subscribe to the CompleteLink® 2.0 discount program, in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication. In the event of a change to the applicable Service Publication, such change shall be incorporated by reference herein.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Mike Stelmaszek	Printed or Typed Name:
Title: City Manager	Title:
Date:	Date:

<b>For AT&amp;T internal use only</b>	
Is this CompleteLink 2.0 associated with ABN Complete?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Sales must submit to Contract Management (CM): 1) Customer executed CSO, and 2) a duplicate of this CSO as a Word document, not a PDF file, OR an Excel list of the BTNs.	

**COMPLETELINK® 2.0**  
**AT&T ILEC Confirmation of Service Order**  
**Provided Pursuant to Standard Service Publication Rates and Terms**

**1. DISCOUNT PROGRAM, SERVICE PROVIDER AND SERVICE PUBLICATION**

<b>Discount Program</b>	CompleteLink® 2.0*
Customer must separately order services to which CompleteLink 2.0 applies.	

Service Provider (Select all that apply.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ar/index.html">http://cpr.att.com/guidebook/ar/index.html</a>
<input type="checkbox"/> AT&T California	AT&T California Guidebook, including Part 9, Section 3	<a href="http://cpr.att.com/guidebook/ca/index.html">http://cpr.att.com/guidebook/ca/index.html</a>
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	<a href="http://cpr.att.com/guidebook/il/index.html">http://cpr.att.com/guidebook/il/index.html</a>
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Section 2	<a href="http://cpr.att.com/guidebook/in/index.html">http://cpr.att.com/guidebook/in/index.html</a>
<input type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ks/index.html">http://cpr.att.com/guidebook/ks/index.html</a>
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/mi/index.html">http://cpr.att.com/guidebook/mi/index.html</a>
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/mo/index.html">http://cpr.att.com/guidebook/mo/index.html</a>
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Section 2	<a href="http://cpr.att.com/guidebook/oh/index.html">http://cpr.att.com/guidebook/oh/index.html</a>
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ok/index.html">http://cpr.att.com/guidebook/ok/index.html</a>
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/tx/index.html">http://cpr.att.com/guidebook/tx/index.html</a>
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Section 2	<a href="http://cpr.att.com/guidebook/wi/index.html">http://cpr.att.com/guidebook/wi/index.html</a>

**2. TERM and EFFECTIVE DATES**

<b>Term:</b>	1 years
<b>Start Date of Term:</b>	Upon initial implementation of Discount Program in the applicable AT&T systems
<b>Effective Date of Rates and Discounts:</b>	Start Date of Term
<b>Rates Following Termination or Expiration of the Term:</b>	Service Publication rates for Eligible services (as described in the applicable Service Publication) in effect at time of termination or expiration of the Term

**3. MINIMUM ANNUAL REVENUE COMMITMENT (MARC) / MAXIMUM ANNUAL DISCOUNT**

<b>MARC* / Maximum Annual Discount</b>	\$ 1200 MAD 240
* Contributory Services, as described in the applicable Service Publication, billed under BTNs in section 7 <u>before</u> the application of discounts and credits.	

**COMPLETELINK® 2.0**  
**AT&T ILEC Confirmation of Service Order**  
**Provided Pursuant to Standard Service Publication Rates and Terms**

**4. RATES and DISCOUNTS**

The rates and discounts below are listed for convenience only. If there is conflict between any rate or discount below and the corresponding Service Publication rate or discount in effect on the Effective Date, the Service Publication will control.

<b>MARC Volume Discount (applies to Eligible services and may not exceed the Maximum Annual Discount)</b>			
<b>1 Year Term</b>	<b>1 Year Term</b>	<b>2 Year Term</b>	<b>2 Year Term</b>
2% – MARC \$1,200	6% – MARC \$50,000	3% – MARC \$1,200	7% – MARC \$50,000
2% – MARC \$3,000	7% – MARC \$75,000	3% – MARC \$3,000	8% – MARC \$75,000
3% – MARC \$7,000	8% – MARC \$100,000	4% – MARC \$7,000	9% – MARC \$100,000
4% – MARC \$12,000	8% – MARC \$125,000	5% – MARC \$12,000	9% – MARC \$125,000
4% – MARC \$18,000	9% – MARC \$150,000	5% – MARC \$18,000	10% – MARC \$150,000
5% – MARC \$25,000	10% – MARC \$200,000	6% – MARC \$25,000	11% – MARC \$200,000
5% – MARC \$35,000		6% – MARC \$35,000	

<b>Optional Features Discount (applies to Central Office Optional Features as described in the applicable Service Publication)</b>	<b>Discount</b>
	40%

**Rates – IntraLATA/Local Toll Per Minutes of Use (MOU) - Intrastate** (Enter only those which apply or enter N/A. NOTE: When "N/A" is selected, Discount Program discount rates for this service will not apply.)

Arkansas N/A	California N/A	Kansas N/A	Illinois N/A
Indiana N/A	Michigan \$0.055	Missouri N/A	Ohio N/A
Oklahoma N/A	Texas N/A	Wisconsin N/A	

**Rates – IntraLATA Long Distance Usage Per Minutes of Use (MOU) - Interstate** (Enter only those which apply or enter N/A. NOTE: When "N/A" is selected, Discount Program discount rates for this service will not apply.)

Illinois N/A	Indiana N/A	Michigan \$0.12	Ohio N/A	Wisconsin N/A
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**Local Usage Rates/Discounts** (Enter only those which apply or enter N/A. NOTE: When "N/A" is selected, Discount Program discount rates for this service will not apply.)

<b>California</b>	<b>Illinois</b>	<b>Michigan</b>	<b>Ohio</b>	<b>Wisconsin</b>
Zone 1 & Zone 2: N/A	Illinois Band A: N/A	per message rate:	per message rate:	per message rate:~
Zone 3: N/A	Illinois Band B: N/A	\$0.0900	N/A	N/A
	Illinois Band C: N/A			

**Local Usage Service Level Discount:** For BTNs listed in section 7 that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks. (Does not apply to per message rate listed above.)

<b>State</b>	<b>Service</b>	<b>Discount</b>
Michigan	Local Usage	35%
Ohio	Local Usage	15%
Wisconsin	Local Usage	30%

**COMPLETELINK® 2.0**  
**AT&T ILEC Confirmation of Service Order**  
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**Other Discounts:** (Enter only those which apply or enter N/A. NOTE: When "N/A" is selected, Discount Program discount rates, if available, for the service or service component will not apply.)

Arkansas N/A	California N/A	Kansas N/A	Illinois N/A
Indiana N/A	Michigan N/A	Missouri N/A	Ohio N/A
Oklahoma N/A	Texas N/A	Wisconsin N/A	

**Business Access Line Rates:**

State	Monthly Recurring Rate, per Line
AR, IN, KS, MO, OK, TX	\$44.00
KS - EAS	\$51.00
CA, IL, MI, OH, WI	\$33.00

**5. SHORTFALL CHARGE**

<b>Shortfall Charge:</b>	if Customer fails to meet the MARC in any completed year of the Term, the difference between the MARC and the actual billings for Contributory Services
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**6. EARLY TERMINATION CHARGE**

Main BTN State	Early Termination Charge
AR, CA, KS, IN, MI, MO, OH, OK, TX, WI	<p><b>With No IL BTNs</b></p> <ul style="list-style-type: none"> <li>50% of the unsatisfied MARC (after application of any Shortfall Charges) for the balance of the Term</li> </ul> <p><b>With IL BTNs</b></p> <ul style="list-style-type: none"> <li>MARC is prorated for amount of MARC Eligible Charges in IL and outside IL <ul style="list-style-type: none"> <li>For IL BTNs, IL MARC Termination Charge; plus</li> <li>For non-IL BTNs, 50% of the unsatisfied MARC (prorated after application of any Shortfall Charges) for the balance of the Term</li> </ul> </li> </ul>
IL	<ul style="list-style-type: none"> <li>the amount of unearned discounts for the 12-month period immediately preceding Customer's early termination ("IL MARC Termination Charge"). Unearned discounts are calculated by subtracting the discounted charges for Eligible services actually incurred during the twelve months immediately preceding termination from the discounted charges for those Eligible services that Customer would have incurred during that period under the longest CompleteLink 2.0 term for which the Customer would have actually qualified based upon the actual term of service (or Service Publication month-to-month rates for those Eligible services if the Customer would not have qualified for any CompleteLink 2.0 term)</li> </ul>

**7. BILLING TELEPHONE NUMBER (BTN) LIST**

<b>Eligibility:</b> (max. of 1,000 BTNs)	<p>All BTNs listed below or in an attachment:</p> <ul style="list-style-type: none"> <li>must be valid business lines;</li> <li>may not be Consolidated or Special Bill Numbers;</li> <li>may not include Bill-Under, Working Telephone Numbers (WTNs), Account Telephone Numbers (ATNs), Cross Reference, Pager, Cell Phone, Pay Phone, Directory Advertising, Toll Free (800, 866, etc.) or Residential Numbers</li> <li>are all of the BTNs intended by Customer to be included on Effective Date</li> </ul> <p>To qualify as an Eligible or Contributory Service, a service must be billed under one of the listed BTNs or under a BTN added by Customer through Customer's AT&amp;T Sales Contact.</p>
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BTN List follows



**COMPLETELINK® 2.0**  
AT&T ILEC Confirmation of Service Order  
Provided Pursuant to Standard Service Publication Rates and Terms

**BTN LIST**

<b>Main BTN, with area code and customer code:</b>	906 643 8545 753	<b>State of Main BTN:</b> (ex: IL)	MI
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Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)	Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)	Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)
906 643 8364	MI				
906 643 8614	MI				
906 643 9686	MI				



Date: \_\_\_\_\_

LETTER OF AGENCY

Business Name: \_\_\_\_\_  
As it appears on current phone bill.

Address of Phone Service: \_\_\_\_\_  
No P.O. Box allowed

City, State, Zip: \_\_\_\_\_

Contact Name at Business: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_ Contact Email: \_\_\_\_\_

The undersigned hereby authorizes Advanced VoIP Data LLC (AVD) D.B.A. Net Express VoIP to port the telephone number(s) listed below away from the current carrier. The undersigned also declares that he/she is the owner of such numbers or authorized to control these numbers. This includes authorization for AVD to request Customer Service Records, or CSR's for the telephone numbers in order to facilitate successful porting.

Authorized by: \_\_\_\_\_  
Print Name

Signature: \_\_\_\_\_

The list of numbers to be ported is attached to this form as Page 2.

- DO NOT** inform me if AVD finds additional numbers on this ATN/BTN
- INFORM** me if AVD finds additional numbers on this ATN/BTN  
I **DO** want to port these additional numbers
- INFORM** me if AVD finds additional numbers on this ATN/BTN  
I **DO NOT** want to port these additional numbers

Numbers on this ATN/BTN that should not be ported are attached as part of Page 2 and noted as **NOT TO BE PORTED.**



## NET EXPRESS, INC. SERVICE CONTRACT

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase Telecom Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth below.

**Rates:** Monthly Charges are based on term rate plans in effect at the time Service is ordered and are set forth on Page 2. Rates will not increase above Monthly Charges set forth on Page 2 for Service between the locations listed in this order and Addendum A. Monthly charges may change if a Service location is moved.

**Term and Expiration:** The Service term is the plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates plus 25% unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal, new Monthly Charges will be applied based on rates in effect at that time.

**Term Plan Change:** Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater dollar value as that the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

**Service Upgrade:** Customer may upgrade Service to a higher speed Service without incurring early termination charges provided that the Upgrade Services (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plans ordered herein and (ii) is installed within the locations herein. Non-Recurring Charges (NRC's) will apply to the Upgraded Service.

**Move:** In the event the Customer moves one end of service to new location, Customer will incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to incur concurrently. NCR's may apply at the new location. Any changes to the Monthly Charges will be based on rates in effect at that time. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan.

**Early Termination:** In the event the Customer terminates Service prior to the expiration of the Service term plan, said Customer will be liable for the remaining months of Service at 50% of the monthly recurring rate to fulfill this agreement.

**Cancellation:** In the event Customer cancels Service prior to the installation date of the Service, Customer will be liable for all Non-Recurring Charges and one (1) month's Service.

**Assignment:** Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Net Express, Inc. which consent shall not be unreasonable withheld or delayed. Any such assignments without the written consent of Net Express, Inc. will be void.

**Customer Liability:** Customer understands that Net Express, Inc. is a private network, and agrees that they will not use it to resell or otherwise provide services which may conflict with Net Express, Inc. and their user terms now or anytime in the future. Customer agrees that Net Express, Inc. is not responsible for any sites or service provided by other websites, email providers, and/or Internet Service Providers (including but not limited to Hotmail, MSN, EBay, Yahoo, etc.). Customer understands that they are receiving a direct Internet connection and that security, content filtering, and virus protection are their sole responsibility.

**Liability:** The liability of Net Express, Inc., its affiliates, successors, agents or "assigns" for damages to Service interruptions or defects shall not exceed the prorated amount of Monthly Charges for the time Service was affected.

**Additional Terms and Conditions:** Additional terms and conditions are hereby incorporated into this agreement by reference and are located at <http://www.goavd.com/general-terms.htm>

**CONTRACT – PAGE 2 of 2**

**Line Activation Fee and Equipment Charges:** The Line Activation Fee applies only to the cost of the circuit to be installed in the Smart Jack or Modem. The customer is liable for all Equipment Charges (detailed below) required for installation of service at their location. The Customer accepts responsibility for the installation of the physical line from the Smart Jack.

**Line Activation Fee and Equipment Charges:** The Line Activation Fee applies only to the cost of the circuit to be installed in the Smart Jack or Modem. The customer is liable for all Equipment Charges (detailed below) required for installation of service at their location. The Customer accepts responsibility for the installation of the physical line from the Smart Jack or Modem to the T1 router unless they choose to have a New Express, Inc. technician perform this work at an additional cost based upon the current labor and materials rate at the time of installation.

INSTALLATION INFORMATION		
Customer: <u>City of St. Ignace</u>		User Name:
Physical Address: <u>13 S. State St.</u>		Billing Address:
City: <u>St Ignace</u> State: <u>MI</u> Zip: <u>49781</u>	City:	State: Zip:
Phone: ( )	Other Contact #: ( )	
CIRCUIT #1 (V) (D)	CIRCUIT #2 (V) (D)	FAIL-OVER (V) (D)
Provider _____ Speed _____	Provider _____ Speed _____	Provider _____ Hardware _____
Installation Fee: <u>\$800.00</u>	Equipment Charges: <u>\$2755.50</u>	Monthly Charges: MRC <u>\$518.45</u>
Term:		

Your signature acknowledges that you understand and accept the terms and conditions of this contract and that you are authorized to make commitments under this Order.

\_\_\_\_\_  
Customer Name (please print)

\_\_\_\_\_  
Signature Date Net Express Representative Date



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## SERVICE AGREEMENT

This Agreement is entered into on December 25<sup>th</sup>, 2018, by and between Peninsula Fiber Network, LLC (PFN), a Michigan corporation located at 1901 West Ridge Street, Marquette, Michigan 49855, and Customer, City of St. Ignace, a Michigan corporation, located at 396 North State Street, St. Ignace MI 49781.

## TERMS AND CONDITIONS

1. **SERVICE:** PFN may provide telecommunications services to Customer for the transport of telecommunications voice and data services (each a "Service" and collectively the "Services") as described in the attached Service Addendum / Service Order. All Services shall be provided according to the terms and conditions as set forth herein, and as specified in an order from the PFN for Services and accepted and placed by Customer with PFN (Service Addendum(s)/Service Order(s)). The Agreement is comprised of the terms and conditions herein together with any Services indicated on accompanying Service Orders attached or incorporated by reference, and the foregoing shall be deemed one integrated agreement and not as separate severable contracts. Neither party shall have any obligations for any Service unless and until a Service Order details the Service to be provided and establishes fees for the Service, and is fully executed, for each Service. Before Customer agrees to a Service, PFN shall provide a quote (may be through an email) and the Service Order including what portions of the Service are provided: by a third party; as Non-Route Redundant Capacity Services or Route Redundant Capacity Services, and as Protected or Unprotected.

2. **DEFINITIONS:**

2.A. **Affiliate:** It is defined as an entity which directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with, another entity, whereby "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract, or otherwise, and "controlling" and "controlled" have meanings correlative thereto, and whereby "owns" means the beneficial ownership of more than 50% of the voting securities or other equivalent voting interests of the entity. For clarity purposes Baraga Telephone Company (BTC), 204 – State Avenue, Baraga, MI 49908 and Hiawatha Communications Inc. (HCI), 108 W. Superior, Munising, MI 49862 (including its Affiliates) are not an Affiliate of PFN. PFN is an equal partnership of BTC and HCI. BTC and HCI are two separate entities not affiliated with each other. BTC and HCI created PFN in 2004 to leverage their expertise and assets by creating PFN for reaching beyond their service areas to provide affordable broadband services in Michigan's Upper Peninsula that have little or no access to affordable broadband.

2.B. **Off-Net:** "Services" are those where one or both locations to be connected are not directly served by PFN's Network. Off-Net Services have a portion of the Services provided by another provider. However,



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such Services shall be subject to the same terms and conditions of this Agreement.

2.C. On-Net Services means those Services which connect two (2) locations served by PFN's Network. On-Net Services are provided entirely by PFN.

2.D. Protected: Protected Services are any Services that shall be re-routed in the event of a fiber cut or equipment failure.

2.E. Unprotected: Unprotected Services shall mean any Service that does not include a protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

3. **USE OF SERVICES BY CUSTOMER AND PFN:**

3.A. Customer shall only use the Services for delivery of telecommunications services described herein to itself, its Affiliates, or its customers.

3.B. Customer shall not have any interest or right of title to the Services, any equipment provided by PFN or third parties in support of the Services, or any premises leased, licensed or owned by PFN. PFN shall not have any interest or right of title to any equipment provided by Customer or third parties on Customer's behalf in support of the Services, or any premises leased, licensed or owned by Customer.

4. **PFN SERVICE AVAILABILITY:** PFN will use its best efforts to make the Service (which includes complete installation and testing) available on or before the Requested Service Date stated in the Service Order. PFN may rely on telephone operating companies or other third parties for installation and testing of the Service and for the performance of other services hereunder other than Interexchange Service (i.e., "Local Access"). PFN's liability for any of its obligations under this Agreement is limited in Section 9 of this Agreement. The Customer has sole responsibility for installation and testing of their facilities and equipment unless otherwise specifically stated in this Agreement or Service Order. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of said facilities and equipment, however, these delays will in turn delay the commencing of the monthly charge to Customer until the Service first becomes available. All customer Service Orders shall become a part of this Agreement.

5. **START OF SERVICE:** The Term of this Agreement stated in the Service Order shall begin on the "Requested Service Date" noted therein or on the date that the parties have agreed the Service is available to the Customer, whichever is later ("Start of Service").

6. **PAYMENT:** Customer agrees to pay PFN, monthly in advance (commencing after the Start of Service), a monthly recurring charge ("MRC") equal to the rate set forth in the Service Order or equal to the monthly charge as adjusted under the terms hereof; provided, however, that the first such payment shall be for the period from the Start of Service through the end of the next full month and shall be due after the Start of Service and thirty(30) days following the receipt of an invoice by



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Customer. The installation and any other applicable non-recurring charges contained in the Service Order are due with such first payment. In the event Customer fails to pay the total undisputed PFN's invoice amount on or before thirty (30) days after the due date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1-1/2%) of the unpaid balance per month or the maximum lawful rate under applicable state law. In the event that Customer reasonably and in good faith disputes any amount which appears on an invoice issued by PFN pursuant to this Agreement, customer shall not be required to pay that amount which is reasonably disputed until the dispute is resolved by the parties. Such nonpayment by the Customer shall not constitute a breach of Customer's obligation of payment to PFN. Customer must notify PFN that it disputes an invoice within 30 days of the invoice date. If the dispute is resolved in PFN's favor, no interest charges will be applied to the amount in dispute so long as it is paid within 30 days after Customer's receipt of the supporting documentation from PFN.

7. **SERVICE UPGRADES:** In the event Customer desires to upgrade the service capacity during the original Term of this Agreement, PFN agrees to renegotiate the terms of this Agreement without any termination liability for canceling the Service to incorporate the upgrade; provided (a) the MRC is equal or not less than the cancelled Service; (b) the Term of the new Service is at least 12 months or the length of the Term remaining on the cancelled Service whichever is greater, and (c) the remaining MRC charges on the cancelled Service would be waived. The parties will work together to mutually agree upon the terms and conditions of the upgrade.

8. **ADDITIONAL CHARGES:**

8.A. Any applicable federal, state or local use, excise, sales or privilege taxes, duties or similar liabilities, charged to or against PFN or Customer in connection with any service furnished under this Agreement shall be paid by the Customer in addition to the regular charges under this Agreement. PFN shall explain up front to Customer before invoicing the Customer any of these charges that are in addition to the MRC and NRC stated on the applicable PFN Service Order; so the Customer can properly budget for monthly charges.

8.B. PFN shall pay any real property, ad valorem, franchise fee or similar tax imposed upon PFN.

9. **SUSPENSION OF SERVICE:** In the event payment of the undisputed invoice amount is not received from Customer by PFN on or before the date due on an habitual basis, PFN shall have the right, after giving Customer ten (10) business days written notice, to suspend all Service to Customer until such time as Customer has paid in full all amounts which are not in dispute as stated in paragraph 6 above, including any late fees as specified herein.

10. **SYSTEM MAINTENANCE:** PFN and Customer agree to the following with respect to the maintenance of Services:

10.A. Preventative Maintenance: "Preventative Maintenance" refers to upgrades, and or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the Service, including possible Outages. Preventative Maintenance shall be undertaken only between the hours of 12:00



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a.m. to 5:00 a.m. local time. PFN shall provide to Customer at least three (3) business days prior notice of Preventative Maintenance via an email to Customer prearranged contract and note to Customer the Preventive Maintenance entails any Outage work.

10.B. Demand Maintenance: "Demand Maintenance" is work necessary to restore Service to one or more end-users of either party and/or maintenance work required when a deficiency or impairment (altogether "Failing") in the operation of the Service is found when performing Preventative Maintenance work. PFN may undertake Demand Maintenance immediately. PFN shall provide notice of Demand Maintenance to Customer as soon as is commercially practicable under the circumstances.

10.C. Emergency Maintenance or Repair: "Emergency Maintenance" shall mean repair work not reasonably anticipated but which requires immediate action to restore network connectivity or use or efforts to correct network conditions that are likely to cause an Interruption / Outage (an "Outage" is when the Service provided by PFN to the Customer becomes unavailable or Failing) and that require immediate action. Work to address an Emergency Maintenance situation may degrade the quality of or cause Interruptions / Outages in the services. PFN may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. PFN shall provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances, but when reasonably possible, provide notice twenty-four (24) hours in advance. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time and in all events, Customer will take necessary steps to notify key personnel internally in order for PFN to correct or repair the affected area.

10.D. Notification: PFN will provide Customer with notice of Preventative Maintenance or as soon as possible in the case of Emergency or Demand Maintenance to the following by means of electronic mail notification to:

Customer Name: City of St. Ignace  
Customer Contact: Mark Wilk  
Phone: (906) 643-6077  
Email: [stignacepd@lighthouse.net](mailto:stignacepd@lighthouse.net)

10.E. PFN Availability: PFN shall maintain and staff a free telephone number twenty-four (24) hours a day, seven (7) days a week including holidays that Customer may call to report an Interruption / Outage to the PFN. Maintenance personnel will be available twenty-four (24) hours a day, seven (7) days a week.

10.F. Interruption / Outage Communications: PFN shall use commercially reasonable efforts to resolve an Interruption / Outage and restore Services within four (4) hours. If the Services are not restored within two (2) hours, the PFN will thereafter provide Customer's prearranged contact an hourly report of progress or lack thereof. Once the PFN has restored the Service it will notify the Customer via an email that the Services have been restored. A Service Interruption is deemed to begin when the Customer files a trouble report with PFN. The Interruption / Outage ends when the





Service has been restored.

11. INTERRUPTION / OUTAGE OF TRANSMISSION:

11.A. In the event of an interruption in the transmission capacity provided by PFN under this Agreement, Customer shall be entitled to a credit for the PFN provided portion of the effected circuit in an amount equivalent to the proportionate monthly charge as provided in (B or C) below, subject to the provisions of (D) below. For the purpose of this paragraph, interruption is defined as any loss of transmission of more than thirty (30) minutes in duration on non-route redundant capacity, or ten (10) minutes on route redundant capacity, except that this will not count as an interruption for the purpose of this paragraph any interruption that arises from or is due to: 1) the fault or negligence of Customer; or 2) the failure of any interconnecting Local Exchange Carrier (LEC) facilities or other equipment not part of the PFN facilities and not within PFN control; or 3) any planned interruption agreed to in advance by Customer. All service outage credits are calculated from the time of Customer notification of outage condition to PFN to the time of restoral.

11.B. Credit for non-route redundant or hybrid (partially route redundant) service interruption shall be as follows: when an interruption occurs for a period of thirty (30) minutes or more, a credit will be allowed on the basis of thirty (30) minutes for each thirty (30) minutes or fraction thereof of interruption. Two or more interruptions occurring during any period of thirty (30) consecutive minutes shall be considered as one interruption.

Network Interruption Credit Allowance

Service Unavailability

30 Min – 6 hours	10% of monthly recurring charge for affected circuit
6 hours – 8 hours	20% of monthly recurring charge for affected circuit
8 hours – 12 hours	30% of monthly recurring charge for affected circuit
12 hours – 24 hours	50% of monthly recurring charge for affected circuit
24 hours or more	100% of monthly recurring charge for affected circuit

11.C. Credit for interruption in route redundant services shall be as follows: When an interruption occurs for a period of ten (10) minutes or more, a credit will be allowed for the PFN provided portion of the affected circuit. Where applicable, the credit will be given to Customer on the next invoice after the Customer request. Interruptions shall be measured from 1) the time Customer notifies PFN that an interruption has occurred to 2) the time of the restoration. The service interruption shall be verifiable, limited to that caused directly by the PFN owned/operated network, between PFN's point of presence and the Customer's point of presence and only applicable to services on route redundant systems. In the event of multiple service interruptions in any given month (calendar month), total monthly credit to Customer shall not exceed 100% of the monthly recurring charges for the applicable, affected digital capacities.

Network Interruption Credit Allowance

Service Unavailability



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10 Min – 1 hours	10% of monthly recurring charge for affected circuit
1 hours – 3 hours	20% of monthly recurring charge for affected circuit
3 hours – 6 hours	30% of monthly recurring charge for affected circuit
6 hours – 12 hours	50% of monthly recurring charge for affected circuit
12 hours or more	100% of monthly recurring charge for affected circuit

11.D. Notwithstanding the provisions of (A), (B) and (C) above, PFN shall use its reasonable efforts to promptly restore transmission capacity to Customer or provide alternate transmission capacity or facilities within 30 days after such an interruption has occurred. If PFN is unable to restore transmission capacity or provide alternate transmission capacity within thirty (30) days of the service interruption, Customer shall have the right to terminate this Agreement.

11.E PFN shall not be liable for incidental, consequential or indirect damages arising out of or in connection with the services provided under this Agreement.

11.F. Five (5) or more service affecting interruptions within any 30 day period will be deemed Chronic Trouble. Should Chronic Trouble occur on any ordered service during the term of this agreement, and such trouble remains unresolved by PFN for a period of 30 days after the fifth service affecting interruption, Customer will have the right to cancel the affected circuit with no further obligation.

**12. CONTINUATION / RENEWAL OF SERVICE:** Following the expiration of the Term contained in the Service Order, the Agreement shall continue / renew for successive one (1) year periods (“Renewal Term”), upon the same rates, terms and conditions specified herein, unless terminated by PFN or Customer upon written notice to be delivered at least ninety (90) days before the end of the Term in the Service Order or the Renewal Term.

**13. FORCE MAJEURE:** Any other term or provision in this Agreement to the contrary notwithstanding, PFN shall not be liable to Customer or any other person, firm, or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of PFN. Such causes include, without limitation, acts of God, fire, explosion, vandalism, cable cuts (Force Majeure cable cuts are those that are caused by third parties, but specifically exclude cable cuts caused by PFN or contractors or anyone else under PFN’s control or supervision) storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one (1) or more of said governments) or of any civil or military authority, national emergencies, insurrections, riots, war, act of terrorism, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays. If PFN's failure of performance by reason of any cause beyond its reasonable control shall be for ten(10) days or less then this Agreement shall remain in effect. If such failure of performance occurs for more than ten (10) days, then this Agreement may be cancelled by either party without any liability whatsoever.

**14. GENERAL LIMITATION OF LIABILITY:**



14.A. **Service Interruption / Outage Liability:** In the event that Service is interrupted for any reason whatsoever, PFN shall not be liable for any damages suffered by Customer. That is, PFN shall not be liable for any direct, indirect, exemplary, incidental, consequential, special, actual, punitive or damages of any other type, or for any lost revenues or profits of any kind or nature whatsoever, regardless of foreseeability and even if PFN has been advised of the possibility of such damages. PFN's sole obligation in the event of a Service Interruption / Outage, for whatever reason, is to use its best efforts to resume the Service Credit will be calculated per Section 11.

14.B. **General Liability:** Except for losses or damages to third parties arising out of any obligation of 15. Indemnity or 16. Confidentiality hereunder, in no event will either party have any liability whatsoever to the other party for any indirect, direct, actual, special, exemplary, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or of profits or revenue in connection with or arising from anything said, omitted or done under this Agreement or any Service Order or any other attachment hereunder, regardless of foreseeability and even if the other party has been advised of the possibility of such damages. The only exception to a party's limitation of liability under this Agreement shall be in the case where a party, its agents or employees, engage in a criminal act, gross negligence or willful and wanton misconduct.

14.C. **Liability Limitation:** To the extent either party has any liability not excluded under 14.A. or 14.B, such party shall not be liable, on an aggregate basis, for more than the amount of all Services contracted for by Customer during the period in which this Agreement is in effect.

## **15. INDEMNITY:**

15.A. **Indemnity.** Each party shall indemnify, defend and hold the other party, its Affiliates and their respective officers, directors, agents and employees harmless against any claims, of third parties for personal injury, including death, and for damage to tangible real and personal property (including attorneys' fees and expenses) to the extent caused by the indemnifying party's negligent act, error or omission or failure to comply with applicable law.

15.B. **Indemnification Procedures.** Promptly after receipt by an indemnified party of a notice of any third party claim or the commencement of any action, such indemnified party shall:

15.B.1 notify the indemnifying party in writing of any such claim;

15.B.2 provide the indemnifying party with reasonable assistance to settle or defend such claim, at the other party's own expense; and

15.B.3 grant to the indemnifying party the right to control the defense and/or settlement of such claim, at the indemnifying party's own expense.

15.C. The failure to so notify, provide assistance and grant authority and control shall relieve the indemnifying party of its obligation to the indemnified party only to the extent that the indemnifying party is prejudiced thereby.

15.D. The indemnifying party shall not, without the indemnified party's consent (such consent not to be unreasonably withheld or delayed), agree to any settlement which:



15.D.1 makes any admission on behalf of the indemnified party; or

15.D.2 consents to any injunction against the indemnified party (except an injunction relating solely to the indemnified party's continued use of any infringing Service).

15.E. The indemnified party shall have the right, at its expense, to participate in any legal proceeding to contest and defend a claim and to be represented by legal counsel of its choosing, but shall have no right to settle a claim without the indemnifying party's written consent.

**16. INSURANCE:**

16.A. Each party agrees to maintain insurance policies of the type and including coverage limits provided hereinafter:

commercial general liability with bodily injury and property damage;  
such insurance shall provide for contractual liability and completed operations  
coverage. \$1,000,000 per occurrence  
\$1,000,000 aggregate

Automobile liability

\$1,000,000

Employer's liability

\$1,000,000

Workers compensation:

statutory limits, in accordance with the laws of  
the States wherein operations under this Agreement will take place.

16.B. PFN shall name Customer as an additional insured on its general liability policy and provide a waiver of subrogation in favor of Customer. Upon request, PFN shall provide Customer with evidence of such coverage in the form of a certificate of insurance. Insurance hereunder shall not be cancelled or non-renewed without providing thirty (30) days' written notice to Customer

**17. COMPLIANCE WITH THE LAW:**

17.A. Each party represents and warrants that its provision or use of the Services shall comply with all applicable laws. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations or otherwise affects the rights or obligations of either party that are addressed by this Agreement, upon the written request of either party the parties shall have sixty (60) days from written notice to negotiate in good faith between the parties in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement and arrive at an agreement on the appropriate conforming modifications to the Agreement.

17.B. If the parties cannot agree to modifications necessary to comply with a state or federal regulatory or legislative body or court requirement within the sixty (60) days after the written notice from a party, then either party may terminate this Agreement or any Service Order impacted by the requirement effective as of the date of notice by providing written notice to the other party.

**18. CANCELLATION:**

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18.A. If this Agreement is cancelled by Customer due to reasons other than material breach of this Agreement by PFN, the Customer shall immediately pay PFN all charges then due plus a cancellation charge. (a) If such cancellation occurs in the first year of the Term, then the cancellation charge shall be the full amount of the remaining monthly charges for Service due for the first year plus seventy five percent (75%) of the remaining monthly charges for Service due during the remainder of the Term; (b) If such cancellation occurs after the first year of the Term, then the cancellation charges shall be sixty percent (60%) of the remaining monthly charges for the Interexchange Service due during the remainder of the Term. (c) In either event the cancellation charge shall also include an amount equal to any termination charges, expenses, fees or penalties incurred by PFN because of the cancellation of the Local Access described in the Service Order.

18.B. PFN may terminate this Agreement without any liability to Customer if it is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by any third party, including order of a court of competent jurisdiction, the Federal Communications Commission, or other local, state or federal government authority.

18.C. Both parties acknowledge and agree that any Termination Liability pertaining to 18.B above, is a liquidated damage, and that the Termination Liability is not a penalty or punitive in nature.

**19. DEFAULT:**

19.A. Should a party be in default under this Agreement and/or applicable attachment, the non-defaulting party may terminate each Service affected by such default after the notice periods provided for in this Section. PFN or Customer, as the case may be, shall be in default of this Agreement if any of the following conditions occur:

19.A.1 For default by PFN in providing the Services, the provisions for the Service as set forth in Service attachment and in Section 11. Interruption / Outage of Transmission shall control initially and after the Interruption / Outage reaches the limits set forth in Section 11.D. Customer may give notice of default to PFN, and if Services are not restored within 48 hours of notice, Customer may terminate the effected Service Order or portion thereof.

19.A.2 A party breaches any other material obligation, covenant or term hereunder and fails to cure the breach within thirty (30) days of receipt of notice from the non-breaching party.

19.A.3 Notwithstanding Section 19.A.1 above, if Customer fails to pay for any undisputed amount of an invoice in accordance with the terms of payment of this Agreement and has not paid such amounts within thirty (30) days of receipt of a notice of breach from PFN.

**20. ADDITIONAL PROVISIONS:**

20.A. Waiver: The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or conditions of this Agreement or the granting of an extension of time for performance shall not



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constitute the permanent waiver of any term or condition of this Agreement and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

20.B. No Partnership of Joint Venture: The provision of the Service will not create a partnership or joint venture between the two (2) parties nor result in a joint communications service offering to the customer of either PFN or the Customer.

20.C. Breach: In the event suit is brought or an attorney is retained by a party to enforce the terms of this Agreement or for PFN to collect any amount due hereunder or for a party to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection herewith.

20.D. No Unlawful Purpose: The Service provided by PFN is subject to the condition that it will not be used for any unlawful purpose.

20.E. Effective Only When Done in Writing: No subsequent agreement between Customer and PFN concerning the Service shall be effective or binding unless it is made in writing by authorized representatives of the parties hereto and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.

20.F. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party (consent will not to be unreasonably withheld or delayed). A party may assign or otherwise transfer any of its rights or obligations under this Agreement to an Affiliate or to any entity which acquires substantially all of the stock or assets of a party without the prior consent of the other party.

20.G. Entire Understanding: This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof.

20.H. Severability: If any part of any provision of this Agreement or any other agreement document or writing pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provision of this Agreement, and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

20.I. Headings: Descriptive headings in this Agreement are for convenience only and shall not



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affect the construction of this Agreement.

20.J. Attachments: Additional terms are set forth in the Service Order/s and Order Form that are attached or can be attached later.

20.K. Publicity: Neither party shall produce, publish or distribute any press release, advertising, or other publicity referring to the other party or its Affiliates or to this Agreement, without the prior written approval of the other party. Provider shall not post signs at any site at where services are being installed or serviced, except as required by law.

**21. CONFIDENTIALITY:** This Agreement, the terms of all transactions conducted under the

Agreement, and information communicated between the parties related to the Agreement and said transactions, as well as any other confidential information relating to Customer's business or customers which is so designated by Customer, or which by its nature would be reasonably understood to be confidential, are proprietary ("Confidential Information") and shall not be divulged to any third parties. Notwithstanding the foregoing, a party in receipt of Confidential Information may disclose Confidential Information to its employees, officers, directors, contractors, attorneys, accountants and agents to the extent such persons need-to-know the Confidential Information and

such recipients are bound by substantially similar confidentiality obligations. Both parties acknowledge and agree that improper disclosure of Confidential Information will cause irreparable harm and injury to the non-disclosing party, and that in addition to any other remedies, the non-disclosing party shall be entitled to an injunction. Notwithstanding the forgoing, neither party shall be liable for disclosing Confidential Information that is otherwise available to the general public, is disclosed after receipt of the same from a third party that does not owe a confidentiality obligation to the non-disclosing party or **is required by law to be disclosed**, provided however, that the disclosing party promptly notifies the non-disclosing party to allow for the non-disclosing party an opportunity to seek a protective order or injunction. Customer understands and agrees that the charges described herein are confidential and proprietary to PFN.

**22. NOTICE:**

22.A. Notices under this Agreement shall be in writing and delivered to the persons whose names and business addresses appear below or as otherwise provided for by proper notice hereunder and the effective date of any notice under this Agreement shall be the date of delivery of such notice, not the date of mailing.

22.B. Written notices required or permitted under this Agreement must be sent by certified United States mail (return receipt requested), by guaranteed overnight delivery, by courier, or by confirmed e-mail transmission addressed to the respective party as follows:



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To PFN: David McCartney  
Peninsula Fiber Network  
1901 West Ridge Street  
Marquette, MI 49855  
Email: [gm@pfnllc.net](mailto:gm@pfnllc.net)  
Fax: 906 226 7102

To Customer: City of St. Ignace  
396 N. State Street  
St. Ignace, MI 49781  
Email: [citymgr@lighthouse.net](mailto:citymgr@lighthouse.net)  
Fax: (906) 643-9393

With a copy to:

22. C. A party may change its designated representative or address by giving notice to the other as provided above.

**23. GOVERNING LAW:** This Agreement shall be interpreted in accordance with the substantive and procedural laws of the place where the Services are rendered.

**24. ADDITIONAL TERMS:** Additional terms may be included on an attached Term Sheet and Addendum, which terms are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**PENINSULA FIBER NETWORK, LLC**

**CITY OF ST. IGNACE**

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

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

Name: David S. McCartney

Name: Mike Stelmaszek

Title: General Manager

Title: City Manager

Date: \_\_\_\_\_

Date: 12-25-2019

SIGNATURE PAGE TO MASTER SERVICE AGREEMENT BETWEEN  
PENINSULA FIBER NETWORK, LLC AND CUSTOMER, CITY OF ST. IGNACE  
DATED DECEMBER 25<sup>TH</sup>, 2018, RELATED TO PURCHASE OF  
TELECOMMUNICATION SERVICES.





Peninsula  
Fiber  
Network,  
LLC

# Service Order

PFN Order #: COS 01

Order Type: New Cust/New Service

Account Dir: Isaac McKechnie

Order Date: 12/25/18

## Customer Information

Customer: City of St. Ignace  
Billing Address: 396 N. State Street  
Billing Address:  
Billing Address:  
City, State, Zip: St. Ignace, MI 49781-1487  
Main Phone #: (906) 643-8545

Requested DUE DATE: 3/1/19

Order Contact: Mike Stelmaszek  
Contact Phone #: (906) 643-9671  
Email Address: citymgr@lighthouse.net  
Billing Contact:

## Service Order Details

Location A: City of St. Ignace  
Address: 396 N. State Street  
City, State, Zip: St. Ignace, MI 49781-1487  
Site Phone #: (906) 643-8545

A Loc Tech Contact: Mark Wilk  
Contact Phone #: (906) 643-6077  
Email Address: stignacepd@lighthouse.net

Location Z:  
Address:  
City, State, Zip:  
Site Phone #:

Z Loc Tech Contact:  
Contact Phone #:  
Email Address:  
IPv4 Addressses: /29 = 5 Static IPs  
Switch Info: N/A

Product Type: Dedicated Internet Access (DIA)  
Service Type: Other

Construction: PFN Construction

Customer PON:

Inter/Intrastate: Intrastate

Notes: This orders a 25M HyperPort circuit to be installed at the above location. PFN to build fiber drop into this facility.

Service Ordered	Speed	Price	Quantity	Term	Monthly	Construction NRC	Service NRC	
HyperPort	25M	\$ 200.00	1	60	\$ 200.00	\$ 0.00	\$ 775.00	
Total						\$ 200.00	\$ 0.00	\$ 775.00

Customer Signature: \_\_\_\_\_ PFN Signature: \_\_\_\_\_

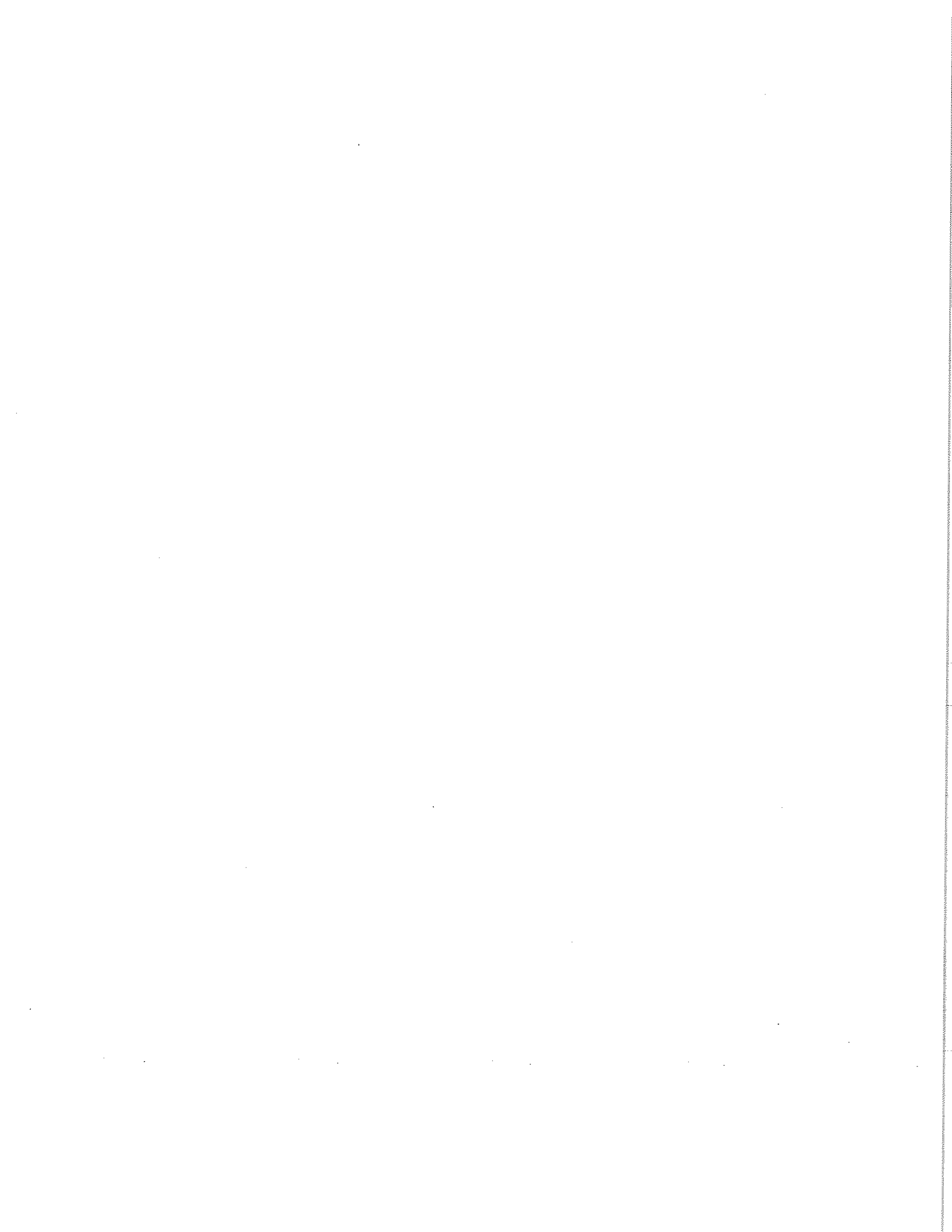
Date: \_\_\_\_\_ Date: \_\_\_\_\_

### FOR PEN USE ONLY

BAN: \_\_\_\_\_ Circuit ID: \_\_\_\_\_

Completed Date: \_\_\_\_\_ WOJO#: \_\_\_\_\_

Billing Effective Date: \_\_\_\_\_ Elation Order #: \_\_\_\_\_







STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

GRETCHEN WHITMER  
GOVERNOR

RACHAEL EUBANKS  
STATE TREASURER

January 11, 2019

Michael Stelmaszek, City Manager  
City of Saint Ignace, Mackinac County  
396 N. State Street  
St. Ignace, MI 49781-1487

Dear Mr. Stelmaszek:

As you are aware, at its meeting on April 17, 2017 the State Tax Commission assumed jurisdiction of the 2017 ad valorem assessment roll of the City of St. Ignace. At that time the Commission ordered that an outside party be hired by the STC to fix the issues associated with the 2017 assessment roll for the proper development of the 2018 assessment roll. In October of 2018, Ms. Dulcee Ranta was hired to complete all the necessary work to ensure corrections to the 2017 and 2018 assessment rolls.

At their meeting on Tuesday, February 12, 2019, the State Tax Commission will consider orders to certify the 2017 and 2018 assessment rolls for the City of Saint Ignace. These orders will approve new values for 2017 and 2018 assessments which will cause new tax bills or refunds to be issued by the City. Additionally, in anticipation of approval of these orders by the State Tax Commission, we direct your assessor to use the values developed by Ms. Ranta as the starting values for the development of the 2019 assessments.

Should there be any questions regarding this matter, please do not hesitate to contact me directly at 517-335-1215.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Frick", written over a horizontal line.

Heather S. Frick, Executive Director  
State Tax Commission

cc: Kyle Muka, Assessor  
Pamela M. Chipman-Anderson, County Equalization Director