



CITY COUNCIL SPECIAL MEETING AGENDA

September 24, 2015, at 6:00 p.m.

Marc D. Tall, Mayor
Ronald J. Beauchamp, Mayor Pro-Tem
Patricia A. Baribeau, Council Member
Ralph B. Blasier, Council Member
Michael R. Sattem, Council Member

James V. O'Toole, City Manager
Robert S. Richards, CMC, City Clerk
Ralph B.K. Peterson, City Attorney

City Council Chambers located at: City Hall - 410 Ludington Street - Room C101 - Escanaba, MI 49829

The Council has adopted a policy to use a Consent Agenda, when appropriate. All items listed with an asterisk (*) are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

Special Meeting
Thursday, September 24, 2015, at 6:00 p.m.

CALL TO ORDER
ROLL CALL
INVOCATION/PLEDGE OF ALLEGIANCE
APPROVAL/ADJUSTMENTS TO THE AGENDA
CONFLICT OF INTEREST DECLARATION
BRIEF PUBLIC COMMENT

PUBLIC HEARINGS

- 1. Second Reading – Payment in Lieu of Taxes Ordinance No. 1164 – Excel Realty Group Deal 24, LDHA LP.**
Explanation: Mr. Peter Jobson, President of Excel Realty Group, Deal 24, LDHA LP. is requesting the City Council authorize a payment in lieu of taxes Ordinance No. 1164 which would allow them to seek funding from the State of Michigan Tax Credit Program for the renovation and upgrading of property located at 223 Ludington Street and 216 1st Avenue South.

NEW BUSINESS

- 1. Approval – “Cured in Place” Sanitary Pipe Relining Project(s).**
Explanation: Administration is seeking Council approval of a contract with Visu-Sewer, Inc. of Pewaukee, WI to furnish and install all labor and material to reline a portion of sanitary pipe from the 23rd Avenue South Lift Station to Lakeshore Drive and a portion of sanitary pipe on South 19th Street, 200 feet +/- north of 8th Avenue South to 10th Avenue South in an amount not to exceed \$104,025. These projects are budgeted items in the current fiscal year budget.

GENERAL PUBLIC COMMENT
ANNOUNCEMENTS
ADJOURNMENT

Respectfully Submitted

James V. O'Toole
City Manager



CITY COUNCIL SPECIAL MEETING AGENDA September 24, 2015, at 6:00 p.m. ADDENDUM

Marc D. Tall, Mayor
Ronald J. Beauchamp, Mayor Pro-Tem
Patricia A. Baribeau, Council Member
Ralph B. Blasier, Council Member
Michael R. Sattlem, Council Member

James V. O'Toole, City Manager
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Special Meeting - Agenda Addendum
Thursday, September 24, 2015, at 6:00 p.m.

NEW BUSINESS

2. Approval – Centrex Contract Renewal – Telephone Services.

Explanation: Administration is seeking Council approval of a one year contract with AT&T Centrex Service, Michigan, in an amount not to exceed \$11,000 for continued telephone services.

GENERAL PUBLIC COMMENT
ANNOUNCEMENTS
ADJOURNMENT

Respectfully Submitted

James V. O'Toole
City Manager

James V. O'Toole
City Manager



410 Ludington Street
Escanaba, Michigan 49829
Phone (906)786-0240

P.H #1

CC

Special

9/24/15

September 11, 2015

MEMORANDUM

TO: Escanaba City Council Members

COPY: Melissa Becotte, City Controller
Daina Norden, City Assessor

[Signature]
FROM: James V. O'Toole, City Manager

SUBJECT: Payment in Lieu of Taxes Request and Municipal Services Agreement – 223 Ludington Street

The Excel – Deal 24 LDHA LP is requesting the City of Escanaba authorize a Payment in Lieu of Taxes Ordinance and Municipal Services Agreement, which would allow them to seek funding for renovation and upgrading of the building located at 223 Ludington Street and 126 1st Avenue South.

Under conditions as set forth in Ordinance No. 1164, the City will receive an annual service charge equal to four (4) percent of the difference between the annual shelter rents actually collected and utilities.

Under the conditions as set forth in the Municipal Services Agreement, the City will also receive an annual service payment for the municipal services that are provided at the property such as police, fire, etc.

Attached, please find the PILT – Property Tax Analysis spreadsheet.

Mission Statement:

Enhancing the enjoyment and livability of our community by providing quality municipal services to our citizens.

Excel – Deal 24 LDHA LP

3690 Orange Place, Suite 517 Beachwood, OH 44122
Ph. 216-378-9610 Fax 216-378-9611

9-9-2015

City Council of Escanaba
Mr. Jim O'Toole, City Manager
410 Ludington Street
Escanaba, MI 49829

Dear Council,

Excel- Deal 24 LDHA LP hereby requests a Payment in Lieu of Taxes (PILOT) Ordinance and Municipal Services Agreement for the House of Ludington re-development.

The reason for this request is that 1) it is necessary for the economic feasibility of the re-development and 2) without the passage of such ordinances the re-development will not score competitively enough to obtain the tax credit.

From an economic standpoint, residents living in "tax credit" communities are provided with a newly constructed or rehabilitated rental home and they pay less than the rental rate typically charged in the area. This restricted income level of the property makes it infeasible for a tax credit property to pay normal property taxes.

Therefore, the PILOT approach was developed and is used throughout the State of Michigan for affordable housing properties.

We appreciate the Council's consideration of our request and look forward to the re-development of one of Michigan's most historic buildings.

Sincerely,

Peter Jobson
Peter Jobson
Excel-Deal 24 LLC
General Partner

CITY OF ESCANABA
 PILT Analysis - House of Ludington (Excel Realty)

Assumptions: Tax revenue is from 2014 (Summer & Winter) Tax Bills
 Includes one parcel
 Annual Rent Receipts \$190,176
 MSA Amount reimburses 100% of City taxes and PTAF

	2014 Taxes	4% of Rents		Loss %
		Revenue	Loss	
DC Central Dispatch	\$68.77	\$40.89	(27.88)	-40.54%
Bay De Noc CC Debt	229.24	136.29	(92.95)	-40.55%
Bay De Noc CC Operating	529.00	314.50	(214.50)	-40.55%
Community Action Agency	137.54	81.77	(55.77)	-40.55%
DATA	137.54	81.77	(55.77)	-40.55%
ISD	546.75	325.06	(221.69)	-40.55%
EAPS Debt	1,088.92	647.39	(441.53)	-40.55%
EAPS Operating	3,424.95	2,036.21	(1,388.74)	-40.55%
DC Road Patrol	206.32	122.66	(83.66)	-40.55%
SET (State)	1,375.48	817.75	(557.73)	-40.55%
Delta County	1,153.50	685.78	(467.72)	-40.55%
City of Escanaba	<u>3,897.19</u>	<u>2,316.97</u>	<u>(1,580.22)</u>	
Total Taxes	12,795.20	\$7,607.04	(5,188.16)	
PTAF (City)	<u>127.94</u>	<u>0.00</u>	<u>(127.94)</u>	
Totals	<u>\$12,923.14</u>	\$7,607.04	(5,316.10)	
Municipal Services Agreement		<u>1,708.16</u>	<u>1,708.16</u>	
Total Cost to Excel Realty		<u>\$9,315.20</u>		
Total Savings to Excel Realty		<u>\$3,607.94</u>	<u>\$3,607.94</u>	

\$4,025.13 = City share of original tax bill without PILOT
\$2,316.97 = Amount the City will receive in taxes
\$1,708.16 = Amount of Municipal Services Agreement
 \$0.00 = Loss to the City

ORDINANCE NO. 1164

**AN ORDINANCE TO AMEND CHAPTER 26 - TAXATION
OF THE CODE OF ORDINANCES OF THE CITY OF ESCANABA**

THE CITY OF ESCANABA ORDAINS:

CHAPTER I

Chapter 26 - Taxation of the Escanaba Code of Ordinances is hereby amended by adding Division 5, House of Ludington Downtown Residence, to read as follows:

CHAPTER 26 - TAXATION

**ARTICLE III, SERVICE CHARGE IN LIEU OF PROPERTY TAXES
FOR HOUSING DEVELOPMENT**

DIVISION 5, HOUSE OF LUDINGTON DOWNTOWN RESIDENCE

Sec. 26-60. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide elderly/senior affordable housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCLA Section 125.1401 et seq, MSA Section 116.114(l) et seq.). The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such elderly/senior housing for persons of low income is a public necessity, and as the city will be benefitted and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose; further, that the continuation of the provisions of this article for tax exemption and the service charge in lieu of taxes during the period contemplated in this article are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption.

The City acknowledges that EXCEL-DEAL 24 LDHA LP has offered subject to receipt of the allocation under the LIHTC Program by the Michigan State Housing Development Authority to construct, own and operate an elderly/senior housing project known as the House of Ludington Downtown Residence on certain property located at:

Land situated in the City of Escanaba, County of Delta, State of Michigan, described as follows: Lots 8 thru 14 and the West 1/2 of Lot 7 of Block 4 of the Original Plat

Consisting of up to 34 units and associated parking and grounds in the city to serve as affordable elderly/senior housing, and that the sponsor has offered to pay the City on account of this housing development an annual service charge for public service in lieu of taxes.

Sec. 26-61. Definitions.

All terms not herein defined shall have the meanings given them in the State Housing Development Authority Act of 1966, being Public Act of 1966, of the State of Michigan, as amended.

1. *Act* means the State Housing Development Authority Act, being Michigan Public Act of 1966, as amended.
2. *Annual shelter rent* means the total collections, including rental subsidy, during an agreed annual period from all occupants of a housing development representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, late fees, or other utilities furnished to the occupants.
3. *Authority* means the Michigan State Housing Development Authority.
4. *Elderly/Senior housing* means a household consisting of one (1) single person who is fifty-five (55) years of age or older or a household which at least one (1) member is 55 years of age and all other members are at least fifty (50) years of age.
5. *Housing development* means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the authority determines improve the quality of the development as it relates to housing for persons of low income.
6. *Low Income or Moderate Income Persons* means families and persons at or below 60% of the area median income adjusted for family size.

7. *Federally-Aided Mortgage* means a mortgage insured, purchased, or held by the Secretary of the Department of Housing and Urban Development (HUD) or United States Department of Agriculture – Rural Development (USDA-RD); a mortgage receiving interest credit reduction payments provided by the HUD or USDA-RD; a Housing Development to which the Authority allocates low income housing tax credits under Section 42b of the Act; or a mortgage receiving special benefits under other federal law designated specifically to develop low and moderate-income housing, consistent with the Act.
8. *Sponsor* means person(s) or entities which have applied to the authority for a mortgage loan or for an allocation under the Low Income Housing Tax Credit Program to finance an elderly/senior housing development.
9. *Utilities* mean fuel, water, sanitary sewer service and/or electrical service which are paid by the elderly/senior housing development.

Section 26-62. Class of housing development.

It is determined that the class of housing development to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing developments which are financed or assisted pursuant to the act. It is further determined that the elderly/senior development is of this class.

Section 26-63. Establishment of annual service charge.

The housing development known as the House of Ludington Downtown Residence and the property on which it is constructed shall be exempt from all property taxes as of or effective on the December 31st of the year the certified notification of exemption was filed with the City Assessor prior to November 1st. The city acknowledging that the sponsor and the authority have established the economic feasibility of the elderly/senior housing development in reliance upon the enactment and continuing effect of this article and the qualification of the housing development for the exemption from all property taxes and a payment in lieu of taxes as established in this article, and in consideration of the sponsor's offer, subject to existence of a mortgage loan and proper certificate of exemption filed, to own and operate the apartment complex, agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charge shall be equal to four (4) percent of the difference between the annual shelter rents actually collected and utilities.

Section 26-64. Limitation on the payment of the annual service charge.

Notwithstanding Section 26-63, the service charge to be paid each year in lieu of taxes for the part of the housing development which is tax exempt and which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which shall be paid on that portion of the elderly/senior housing development if the housing development were not tax exempt.

Notwithstanding Section 26-63, The service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

Section 26-65. Contractual effect of this article.

Notwithstanding the provisions of (Section 15(a)(5)) of the act to the contrary, a contract between the city and the sponsor, with the authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this article.

Section 26-66. Payment of service charge.

The service charge in lieu of taxes as determined under the article shall be payable in the same manner as general property taxes are payable to the city except that the annual payment shall be paid on or before May 31 of each year.

Section 26-67. Duration.

This article shall remain in effect and shall not terminate so long as the authority's mortgage loan remains outstanding and unpaid or the authority has any interest in the property; or the elderly/senior housing development remains subject to income and rent restrictions pursuant to Section 42 of the Internal Revenue Code of 1986, as amended. Notwithstanding the foregoing, this Ordinance shall terminate if (i) the owner fails to rehabilitate the existing Project as presented to the City of Escanaba, Michigan Economic Development Corporation and Michigan State Housing Development Authority, (ii) this Project ceases to serve low to moderate income elderly persons, or (iii) that the Sponsor does not acquire the Project and begin rehabilitation on or before November 1, 2018. The service charge in lieu of taxes as determined under this Ordinance, shall remain in effect as long as the Federally-aided or Authority aided mortgage is outstanding, but no more than thirty-five (35) years.

CHAPTER II
SAVINGS CLAUSE

If any section, subsection, sentence, clause or phrase of the within Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of

the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

CHAPTER III
REPEALING CHAPTER

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

CHAPTER IV
EFFECTIVE DATE

This Ordinance shall be in full force and effect ten (10) days after its passage and publication.

APPROVED:

APPROVED:

Ralph B.K. Peterson, City Attorney

Marc D. Tall, Mayor

ATTEST:

Robert S. Richards, CMC/City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Escanaba, County of Delta, Michigan, at a Regular Meeting held on the ____ day of _____, 2015, and was published in the Daily Press, a newspaper of general circulation in the City of Escanaba on _____, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Robert S. Richards, CMC/City Clerk

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT entered into this ____ day of _____, 2015, between Excel-Deal 24 LDHA LP, a Michigan Limited Dividend Housing Association Limited Partnership, whose main office is located at 3690 Orange Pl. #517, Beachwood, OH 44122 (hereinafter referred to as the "OWNER") and the City of Escanaba, a Michigan municipal corporation, located at 410 Ludington Street, Escanaba, Michigan (hereinafter referred to as the "CITY").

RECITALS

- A. The OWNER provides housing for low to moderate income individuals and families. The apartment complex known as House of Ludington Downtown Residence was financed in part by IRS Section 42 tax credits, on land legally described in *Exhibit "A"*, (hereinafter referred to as the "PROJECT").
- B. The OWNER desires to guarantee that certain municipal services will be provided to the PROJECT during the term that the Payment in Lieu of Tax (hereinafter referred to as the "PILOT") Ordinance for this PROJECT is in place, such municipal services to include:
1. Emergency services, including rescue and fire service;
 2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the PROJECT;
 3. Said municipal services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Delta, and City of Escanaba or other applicable jurisdictions or bodies.
- (All of the above collectively referred to as "Municipal Services".)

AGREEMENT

The parties agree as follows:

1. The City will provide the Municipal Services.
2. The payment for Municipal Services shall be paid annually by the OWNER to the CITY. The payment for the first year shall be in the amount of \$1708.16. Thereafter said amount shall increase annually by 3%.
3. Payment for Municipal Services shall commence up receipt of a certificate of occupancy for the project and will remain in place until which time the PILOT Ordinance between the OWNER and the CITY terminates. Payments shall be made on or before February 14th in the year such payment is due.

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

DATED: _____, 2015

Excel-Deal 24 LDHA LP
3690 Orange Pl. #517, Beachwood, OH 44122
By: Excel-Deal 24 LLC, General Partner

By: Peter Jobson, Manager

DATED: _____, 2015

CITY OF ESCANABA,
410 Ludington Street, Escanaba, MI 49829

By: James O'Toole, City Manager

By: Melissa Becotte, City Controller

This document prepared by:
Russell W. Hall
DeGrand, Reardon & Hall, P.C.
517 Ludington Street
Escanaba, MI 49829
(906) 786-6009

NB # 1
CC Spec 101 9/24/15

Wastewater Dept.

Memo

To: Jim O'Toole, City Manager

From: Jeff Lampi, W & WWTP Supt. *JL*

Date: 9/16/15

Re: Wastewater CIPP (cured in place pipe) Sanitary Sewer lining project

Jim:

I have sent out the necessary RFP's with the aid of the Engineering Department for relining of the 23rd Ave Sewer (LSD to 23rd Ave lift Station) and the S 19th Street Sewer (~ 200' north of 8th Ave S to 10th Ave S). We have received proposals from two different contractors. I have listed each contractor and the total combined cost for the lining of the Sanitary Sewers at both locations.

I have listed a short summary of the bid tabulation of the contractors who responded to the RFP below. The complete Bid tabulation along with a short narrative to explain the CIPP process is also attached.

Visu-Sewer, Inc.; Pewaukee, WI	\$104,025.00
Insituform Technologies, LLC.; Howell, MI	\$124,700.40

As you know the 19th Street sewer has failed again this past week. Plans are being made to try and get Visu-Sewer on site this fall and complete this repair by mid-November if possible. The 23rd Ave project will be conducted at a later date, which has yet to be determined.

With your approval I would like to award the contract to Visu-Sewer Inc. of Pewaukee, WI to complete all work required to reline the two sanitary sewer mains as per the specifications' listed in the RFP at a cost of **\$104,025.00**. Money is available and budgeted for this activity.

Pc: Bill Farrell, City Engineer
Melissa Becotte, City Controller

AIR INVERSION & HOT AIR CURING

Rehabilitation of Small Pipelines

This information is intended as a general guideline with suggested procedures for air inversion and hot air curing installations of cured-in-place pipe using an air inversion machine such as The Shooter or any alternate air inversion method.

Inversion

To begin air inversion utilizing The Shooter, the wetout liner is pushed between the "top roller assembly" and through the lubrication mop into the body on the inversion machine. Push or pull the wetout tube through the opening in the bottom of the machine, invert the tube and then clamp on the bottom funnel. Attach an air compressor to the machine and the liner will invert as air is applied. (NOTE: The use of a 185 cfm air compressor (minimum) is recommended for use with The Shooter.) Inversion of urethane coated liners will require from 12 psi to 25 psi during the operation of the machine and should not exceed 40 psi at any time.

The speed at which the liner is inverted is controlled by the operation to Station "A" or the bottom of the manhole. Once the liner has reached the bottom of the manhole it will be turned to travel the host line. At the halfway point the end of the liner will need a restraining rope attached (1" nylon strap is recommended). The strap or rope will control the last half of the inversion process. Liner speed should be restricted to 60' per minute or less. Once fully inverted a method such as a garrote or guillotine should be used to pinch off Station "B" at the end of the liner while maintaining air pressure at 9 - 12 psi.

Cure

Trim the liner and add the hot air/steam control station. While removing the funnel assembly at the ring-lock clamp use another garrote to help hold the pressure in the liner at an appropriate level. Reattach the funnel assembly to the steam coupling and reestablish airflow to between 9 - 12 psi for 20 - 25 minutes before introducing steam into the air flow. It is very important to keep the airflow up to pressure at all times.

Add steam to bring the temperature up to 180° F at Station "B" or the end of the liner. A 40 hp steam unit is recommended. Temperature at Station "B" should be maintained between 165° to 185° F for the recommended time frame and according to the Cure Schedule -- Hot Air Cure for Cippcon products manufactured by AOC, LLC as noted below.

This resin will begin to react once the heat has been introduced to the airflow. The resin system will gel in 6 - 10 minutes.

Approximately 3 minutes after gel, the product will pass its exothermic cycle.

When past its exothermic cycle, Station "B" connection should be approaching hardness.

After this is observed, the hot air should be maintained for a minimum of 40 minutes for liners less than 200' in length. For liners greater than 200' in length, maintain heat for 40 minutes per every 100'. In heavy heat sink conditions, increase the time of heating to 55 minutes to insure proper cure.

As always field conditions will affect decisions regarding the above curing recommendations.

Cool Down

Remove the hot air/steam source from the air mixture at Station "A". When the temperature at Station "B" has been lowered to the approximate temperature of the compressed air alone, cool down may be assisted by the addition of water. Add water as necessary to reduce the temperature at the rate of 10° every 15 minutes until the temperature is approximately 100° F and cool down is complete.

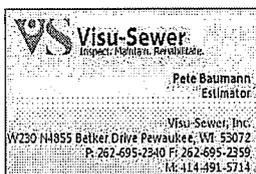
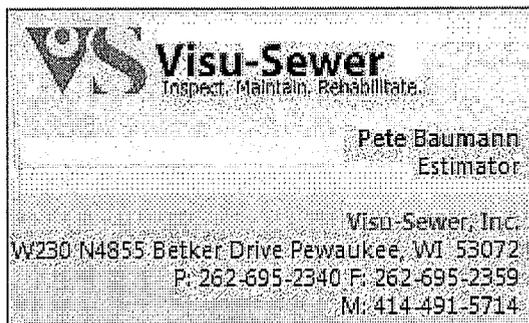
Air/Steam info

From : Pete Baumann <PeteB@visu-sewer.com>

Tue, Aug 25, 2015 09:42 AM

Subject : Air/Steam info 3 attachments**To :** tflower@escanaba.org

The use of steam to cure CIPP liners has become commonplace for installing 6" to 15" diameter liners. Steam is used in conjunction with pressurized air that inflates the liner against the host pipe and distributes the steam from one end of the liner to other. When using a steam cure, the liner can be positioned within the hose pipe by the water inversion method or with the use of an air inverter (shooter). Cure-In-Place Pipe liners can be installed using several methods with different types of resin curing systems. CIPP liners can utilize steam, hot water, ultra-violet or ambient resin curing systems. Most CIPP liners use thermosetting or heat activated resins. Heat, through water or steam must be transferred evenly throughout the liner to properly cure the resin. Use of steam cure is normally faster than hot water cure, as steam heat transfer is quicker. Steam cans are attached at both ends of the liner with pressurized steam-air mixture introduced at one end and allowed to discharge at the other end. Once the cure has completed, pressurized air is allowed to flow through the liner to cool the liner. Set up of a steam cure system is quicker than a hot water cure system. Due to your spec Special Provision for CIPP Liner Part 1 1.08 stating, the Contractor shall not discharge water associated with any construction process and/or water comingled with sealant chemicals to waters of the state. Any water generated from the project will be captured and appropriately treated, would be a reason to use the air/steam method. We commonly use the water/boiler method for inversions over 18" and when we have a direct hydrant connection close. Hopefully this brief description clarifies our intentions of using the air/steam method for the CIPP project bidding later today. I've attached a document explaining one of the possibilities for air/steam inversions. If you need any more information by the end of the day, please let me know.

**image001.jpg**
11 KB **Pete Baumann.vcf**
11 KB **airsteaminfo.pdf**
143 KB

City of Escanaba Bid Comparison

Contract ID: 15-0010
Description: CIPP Project 2015
Location: CIPP Project Various Locations
Projects(s): 15-0010

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$171,300.00	64.67%	0.00%
1	(_1502) Visu-Sewer, Inc	\$104,025.00	0.00%	-39.27%
2	(_1501) Insituform Technologies, LLC	\$124,700.40	19.87%	-27.20%

City of Escanaba Bid Comparison

Contract ID: 15-0010
Description: CIPP Project 2015
Location: CIPP Project Various Locations
Projects(s): 15-0010

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0	ENGINEER'S ESTIMATE	\$171,300.00	64.67%	0.00%
1	(_1502) Visu-Sewer, Inc	\$104,025.00	0.00%	-39.27%
2	(_1501) Insituform Technologies, LLC	\$124,700.40	19.87%	-27.20%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Visu-Sewer, Inc		(2) Insituform Technologies, LLC	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
Category: 0001 23rd Ave So									
0001	1500001	1	LSUM	\$8,000.00	\$8,000.00	\$2,350.00	\$2,350.00	\$6,500.00	\$6,500.00
	Mobilization, Max. ____								
0002	4017001	2,350	Ft	\$4.50	\$10,575.00	\$1.00	\$2,350.00	\$1.40	\$3,290.00
	_ CIPP, Cleaning, Pipe								
0003	4017001	2,350	Ft	\$40.00	\$94,000.00	\$28.00	\$65,800.00	\$30.00	\$70,500.00
	_ CIPP, Lining (12 inch)								
0004	4017050	54	Ea	\$100.00	\$5,400.00	\$100.00	\$5,400.00	\$121.40	\$6,555.60
	_ Lateral Cut-Outs								
0005	4017051	1	LSUM	\$250.00	\$250.00	\$100.00	\$100.00	\$272.40	\$272.40
	_ By-Pass Pumping								
0006	4017051	1	LSUM	\$1,000.00	\$1,000.00	\$1,175.00	\$1,175.00	\$893.50	\$893.50
	_ CIPP, Post-Inspection								
0007	4017051	1	LSUM	\$1,000.00	\$1,000.00	\$1,175.00	\$1,175.00	\$1,837.30	\$1,837.30
	_ CIPP, Pre-Inspection								
0008	4017051	1	LSUM	\$500.00	\$500.00	\$100.00	\$100.00	\$558.50	\$558.50
	_ Project Cleanup								
Category 1 Totals:					\$120,725.00		\$78,450.00		\$90,407.30
Category: 0002 So 19th St									
0009	1500001	1	LSUM	\$8,000.00	\$8,000.00	\$850.00	\$850.00	\$6,500.00	\$6,500.00
	Mobilization, Max. ____								
0010	4017001	850	Ft	\$4.50	\$3,825.00	\$1.00	\$850.00	\$1.30	\$1,105.00
	_ CIPP, Cleaning, Pipe								
0011	4017001	850	Ft	\$40.00	\$34,000.00	\$24.50	\$20,825.00	\$26.00	\$22,100.00
	_ CIPP, Lining (10 inch)								
0012	4017050	20	Ea	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$121.40	\$2,428.00
	_ Lateral Cut-Outs								
0013	4017051	1	LSUM	\$250.00	\$250.00	\$100.00	\$100.00	\$272.40	\$272.40
	_ By-Pass Pumping								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Visu-Sewer, Inc		(2) Insituform Technologies, LLC	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
Category: 0002 So 19th St									
0014	4017051	1	LSUM	\$1,000.00	\$1,000.00	\$425.00	\$425.00	\$664.60	\$664.60
	_ CIPP, Post-Inspection								
0015	4017051	1	LSUM	\$1,000.00	\$1,000.00	\$425.00	\$425.00	\$664.60	\$664.60
	_ CIPP, Pre-Inspection								
0016	4017051	1	LSUM	\$500.00	\$500.00	\$100.00	\$100.00	\$558.50	\$558.50
	_ Project Cleanup								
Category 2 Totals:					\$50,575.00		\$25,575.00		\$34,293.10
Bid Totals:					\$171,300.00		\$104,025.00		\$124,700.40

City of Escanaba
 2015 CIPP Project Bid Summary
 Date: 8/25/2015

WT
8/25/15

Bidder	Company	Area 1 Sub-Total	Area 2 Sub-Total	Grand Total
1	Insituform	90,407.30	34,293.10	\$ 124,700.40
2	Visu - Sewer, Inc.	78,450.00	25,575.00	104,025.00 *
3				
4				
5				
6				
7				
8				
9				
10				

* Apparent Low Bidder

TWF - Engineering
 Bob Curran - Cash

PROPOSAL

Date AUGUST 25, 2015

Proposal of VISU-SEWER, INC., (hereinafter called Bidder), a corporation, organized and existing under the laws of the State of WISCONSIN, doing business as A CORPORATION.

To the City Council, City Hall, P.O. Box 948, City of Escanaba, Michigan, (hereinafter call Owner).

The Bidder, in compliance with advertisement for bids for the **2015 Sanitary Sewer CIPP Lining Project**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price and/or prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

Construction and any site cleanup must be completed on or prior to Thursday June 30th, 2016. Exact dates of construction shall be coordinated with the City of Escanaba Engineer prior to start of any construction.

The City of Escanaba reserves the right to delete part of or negotiate directly with any and all bidders concerning any matter related to any bid.

The Bidder acknowledges receipt of the following addendum:

NONE Dated: _____
_____ Dated: _____
_____ Dated: _____

QUANTITIES

Area 1 (23rd Ave So)

<u>Item No</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	1.00	LS	<u>2,350.00</u>	<u>2,350.00</u>
2	CIPP, Cleaning, Pipe	2,350.00	Feet	<u>1.00</u>	<u>2,350.00</u>
3	CIPP, Pre-Inspection	1.00	LS	<u>1,175.00</u>	<u>1,175.00</u>
4	CIPP, Lining (12 inch)	2,350.00	Foot	<u>28.00</u>	<u>65,800.00</u>
5	CIPP, Post-Inspection	1.00	LS	<u>1,175.00</u>	<u>1,175.00</u>
6	By-Pass Pumping	1.00	LS	<u>100.00</u>	<u>100.00</u>
7	Project Cleanup	1.00	LS	<u>100.00</u>	<u>100.00</u>
8	Lateral Cut-Outs	54.00	Ea	<u>100.00</u>	<u>5,400.00</u>
Sub-Total				\$	<u>78,450.00</u> ✓

Area 2 (So 19th St)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	1.00	LS	<u>850.00</u>	<u>850.00</u>
2	CIPP, Cleaning, Pipe	850.00	Feet	<u>1.00</u>	<u>850.00</u>
3	CIPP, Pre-Inspection	1.00	LS	<u>425.00</u>	<u>425.00</u>
4	CIPP, Lining (10 inch)	850.00	Foot	<u>24.50</u>	<u>20,825.00</u>
5	CIPP, Post-Inspection	1.00	LS	<u>425.00</u>	<u>425.00</u>
6	By-Pass Pumping	1.00	LS	<u>100.00</u>	<u>100.00</u>
7	Project Cleanup	1.00	LS	<u>100.00</u>	<u>100.00</u>
8	Lateral Cut-Outs	20.00	Ea	<u>100.00</u>	<u>2,000.00</u>
Sub-Total				\$	<u>25,575.00</u> ✓

GRAND TOTAL

\$ 104,025.00 ✓ TCF

The above unit sum price shall include labor, materials, overhead, profit, insurance, etc. to complete this project under this Contract.

The Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon written notice of acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days after said notice and deliver a surety bond and/or bonds as required. The bid security attached in the sum of:

FIVE PERCENT OF AMOUNT BID

(\$ 590) is to become the property of the OWNER in the event the contract and bond and/or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

Respectfully submitted,

By, Keith M. Alexander
(Name)
KEITH M. ALEXANDER

PRESIDENT
(Title)

(Business Address Seal- if bid is by a corporation)

YISU-SEWER, INC.
W230N4855 BETKER DRIVE
PEWAUKEE, WI 53072

PROPOSAL

Date August 25, 2015

Proposal of Insituform Technologies USA, LLC, (hereinafter called Bidder), a corporation, organized and existing under the laws of the State of Delaware, doing business as a limited liability company.
To the City Council, City Hall, P.O. Box 948, City of Escanaba, Michigan, (hereinafter call Owner).

The Bidder, in compliance with advertisement for bids for the **2015 Sanitary Sewer CIPP Lining Project**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price and/or prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

Construction and any site cleanup must be completed on or prior to Thursday June 30th, 2016. Exact dates of construction shall be coordinated with the City of Escanaba Engineer prior to start of any construction.

The City of Escanaba reserves the right to delete part of or negotiate directly with any and all bidders concerning any matter related to any bid.

The Bidder acknowledges receipt of the following addendum:

None Dated: _____
_____ Dated: _____
_____ Dated: _____

QUANTITIES

Area 1 (23rd Ave So)

<u>Item No</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	1.00	LS	\$6,500.00	\$6,500.00
2	CIPP, Cleaning, Pipe	2,350.00	Feet	\$1.40	\$3,290.00
3	CIPP, Pre-Inspection	1.00	LS	\$1,837.30	\$1,837.30
4	CIPP, Lining (12 inch)	2,350.00	Foot	\$30.00	\$70,500.00
5	CIPP, Post-Inspection	1.00	LS	\$893.50	\$893.50
6	By-Pass Pumping	1.00	LS	\$272.40	\$272.40
7	Project Cleanup	1.00	LS	\$558.50	\$558.50
8	Lateral Cut-Outs	54.00	Ea	\$121.40	\$6,555.60
Sub-Total				\$	<u>90,407.30</u>

Area 2 (So 19th St)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	1.00	LS	\$6,500.00	\$6,500.00
2	CIPP, Cleaning, Pipe	850.00	Feet	\$1.30	\$1,105.00
3	CIPP, Pre-Inspection	1.00	LS	\$664.60	\$664.60
4	CIPP, Lining (10 inch)	850.00	Foot	\$26.00	\$22,100.00
5	CIPP, Post-Inspection	1.00	LS	\$664.60	\$664.60
6	By-Pass Pumping	1.00	LS	\$272.40	\$272.40
7	Project Cleanup	1.00	LS	\$558.50	\$558.50
8	Lateral Cut-Outs	20.00	Ea	\$121.40	\$2,428.00
Sub-Total				\$	<u>34,293.10</u>

GRAND TOTAL

\$ 124,700.40

The above unit sum price shall include labor, materials, overhead, profit, insurance, etc. to complete this project under this Contract.

The Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon written notice of acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days after said notice and deliver a surety bond and/or bonds as required. The bid security attached in the sum of:

Five percent of amount bid and zero cents

(\$5% of amt bid 00/100) is to become the property of the OWNER in the event the contract and bond and/or bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

Respectfully submitted,

Insituform Technologies USA, LLC-17988 Edison Avenue, Chesterfield, MO 63005 Local Office-1088 Victory Drive

Howell, MI 48843

By, Jana Lause
(Name)

Jana Lause, Contracting & Attesting Officer

(Title)

(Business Address Seal- if bid is by a corporation)

INSITUFORM TECHNOLOGIES USA, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies USA, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

1. The following individuals have been appointed by the Board of Managers to serve in the office of the Company set opposite their respective names:

<u>Name</u>	<u>Office</u>
H. Douglas Thomas	Vice President
Joann Smith	Assistant Secretary
Jana Lause	Assistant Secretary
Whittney Schulte	Assistant Secretary

2. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

Appointment by the President. The president of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

3. The President of the Company has, pursuant to the above authority, duly appointed Joann Smith, Debra Jasper, Jana Lause, Ursula Youngblood, Diane Partridge and Whittney Schulte as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 6th day of February, 2015.

INSITUFORM TECHNOLOGIES USA, LLC

By



Tod O'Donoghue
Assistant Secretary

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMERCIAL SERVICES

Date Received:
JAN 23 2012

(FOR BUREAU USE ONLY)

JAN 27 2012

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
JAN 27 2012

Administrator
BUREAU OF COMMERCIAL SERVICES

Name Corporation Service Company		
Address 801 Adlai Stevenson Drive		
City Springfield,	State IL	Zip Code 62703

EFFECTIVE DATE:
D91284

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

APPLICATION FOR CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS IN MICHIGAN

For use by Foreign Limited Liability Companies
(Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Application:

1. The name of the limited liability company is:
INSITUFORM TECHNOLOGIES USA, LLC

2. (Complete this item only if the limited liability company name in item 1 is not available for use in Michigan.)
The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is:

3. It is organized under the laws of Delaware
The date of its organization is 12/22/1983
The duration of the limited liability company if other than perpetual is

4. The address of the office required to be maintained in the state of organization or, if not so required, the principal office of the limited liability company is:
17988 Edison Ave. Chesterfield MO 63005
(Street Address) (City) (State) (ZIP Code)

8/12

100-45176 154439

5. a. The address of its registered office in Michigan is:
601 Abbot Road, East Lansing, Michigan 48823
(Street Address) (City) (ZIP Code)

b. The mailing address of the registered office if different than above:
_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

c. The name of the resident agent at the registered office is:
CSC-Lawyers Incorporating Service (Company)

6. The Department is appointed the agent of the foreign limited liability company for service of process if no agent has been appointed, or if appointed, the agent's authority has been revoked, the agent has resigned, or the agent cannot be found or served through the exercise of reasonable diligence.

The name and address of a member or manager or other person to whom the administrator is to send copies of any process served on the administrator is: (Must be different than agent shown in Item 5c)

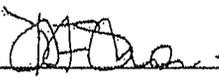
David F. Morris, Manager
(Name)

17988 Edison Ave. Chesterfield MO 63005
(Street Address) (City) (State) (ZIP Code)

7. The specific business which the limited liability company is to transact in Michigan is as follows:
All forms of construction and pipe replacement and rehabilitation.

The limited liability company is authorized to transact such business in the jurisdiction of its organization.

Signed this 9th day of January, 2012

By 
(Signature)

David F. Morris, Manager
(Type or Print Name) (Type or Print Title)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSITUFORM TECHNOLOGIES USA, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF JANUARY, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INSITUFORM TECHNOLOGIES USA, LLC" WAS FORMED ON THE TWENTY-SECOND DAY OF DECEMBER, A.D. 1983.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

2024080 8300

120059761

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W Bullock, Secretary of State
AUTHENTICATION: 9304231

DATE: 01-18-12

MEMORANDUM

September 21, 2015

TO: Jim O'Toole, Robert Richards

FROM: Melissa Becotte

SUBJECT: Centrex Contract Renewal

Over the past few years, the City has attempted to minimize our telephone expenses by using three different service providers. By utilizing multiple carriers, it allows us to match the most economical option with the needs and the equipment for each facility.

The majority of City buildings utilize either AT&T or Charter - or a combination of both. While a comparison of costs is difficult – due to that fact that each provider has discounts for the number of lines that are utilized – the cost of a line is very similar between the two. The advantage to Charter's usage is that it has cheaper long distance charges and it does not impose per call charges for outgoing local calls.

An additional consideration in designing the City's phone system is that each service has different vulnerabilities. So in most locations we utilize both providers, capitalizing on the Charter economics for outgoing calls, without sacrificing reliability.

When the City went to the combination design, Public Safety was not included in the process. The risk of converting a system over – given their function as the County's emergency responder – was viewed as being too risky, given the nominal savings. (Each time the City has changed service providers, we are provided assurances that users "won't even notice the switch"; in every case – regardless of the provider – there were transitional issues).

Our AT&T service is provided under a "Centrex Contract". In layman's terms, bundling all AT&T usage under one umbrella provides the City with discounts and additional functionality. The Centrex contract expired in August. AT&T has offered, at the City's request, a new, one year contract at the same rates as the last six years. Approval of the contract will provide for twenty-four separate lines, at a variety of City buildings, essentially preserving the system that is currently in place

Therefore, I would ask that this matter – the renewal of a one year Centrex contract with AT&T in an amount not to exceed \$11,000- be placed before the City Council at the next meeting. Please see me with any questions.

AT&T CENTREX SERVICE
Quick Quote
MICHIGAN

MELISSA BECOTTE
CITY OF ESCANABA
410 LUDINGTON ST
ESCANABA, MI 49829-
906 789 7300

Date: 09/17/15
Contract Period: 12
Total # Lines: 24

Salesperson: DEANGELO HOOD
Phone: 855-369-1681

INSTALLATION CHARGES

USOC	LINE ITEM	QTY	EACH	TOTAL
TOTAL INSTALLATION CHARGES:				\$0.00

MONTHLY CHARGES

USOC	LINE ITEM	QTY	EACH	TOTAL
1.	CYA1X SERVICE ESTABLISHMENT CHARGE - 2-50 LINE	1	\$20.00	\$20.00
2.	SXP++ NETWORK ACCESS / STF - 1-25 LINES - AREA C	24	\$12.81	\$307.44
3.	NUM STANDARD FEATURE CENTREX STATION - 7+ COMMIT	24	\$2.62	\$62.88
4.	9ZR FEDERAL ACCESS CHARGE	24	\$5.44	\$130.56
5.	9PZLX FEDERAL UNIVERSAL SERVICE FEE	24	\$0.16	\$3.84
TOTAL MONTHLY CHARGES:				\$524.72

NOTE: APPLICABLE TAXES, TECHNICIAN PREMISES VISIT CHARGE (\$85.00), AND LABOR AND MAINTENANCE CHARGES (APPX. \$100.00 PER HOUR/NON-PREMIUM TIME) NOT INCLUDED IN QUOTE.

THIS QUOTE DOES NOT CONSTITUTE A BINDING CONTRACT AND IS VALID FOR 30 DAYS FROM DATE OF QUOTE.



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

Customer	AT&T
city of escanaba Street Address: 410 Ludington City: Escanba State/Province: MI Zip Code: 49829 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Contact: AT&T
Name: Title: Street Address: City: State/Province: Zip Code: Country: USA Telephone: Fax: Email: Customer Account Number or Master Account Number:	Name: Deangelo Hood Street Address: 8401 Greenway Blvd City: Middleton State/Province: WI Zip Code: 53562 Country: USA Telephone: 855-406-0259 Fax: 855-805-0831 Email: DH0797@att.com Sales/Branch Manager: Sally Kessen SCVP Name: Deborah Harrison Sales Strata: GEM Sales Region: MW With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <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, 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.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	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)

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

2. SERVICE TERM, EFFECTIVE DATES AND LINE COMMITMENT

Minimum Payment Period (Service Term)	the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability
Start Date of Minimum Payment Period	Effective Date of this Confirmation of Service Order
Effective Date of Rates	Start Date of the Minimum Payment Period
Rate Stabilization per Service Component	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
Rates Following end of Minimum Payment Period	applicable Service Publication rates then in effect
Line Commitment* and Line Commitment Start Date	7 following Start Date of Minimum Payment Period
*Does not apply for 12 and 24 month Service Term	

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period
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

Under Utilization Charge	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).
--------------------------	---

5. LOCATION OF SERVICE

Service Location (if different than Customer address):

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

6. RATES

Rates:	Applicable Service Publication rates on Effective Date for selected Term
Rate Stabilization:	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) 786 – 0631
Program Code:	
Order Type:	<input type="checkbox"/> New Install <input type="checkbox"/> Conversion from Month-to-Month <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Recast

End of Document